

CITY OF POMPANO BEACH  
Broward County, Florida

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A LEASE AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND BELLSOUTH MOBILITY, INC. PROVIDING FOR LEASE OF CERTAIN REAL PROPERTY AT THE POMPANO BEACH PUBLIC SAFETY COMPLEX AND PERMISSION TO ATTACH CERTAIN COMMUNICATION-RELATED EQUIPMENT TO A CITY-OWNED COMMUNICATIONS TOWER FOR AN INITIAL FIVE-YEAR TERM AND SUBSEQUENT EXTENSIONS WITH THE TOTAL TERM OF THE AGREEMENT NOT EXCEEDING THIRTY (30) YEARS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City owns certain land and a communication tower; and

WHEREAS, BellSouth Mobility, Inc. desires to lease certain property and use the communication tower, both of which belong to the City; and

WHEREAS, the City will derive a financial benefit from entering into such an agreement without compromising the position of the City; and

WHEREAS, the term of the lease agreement is in conformity with the Charter of the City of Pompano Beach; and

WHEREAS, approval of the subject lease agreement will benefit the residents of the City; and

WHEREAS, pursuant to law, ten (10) days' notice has been given by publication in a paper of general circulation in the City, notifying the public of this proposed ordinance and of a public hearing in the City Commission Chambers of the City of Pompano Beach; and

WHEREAS, a public hearing before the City Commission was held pursuant to the published notice described above, at which hearing the parties in interest and all other citizens so desiring had an opportunity to be and were, in fact, heard; now, therefore,

BE IT ENACTED BY THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1: That a Lease Agreement between the City of Pompano Beach and BellSouth Mobility, Inc. providing for the lease of certain real property at the Public Safety Complex along with permission to attach certain communication-related equipment to a City-owned communications tower for a five-year term, said term to commence upon the earlier of the start of construction of the equipment shelter and pad or the installation of antennas on the tower with said agreement providing for extensions such that the lease shall not exceed thirty (30) days, a copy of which Agreement is attached hereto and incorporated herein by reference as if set forth in full, is hereby approved.

SECTION 2: That the proper City officials are hereby authorized to execute said Agreement.


SECTION 3: If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid,

such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 4: This Ordinance shall become effective upon passage.

PASSED FIRST READING this 1st day of March, 1994.

PASSED SECOND READING this 8th day of March, 1994.

  
\_\_\_\_\_  
STEWART R. KESTER, JR.                      MAYOR

ATTEST:

  
\_\_\_\_\_  
MARY L. CHAMBERS  
CITY CLERK

PDE:amd  
1/24/94  
ORD-11 94-146

LEASE AGREEMENT  
BETWEEN  
CITY OF POMPANO BEACH  
AND  
BELLSOUTH MOBILITY INC

This LEASE AGREEMENT (hereinafter referred to as "Agreement") is made and entered into this 8th day of March, 1994 between CITY OF POMPANO BEACH, a municipal corporation of the State of Florida, whose address is 100 W. Atlantic Blvd, Pompano Beach, Florida, hereinafter referred to as "LESSOR" and BELLSOUTH MOBILITY INC, a Georgia corporation, with an address of 500 Cypress Creek Road West, Suite 500, Fort Lauderdale, Florida, hereinafter referred to as "TENANT".

RECITALS:

WHEREAS, LESSOR is the owner of certain real property located at 100 S. W. 3rd Street, Pompano Beach, County of Broward, State of Florida (hereinafter referred to as "the leased premises"); and

WHEREAS, LESSOR owns a communications Tower (hereinafter referred to as "Tower") erected on the leased premises, and TENANT desires to use designated space of the leased premises and the transmission Tower, subject to the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Premises: LESSOR will lease to TENANT space on the Tower to the extent necessary to enable TENANT to erect, maintain and operate those antennas, radio equipment and transmission lines, as described and depicted on the attached Exhibit "A", and incorporated herein by reference, to be utilized as a part of its cellular communications network and for no other purposes.

Location on Tower: The subject antennas shall be mounted at the 100 foot and 125 foot, respective AGL levels of the Tower. The exact location on the Tower shall be determined by LESSOR in conjunction with TENANT's engineers so as to avoid interference with any of LESSOR's, cables, lines, antennas and/or any other property of LESSOR located on the Tower and leased premises, as may be applicable.

LESSOR grants to TENANT permission to attach necessary

transmission lines, cables, antennas, fixtures, and other associated equipment to the Tower to make said antennas operational. TENANT will provide all mounting hardware necessary for its installation.

LESSOR also leases to TENANT an area of land containing 2,807 square feet, being a portion of the leased premises, as described and depicted on the attached Exhibit "B", for locating certain equipment described as cellular telecommunications equipment housed and protected in an unmanned 324 sq. ft. equipment shelter.

LESSOR, subject to TENANT complying with each and every term and condition of this Agreement, shall allow TENANT to pour a twelve foot by twenty-eight foot (12' x 28') concrete pad within this designated leased area and place an unmanned equipment shelter within the designated area which has been specifically described on Exhibit "B" and TENANT must obtain prior written approval pursuant to the terms and conditions set forth in paragraph 6 of this Agreement.

TENANT shall be responsible for providing electric service to its unmanned equipment shelter for the operation of TENANT's communications equipment. TENANT shall be solely liable for electricity expenses relating to its installation and equipment. TENANT's electrical service shall be separately metered, and TENANT shall be responsible for all costs associated with metering, including the cost of installing any meter.

LESSOR shall provide TENANT 24 hour, 7 days per week access for operation and maintenance purposes onto the equipment shelter portion of the leased premises together with the nonexclusive right for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicles, including trucks, and for the installation and maintenance of utility wires, cables, conduits and pipes over, under or along a twenty foot (20') wide right of way extending from the nearest public right of way which is S.W. 3rd Street, to the leased premises. LESSOR shall provide TENANT access to the Tower portion of the leased premises upon twenty-four (24) hour advance notice to LESSOR by TENANT, except in the case of an emergency. TENANT, in the case of an emergency, may access the Tower immediately and provide LESSOR with after the fact notice of such admittance. LESSOR shall cooperate with TENANT in its effort to obtain utility services along said right of way and will review and execute, to the extent permitted and as appropriate, such documents or easements as may be required by said utility companies. In the event any public utility is unable to use the aforementioned right of way, the LESSOR in its reasonable discretion, hereby agrees to grant an additional right of way or any other type agreement in conjunction with the terms of this Agreement either to the TENANT or to the public utility at no cost to the TENANT.

2. LESSOR also hereby grants to TENANT the right to survey said Property, and said survey shall then become Exhibit "C", which shall be attached hereto and made a part hereof, and shall control in the event of discrepancies between it and Exhibit "B". Cost for such work shall be borne by the TENANT.

3. Term and Rental Schedule: This Agreement shall be for an initial term of five (5) years commencing upon the earlier of the start of construction of the equipment shelter and pad or the installation of the antennas on the Tower, which date shall be provided to LESSOR in writing within ten (10) days prior to the start of either construction or installation and which written notice shall automatically become a part of this Agreement. Consideration for the initial term and all extensions thereof shall be provided by TENANT as follows:

a. Beginning on the date of commencement TENANT shall pay LESSOR an annual rental of Fifteen Thousand and No/100 Dollars (\$15,000.00), plus applicable sales tax, to be paid in equal monthly installments on the first day of the month, in advance to the City of Pompano Beach or to such other person, firm or place as the LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date. The payments by TENANT shall be made to LESSOR in a timely manner and TENANT's check must reach LESSOR no later than ten (10) business days after the first day of each month. If TENANT neglects to make any payment within ten (10) business days after the day on which a payment is due and owing, TENANT shall pay to LESSOR an additional late charge of twenty-five dollars (\$25.00) per day for each days delay in payment. LESSOR shall promptly notify TENANT of any late payment then due LESSOR and the applicable late charge shall be paid to LESSOR with TENANT's next monthly installment. LESSOR's right to assess the above penalty shall be in addition to its right to terminate this Agreement upon TENANT's default as set forth herein, or any other legal remedies available to LESSOR. TENANT agrees to expend no less than \$50,000.00 within the first two (2) years of this Agreement with said amount being expended for the purpose of constructing an unmanned communications equipment shelter and pad.

b. TENANT shall have the option to extend this Agreement for four (4) additional five (5) year terms, based upon the capital improvements set forth above and made consistent with LESSOR's applicable Charter provisions and such extensions shall automatically occur unless TENANT gives LESSOR written notice of its intention not to extend this Agreement at least six (6 months) prior to the end of the then current term.

c. The annual rental for the first (1st) five year extension term shall be increased to Seventeen Thousand Two Hundred Fifty and No/00 Dollars (\$17,250.00), plus applicable sales tax; the second (2nd) five (5) year extension term shall be increased to Nineteen

Thousand Eight Hundred Thirty-Seven and 50/100 Dollars (\$19,837.50), plus applicable sales tax; the third (3rd) five (5) year extension term shall be increased to Twenty-Two Thousand Eight Hundred Thirteen and 13/100 Dollars (\$22,813.13), plus applicable sales tax; and the fourth (4th) five (5) year extension term shall be increased to Twenty Six Thousand Two Hundred Thirty-Five and 10/100 Dollars (\$26,235.10), plus applicable sales tax.

d. If at the end of the fourth (4th) five (5) year extension term this Agreement has not been terminated by either party by giving to the other written notice of an intention to terminate it at least six (6) months prior to the end of such term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter until terminated by either party by giving to the other written notice of its intention to so terminate at least six (6) months prior to the end of such term. Monthly rental for this period shall be equal to the rent paid for the last month of the fourth (4th) five (5) year extension term. If in the event there are any annual renewals as provided in this paragraph, this Agreement will terminate without further action at the conclusion of the 5th annual renewal.

4. Tower Studies: TENANT shall, at its expense, conduct all necessary Tower studies to determine feasibility of Tower loading due to TENANT's antennas. Should Tower modification be required, the cost of all such modifications shall be borne by TENANT. TENANT shall submit plans and specifications to LESSOR for written approval prior to commencement of any modification. LESSOR may conduct a Tower inspection upon completion of modification to insure work compliance. Should Tower inspection identify nonconforming work and upon notice to TENANT by LESSOR, TENANT shall, within fifteen (15) days unless a greater period of time is granted in the reasonable discretion of LESSOR, correct such nonconforming work after which LESSOR will conduct another Tower inspection to approve the corrections. Cost of the aforementioned Tower inspections and work corrections shall be at the sole cost and expense of TENANT and shall be conducted pursuant to the terms and conditions set forth in paragraph 6 of this Agreement. If for any reason the Tower does not have sufficient height or loading capacity for TENANT's antennas, now or in the future, TENANT, may at its expense and subject to LESSOR's sole prior approval, modify the Tower and leased premises as may be required by constructing additional height to the Tower, or by constructing an additional free standing monopole or three sided antenna structure of sufficient height now or in the future.

5. Approvals: TENANT is responsible for obtaining all necessary Federal, State and local governmental approvals. TENANT shall apply, obtain and follow through with any required permit and/or inspection as deemed necessary by the Pompano Beach Building Department. TENANT shall observe and comply with all laws,

statutes, ordinances, rules and regulations of the United States government, the state of Florida, the County of Broward, the City of Pompano Beach and any department or agency of the above. TENANT shall use the leased premises for the purpose of constructing, maintaining and operating a Communications Facility and uses incidental thereto. TENANT may at its discretion modify its antennas or building(s) subject to the notice provisions contained herein. A security fence consisting of chain link construction or similar but comparable construction may at the option of TENANT be placed around the perimeter of the leased premises (not including the access easement), conditioned upon LESSOR being provided 24 hour a day 7 days a week emergency access. All improvements shall be at TENANT's expense. LESSOR grants TENANT the right to use adjoining and adjacent land as is reasonably required during construction, installation, maintenance, and operation of the Communications Facility provided that the use of said area will not impede LESSOR's use of its land. TENANT will maintain the leased premises in a reasonable condition. It is understood and agreed that TENANT's ability to use the licensed premises is contingent upon its obtaining after the execution date of this Agreement, all of the certificates, permits and other approvals that may be required by any federal, state or local authorities. LESSOR shall cooperate with TENANT in its effort to obtain such approvals and shall take no action which would adversely affect the status of the leased premises with respect to the proposed use thereof by TENANT. LESSOR agrees to sign such papers as are customarily and reasonably required to file such applications as may be required for the use intended by TENANT. In the event that any of such applications should be finally rejected or any certificate, permit, LEASE or approval issued to TENANT is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority or soil boring tests or radio frequency propagation tests are found to be unsatisfactory so that TENANT, in its sole discretion, will be unable to use the leased premises for its intended purposes, TENANT shall have the right to terminate this Agreement. Notice of the TENANT's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon receipt of such notice by the LESSOR as evidenced by the return receipt. All rentals paid to said termination date shall be retained by the LESSOR. Upon such termination, except for paragraph 13, "Indemnification and Insurance", which shall survive the termination of this Agreement, this Agreement shall become null and void and all the parties shall have no further obligations, including the payment of money, to each other.

6. Approval of Contractor's and Installation Plans: TENANT, without liability of any kind to LESSOR, may commence work only after LESSOR has approved all plans and specifications in writing. LESSOR's approval shall not be unreasonably withheld or delayed. TENANT agrees to comply with all of LESSOR's requirements, including notifying LESSOR at least one (1) week prior to the

commencement of any installation or equipment delivery of its antennas or equipment. LESSOR shall have the option to approve TENANT's contractor prior to any installation and/or maintenance that will require access to the Tower and any installation of the equipment shelter. All necessary electrical and/or grounding work shall be performed by an electrical contractor specifically approved by LESSOR. Prior to the commencement of any work, TENANT shall furnish to LESSOR a written waiver of the right to file construction liens signed by every person, firm or corporation who will furnish material, supplies, or labor in such construction, installation, remodeling, removal and/or additions and will also furnish certificate(s) evidencing adequate coverage under the Workmen's compensation Act of the State of Florida and adequate contractor's liability and general liability insurance in limits satisfactory to the LESSOR, which limits the LESSOR shall apply in a reasonable manner. TENANT agrees to promptly discharge, transfer or bond any lien that may be filed against the premises which results from its use of the premises, within 25 days from notice of the filing thereof.

7. Standard for Performance: TENANT, at its sole cost and expense, shall cause the approved work to be done and completed in a good, substantial and workmanlike manner, free from faults and defects, and in compliance with all legal requirements, and shall utilize only first class materials and supplies. TENANT shall be solely responsible for construction means, methods, techniques, sequences and procedures, and for coordinating all activities related to the work. Except as provided in Paragraph 4 of this LEASE Agreement, LESSOR shall have no duty or obligation to inspect the work, but shall have the absolute right to do so.

8. Completion of Work: Whenever TENANT is required to perform any approved work upon the leased premises, TENANT shall promptly commence the work and, once commenced, diligently and continually pursue the work and direct the work utilizing TENANT's best efforts and reasonable care, and TENANT shall assign such qualified personnel to the work as may be necessary to cause the work to be completed in an expeditious fashion.

9. Payment of Costs and Expenses. TENANT shall provide and pay for all labor, materials, goods and supplies, equipment, appliances, tools, construction equipment and machinery and other facilities and services necessary for the proper execution and completion of the work. TENANT shall promptly pay when due all costs and expenses incurred in connection with the work. TENANT shall pay all sales, consumer, use and similar taxes required by law in connection with the work, and shall secure and pay for all permits, fees and licenses necessary for the performance of the work.

10. LESSOR's Repairs. LESSOR will make at its expense all necessary repairs and replacements, as well as alterations required

by any governmental authority having jurisdiction in and to the Tower and leased premises, unless the required repairs, replacements, or alterations are solely required for the TENANT's communication equipment located on the Tower and if so, the TENANT shall make, at its expense, all necessary repairs, replacements, and alterations as required. Provided however, if the Tower is destroyed or damaged to such an extent that in LESSOR's sole judgement repair would be an imprudent business decision, LESSOR may elect not to repair or rebuild the Tower and in such event, may terminate this LEASE and reimburse TENANT the pro-rata share of the rent that has been paid in advance of any unexpired term hereunder.

11. TENANT's Repairs: TENANT shall maintain in a good state of repair and in good operating condition its antennas and transmitting and other equipment, all in accordance with good engineering practices and applicable governmental rules and regulations.

12. Interference: LESSOR and TENANT shall at all times exercise the greatest care and judgment to prevent interference or damage to either's communications services. TENANT acknowledges and agrees that the continuity of LESSOR's service is of paramount importance. TENANT will cause its engineers to verify by frequency search that its signal will not interfere with radiating or receiving facilities of LESSOR as of the date of execution of this Agreement and shall provide written documentation to LESSOR reflecting same. In the event interference is encountered by either party, both LESSOR and TENANT agree to exercise their best efforts to promptly and diligently resolve such problems after notice of any such interference. In the event that such efforts are unsuccessful, the TENANT shall notify LESSOR in writing and LESSOR may at its option (1) attempt to resolve said interference problems at a cost approved and reimbursed by TENANT, or (2) immediately terminate this Agreement without further obligation to TENANT. In the event TENANT is unsuccessful in its efforts to resolve each interference after a reasonable period (not more than 30 days), TENANT may terminate this Agreement without further liability to LESSOR. Interference shall be deemed to be any interference which violates the terms and conditions of transmitter licenses, and/or rules and regulations of the Federal Communications Commission and/or interference of LESSOR's use, transmittal, or communications.

13. Indemnification and Insurance: a) TENANT shall indemnify and hold LESSOR harmless against any claims of liability or loss from personal injury, death, or property damage resulting from or arising out of the use and occupancy of the leased premises by the TENANT, its servants or agents, excepting, however, such claims or damages as may be due to or caused by the acts of the LESSOR, or its servants or agents. LESSOR agrees that TENANT may self-insure against any loss or damage which could be covered by a comprehensive general public liability insurance policy which shall

meet or exceed LESSOR's insurance coverage requirements as described on the attached Exhibit "D" and incorporated herein by reference. b) LESSOR shall not be liable to TENANT for any loss, theft, disappearance, damage, or destruction of any personal property stored or placed by TENANT in or on the Tower or surrounding property regardless of cause.

14. Termination: TENANT, upon expiration or termination of this Agreement, at its own costs and expense, shall completely remove or have removed, all structures, including antennas and associated mounting brackets and transmission equipment and concrete foundations, fences, and other associated structures and restore the leased premises to its original condition, ordinary wear and tear excepted to the reasonable satisfaction of LESSOR. At LESSOR's option when this Agreement is terminated and upon LESSOR's advance written notice to TENANT, TENANT will leave, at no cost to LESSOR, the unmanned equipment shelter, the pad, the foundation and security fence to become property of LESSOR. If such time for removal causes TENANT to remain on the leased premises after termination of this Agreement, TENANT shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of personal property and fixtures are completed.

15. Default: If TENANT defaults in fulfilling any of the covenants of this Agreement and such default shall continue for forty-five (45) days after service by LESSOR of written notice upon TENANT specifying the nature of said default, or, if the said default so specified shall be of such a nature that the same cannot be reasonably cured or remedied within such forty-five (45) day period, if TENANT shall not in good faith commence the curing or remedying of such default within such forty-five (45) day period and shall not thereafter diligently proceed therewith to completion, then in any one or more of such events this Agreement shall terminate and come to an end as fully and completely as if such date were the day herein definitely fixed for the end and expiration of this Agreement and TENANT shall then quit and surrender the Leased Premises to LESSOR as provided herein.

16. Assignment, Sublease/Lease, Sale, or Transfer: This Agreement may not be sold, licensed, subleased, assigned or transferred at any time, except to TENANT's principal, affiliates or subsidiaries of its principal or to any company upon which TENANT is merged or consolidated, without the prior written consent of the LESSOR, such consent may not be unreasonably withheld.

17. Notice: All notices hereunder must be in writing and shall be deemed valid, if sent by certified mail, return receipt requested, addressed as follows, or sent to any other address that the party to be notified may have designated to the sender by like notice:

LESSOR: City of Pompano Beach  
100 W. Atlantic Blvd.  
Pompano Beach, Florida  
Attn: City Manager

TENANT: BellSouth Mobility Inc  
500 Cypress Creek Road W., Suite 700  
Fort Lauderdale, Florida 33309  
ATTN: Manager Real Estate

18. Subordination: At LESSOR's option, this Agreement shall be subordinate to any mortgage by LESSOR which from time to time may encumber all or part of the leased premises or right of way, provided, however, every such mortgage shall recognize the validity of this Agreement in the event of a foreclosure of LESSOR's interest and also TENANT's right to remain in occupancy of and have access to the leased premises as long as TENANT is not in default of this Agreement. TENANT shall execute in a timely manner whatever instruments as may reasonably be required to evidence this subordination clause. In the event the leased premises is encumbered by a mortgage, the LESSOR, no later than thirty (30) days after this lease is exercised, shall have obtained and furnished to TENANT a non-disturbance instrument in recordable form for each such mortgage. In the event LESSOR fails to provide TENANT with such instrument within such time period, LESSOR agrees that TENANT may, at TENANT's option, withhold and accrue the monthly rental until such time as the requested instrument is received by TENANT.

19. Binding Agreement: This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns (when allowed to be assigned) of the parties hereto.

20. Condemnation: If the whole of the leased premises or such portion thereof as will make the premises unusable for the purposes herein leased, are condemned by any legally constituted authority other than LESSOR, for any public use or purpose, or sold under threat thereof, then in either of said events the term hereby granted shall cease from the time when possession of the leased premises, inclusive of the Tower, is taken by public authorities, and rental shall be accounted for as between LESSOR and TENANT as of that date on a pro-rata basis for rents paid in advance. Any lesser condemnation shall in no way affect the respective rights and obligations of LESSOR and TENANT hereunder. Nothing in this provision shall be construed to limit or affect TENANT's right to an award of compensation of any eminent domain proceeding for the taking of TENANT's antennas and equipment, if taken.

21. Agreement Recordable: LESSOR and TENANT agree that this Agreement will be forwarded for recording or filing in the appropriate office of the County of Broward, and LESSOR and TENANT

agree to take such actions as may be necessary to permit such recording or filing. TENANT, at TENANT's option and expense, may obtain title insurance on the space leased herein. LESSOR, shall cooperate with TENANT's efforts to obtain such title insurance policy by executing documents or, at LESSOR's expense, obtaining requested documentation as required by the title insurance company. If title is found to be defective, LESSOR shall use diligent effort to cure the defects in title. At TENANT's option, should the LESSOR fail to provide requested documentation within thirty (30) days of TENANT's request, or fail to provide the Non-Disturbance instrument(s) as noted in Paragraph 18 of this Agreement, TENANT may withhold and accrue the monthly rental until such time as the requested document(s) is (are) received, or if title is found to be defective and LESSOR has failed to cure the defects within a reasonable period, TENANT may cancel this Agreement or cure the title defect at LESSOR's expense utilizing the withheld payments.

22. Miscellaneous:

a) Should the LESSOR, at any time during the term of this Agreement, decide to sell all or any part of its real property which includes the leased premises herein and/or the right of way thereto to a purchaser other than TENANT, such sale shall be under and subject to this Agreement and TENANT's rights hereunder. LESSOR agrees not to sell, lease or use any other areas of the larger parcel upon which the leased premises is situated for the placement of other communications facilities if, in TENANT's reasonable judgment, such installation would interfere with the facilities in use by TENANT.

b) LESSOR covenants that TENANT, on paying the rent and performing the covenants shall peaceably and quietly have, hold and enjoy the leased premises.

c) LESSOR covenants that LESSOR is seized of good and sufficient title and interest to the real property and has full authority to enter into and execute this Agreement. LESSOR further covenants that there are no other liens, judgments or impediments of title on the leased premises.

d) It is agreed and understood that this Agreement contains all agreements, promises and understandings between the LESSOR and TENANT and that no verbal or oral agreements, promises or understandings shall be binding upon either the LESSOR or TENANT in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing and signed by the parties.

e) This Agreement shall be executed in three (3) counterparts, each of which shall be deemed an original, and such counterparts shall constitute but one and the same Agreement.

23. Governing Laws: This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State of Florida.

24. Final Agreement: This Agreement represents the final agreement of the parties and no agreements or representations, unless incorporated into this Agreement, shall be binding on any of the parties. The date of this Agreement shall be the day upon which it becomes fully executed by all parties.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals the day and year first above written.

LESSOR

Signed, sealed and delivered  
in the presence of:

Shelley R. Bartholomew  
Print Name Shelley R. Bartholomew

Tammy J. Rogers  
Print Name Tammy J. Rogers

CITY OF POMPANO BEACH, FLORIDA

By: [Signature]  
Stewart R. Kester, Jr., Mayor

By: [Signature]  
Larry McNerney, Acting City Manager  
(SEAL)

Attest:

By: [Signature]  
Mary L. Chambers  
City Clerk

Approved by:

By: [Signature]  
Sharon V. Thorsen, Esq.  
City Attorney

STATE OF FLORIDA :

COUNTY OF BROWARD :

I HEREBY CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 1994, before me personally appeared STEWART R. KESTER, JR., as Mayor of the CITY OF POMPANO BEACH, a municipal Florida corporation

who is personally known to me .

WITNESS my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 1994.

NOTARY PUBLIC  
Print Name \_\_\_\_\_

My Commission Expires:

**TENANT**

Signed, sealed and delivered  
in the presence of:

Print Name BRITNY BEAL-DETTIS

Print Name FRANLY WALSH

12 BELLSOUTH MOBILITY INC

By: \_\_\_\_\_  
Print Name: Jim Walz / VP Reg 1  
Address: 500 Cypress Creek Rd.  
FT. Lauderdale FL 33309  
4.5.94

STATE OF FLORIDA :

COUNTY OF BROWARD :

I HEREBY CERTIFY that on this 5<sup>th</sup> day of April, 1994, before me personally appeared Jim Walz, as Regional V.P of BELLSOUTH MOBILITY INC, who is personally known to me or who has produced \_\_\_\_\_ as ~~identification~~ and who ~~did~~ (did not) take an oath.

WITNESS my hand and official seal this 5<sup>th</sup> day of April, 1994.

NOTARY PUBLIC  
Print Name Lori Gobert

My Commission Expires:

3/29/97

5434LEAS.AGM  
REV.1/25/94

LORI GOBERT  
MY COMMISSION # CC 272339  
EXPIRES: March 29, 1997  
Bonded Thru Notary Public Underwriters

LORI GOBERT  
MY COMMISSION # CC 272339  
EXPIRES: March 29, 1997  
Bonded Thru Notary Public Underwriters

"CITY":

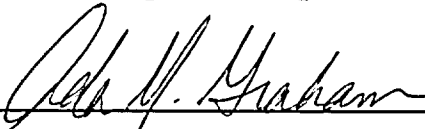
CITY OF POMPANO BEACH

STATE OF FLORIDA :  
COUNTY OF BROWARD :

The foregoing instrument was acknowledged before me on this 11th day of March, 1994, by STEWART R. KESTER, JR., as Mayor, of the City of Pompano Beach, a Florida municipal corporation, on behalf of the municipal corporation. He is personally known.

NOTARY SEAL:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. NOV. 4, 1996  
BONDED THRU GENERAL INV. UND.

  
\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA  
(Signature of Notary Taking  
Acknowledgment)

ADA M. GRAHAM

\_\_\_\_\_  
(Name of Acknowledger Typed,  
Printed or Stamped)

CC157598

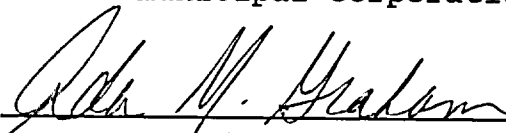
\_\_\_\_\_  
(Commission Number)

STATE OF FLORIDA :  
COUNTY OF BROWARD :

The foregoing instrument was acknowledged before me on this 11th day of March, 1994, by LARRY MCNERNEY, as Acting City Manager, of the City of Pompano Beach, a Florida municipal corporation, on behalf of the municipal corporation. He is personally known to me.

NOTARY SEAL:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. NOV. 4, 1996  
BONDED THRU GENERAL INV. UND.

  
\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA  
(Signature of Notary Taking  
Acknowledgment)

ADA M. GRAHAM

\_\_\_\_\_  
(Name of Acknowledger Typed,  
Printed or Stamped)

CC157598

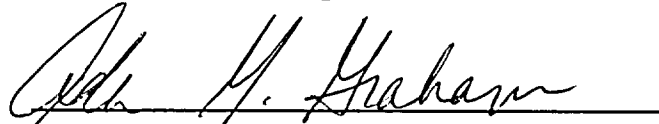
\_\_\_\_\_  
(Commission Number)

STATE OF FLORIDA :  
COUNTY OF BROWARD :

The foregoing instrument was acknowledged before me on this 11th day of March, 1994, by MARY L. CHAMBERS, as City Clerk of the City of Pompano Beach, a Florida municipal corporation, on behalf of the municipal corporation. She is personally known to me.

NOTARY SEAL:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. NOV. 4, 1996  
BONDED THRU GENERAL F.S. UND.



NOTARY PUBLIC, STATE OF FLORIDA  
(Signature of the Notary  
Taking Acknowledgment)

ADA M. GRAHAM

(Name of Acknowledger Typed,  
Printed or Stamped)

CC157598

(Commission Number)

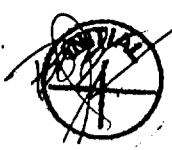
# **EXHIBIT "A"**

## **I. Tower Hardware Cellular Requirments:**

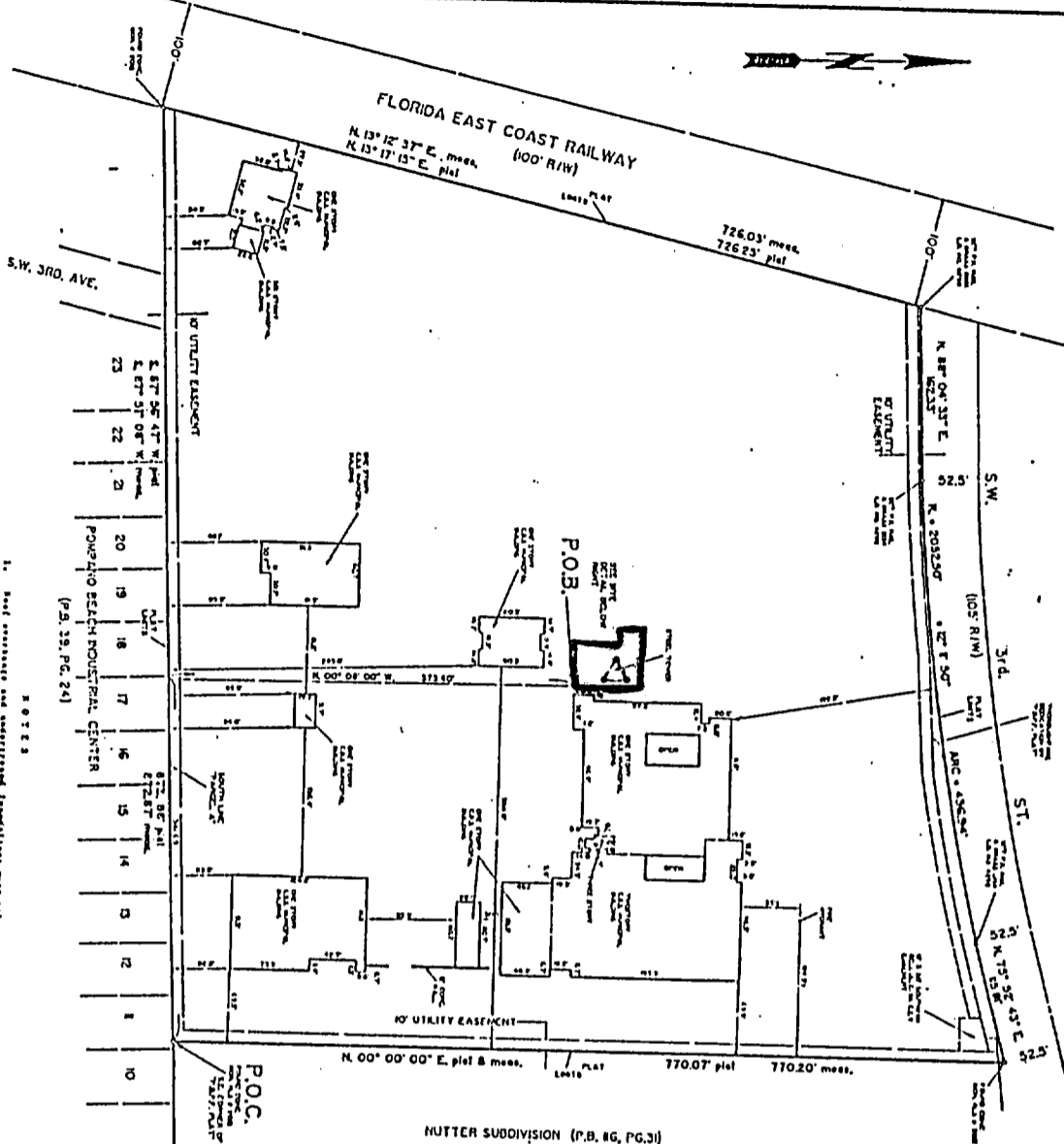
- a. 3-4' Panel Antennas--DB833 or equivalent at 100', azimuth of 345 degrees
- b. 3-4' Panel Antennas--DB833 or equivalent at 100', azimuth of 95 degrees
- c. 3-4' Panel Antennas--DB833 or equivalent at 100', azimuth of 215 degrees
- d. 12 runs of LDF5-50A 7/8 inch transmission lines

## **II. Lessee is hereby granted permission to make equipment changes during the term of this agreement provided such modifications do not increase the tower loading.**

# EXHIBIT "B" SITE "CDXW"



## PARENT TRACT SKETCH SCALE 1" = 50'



- ABBREVIATIONS**
- 1. 1/2" = 100' Scale
  - 2. 1/4" = 50' Scale
  - 3. 1/8" = 25' Scale
  - 4. 1/16" = 12.5' Scale
  - 5. 1/32" = 6.25' Scale
  - 6. 1/64" = 3.125' Scale
  - 7. 1/128" = 1.5625' Scale
  - 8. 1/256" = 0.78125' Scale
  - 9. 1/512" = 0.390625' Scale
  - 10. 1/1024" = 0.1953125' Scale
  - 11. 1/2048" = 0.09765625' Scale
  - 12. 1/4096" = 0.048828125' Scale
  - 13. 1/8192" = 0.0244140625' Scale
  - 14. 1/16384" = 0.01220703125' Scale
  - 15. 1/32768" = 0.006103515625' Scale
  - 16. 1/65536" = 0.0030517578125' Scale
  - 17. 1/131072" = 0.00152587890625' Scale
  - 18. 1/262144" = 0.000762939453125' Scale
  - 19. 1/524288" = 0.0003814697265625' Scale
  - 20. 1/1048576" = 0.00019073486328125' Scale
  - 21. 1/2097152" = 9.53674319375e-05' Scale
  - 22. 1/4194304" = 4.768371596875e-05' Scale
  - 23. 1/8388608" = 2.3841857984375e-05' Scale
  - 24. 1/16777216" = 1.19209289921875e-05' Scale
  - 25. 1/33554432" = 5.96046449609375e-06' Scale
  - 26. 1/67108864" = 2.980232248046875e-06' Scale
  - 27. 1/134217728" = 1.4901161240234375e-06' Scale
  - 28. 1/268435456" = 7.4505806201171875e-07' Scale
  - 29. 1/536870912" = 3.72529031005859375e-07' Scale
  - 30. 1/1073741824" = 1.862645155029296875e-07' Scale
  - 31. 1/2147483648" = 9.313225775146484375e-08' Scale
  - 32. 1/4294967296" = 4.6566128875732421875e-08' Scale
  - 33. 1/8589934592" = 2.32830644378662109375e-08' Scale
  - 34. 1/17179869184" = 1.164153221893310546875e-08' Scale
  - 35. 1/34359738368" = 5.820766109466552734375e-09' Scale
  - 36. 1/68719476736" = 2.9103830547332763671875e-09' Scale
  - 37. 1/137438953472" = 1.45519152736663818359375e-09' Scale
  - 38. 1/274877906944" = 7.27595763683319091796875e-10' Scale
  - 39. 1/549755813888" = 3.637978818416595458984375e-10' Scale
  - 40. 1/1099511627776" = 1.8189894092082977294921875e-10' Scale
  - 41. 1/2199023255552" = 9.0949470460414886474609375e-11' Scale
  - 42. 1/4398046511104" = 4.54747352302074432373046875e-11' Scale
  - 43. 1/8796093022208" = 2.273736761510372161865234375e-11' Scale
  - 44. 1/17592186044416" = 1.1368683807551860809326171875e-11' Scale
  - 45. 1/35184372088832" = 5.6843419037759304046630859375e-12' Scale
  - 46. 1/70368744177664" = 2.84217095188796520233154296875e-12' Scale
  - 47. 1/140737488355328" = 1.421085475943982601165771484375e-12' Scale
  - 48. 1/281474976710656" = 7.105427379719913005828857421875e-13' Scale
  - 49. 1/562949953421312" = 3.5527136898599565029144287109375e-13' Scale
  - 50. 1/1125899906842624" = 1.77635684492997825145721435546875e-13' Scale
  - 51. 1/2251799813685248" = 8.881784224649891257286071777296875e-14' Scale
  - 52. 1/4503599627370496" = 4.4408921123249456286430358886484375e-14' Scale
  - 53. 1/9007199254740992" = 2.22044605616247281432151794432421875e-14' Scale
  - 54. 1/18014398509481984" = 1.110223028081236407160758972162109375e-14' Scale
  - 55. 1/36028797018963968" = 5.551115140406182035803794860810546875e-15' Scale
  - 56. 1/72057594037927936" = 2.7755575702030910179018974304052734375e-15' Scale
  - 57. 1/144115188075855872" = 1.38777878510154550895094871520263671875e-15' Scale
  - 58. 1/288230376151711744" = 6.93889392550772754475472357601318359375e-16' Scale
  - 59. 1/576460752303423488" = 3.469446962753863772377361788006591796875e-16' Scale
  - 60. 1/1152921504606846976" = 1.7347234813769318861888808940032958984375e-16' Scale
  - 61. 1/2305843009213693952" = 8.6736174068846594309444044700164794921875e-17' Scale
  - 62. 1/4611686018427387904" = 4.33680870344232971547220223500823974609375e-17' Scale
  - 63. 1/9223372036854775808" = 2.168404351721164857736101117504119873046875e-17' Scale
  - 64. 1/18446744073709551616" = 1.0842021758605824288680505587520599365234375e-17' Scale
  - 65. 1/36893488147419103232" = 5.4210108793029121443442527937602996826171875e-18' Scale
  - 66. 1/73786976294838206464" = 2.71050543965145607217212639688014984130859375e-18' Scale
  - 67. 1/147573952589676412928" = 1.355252719825728036086063198440074920654296875e-18' Scale
  - 68. 1/295147905179352825856" = 6.776263599128640180433031992200374603271484375e-19' Scale
  - 69. 1/590295810358705651712" = 3.3881317995643200902165159961001873016357421875e-19' Scale
  - 70. 1/1180591620717411303424" = 1.69406589978216004510825799805009365081787109375e-19' Scale
  - 71. 1/2361183241434822606848" = 8.47032949891080022554128999025046825408938546875e-20' Scale
  - 72. 1/4722366482869645213696" = 4.235164749455400112770644995125234127044692734375e-20' Scale
  - 73. 1/9444732965739290427392" = 2.1175823747277000563853224975626170635223463671875e-20' Scale
  - 74. 1/18889465931478580854784" = 1.05879118736385002819266124878130853176117318359375e-20' Scale
  - 75. 1/37778931862957161709568" = 5.29395593681925014096330624390654265880586591796875e-21' Scale
  - 76. 1/75557863725914323419136" = 2.6469779684096250704816531219532713294029329589375e-21' Scale
  - 77. 1/151115727451828646838272" = 1.32348898420481253524082656097663566470146647946875e-21' Scale
  - 78. 1/302231454903657293676544" = 6.617444921024062676204132800483178323507332397234375e-22' Scale
  - 79. 1/604462909807314587353088" = 3.3087224605120313381020664002415891617536661986171875e-22' Scale
  - 80. 1/1208925819614629174706176" = 1.65436123025601566905103320012079458087683309930859375e-22' Scale
  - 81. 1/2417851639229258349412352" = 8.27180615128007834525516640006039790438416649654296875e-23' Scale
  - 82. 1/4835703278458516698824704" = 4.135903075640039172627583200030198952192083248271484375e-23' Scale
  - 83. 1/9671406556917033397649408" = 2.0679515378200195863137916000150994760960416241357421875e-23' Scale
  - 84. 1/19342813113834066795298816" = 1.03397576891000979315689580000754973804802081206787109375e-23' Scale
  - 85. 1/38685626227668133590597632" = 5.16987884455000496578447900000377369024010406033938546875e-24' Scale
  - 86. 1/77371252455336267181195264" = 2.584939422275002482892239500001886845120052030169692734375e-24' Scale
  - 87. 1/154742504910672534362390528" = 1.2924697111375012414461197500009434225600260150848463671875e-24' Scale
  - 88. 1/309485009821345068724781056" = 6.46234855568750122072309875000047171280013007542423168359375e-25' Scale
  - 89. 1/618970019642690137449562112" = 3.231174277843750610361549375000235856400065037712115841796875e-25' Scale
  - 90. 1/1237940039285380274899124224" = 1.6155871389218753051807746875001179282000325188560579208984375e-25' Scale
  - 91. 1/2475880078570760549798248448" = 8.0779356946093765259038734375005896410001625942802896044921875e-26' Scale
  - 92. 1/4951760157141521099596496896" = 4.03896784730468826295193671875029482050008129714014480224609375e-26' Scale
  - 93. 1/9903520314283042199192993792" = 2.019483923652344131475968359375147241250040648570072401123046875e-26' Scale
  - 94. 1/19807040628566084398385987584" = 1.0097419618261720657379841796875736120625203242850362005615234375e-26' Scale
  - 95. 1/39614081257132168796771975168" = 5.0487098091308603286899208984378680626126016214251810028076171875e-27' Scale
  - 96. 1/79228162514264337593543950336" = 2.52435490456543016434496044921893403130630081071259050140380859375e-27' Scale
  - 97. 1/158456325028528675187087900672" = 1.262177452282715082172480224609467015653150405356295250701904296875e-27' Scale
  - 98. 1/316912650057057350374175801344" = 6.310887261413575410862401123047335078265752026781476253504521484375e-28' Scale
  - 99. 1/633825300114114700748351602688" = 3.1554436307067877054312005615236675391328760133907381267522607421875e-28' Scale
  - 100. 1/1267650600228229401496703205376" = 1.57772181535339385271560028076183376956643800669536906337613037109375e-28' Scale
  - 101. 1/2535301200456458802993406410752" = 7.88860907676696926357800140380916884783219003347684531673065185546875e-29' Scale
  - 102. 1/5070602400912917605986812821504" = 3.944304538383484631789000701904584423916095016738422658365325927734375e-29' Scale
  - 103. 1/10141204801825835211973625643008" = 1.9721522691917423158945003509522922119580475083692113291826629638671875e-29' Scale
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  - 105. 1/40564819207303340847894502572032" = 4.93038067297935578973625087738073052989511877092302832295665740841796875e-30' Scale
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  - 111. 1/2596148429267413814265248164610048" = 7.7037198015302434214653919959073914529611230795672317233697772006527796875e-32' Scale
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  - 116. 1/83076749736557242056487941267521536" = 2.407412437978201069207934998721059579050350962364759913553055375203993115234375e-33' Scale
  - 117. 1/166153499473114484112975882535043072" = 1.2037062189891005346039674993605297895251754811823799567765276876019965576171875e-33' Scale
  - 118. 1/332306998946228968225951765070086144" = 6.018531094945502673019837499680263947625877405911899783882638438009982788089375e-34' Scale
  - 119. 1/664613997892457936451903530140172288" = 3.0092655474727513365099187498401319738129387029559498919413192190049913940446875e-34' Scale
  - 120. 1/1329227995784915872903807060280344576" = 1.50463277373637566825495937492006598690646935147797494597065960950249569702234375e-34' Scale
  - 121. 1/2658455991569831745807614120560689152" = 7.52316386868187784127247968740032793453234675738898747985329804751249784351171875e-35' Scale
  - 122. 1/5316911983139663491615228241121378304" = 3.761581934340938920636239843700163967266173378694493739926649023756248921755859375e-35' Scale
  - 123. 1/10633823966279326983230456482242756608" = 1.8807909671704694603181199218500819836330866893472468699633245118781244608779296875e-35' Scale
  - 124. 1/21267647932558653966460912964485513216" = 9.4039548358523473015905996092504099181654334467362343498166225593906244303896484375e-35' Scale
  - 125. 1/42535295865117307932921825928971026432" = 4.70197741792617365079529980462520495908271672336811717490831127969531221519482421875e-35' Scale
  - 126. 1/85070591730234615865843651857942052864" = 2.350988708963086825397649902312602479541358361684058587454155639847656107597412109375e-35' Scale
  - 127. 1/170141183460469231731687303715884105728" = 1.175494354481543412698824951156301239770679180842029293727077819923828053798706046875e-35' Scale
  - 128. 1/340282366920938463463374607431768211456" = 5.877471772407717063494412255781506198853395904210146146835389099619140268993530234375e-35' Scale
  - 129. 1/680564733841876926926749214863536422912" = 2.9387358862038585317472061278907530994266979521050730734176945498095701344967651171875e-35' Scale
  - 130. 1/1361129467683753853853498429727072845824" = 1.4693679431019292658736030639453765497133489760525365367088472749047850672483825589375e-35' Scale
  - 131. 1/2722258935367507707706996859454145691648" = 7.3468397155096463293680153197268827485667448802626826835442363745239253362419127946875e-35' Scale
  - 132. 1/5444517870735015415413993718908291383296" = 3.67341985775482316468400765986344137428337244013134134177211818726196266812095639734375e-35' Scale
  - 133. 1/10889035741470030830827987437816582766592" = 1.836709928877411582342003829931720687141686220065670670886059093630981333660478198671875e-35' Scale
  - 134. 1/21778071482940061661655974875633165533184" = 9.1835496443870579117100191496586034357084311003283533544302954681549

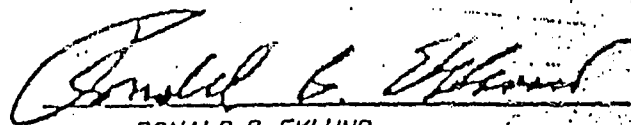
# EXHIBIT "C" SITE "CDXW"

## LEASE PARCEL LEGAL DESCRIPTION

A portion of Parcel "A", of "P.B.P.F. PLAT", according to the plat thereof as recorded in Plat Book 139, Page 18 of the Public Records of Broward County, Florida, being more particularly described as follows:

Commencing at the Southeast corner of said Parcel "A", of "P.B.P.F. PLAT"; thence S.87°57'03"W. along the South line of said Parcel "A", a distance of 341.69 feet to a point; thence N.00°03'00"W., a distance of 373.40 feet to the Point of Beginning; thence S.89°52'00"W., a distance of 39.70 feet to a point; thence N.00°03'00"W., a distance of 41.10 feet to a point; thence S.89°52'00"W., a distance of 10.30 feet to a point; thence N.00°03'00"W., a distance of 23.50 feet to a point; thence N.89°52'00"E., a distance of 50.00 feet to a point; thence S.00°08'00"E., a distance of 64.60 feet to the Point of Beginning.

Containing 2,806.7 square feet or 0.06 acres more or less.



RONALD B. EKLUND  
REGISTERED LAND SURVEYOR #2559  
STATE OF FLORIDA

COMM. NO. 3560.37

11-15-93

SHEET 1 of 1



**MORGAN & EKLUND INC.**

**PROFESSIONAL SURVEY CONSULTANTS**

**VERO BEACH - DEERFIELD BEACH**

BOUNDARY • MORTGAGE • ROUTE • CONSTRUCTION • TOPOGRAPHIC • CONTROL • HYDROGRAPHIC SURVEYS

1850 43RD. AVE. SUITE C-A  
VERO BEACH, FLORIDA 32960  
407-669-2218 FAX-407-669-2190  
1500 S.E. 3RD. CT. SUITE 203  
DEERFIELD BEACH, FLORIDA 33441  
305-421-6882 FAX-305-421-0451

**DRAFT****EXHIBIT "B"****INSURANCE REQUIREMENTS OF THE CITY OF POMPANO BEACH**

THE CONTRACTOR SHALL NOT COMMENCE OPERATIONS, UNDER THE TERMS OF THIS AGREEMENT UNTIL CERTIFICATION OR PROOF OF INSURANCE, DETAILING TERMS AND PROVISIONS OF COVERAGE, HAS BEEN RECEIVED AND APPROVED BY THE CITY OF POMPANO BEACH RISK MANAGER. QUESTIONS CALL (305) 786-4635.

THE FOLLOWING INSURANCE COVERAGE SHALL BE REQUIRED.

- A. WORKER'S COMPENSATION INSURANCE COVERING ALL EMPLOYEES & PROVIDING BENEFITS AS REQUIRED BY FLORIDA STATUTE 440. REGARDLESS OF THE SIZE OF YOUR FIRM. THE CONTRACTOR FURTHER AGREES TO BE RESPONSIBLE FOR EMPLOYMENT, CONTROL AND CONDUCT OF ITS EMPLOYEES AND FOR ANY INJURY SUSTAINED BY SUCH EMPLOYEES IN THE COURSE OF THEIR EMPLOYMENT.
- B. PUBLIC LIABILITY INSURANCE  
NAMING THE CITY OF POMPANO BEACH AS AN ADDITIONAL INSURED IN CONNECTION WITH THE WORK BEING DONE UNDER THIS CONTRACT.
- C. THE FOLLOWING CHECKED TYPES OF INSURANCE AND MINIMUM POLICY LIMITS ARE REQUIRED.

TYPES OF INSURANCE	LIMITS OF LIABILITY	
	EACH OCCURRENCE	AGGREGATE
<u>PUBLIC LIABILITY</u>		
XXXXX COMPREHENSIVE FORM		
XXXXX PREMISES - OPERATIONS	BODILY INJURY \$ 100,000	\$ 300,000
XXXXX EXPLOSION & COLLAPSE HAZARD	PROPERTY DAMAGE \$ 50,000	\$ 50,000
XXXXX UNDERGROUND HAZARD	OR	
XXXXX PRODUCTS (IF ITEMS ARE SOLD)	BODILY INJURY AND	
XXXXX CONTRACTUAL INSURANCE	PROPERTY DAMAGE	
LIQUOR LEGAL (IF ITEMS ARE SOLD)	COMBINED \$ 300,000	\$ 300,000
XXXXX INDEPENDENT CONTRACTORS		
PERSONAL INJURY	PERSONAL INJURY \$ 300,000	\$ 300,000
<u>EXCESS LIABILITY</u>		
UMBRELLA FORM	BODILY INJURY AND	
XXXXX OTHER THAN UMBRELLA FORM	PROPERTY DAMAGE	
	COMBINED \$2,000,000	\$2,000,000
<u>OTHER:</u>		

THE CERTIFICATION OR PROOF OF INSURANCE MUST CONTAIN A PROVISION FOR NOTIFICATION TO THE CITY THIRTY (30) DAYS IN ADVANCE OF ANY MATERIAL CHANGE IN COVERAGE OR CANCELLATION.

CONTRACTOR SHALL FURNISH TO THE CITY THE CERTIFICATION OR PROOF OF INSURANCE REQUIRED BY THE PROVISIONS SET FORTH ABOVE, WITHIN FIVE (5) DAYS AFTER NOTIFICATION OF AWARD OF CONTRACT. MAIL TO P.O. BOX 1300, ATTN.: RISK MANAGER, POMPANO BEACH, FL 33061  
01/04/94

**DRAFT**