



GIS Tracking Sheet

Case No.: SEZ 2005-00012
Intake Date: 3-24-05
Project Name: Verizon Wireless - Three Oaks
STRAP Number(s): 15-46-25-00-00005.102A
Planner Name: Ext.

Josh Philpott

8365

LEGAL DESCRIPTION VERIFICATION and INITIAL GIS MAPPING

Date: 9/20/2005
Arch 15
INTAKE: SEZ 05012

LEGAL SUFFICIENT

☒ YES

☐ NO

Initials: LGM

If not, give brief explanation:

MAP UPDATE following FINAL ACTION

Date: 09 DEC 05

☒ Hearing Examiner Decision

☐ Board of County Commissioner's Resolution

☐ Administrative Approval

☐ Blue Sheet

Zoning Notes: SEZ 2005-00012, 01NOV05, APPROVE REQUEST FOR A 135 FOOT HIGH STEALTH (FLAGPOLE) WIRELESS COMMUNICATION FACILITY AT 18751 THREE OAKS PARKWAY; CONDS.

MAP UPDATED

☒ YES

☐ NO

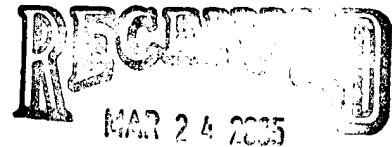
Initials: [Signature]

If not, give brief explanation:

NOTE TO CPD: 015439

PH-3.c.1

SEZ2005-00012



PERMIT COUNTER

DESCRIPTION OF PROPOSED ACCESS EASEMENT

A PORTION OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1931, PAGE 3677, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, AND LYING IN SECTION 15, TOWNSHIP 46 SOUTH, RANGE 25 EAST, SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1931, PAGE 3677, SAID POINT LYING ON THE WESTERLY RIGHT-OF-WAY LINE OF INTERSTATE 75(STATE ROAD 93); PROCEED NORTH 89°59'41" WEST, A DISTANCE OF 286.39 FEET; THENCE NORTH 00°09'23" WEST, A DISTANCE OF 200.20 FEET TO THE POINT OF BEGINNING; THENCE NORTH 42°29'37" WEST, A DISTANCE OF 122.15 FEET; THENCE NORTH 55°36'21" WEST, A DISTANCE OF 96.96 FEET; THENCE SOUTH 84°33'44" WEST, A DISTANCE OF 163.68 FEET; THENCE NORTH 42°38'49" WEST, A DISTANCE OF 363.22 FEET; THENCE SOUTH 81°08'45" WEST, A DISTANCE OF 211.16 FEET TO A POINT ON THE WEST LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1931, PAGE 3677, SAID POINT LYING ON THE EAST RIGHT-OF-WAY LINE OF THREE OAKS PARKWAY(A 100 FOOT WIDE RIGHT-OF-WAY); THENCE NORTH 11°00'00" WEST ALONG THE WEST LINE OF SAID LANDS AND EAST RIGHT-OF-WAY LINE OF SAID THREE OAKS PARKWAY, A DISTANCE OF 20.01 FEET; THENCE NORTH 81°08'45" EAST, A DISTANCE OF 222.59 FEET; THENCE SOUTH 42°38'49" EAST, A DISTANCE OF 363.98 FEET; THENCE NORTH 84°33'44" EAST, A DISTANCE OF 59.08 FEET; THENCE SOUTH 65°36'21" EAST, A DISTANCE OF 106.37 FEET; THENCE SOUTH 42°29'37" EAST, A DISTANCE OF 144.59 FEET; THENCE NORTH 89°57'35" WEST, A DISTANCE OF 27.14 FEET TO THE POINT OF BEGINNING.

CONTAINING 19,537.8 SQUARE FEET OR 0.45 ACRES, MORE OR LESS.

SUBJECT TO ANY AND ALL EASEMENTS, RESERVATIONS, RESTRICTIONS AND RIGHTS-OF-WAY OF RECORD.

Applicant's Legal Checked

by Lgm 9/20/2005

(P2/2)

Exhibit PH-3.C.1 – Legal Description

Description of Parent Tract

(ORB 1931, PG 3677)

A tract of land lying in the SE Quarter (SE ¼) of section 15, township 46 south, range 25 east, Lee County, Florida, more particularly described as follows:

Commencing at the northwest corner of the southeast quarter (SE ¼) of said section 15; thence run S.84°08'36"E. for 356.42 feet; thence run S.63°23'58"E. for 417.26 feet; thence run S.74°58'32"E. for 147.26 feet; thence run N.80°12'17"E. for 202.52 feet; thence east for 99.91 feet to the **Point of Beginning**; thence continue east for 928.83 feet to a point on the westerly right-of-way line of highway I-75; thence run S.14°13'23"E. for 706.75 feet; thence run west for 1008.33 feet; thence run northwesterly 281.8 feet along the arc of a curve concave southwesterly having a radius of 1030.00 feet (chord bearing N.03°09'44"W, chord distance 280.92 feet); thence run N.11°00'00"W for 412.07 feet to the **Point of Beginning**.

Tract herein contains 15.010 acres.

Description of Proposed Verizon Lease Parcel

A portion of the lands described in official records book 1931, page 3677, of public records of Lee County Florida and lying in Section 15, Township 46 South, Range 25 East. Said County being more specifically described as follows:

Commencing at the southeast corner of lands described in Official Records Book 1931, page 3677, said point lying on the westerly right-of-way line of Interstate I-75 (State Road 93); proceed North 89°59'41" West along the south line of said lands, a distance of 286.39 feet; thence North 00°09'23" West, a distance of 160.20 feet to the **Point of Beginning**; thence continue North 00°09'23" West, a distance of 40.00 feet; thence South 89°57'35" East, distance of 40.00 feet; thence South 00°09'23" East, a distance of 40.00 feet; thence North 89°57'35" West, a distance of 40.00 feet to the **Point of Beginning**.

Containing 1,600 square feet, more or less.

Subject to any and all easements, reservations and rights-of-way of record.

Applicant's Legal Checked
by 9/20/2005
(P1/2)

RECEIVED
MAR 24 2005
ZONING

**MEMORANDUM
FROM
THE OFFICE OF THE
LEE COUNTY HEARING EXAMINER**

RECEIVED
NOV 01 2005

DATE: November 1, 2005 COMMUNITY DEVELOPMENT

TO: Board of County Commissioners

FROM: DIANA M. PARKER
County Chief Hearing Examiner

RE: Hearing Examiner Decision

Enclosed you will find the following Hearing Examiner Decision:

Hearing Date: OCTOBER 31, 2005

**SEZ2005-00012 VERIZON WIRELESS in reference to
VERIZON WIRELESS - THREE OAKS**

A decision becomes final on the date rendered by the Hearing Examiner. A Hearing Examiner Decision may be appealed, by Writ of Certiorari, to the Circuit Court in Lee County. Appeals must be filed within thirty (30) days of the date the Hearing Examiner Decision is rendered.

If you have any questions concerning this or any other procedure, or need additional information, please let our office know.

cc: Tim Jones / CAO
Jamie Princing / Community Development
Andy Getch / LCDOT
Sue Noe / Economic Development
Pam Houck / Division of Zoning

SEZ2005-00012
John Fredyma / Asst. Co. Atty.
Josh Philpott / Community Development

**JAMIE PRINCING
COMMUNITY DEVELOPMENT**

OFFICE OF THE HEARING EXAMINER, LEE COUNTY, FLORIDA

HEARING EXAMINER DECISION

SPECIAL EXCEPTION: SEZ2005-00012
APPLICANT: VERIZON WIRELESS, in reference to
VERIZON WIRELESS - THREE OAKS
HEARING DATE: SEPTEMBER 29, 2005

RECEIVED
NOV 01 2005

COMMUNITY DEVELOPMENT

I. APPLICATION:

Filed by VERIZON WIRELESS, c/o JOSEPHINE CONDE, 777 Yamato Road, Suite 600, Boca Raton, Florida 33431 (Applicant); SBA NETWORK SERVICES, c/o JASON LASKEY and KIM MECKES CALLAZO, 5900 Broken Sound Parkway, NW, Boca Raton, Florida 33487; LAURA BELFLOWER, ESQUIRE, 16002 Wyndover Road, Tampa, Florida 33647 (Agents); and PAUL H. FREEMAN, c/o ALAN C. FREEMAN, & NEIL D. FREEMAN, 19091 Tamiami Trail SE, Fort Myers, Florida 33908 (Owner).

Request is for a Special Exception request pursuant to Chapter 34, Division 11 of the Lee County Land Development Code (LDC) to allow a 135-foot-tall stealth wireless communication facility (Flagpole) and ancillary equipment in the Commercial Planned Development (CPD) zoning district (LDC Section 34-934) located at 18751 Three Oaks Parkway.

The subject property is located at 18751 Three Oaks Parkway, in Section 15, Township 46 South, Range 25 East, Lee County, Florida (District #5).

The Strap # as furnished by the Applicant is: 15-46-25-00-00005.102A

II. STAFF RECOMMENDATION: **DENY - Stealth (flagpole) wireless communication facility; and **APPROVE** 135-foot-high monopole antenna supporting structure wireless communication facility.**

The Department of Community Development Staff Report was prepared by Josh Philpott. The Staff Report is incorporated herein by this reference.

III. HEARING EXAMINER DECISION:

The undersigned Lee County Hearing Examiner **APPROVES** the Applicant's request for a Special Exception for a 135-foot-high stealth (flagpole) wireless communication facility for the real estate described in Section VIII. Legal Description WITH THE FOLLOWING CONDITIONS:

A. CONDITIONS:

1. The development must be in substantial compliance with the attached Site Plan entitled "Antenna Installation at Three Oaks Town Center," Sheets 1,3,4,5 & 7 of 9, prepared by Kimley-Horn and Associates, Inc., dated January 2001, date stamped "Received March 24, 2005 Permit Counter" (**Exhibit B**), except as modified by the following conditions.

2. A 10-foot-wide buffer must be installed around the perimeter of the proposed facility consisting of a double row hedge maintained at a height of eight feet and with sabal palms planted 10 feet on center as per the LDC Section 34-1447c). A watering plan, acceptable to Lee County Environmental Sciences, must be submitted prior to Local Development Approval.

3. The stealth wireless communication facility must be installed and maintained to appear flat grey in color, and no flag may be flown from the structure at any time.

4. The overall height of the stealth wireless communication facility must not exceed 135 feet above ground level.

5. Any request for building permits for future co-location of additional wireless communications facilities on the property must be reviewed and approved under the requirements of the LDC and state statutes and regulations.

IV. HEARING EXAMINER DISCUSSION:

This is a request for a Special Exception to allow the construction of a 135-foot-high stealth wireless communications facility on the subject property located in a 15-acre shopping center (CPD) on the east side of Three Oaks Parkway. The tower is to be located on a 40-foot by 40-foot leased parcel at the rear of the shopping center, in close proximity to the I-75 corridor. On the north side of the CPD is the Lee County water treatment plant and then a community park, on the south is vacant CPD zoned lands, and on the west (across Three Oaks Parkway) are RPD zoned and developed lands. The shopping center is designated Suburban in the Lee Plan.

Applicant proposes to construct a 135-foot-high stealth wireless communications facility - resembling a flagpole - with its corresponding equipment/maintenance buildings on the 1,600-square-foot parcel within the shopping center boundaries. They pointed out the lower portion of the tower would be concealed from the residential uses to the west by the buildings of the shopping center and the high landscape buffer enclosing those residences. It would also not be easily visible from the lanes of I-75 because of the densely wooded area lying between the tower and the I-75 corridor.

The tower will be designed to allow co-location by two other wireless communications carriers, and the size of the leased parcel will be sufficient to accommodate the equipment buildings for those other uses. As is appropriate in a stealth tower design, the antennas and all cables will be concealed within the tower itself.

Applicant is proposing a flagpole-style stealth structure - which will be a tall, relatively slender pole, being about four feet across at the bottom. With its small diameter and grey paint, Applicant stressed that the tower would "fade" into the sky and would not impose "visual blight" on the area. They also asserted that putting a flag on this flagpole would simply call attention to the pole, which was contrary to the intent of the stealth tower provisions. They cited to several previous cases in which the flagpole tower was approved, but they were prohibited from flying a flag. They indicated that they would have no objections to the same condition being imposed in this case.

Although they understood that the general public would not be “fooled” into thinking the flagpole tower was anything but a communications tower, they believed that the flagpole tower was the most unobtrusive communications structure in the industry. They knew that Staff was recommending approval of a monopole, and argued that the monopole tower would be more noticeable to the surrounding area. Monopole towers were larger in circumference because they had to support the larger external antennas and cables. Even if the antennas and cables were restricted to the inside, the towers would still be larger than a flagpole tower. For that reason, they believed the stealth flagpole tower would better protect the visual sensibilities of the residents and travelers in this area of Lee County than would the larger, more noticeable monopole tower.

Staff recommended denial of the requested stealth facility, but recommended approval of a 135-foot-high monopole structure with the antenna and cables being hidden inside. They argued that the flagpole tower was not acceptable nor appropriate at the requested height, as there were no other flagpoles in Lee County of such a height. They also found that the stealth tower was not consistent with the LDC’s description and intent of the tower, finding that a flagpole of that height would be clearly visible and intrusive to the surrounding land uses. They did not believe that a 135-foot-high flagpole would “appear to have a separate function,” and would be easily recognized by the public as a communication tower. They pointed out that, if a flag was put on the structure, it would be bigger than any other flags in the County. With the flag, the flagpole would have to be lighted at night, as well, which would clearly call attention to the tower. If, however, the flagpole tower was approved by the Hearing Examiner, Staff wanted a condition added that prohibited the flying of a flag from the structure.

On the other hand, Staff had no problems with recommending approval of a 135-foot-high monopole structure, provided the antennas and cables were hidden inside the structure. They asserted that the proposed flagpole tower was really a “modified monopole structure,” and believed that, as conditioned in the Staff Report, a monopole tower would be consistent with the intent and purpose of the general LDC tower provisions. It was their opinion that the monopole structure would be appropriate in this location, even though it would be larger and more easily visible and identifiable as a communications tower. They also believed that the monopole structure, with internal cables and equipment, would not be detrimental nor injurious to the nearby residents or visitors.

Staff acknowledged that LDC Section 34-1441, et. seq., set out different design and approval criteria for stealth and monopole towers, and that it clearly stated that the stealth tower was the preferred tower. They conceded that the public would recognize the monopole tower for a communications tower, but argued that the LDC regulations did not require the builder to try to conceal the function of a monopole tower as a communications facility. The LDC only required concealment or camouflage of the function of the stealth facility through it being constructed to resemble something that was not generally associated with a wireless communications facility.

Staff understood that this issue has been visited in at least four previous Special Exception requests for towers in Lee County, and that a 100+-foot-high flagpole had been approved, without the flag, as a stealth communication facility in those cases. Nevertheless, Staff stated that it was their duty to continue to strictly interpret and apply the provisions of Section 34-1441, et. seq., to each new tower request. As such, they could not support a 135-foot-tall “flagpole,” because it was simply too tall to be or to even be perceived a “real” flagpole.

The Hearing Examiner's file contains no letters or notifications of objection or support for the requested tower, and no adjacent property owners or residents attended the public hearing to express their opinions regarding the installation of a 135-foot-high communications tower.

Having reviewed the LDC provisions and the prior Hearing Examiner Decisions on this same issue, the undersigned Hearing Examiner cannot concur with Staff's analysis, findings and recommendation of denial of the flagpole/stealth wireless communications tower. She finds that a monopole, with the antenna and cables hidden inside, is merely a larger form of a pole tower that is not dissimilar to the flagpole stealth tower. Staff found that the height of the flagpole made it inconsistent with the "concealment" intent of the stealth tower provisions, because the general public would "know" that the flagpole was a communications tower. However, it was unclear how the public's "knowledge" that the flagpole was a communications tower was more detrimental, injurious or incompatible than the public's certain recognition that the suggested monopole tower was a communications tower.

The provisions of Section 34-1441, et. seq., treat monopole and stealth towers very differently, with the stealth facility being the preferred facility and being subjected to more lenient approval and development criteria. Those same provisions make it quite obvious that a monopole tower, with its larger size and external antenna and cables, is considered a less acceptable, less compatible facility than the stealth facility. Those provisions subject a monopole tower request to more stringent approval and development criteria than a stealth tower. In addition, the LDC, by its own provisions, only allows a monopole tower when it has been proven that a stealth tower is not compatible, feasible nor reasonable on the proposed site. Thus, the LDC instituted a heavier burden for the approval of requests for monopole towers, confirming that the stealth tower is deemed to be appropriate, compatible and acceptable UNLESS specifically proven otherwise.

The Hearing Examiner points out that the Hearing Examiners have found, in four previous cases, that a 100+-foot flagpole tower is a "stealth wireless communications tower" under the definition and provisions of LDC Section 34-1441, et. seq. She finds that, to uphold Staff's recommendation of denial, the flagpole tower must be proven not to be appropriate, compatible or acceptable at the proposed location. It is the Hearing Examiner's opinion that Staff, as the requestor for the monopole tower, must meet that burden of proof before she can agree with Staff's recommendation. It is her opinion that Staff's arguments and reasoning could not meet that burden, nor could they overcome the Ordinance's patent preference for stealth towers. Therefore, the Hearing Examiner finds that nothing in Staff's arguments convinces her that the precedent established by those four previous Decisions should be the ignored.

The Hearing Examiner also concurs with, and supports, Applicant's reasoning and arguments on this matter.

For all the reasons discussed above, the Hearing Examiner is approving the 135-foot-high flagpole stealth tower, with the condition that no flag be flown from the tower.

V. FINDINGS AND CONCLUSIONS:

Based upon the Staff Report, the testimony and exhibits presented in connection with this matter, the undersigned Hearing Examiner makes the following findings and conclusions:

- A. That the Applicant has proved entitlement to the Special Exception, as conditioned, by demonstrating compliance with the Lee Plan, the Land Development Code, and other applicable codes and regulations.
- B. That the requested use, as conditioned, will meet or exceed all performance and locational standards set forth for the potential uses allowed by the request.
- C. That the tower use, as conditioned, is consistent with the densities, intensities and general uses set forth in the Lee Plan.
- D. That the tower use, as conditioned, is compatible with existing or planned uses in the surrounding area.
- E. That approval of the Special Exception, as conditioned, will not place an undue burden upon existing transportation or planned infrastructure facilities, and the development will be served by streets with the capacity to carry traffic it generates.
- F. That the tower use, as conditioned, will not adversely affect environmentally critical areas, natural resources or wood storks.
- G. That the conditions imposed herein are reasonably related to the impacts anticipated from the proposed uses and, with other regulations, will safeguard the public's interests.
- H. That Applicant:
- 1) Has agreed to lease or rent available space on or in the tower, under the terms of a fair-market lease, without discrimination to other wireless communications service providers; and
 - 2) Has agreed to implement all reasonable measures necessary to mitigate potential adverse impacts of the structures and facilities.
- I. That the wireless communications facility or antenna-supporting structure will not be injurious to historical resources, obstruct scenic views, diminish residential property values, or reduce the quality and function of natural or man-made resources.
- J. That the requirement for compliance with federal regulations is no longer allowed as a local government approval criteria by the revised provisions of Section 365.172, Florida Statutes.

VI. LIST OF EXHIBITS:

STAFF'S EXHIBITS

- 1 Antenna Installation at Three Oaks Town Center, Site Number 68914, pages 3 & 5 of 9, Recived at Permit Counter March 24, 2005
- 2 Aerial Photograph, dated 2005, indicating location of proposed Verizon Lease Parcel [color]

Résumés of Lee County Staff are on file with the Hearing Examiner's Office and are incorporated herein.

APPLICANT'S EXHIBITS

- 1 Informational Package, "Stealth Wireless Communications Facility Rather Than Antenna Supporting Structure"
- 2 Stealth Wireless Communications Facility Statement of Compliance
- 3 Local Government Guide to the Application of the Florida E911 Statute to Wireless Site Development

Résumés of Applicant's consultants are on file with the Hearing Examiner's Office and are incorporated herein.

VII. PRESENTATION SUMMARY:

The Hearing Examiner explained the hearing process and placed all the participants under oath. Laura Belflower, an attorney representing Verizon Wireless, introduced herself, noting that she would be testifying as an attorney and as a land planner. Her resume was on file in the Hearing Examiner's Office, and she advised that she has a Master's Degree in Urban and Regional Planning, as well as a law degree. She has had 20 years of experience in planning and land use law, with the last 8 years being in the field of telecommunications.

John Fredyma, Assistant County Attorney, asked Ms. Belflower if she had been recognized in this forum as an expert, and she indicated that she had been accepted as an expert in land planning. But that there was no certification for attorneys in land use law. The Hearing Examiner accepted her as an expert in land use planning.

Ms. Belflower commented that this was a request for a 135-foot-high stealth wireless communications facility. The primary disagreement between the Applicant and Staff was whether or not this facility (proposed as a flagpole) constitutes a stealth wireless communications facility. She would suggest that Staff's question has already been decided, citing to four previous decisions by the Hearing Examiner on cases that involved flagpole towers. She had prepared a document that discussed the issue, basing her discussion and findings on the previous Hearing Examiner Decisions. She thought the last such hearing that they had was a Verizon Wireless site known as Honc, Case Numbers SEZ2005-00003 & VAR2005-0017. In that Decision, the Hearing Examiner acknowledged two previous Decisions that were on record at that time.

She noted, as set out on the second page of her document, the Hearing Examiner's statement on Page 8 of his Decision that read:

The Hearing Examiner, however, cannot concur with Staff regarding their application of Lee County Land Development Code Section 34-1442 to the tower proposed by the Applicant. This office has, in at least two prior cases, concluded that similar or identical towers of the same height constituted a 'stealth wireless communications facility,' as defined in LDC Section 34-1442. [SEZ2004-00027 and SEZ2004-00029]

Just below that, she noted, the Hearing Examiner found that the facility did constitute a stealth wireless facility. Therefore, it was the Applicant's position that, since the issue has already been decided in four other cases, there was no longer a question as to whether the 149-foot-high flagpole tower - without flag - constituted a stealth wireless facility.

It was the Applicant's position that the real issue was whether this stealth wireless facility was appropriate on this site under the standards of the Ordinance.

She noted she had tried to contact the County Attorney's Office to discuss the issue, but had not been successful. Therefore, she was not sure whether or not the County Attorney has taken position as to whether the point was still open for re-examination. She did not know if Staff was bound by the Hearing Examiner's Decisions, but felt they were all getting a little bit tired of going over the same issue time and again. She questioned whether Mr. Fredyma had any opinion or any knowledge of that issue having been addressed before in the County Attorney's Office.

Mr. Fredyma noted they have had instances in the past where certain types of uses or certain determinations or findings by the Hearing Examiner have been carried forward, and they have become binding, at least in future cases until there was some reason to set that aside. The Hearing Examiner offered an example of when a change in the Ordinances had occurred which renders the previous opinions moot. Mr. Fredyma noted that they would look to differentiate this case from the previous cases, such as facts or circumstances with this site that are different from the other sites referenced in the other four cases. However, that difference does not exist, and Ms. Belflower was probably correct that it was appropriate to rely on those earlier determinations that this facility would constitute a stealth facility.

Ms. Belflower noted that was the Applicant's position, as well. She had gone through a similar discussion in her prepared document, to which she had attached the other stealth tower decisions. So, unless there was a reason to believe that this was not a stealth wireless facility or that these opinions were not binding, she would not go through her entire presentation of this document. She would merely suggest that the testimony and argument she had presented in the other four cases also be accepted as basically the same testimony on that issue for this hearing. That way, the parties could just move on past that point.

The Hearing Examiner noted she understood what Staff was doing and understood their reasoning. She commented that, if she remembered correctly from three of the four previous hearings, the stealth flag pole was actually physically smaller at the top than was a monopole of a similar height. Ms. Belflower said a flagpole was typically smaller than a monopole, in all respects. The monopole had external antennas, and, because of that extra wind loading, the tower's strength would have to be greater. For that reason, the top of a typical monopole was wider than a flagpole design.

The Hearing Examiner surmised that, if the whole purpose was to have this structure blend better with the background, the narrower the structure, the better it would disappear. Ms. Belflower agreed with that statement. Basically, Staff was recommending a monopole with the antennas inside, which would be essentially the same tower that they were proposing, since a typical monopole tower had external antennas. A typical monopole would not have the panels that were necessary to have the antennas inside, nor would it be designed to have the antennas inside. If they were going to design for internal antennas, they were basically designing a flagpole tower.

Ms. Belflower said it was really a matter of semantics in terms of what the tower was going to look like. Their objection was that the Ordinance provides for a process to go through where stealth wireless facilities are preferred, which included a specific set of criteria and submittals. It was their position that the Ordinance sets up a process to encourage them to use stealth, and they believed this was a stealth facility. Calling it something different does not change the design of it, but it was a matter of what regulatory process they were supposed to go through in getting it permitted and operational.

The Hearing Examiner noted that was the concern she had. Right now they had very specific explanations and descriptions of these two different towers, and the Ordinance clearly favored the stealth tower. It noted that they could only go with the monopole tower if a stealth tower was unreasonable. If the tower that Staff was asking for was a monopole situation, it would end up essentially the same design as a stealth tower. She could not see why they couldn't just call it a stealth tower because it was the preferred type tower, and just not put a flag on it as the flag would have to be enormous.

Continuing, the Hearing Examiner stated she understood what Staff was trying to do, but she was afraid if they start trying to re-describe or re-define towers that it would get them in trouble in the future. They were modifying the monopole tower, which was really a stealth then. Ms. Belflower also noted that the Code required that an antenna supporting structure to be most mitigated and to be the least visually impacting as possible. It seemed to her that antenna supporting structures with internal antennas would then become the standard of "least visually impacted." Therefore, they were having to build a stealth facility with the resulting loss of co-location opportunity and the loss of quality of service because the antennas have to be so close. Yet they were not getting the benefit of having a stealth facility.

The Hearing Examiner noted that, until the Ordinance changed, she would probably continue as she had in the past. Because the Ordinance was so specific on the description and the requirements related to each of these structures, rather than modify this tower through this hearing, she would rather just try to stick with the stealth facility. That was unless there was a reason that to change the tower to an unmodified monopole, as described in the Ordinance, with the exterior antenna.

As to the question of amending the Ordinance, Ms. Belflower said she had been trying desperately all summer to get a draft done. She noted it was 99 percent there, and she hoped to have it to Staff by the following week. Mr. Fredyma advised her that the County was in a 2-year amendment cycle now, but thought if it was a real problem, the Planning Staff or the Director would probably bring it forth for the BOCC to consider. If the State law changed, as well, that would affect it as well.

Ms. Belflower said this was not really a question about whether it was a stealth wireless facility, as she had indicated earlier, but whether it was appropriate at this location. They asserted that it was appropriate at this location, and she presented a document, "Stealth Wireless Communications Facility Statement of Compliance", which the Hearing Examiner labeled Applicant's Exhibit 2. Ms. Belflower noted this document was basically a statement of compliance, going through the stealth criteria, and why they believed that the application meets the requirements. She thought Staff was in agreement with point a. because the antennas and facilities would be inside and not visible. The next issue under b.1 was the overall height of the facility, and this seems to again be the concern of Staff relative to a

stealth facility. Staff did not seem to have an objection to the 135-foot facility, but just calling it a flagpole.

She reserved the same arguments that she had made before that the Code does not limit the height of flagpoles, and the tower would be set back far enough that a building could be built at 135 feet at the subject location. Staff's argument was that there were no flagpoles of this height and that the tower does not, therefore, replicate a flagpole. She suggested it not only replicated a flagpole, but that it was capable of flying a flag. If a condition was added that there should not be a flag, they did not object to that. For those reasons they thought the height was reasonably consistent with the surrounding environment.

Regarding the question about its compatibility with the surrounding area; it would not impact the traffic; it will not be lighted, unless it was flying the American flag; and it would not produce smoke, odor, noise, vibration, or create public demand on facilities or services. It was of assistance to public services through the emergency 9-1-1 system. These points were in opposition to the impacts from the shopping center use where it would be located, and all the traffic and noise that are generated from that use. The closest residential area was more than 800 feet from the facility. The proposed facility was near I-75 and near a County water treatment facility. Ms. Belflower suggested those uses are having many more impacts on the residential areas than the proposed facility.

Regarding the scale of the tower, she had performed the calculations and had determined that a building containing about 17 times the cubic feet of this tower could be put on this property. The tower was proposed to be four feet wide at the top. Thus, from a scale standpoint for both height and bulk, their tower was significantly smaller than a building that could be constructed on the property. As to color, Ms. Belflower said they would like the option for the tower to be white or light gray in color, so as to unobtrusive.

As to the question about it blending in with the surrounding environment, it was a significant distance off Three Oaks Parkway, and was close to I-75. However, it would not be in a position where the tower would catch the eye of the traveling public, and would not appear dissimilar to the existing light poles on the Interstate. There was no residential development close by and some significant vegetation in the area. When the shopping center was completed, it would be between the residential area to the west and the tower use. She conceded that it was taller than the other uses in the area, but it was to scale and would not be particularly visible, so they believed that it would blend in with the area.

Regarding the extent to which it was designed to replicate a non-wireless facility, she had already indicated that it was designed as a flagpole and could fly a flag. She quoted from the Hearing Examiner's decision in the Honc case, "The Hearing Examiner must, therefore, conclude that it is an actual 'flagpole,' and not just a replication." It will not be readily identifiable as a wireless communication facility, and all the antennas and other equipment would be shielded and would not be visible from the nearby residential properties. Historically, they had found that most people do not recognize a communications facility.

Ms. Belflower noted a few points in the Staff Report that she wanted to address. There were a couple of clean-up items, the first being on Page 3, the very bottom line which was not complete, and she could not respond to that. On Page 4, in the middle of the page and the last sentence of the paragraph, that began with "Although," should read "west" instead of "south", but Staff could discuss it and verify a clarification.

Continuing, she noted she had basically gone through the responses, and in the document she had provided she had responded to some of the points that Staff had made about the stealth criteria. As she had indicated earlier, Staff's objection appears not to be to the facility itself, but to what to call the facility. She believed Staff's objection was that the tower will be taller than a typical flagpole, and reiterated that the issue as to whether it was a stealth wireless facility has already been resolved. She thought that, in looking through the Staff Report with that thought in mind, Staff was not really opposing the facility as a single 135-foot-high pole with internal antennas.

The Staff Report indicated that they met the criteria of Section 34-1445(b)(3), which were the findings required for wireless facilities, and the Applicant agreed with their assessment except for Finding 5. on Page 7 of the Staff Report, where the Staff indicates:

The applicant has not agreed to implement all reasonable measures to mitigate the potential impacts of the proposed wireless communication facility. With the proposed location, staff finds the applicant has not met the requirement to implement all reasonable measures to mitigate the impacts of the facility.

If that was the issue about the flag, and the Staff's concern about a flag, the Applicant did not object to a condition that there not be a flag flown on the facility. If the Finding was about the fact the landscape buffer was not indicated on the Site Plan, the Applicant was in agreement with the condition to put the required landscape buffer around the base of the facility. Therefore, if those were the objections, she felt they could agree in a way to resolve those issues, and she believed it would be mitigated to the maximum degree called for.

The Hearing Examiner inquired if there was anything on the Site Plan that indicated that the buffer would be as required in the LDC, and Ms. Belflower said not as the Plan exists. The Hearing Examiner questioned if she had a statement or anything along that order, and Ms. Belflower said she did not believe so, because Verizon Wireless has been working on this site for five years. She noted the plans say "PrimeCo Personal Communications" on them, because these were the plans that were prepared before the Ordinance was amended and before they got caught in the moratorium. So, those landscaping requirements were not in place when the plans were prepared for this site. Nevertheless, they were in agreement with the landscape buffer condition that Staff had included in the Staff Report.

The Hearing Examiner noted the plan did show some landscaping, but Ms. Belflower pointed out it was oak trees, not the sable palms required in the LDC. It also mentioned a 10-foot landscape buffer, and it showed bushes and oak trees. The Hearing Examiner wondered why they could not have oak trees, as she thought they were pretty. Ms. Belflower explained that one of the Commissioners liked sable palms, and that was why sable palms were the tree of choice. Mr. Philpot noted they also had to be planted 10-foot on center, per the LDC.

Ms. Belflower stated the Applicant agreed with the Conditions listed on Page 2 of the Staff Report, with a few minor changes. The reference in Conditions 3 and 4 to a monopole antenna support structure should be changed to a stealth wireless communication facility. In Condition 3, they asked to have the option of using either white or grey for the color.

They would like to add, in Condition 5, at the very end of that sentence in "and state law," so that it would be the co-locations would be approved in accordance with the requirements of the LDC and state law. She noted that, currently, the LDC was not consistent with state

law on the co-location issue. She also thought that Condition 6 should be eliminated, as it was irrelevant. She believed they met the setbacks, but, since it was not a requirement for stealth wireless facilities, she would rather the condition not be included.

Mr. Belflower noted they did have their other expert present to discuss the issues. She also had a R.F. Engineer to go over any questions, but she believed Staff was in agreement the documents that they had submitted were sufficient and appropriate. Mr. Laskey may have something that he might want to add.

Jason Laskey, of SBA Network Services, introduced himself, and described the subject property as a 40-foot by 40-foot leased parcel. Verizon had entered into an agreement with the land owner, and the tower would be available for co-location. At minimum, their proposed tower would accommodate two additional carriers, so it would be available for additional users in the future.

The Hearing Examiner commented that she had received the Before and After RF Propagation Maps, recalling that the purpose of siting the tower at that location was to fill in coverage for the areas north, east, and southeast of I-75. Mariko Tolman, of Verizon Wireless, introduced herself, explaining that the area in white on the Maps was the area that had no coverage. She advised the Hearing Examiner that the red areas had clear signal coverage at street level or in vehicles, while the blue, yellow and green was clear signal, to differing degrees, within buildings. The Hearing Examiner noted that putting the facility in this location would give them more in-building coverage around the Interstate and throughout the Three Oaks and FCGU area, plus more in-vehicle coverage.

The Hearing Examiner noted the area labeled "0036," and inquired if that was the nearest tower. Ms. Tolman stated they had turned on another site which was also on I-75 to the east of the "0036" site and just off Corkscrew Road in Estero. The Hearing Examiner understood, from the Maps, that tower was going to provide more coverage around Corkscrew Road area.

Mr. Philpott noted that the tower being discussed ("0036") was at Corkscrew and I-75, and although it was not outlined in the green area, the Hearing Examiner should be able to still make out the tower symbol location. Ms. Belflower indicated that, under the new state law, the finding about the need for coverage would have to be eliminated at the local level, because the evaluation was supposed to be just land use issues that surround the site and not the quality of service or whether there was the need for service. The concern was that the local governments were using that criteria to analyze whether or not the communications providers had good enough coverage, and, therefore, did not need to have a facility. That was the application being made by the local government, instead of it just looking at the land uses.

At this time, Josh Philpott, Senior Planner with the Department of Community Development, introduced himself and noted that his resume was on file in the Hearing Examiner's Office. He asked to be accepted as an expert witness in land use, planning and zoning matters. After hearing no objections from the Applicant, the Hearing Examiner accepted him as such.

Mr. Philpott stated the site was currently developed with a small strip center and a Sweetbay Super Market, which he believed was previously a "Kash 'n Karry" food store. The proposed lease parcel was to the southeast of and to the rear of Sweetbay Supermarket Store. South of the Sweetbay store was a wooded area, while to the east was I-75 and on the other side - a portion of the Miromar Lakes development. To the west was Three Oaks Parkway, and

then the residential subdivision known as Three Oaks. To the north was a wastewater treatment plant owned by Lee County and zoned CPD.

Mr. Philpott noted there were Lee County facilities in the area. He pointed out Three Oaks Park North, which was north of the wastewater treatment facility. Across the street from the wastewater treatment facility was Three Oaks Middle School. The property was located in the Suburban land use category, and was zoned CPD. The Applicant was requesting a Special Exception to allow for a 135-foot stealth wireless communication facility and its ancillary equipment in a CPD zoning district, located at 18751 Three Oaks Parkway.

As to Staff's recommendations, Mr. Philpott noted Staff had recommended denial of the stealth wireless communication facility, but had recommended approval of a Special Exception for a monopole antenna supporting structure. Briefly, Staff did not have an objection to having this structure being built on the property, with the conditions they had proposed. The whole issue really came down to what the facility was called. He acknowledged that different criteria had to be met for a stealth wireless communications facility and for an antenna supporting structure. Mr. Philpott entered his Staff Report into the record, noting his belief that the Staff Report was very clear on the Lee Plan provisions.

Just to give a brief overview, LDC Section 34-1447 discussed the review criteria for stealth wireless communication facilities. These criteria were, basically, to have the facility to not be seen or to be seen as a structure other than a wireless communications facility, which were intended to eliminate the facility from any view. Staff did not feel that the proposed structure met those criteria, both in scale and overall height (135-feet). The tallest tree that they had seen in the area was only about 70-75 feet high, while the other structures in the area were below 25 feet. The water tank was the tallest structure in the area.

In the LDC, Section 34-1445(b.) (3) set out the criteria that must be met for a monopole antenna supporting structure. That criteria basically acknowledged the fact a structure would be there, and tried to minimize its impact, even though it would be seen. They could not make it disappear, but they could try to minimize the view of it.

Staff felt the Applicant could meet the criteria with a monopole antenna supporting structure with internal antennas. They did question a couple of things in Subparagraph. 5. on Page 7 of 8, since they did feel that the Applicant had agreed to implement all reasonable measures. It should read the Applicant has met the requirements to implement all reasonable measures. Staff felt, with the tower being classified as a monopole, the Applicant met the criteria of recognizing that this was going to have some impact on the surrounding uses, and they would try to mitigate those impacts. Staff wanted to have the antenna disappear, and, with a 135-foot-high tower, Staff did not feel they had met the criteria for stealth wireless communication facilities; and, therefore, was recommending approval for a monopole antenna supporting structure.

Next, Mr. Philpott advised that several corrections needed to be made in the Staff Report. The last sentence of Page 3 of the Staff Report should be stricken from the record. Page 4 of the Staff Report discussed residential uses, and the last sentence in the third paragraph should read west and not south. On Page 2 of the Staff Report, under Conditions, the A. should be changed to 1. He noted that Condition 3 classified it as an antenna supporting structure or stealth wireless communication facility. If the Hearing Examiner found it appropriate to recommend approval for a stealth, then that would need to be changed, and Staff would not have an objection to that.

Staff would like to maintain the flat grey in color, as they do object to the white because it stands out much more than a flat grey. As to the overall height of the monopole antenna supporting structure, again, if a stealth was approved, Staff would not object. The recommended changes to Condition 5 had been previously done in the Honc case, and Staff would not have an objection to that Condition. If it was to be categorized as a stealth, then obviously Condition 6 would not affect anything. As a matter of fact, with the Site Plan the Applicant has proposed, the location of the monopole does meet the criteria for setbacks.

The Hearing Examiner surmised that the setback requirements for monopole were different than those of a stealth tower, which Mr. Philpott confirmed. She questioned if that was one of the reasons Staff wanted to call these structures monopoles instead of stealth, or whether it was because the flagpole was too tall and would not look like a flagpole; therefore, it could not be a flagpole. Mr. Philpott said the main reason that Staff considers it a monopole instead of stealth was because of the criteria and definition of a stealth wireless facility. Staff did not have a problem with the facility; it was really more of how they would fit it into the LDC descriptions. They had consistently classified them as monopole antenna supporting structures, and he knew it was as frustrating for Staff as it was for the Applicant.

The Hearing Examiner noted she was asking for Staff's main reason because Lee County had applicants coming in and trying to do what the County has said in that LDC requirement. The County has given them three descriptions with different setback requirements, and she wondered if that would cause a problem if this leased parcel was actually located closer to the south boundary of the CPD. Mr. Philpott agreed that it would adding that they had dealt with that exact issue in the Honc facility case because of the location of the proposed tower. If the tower had been classified as a monopole, it would not have met the setback requirements, and that applicant would have needed a variance. The Staff Report and Hearing Examiner's Recommendation for that case would shed some light on that whole issue.

The Hearing Examiner stated her understanding that it was not really a question of semantics when the applicants were being faced with the different criteria and added a regulatory layer that had to be dealt with. Mr. Philpott agreed. He said in this case it just happens that it was not an issue, whereas, in other cases, it has been an issue. The Hearing Examiner stated she would read over the Honc case and the discussion that took place on that issue.

Mr. Philpott noted Staff would like to add a condition that no flag be flown, if the flagpole was approved. If there was a flag that was maintained on that site, someone would have to be there every day to raise and lower the flag, or at night the facility would need to be lighted to show respect for the flag, and that would create a greater impact on the neighborhood.

Ms. Belflower referred to the conditions and the setbacks, explaining that this case could potentially be a problem as the larger parcel was actually split into two tax parcel numbers. It was zoned as one parcel, and plans and approval were for one parcel.

Also, she pointed out that another issue also needed to be recognized. The whole idea of discouraging antenna support structures - and encouraging stealth facilities - was demonstrated by the fact that it was harder to get approval for an antenna support structure. One of the specific criteria was that there structure had to have a 100 percent setback, which was a very extensive setback. The Applicant was very fortunate so far in finding larger parcels, so that large a setback had not been an issue. Nevertheless, the setback issue had

come up in the Honc case, which revealed the setback requirements as a definite distinction and a significant difference in the two structures.

The Applicant had no objection to Staff's proposed condition that no flag be flown on the tower. As to the point that was made about the intent under the Ordinance regarding stealth towers was that it was to make them disappear, she suggested such a statement was not set out anywhere in the Ordinance. That has been a Staff interpretation of the Ordinance, and Ms. Belflower said it was an over-conservative reading of the Ordinance, which created some of the problems. There had been some philosophical differences in the purpose of the Ordinance, when it was being written. Some people held the view that multiple, shorter towers were preferable, but that preference did not get translated into the Ordinance. She knew that it was an underlying belief that crops up periodically in the interpretation of the requirements.

The reality was that everyone recognized that to have coverage, the facility had to be taller than the things around it. Otherwise, the antennas would go on the things that were around them. Under Staff's interpretation, there could never be a stealth facility that was taller than the objects around it. However, to reasonably provide wireless services in Lee County, the stealth towers would have to be different and taller than the uses surrounding it. Ms. Belflower felt that was the underlying understanding behind the Code provisions and the proper way to read its provisions. She indicated that if Staff objected to the white color, the Applicant could live with the grey.

Mr. Fredyma wanted a clarification as to the intent of Staff and Applicant to delete Condition 6. Mr. Philpott said they had discussed the location of two parcels on the property. It had been completed through a CPD, and they did do a commercial lot split, which basically gave them variances, as long as the overall site met the zoning criteria. They could not create a 5-foot-wide buffer between a commercial and a commercial when it was the same development. Staff felt that would meet the intent of that commercial lot split, as long as it met the overall criteria of the CPD. He noted there were internal side setbacks from property lines, as long as the commercial development was built as planned.

The Hearing Examiner noted her inclination at this point was to just delete Condition 6. She also stated that she was inclined to carry this forward as a stealth tower rather than the monopole for a number of reasons - all of which had been discussed in the public hearing. She concluded that the Ordinance was really unclear and probably needed to be amended.

In conclusion, the Hearing Examiner indicated that she would conduct a site visit prior to issuing her recommendation, which would be in approximately four weeks. Ms. Belflower noted that she had prepared a document, on behalf of Verizon and Nextel, that talked about the new statute, "Local Government Guide to the Application of the Florida E911 Statute to Wireless Site Development," which was submitted into the hearing record and labeled as Applicant's Exhibit 3. The hearing was then closed.

VIII. OTHER PARTICIPANTS AND SUBMITTALS:

ADDITIONAL APPLICANT'S REPRESENTATIVES:

1. Mariko Tolman, Verizon Wireless, 777 Yamato Road, Boca Raton, FL 33431

ADDITIONAL COUNTY STAFF:

1. John Fredyma, Assistant County Attorney, P. O. Box 398, Ft. Myers, Florida 33902

PUBLIC PARTICIPATION:

A. THE FOLLOWING PERSONS TESTIFIED OR SUBMITTED EVIDENCE FOR THE RECORD AT THE HEARING (SEE SECTION VI.):

For: NONE

Against: NONE

B. THE FOLLOWING PERSONS SUBMITTED A LETTER/COMMENT CARD, OR OTHERWISE REQUESTED A COPY OF THE HEARING EXAMINER DECISION:

For: NONE

Against: NONE

IX. LEGAL DESCRIPTION:

See Exhibit A (scanned legal description).

X. UNAUTHORIZED COMMUNICATIONS:

Unauthorized communications shall include any direct or indirect communication in any form, whether written, verbal or graphic, with the Hearing Examiner, or the Hearing Examiner's staff, any individual County Commissioner or their executive assistant, by any person outside of a public hearing and not on the record concerning substantive issues in any proposed or pending matter relating to appeals, variances, rezonings, special exceptions, or any other matter assigned by statute, ordinance or administrative code to the Hearing Examiner for decision or recommendation. . . . [Administrative Code AC-2-5]

No person shall knowingly have or attempt to initiate an unauthorized communication with the hearing examiner or any county commissioner [or their staff]. . . . [LDC Section 34-52(a)(1), emphasis added]

Any person who knowingly makes or attempts to initiate an unauthorized communication . . . [may] be subject to civil or criminal penalties which may include: [Section 34-52(b)(1), emphasis added]

Revocation, suspension or amendment of any permit variance, special exception or rezoning granted as a result of the hearing examiner action which is the subject of the unauthorized communication. [LDC Section 34-52(b)(1)b.2.]; OR

A fine not exceeding \$500.00 per offense, by imprisonment in the county jail for a term not exceeding 60 days, or by both such fine and imprisonment. [LDC Section 1-5(c)]

XI. APPEALS:

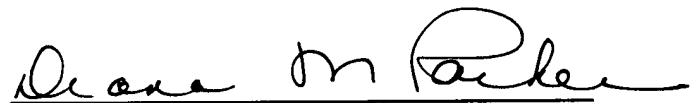
This Decision becomes final on the date rendered. A Hearing Examiner Decision may be appealed to the Circuit Court in Lee County. Appeals must be filed within thirty (30) days of the date the Hearing Examiner Decision is rendered. Appeal is by Petition for Writ of Certiorari in accordance with Lee County Land Development Code Section 34-146.

XII. COPIES OF TESTIMONY AND TRANSCRIPTS:

A. A complete verbatim transcript of the testimony presented at the hearing can be purchased from the court reporting service under contract to the Hearing Examiner's Office. The original documents and file in connection with this matter are located at the Lee County Department of Community Development, 1500 Monroe Street, Fort Myers, Florida.

B. The original file and documents used at the hearing will remain in the care and custody of the Department of Community Development. The documents are available for examination and copying by all interested parties during normal business hours.

This decision is rendered this 1st day of November, 2005. Notice or copies of this decision will be delivered to the offices of the Lee County Board of County Commissioners.



DIANA M. PARKER
LEE COUNTY CHIEF HEARING EXAMINER
1500 Monroe Street, Suite 218
Post Office Box 398
Fort Myers, FL 33902-0398
Telephone: 239/479-8100
Facsimile: 239/479-8106

SEZ 2005-00012

Exhibit PH-3.C.1 – Legal Description

Description of Parent Tract

(ORB 1931, PG 3677)

A tract of land lying in the SE Quarter (SE ¼) of section 15, township 46 south, range 25 east, Lee County, Florida, more particularly described as follows:

Commencing at the northwest corner of the southeast quarter (SE ¼) of said section 15; thence run S.84°08'36"E. for 356.42 feet; thence run S.63°23'58"E. for 417.26 feet; thence run S.74°58'32"E. for 147.26 feet; thence run N.80°12'17"E. for 202.52 feet; thence east for 99.91 feet to the **Point of Beginning**; thence continue east for 928.83 feet to a point on the westerly right-of-way line of highway I-75; thence run S.14°13'23"E. for 706.75 feet; thence run west for 1008.33 feet; thence run northwesterly 281.8 feet along the arc of a curve concave southwesterly having a radius of 1030.00 feet (chord bearing N.03°09'44"W, chord distance 280.92 feet); thence run N.11°00'00"W for 412.07 feet to the **Point of Beginning**.

Tract herein contains 15.010 acres.

Description of Proposed Verizon Lease Parcel

A portion of the lands described in official records book 1931, page 3677, of public records of Lee County Florida and lying in Section 15, Township 46 South, Range 25 East. Said County being more specifically described as follows:

Commencing at the southeast corner of lands described in Official Records Book 1931, page 3677, said point lying on the westerly right-of-way line of Interstate I-75 (State Road 93); proceed North 89°59'41" West along the south line of said lands, a distance of 286.39 feet; thence North 00°09'23" West, a distance of 160.20 feet to the **Point of Beginning**; thence continue North 00°09'23" West, a distance of 40.00 feet; thence South 89°57'35" East, distance of 40.00 feet; thence South 00°09'23" East, a distance of 40.00 feet; thence North 89°57'35" West, a distance of 40.00 feet to the **Point of Beginning**.

Containing 1,600 square feet, more or less.

Subject to any and all easements, reservations and rights-of-way of record.

Applicant's Legal Checked

by

9/20/2005
(P/2)

EXHIBIT A

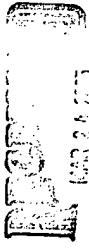
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MAR 24 2005

ZONING

PH-3.c.1

SEZ2005-00012



PERMIT COUNTER

DESCRIPTION OF PROPOSED ACCESS EASEMENT

A PORTION OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1931, PAGE 3677, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, AND LYING IN SECTION 15, TOWNSHIP 46 SOUTH, RANGE 25 EAST, SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1931, PAGE 3677, SAID POINT LYING ON THE WESTERLY RIGHT-OF-WAY LINE OF INTERSTATE 75(STATE ROAD 93); PROCEED NORTH 89°59'41" WEST, A DISTANCE OF 286.39 FEET; THENCE NORTH 00°09'23" WEST, A DISTANCE OF 200.20 FEET TO THE POINT OF BEGINNING; THENCE NORTH 42°29'37" WEST, A DISTANCE OF 122.15 FEET; THENCE NORTH 55°36'21" WEST, A DISTANCE OF 96.96 FEET; THENCE SOUTH 84°33'44" WEST, A DISTANCE OF 163.68 FEET; THENCE NORTH 42°38'49" WEST, A DISTANCE OF 363.22 FEET; THENCE SOUTH 81°08'45" WEST, A DISTANCE OF 211.16 FEET TO A POINT ON THE WEST LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1931, PAGE 3677, SAID POINT LYING ON THE EAST RIGHT-OF-WAY LINE OF THREE OAKS PARKWAY(A 100 FOOT WIDE RIGHT-OF-WAY); THENCE NORTH 11°00'00" WEST ALONG THE WEST LINE OF SAID LANDS AND EAST RIGHT-OF-WAY LINE OF SAID THREE OAKS PARKWAY, A DISTANCE OF 20.01 FEET; THENCE NORTH 81°08'45" EAST, A DISTANCE OF 222.59 FEET; THENCE SOUTH 42°38'49" EAST, A DISTANCE OF 363.98 FEET; THENCE NORTH 84°33'44" EAST, A DISTANCE OF 59.08 FEET; THENCE SOUTH 65°36'21" EAST, A DISTANCE OF 106.37 FEET; THENCE SOUTH 42°29'37" EAST, A DISTANCE OF 144.59 FEET; THENCE NORTH 89°57'35" WEST, A DISTANCE OF 27.14 FEET TO THE POINT OF BEGINNING.

CONTAINING 19,537.8 SQUARE FEET OR 0.45 ACRES, MORE OR LESS.

SUBJECT TO ANY AND ALL EASEMENTS, RESERVATIONS, RESTRICTIONS AND RIGHTS-OF-WAY OF RECORD.

Applicant's Legal Checked

by Lyn 9/20/2005

(p2/2)

The image is a high-contrast, black and white scan of a document, possibly a map or a technical drawing. The left side of the image shows a grid-like structure, likely a map of land parcels, with labels such as "SECTION 10" and "SECTION 11". The right side contains dense, illegible text, possibly a list or table. The overall image is very dark and grainy, with significant noise and artifacts throughout.

By Wm 9/20/2005

1

1990

1990

3

100

1

10

1215



PROPERTY ACQUISITION
CASH

[illegible]

200

10

100

1000

[illegible]

PrimeCo
 PERSONAL COMMUNICATIONS
 777 YAMATO ROAD - SUITE 600
 BOCA RATON, FLORIDA 33431
 PHONE (561) 995-5500

SITE DATA

NAME: THREE OAKS TOWN CENTER
SITE NUMBER: 68914
ADDRESS: 18751 THREE OAKS PARKWAY
 FT. MYERS, FL 33912
ZONING JURISDICTION: LEE COUNTY

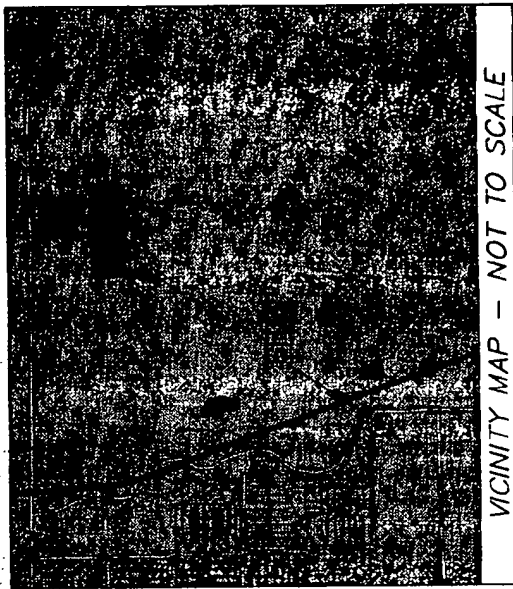
CONTACTS

PROPERTY OWNER
 PAUL FREEMAN
 19398 DEVONWOOD CIRCLE
 FT. MYERS, FL 33912
CONTACT: REALTY INVESTMENT CONSULTANTS
 PHONE: (941) 267-8888
TELEPHONE COMPANY
 SPRINT

INSPECTIONS DEPARTMENT
 LEE COUNTY

POWER COMPANY
 FLORIDA POWER & LIGHT CO.

KIMLEY-HORN AND ASSOCIATES, INC.
 KEVIN SCHANEN
 4431 EMBARCADERO DRIVE
 WEST PALM BEACH, FL 33407
 (561) 845-0665



VICINITY MAP - NOT TO SCALE

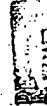
INDEX OF DRAWINGS

- COVER SHEET
- GENERAL NOTES
- SITE PLAN
- CABLE SUPPORT AND CONDUIT DETAILS
- TOWER ELEVATION AND DETAILS
- FENCING AND GRAVEL ROAD DETAILS
- LANDSCAPING & IRRIGATION PLAN
- LANDSCAPING DETAILS
- IRRIGATION DETAILS
- ELECTRICAL PLAN AND DETAILS

SHEET No.

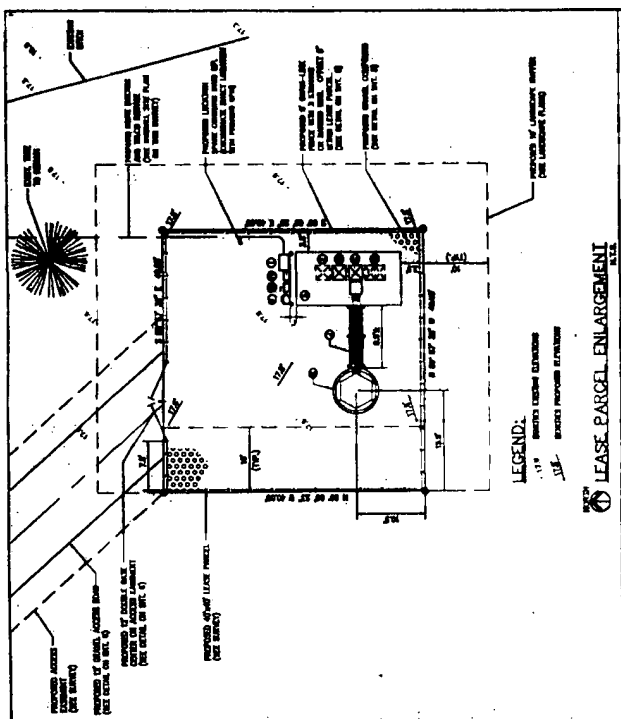
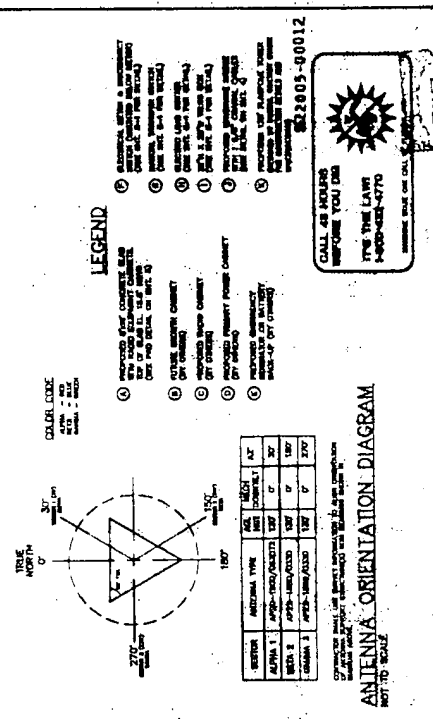
- 1 OF 9
- 2 OF 9
- 3 OF 9
- 4 OF 9
- 5 OF 9
- 6 OF 9
- 7 OF 9
- 8 OF 9
- 9 OF 9
- 1 OF 1

SE2005-00012



REGISTERED PROFESSIONAL ENGINEER

PROJECT NO.	68914
DATE	11/11/05
BY	KEVIN SCHANEN
CHECKED BY	KEVIN SCHANEN
DATE	11/11/05
PROJECT NAME	THREE OAKS TOWN CENTER
SITE NUMBER	68914
PROJECT LOCATION	777 YAMATO ROAD, SUITE 600, BOCA RATON, FL 33431
PROJECT DESCRIPTION	INSTALLATION OF ANTENNA AT THREE OAKS TOWN CENTER
PROJECT NUMBER	68914
PROJECT DATE	11/11/05
PROJECT STATUS	1 OF 9



ANTENNA INSTALLATION

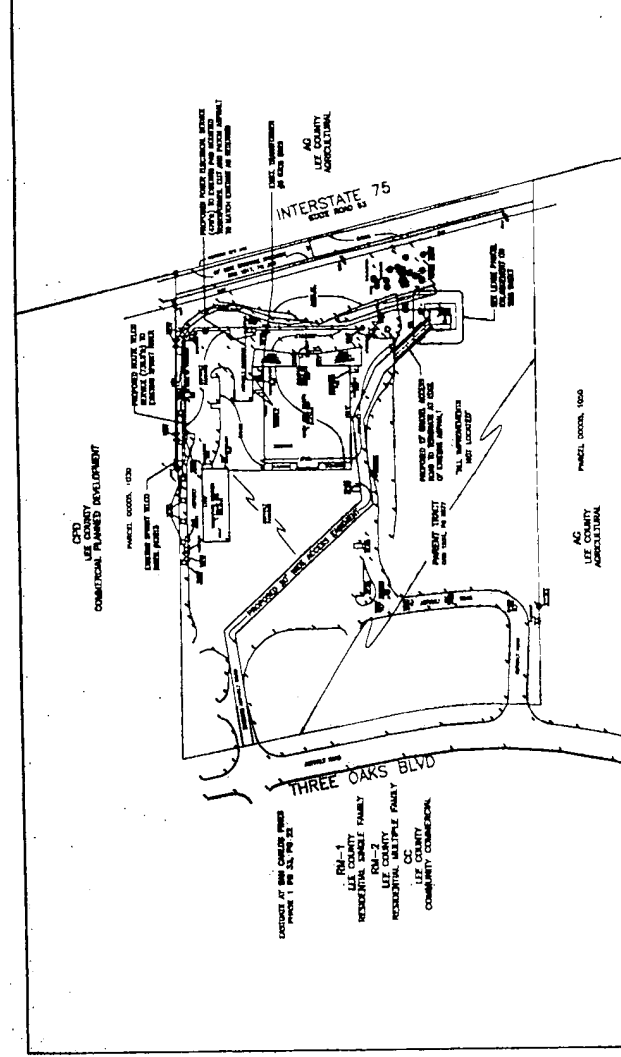
AT THREE OAKS TOWN CENTER
SITE NUMBER 00012

DATE: 10/10/00

BY: [Signature]

FOR: [Signature]

3-9



OVERALL SITE PLAN (PARENT TRACT)

DATE: 10/10/00

BY: [Signature]

FOR: [Signature]

3-9

ANTENNA INSTALLATION

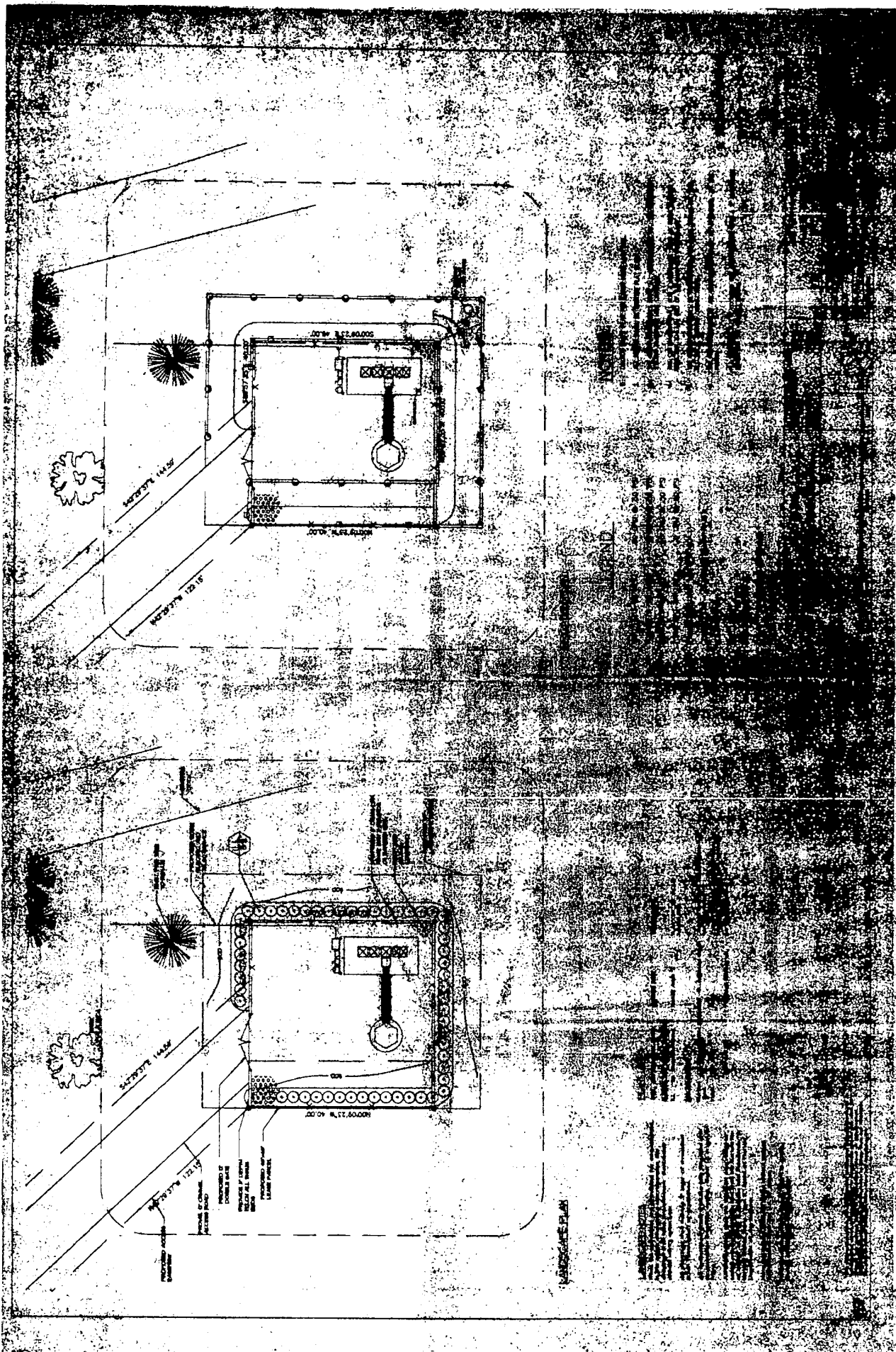
AT THREE OAKS TOWN CENTER
SITE NUMBER 00012

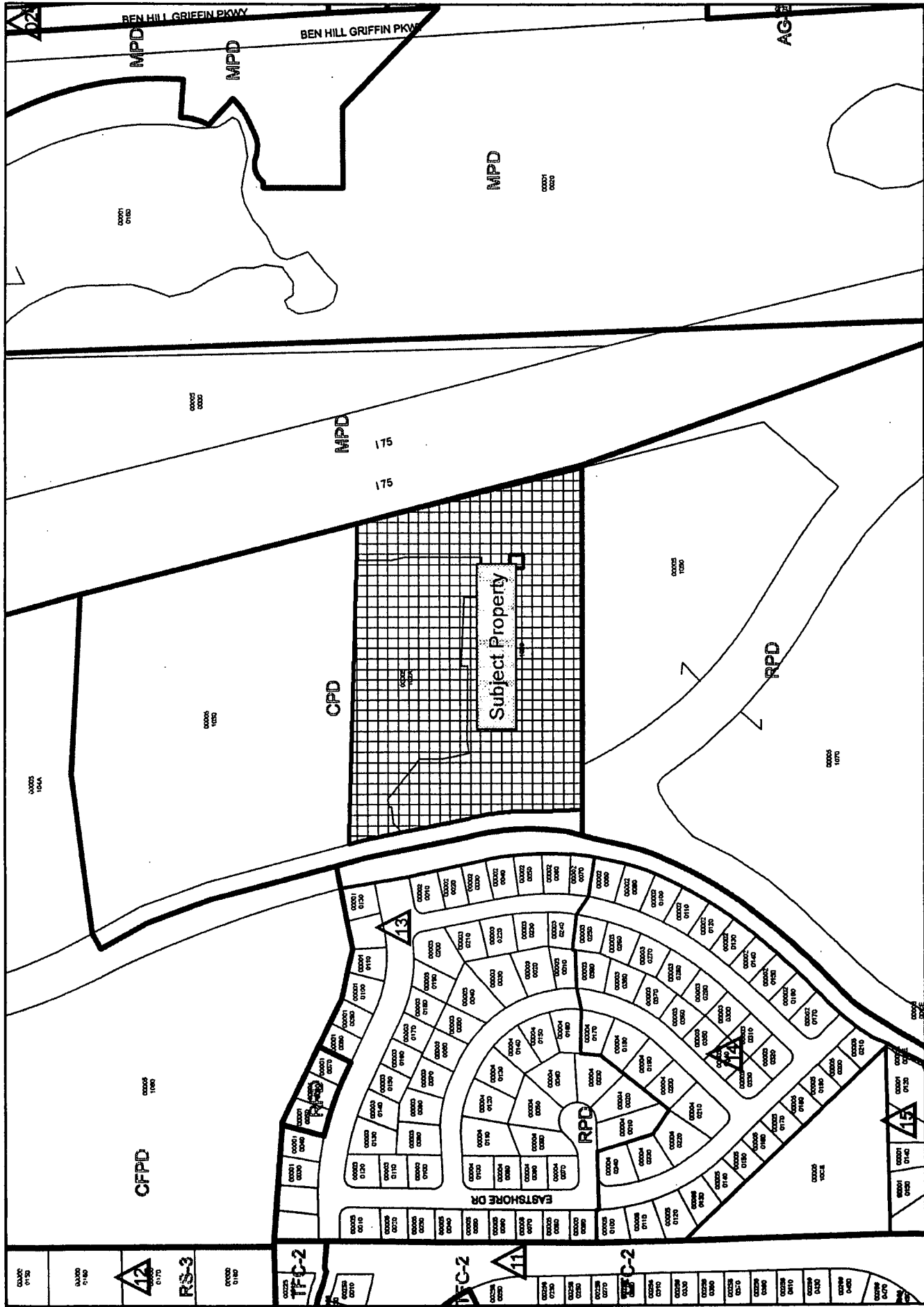
DATE: 10/10/00

BY: [Signature]

FOR: [Signature]

3-9





**LEE COUNTY, FLORIDA
DEPARTMENT OF COMMUNITY DEVELOPMENT
ZONING DIVISION
STAFF REPORT**

TYPE OF CASE: SPECIAL EXCEPTION

CASE NUMBER: SEZ2005-00012

HEARING EXAMINER DATE: September 29, 2005

APPLICATION SUMMARY:

Applicant: Verizon Wireless in ref to Verizon Wireless-Three Oaks

Request: Special Exception request pursuant to Chapter 34, Division 11 of the Lee County Land Development Code (LDC) to allow a 135-foot tall stealth wireless communication facility (Flagpole) and ancillary equipment in the Commercial Planned Development (CPD) zoning district (LDC Section 34-934) located at 18751 Three Oaks Parkway.

Location: The subject property is located at 18751 Three Oaks Parkway, in S15-T46S-R25E, Lee County, FL. (District #5)

Future Land Use Plan Designation, Current Zoning and Use of Subject Property:

Future Land Use:	Suburban
Current Zoning:	Commercial Planned Development (CPD)
Current Use:	Commercial Strip Center

Existing Surrounding Zoning & Land Use

Future Land Use

North: Lee County Water Treatment Facility zoned Commercial Planned Development	Urban Community
East: Interstate 75	Urban Community
South: Vacant undeveloped land zoned Commercial Planned Development	Urban Community
West: Three Oaks Parkway then residential community zoned Residential Planned Development (RPD)	Urban Community

Recommendation:

1. DENY the requested special exception for a stealth (flagpole) wireless communication facility; and

2. APPROVAL of a special exception for a 135-foot tall monopole antennas supporting structure.

Conditions

- A. The development must be in substantial compliance with the 5-page Site Plan, titled "Antenna Installation at Three Oaks Town Center", produced by Kimley-Horn and Associates, Inc., dated January 2001, stamped received by the Permit Counter on March 24, 2005, except as modified by the following conditions (See Attachment "F", 7-page Zoning Approval Plan).
2. A 10 foot wide buffer must be installed around the perimeter of the proposed facility consisting of a double row hedge maintained at a height of eight feet and with Sabal palms planted 10 feet on center as per the LDC Section 34-1447(c). A watering plan, acceptable to Lee County Environmental Sciences, must be submitted prior to Local Development Approval.
3. The monopole antenna supporting structure must be installed and maintained to appear flat grey in color.
4. The overall height of the monopole antenna supporting structure must not exceed 135 feet above ground level and must have all the antennas and cables hidden within the tower.
5. Any request for building permits for future co-location of additional wireless communications facilities on the property must be reviewed and approved under the requirements of the Lee County Land Development Code (LDC).
6. The monopole antenna supporting structure must be setback from all property lines a minimum distance equal to the overall height.

Findings & Conclusions

Based upon an analysis of the application and the standards for approval of a special exception, staff makes the following findings and conclusions:

1. There exist changed or changing conditions that make approval of the request appropriate.
2. The requested special exception:
 - a) is consistent with the goals, objectives, policies and intent of the Lee Plan;
 - b) meets or exceeds all performance and locational standards set forth for the proposed use;
 - c) protects, conserves or preserves environmentally critical areas and natural resources;**
 - d) will be compatible with existing or planned uses;

- e) will not cause damage, hazard, nuisance or other detriment to persons or property; and
- f) will be in compliance with all general zoning provisions and supplemental regulations pertaining to the use set forth in the Land Development Code.

Introduction

The subject property is approximately 15 acres zoned Commercial Planned Development located at 18751 Three Oaks Parkway and is currently developed with a small commercial center known as Three Oaks Town Center Shopping Plaza. The applicant is requesting a special exception to permit the construction of a 135-foot tall stealth wireless communication facility to resemble a flagpole to the southeast of the existing structures onsite. The tower will be located between the shopping center and Interstate 75 to the east of the east of the subject property.

Surrounding Zoning

The surrounding area consists of a mixture of commercial, residential, and public facility uses.

To the south of the subject property is an undeveloped tract that is highly vegetated with approximately 70-foot tall pine and malleucca trees which is zoned Commercial Planned Development (CPD).

To the north of the subject property is a water treatment facility owned by Lee County and is currently zoned Commercial Planned Development (CPD). The water treatment plant is developed with storage tanks that vary in size with the tallest being approximately 30-feet high.

To the west of the subject property is a residential subdivision zoned Residential Planned Development (RPD) and is developed with single-story, single-family residences.

To the east of the subject property is Interstate 75.

Lee Plan Considerations

POLICY 77.10.5: The county will continue to permit communication towers in excess of 100 feet only by special exception. The impacts of such towers on woodstorks must be considered in the review these applications.

The proposed wireless communication facility will be constructed without the use of guy wires and will not have a detrimental impact to the woodstork population of the area. Staff finds the request is consistent with the Policy 77.10.5 of the Lee Plan.

Tower Ordinance Criteria

The Lee Plan does not directly address the location or appearance of towers y

The applicant is requesting a special exception to allow the construction of a 135-foot tall stealth wireless communication facility. Stealth wireless communication facilities are defined in Section 34-1442 of the Lee County Land Development Code as follows:

Stealth wireless communications facility means a wireless communications facility, ancillary appurtenance, or equipment enclosure that is not readily identifiable as such, and that is aesthetically compatible with nearby uses. A stealth facility must have, or appear to have, a separate function including, but not limited to, the following: church steeple, bell tower, spire, clock tower, cupola, light standard, flagpole with a flag, etc., and a stealth facility may be an approved secondary use of other structures concealing the stealth facility.

Although the proposed wireless communication facility will be constructed to resemble a flagpole, the design of the tower does not allow for it to be considered a stealth wireless communication facility. The proposed "flagpole" is not constructed to resemble a flag pole with a secondary use as a wireless communication, as intended by the definition. Instead, it is constructed as a wireless communication facility with a secondary use as a flagpole. The definition of stealth wireless communication facilities intends for true stealth facilities to resemble the structure or object which they imitate. The proposed stealth wireless communication facility will be readily identifiable and a flagpole is not usually found in an open field. The proposed stealth wireless communication facility does not meet the intent of the stealth definition. Further, the 135-foot tall wireless communication facility will not be aesthetically compatible with the residential use to the south.

Stealth wireless communication facility are to be reviewed in accordance to LDC Section 34-1447 (c) Visual impacts minimized. Subsection (3) outlines the criteria for stealth facilities as follows:

- a. No stealth facility may have antennas or ancillary equipment that are readily identifiable as wireless communications equipment.*

The proposed wireless communication facility will not have antennas or ancillary equipment that will be readily identifiable as wireless communication facilities.

- b. Stealth facilities must be designed so they are reasonably consistent with the surrounding built or natural environment. In order to determine compliance with this requirement, the county will consider the following criteria:*

- 1. Overall height;*

The proposed wireless communication facility will be approximately 135-feet tall. No features either natural or man-made are over approximately 70-feet. Staff finds that the proposed height would allow for the location of the communication facility to serve a greater area but will not be reasonable consistent with the surrounding area as a stealth wireless communication facility.

- 2. The compatibility of the proposed facility with surrounding built and natural features;*

The proposed flagpole wireless communication facility will not be compatible with the surrounding area. The proposed facility with a flag will create a greater impact on the surrounding area. Staff finds a monopole antenna supporting structure with internal antennas will be more compatible with the area.

3. *Scale;*

The proposed facility will not be in scale with the surrounding area. It will be over three and one-half times the height of any building in the surrounding area. A stealth wireless communication facility at this height will not be in scale with the surrounding area.

4. *Color;*

The applicant has proposed to maintain the structure in a flat grey color. Staff finds this would be the least intrusive color available.

5. *Extent to which the proposed facility blends with the surrounding environment;*

The surrounding area to the west is developed with scattered one and two-story residences. No building in the Three Oaks area is more than 40-feet tall. To the south of the subject property are undeveloped and overgrown parcels that consist mainly of forest type vegetation. The largest trees in the area are approximately 70-foot pine trees. The proposed 135-foot tall wireless communication facility does not blend with the surrounding environment. It is approximately twice as tall as the tallest vegetation and over three and one-half times the height of the tallest structures in Three Oaks. Staff finds the request does not meet the criteria of blending with the surrounding environment.

6. *Extent to which the proposed facility has been designed to reasonably replicate a non-wireless facility (e.g., a silo, flagpole, or tree); and*

The applicant is requesting to construct a stealth wireless communication facility as a 135-foot tall flagpole. Staff finds that with the proposed facility has not been designed to reasonably replicate a flagpole. Not only will the tower be 135-feet tall, taller than any flagpole in Lee County, it will also be approximately 3-feet wide at the apex. The tower is designed to support the internal antennas. If a flag is installed at a reasonable scale to the proposed tower, the flag would be enormous. This is illustrated on the page 3 of 7 of the attached site plan. Staff finds that the proposed tower is not designed to replicate a flagpole.

7. *Extent to which the proposed facility is not readily identifiable as a wireless communications facility.*

Lee County does encourage stealth wireless communication facilities in place of an antenna-supporting structure, however, the visual impacts to the surrounding properties must be considered. Based on Section 1447(c)(3), staff finds that the requested stealth wireless communication facility does not meet the criteria. The requested wireless communication facility is not constructed to reasonably replicate a flagpole. With the construction of the tower designed to allow for the mounting of the antennas internal to the tower, the tower will be much too large in diameter to resemble a freestanding flagpole. This will be further exaggerated by the placement of a flag on the tower. To make the tower seem more in scale with a flagpole the applicant would be forced to place an enormous size flag on the proposed

tower which would, in turn, make it totally incompatible with the surrounding environment. Staff recommends not permitting a flag on the proposed facility to reduce the visibility of the facility and classifying the requested wireless communication facility as an antenna supporting structure and ancillary wireless communication facility.

Staff recommends reclassifying the proposed facility as a monopole antenna supporting structure, which are defined in Section 34-1442 as follows:

Antenna-supporting structure, monopole means a style of stand-alone antenna-supporting structure that is composed of a single shaft attached to a foundation. This type of antenna-supporting structure is designed to support itself without the use of guy wires or other stabilization devices.

The proposed wireless communication will be constructed as a single hollow shaft with the capability of mounting the antennas internally. No guy wires or stabilization devices are proposed to be used for supporting the facility. The proposed wireless communication facility meets the definition of a monopole antenna supporting structure.

Approval of monopole antenna supporting structure must be reviewed for compliance with the requirements of Section 34-1445(b)(3), as outlined below.

1. *The applicant is not already providing adequate coverage or adequate capacity in the geographic search area; and*

The applicant has submitted propagation maps showing the coverage they are currently providing to the area. The maps indicate a lack of coverage for the surrounding community including a community park.

2. *The applicant is not able to use existing wireless communications facility sites either with or without repeaters to provide adequate coverage or adequate capacity in the geographic search area; and*

There is an existing tower located approximately 3,500 feet (.66 mile) southeast of the subject property located on the campus of Florida Gulf Coast University. This tower is a lattice-type tower which is owned by Lee County. The tower is at capacity with existing antennas and Lee County is not currently allowing additional collocations. The other towers located in the Three Oaks area are approximately 2 miles away which will not provide sufficient coverage for the areas immediately surrounding the subject property. Given the locations and circumstances of the surrounding towers staff finds that the applicant complies with this section of the Lee County Land Development Code.

3. *The applicant has agreed to rent or lease available space on the antenna-supporting structure, under the terms of a fair-market lease, without discrimination to other wireless communications service providers; and*

The applicant has agreed to lease available space on the antenna-supporting structure under the terms of a fair-market lease and without discrimination to other wireless communication service providers.

4. *The proposed wireless communications facility or antenna-supporting structure will not be injurious to historical resources, obstruct scenic views, diminish residential property values, or reduce the quality and function of natural or man-made resources; and*

No historical resources are known to be located on the subject property. The proposed wireless communication facility will be located on to the rear of the existing commercial center. No scenic views will be obstructed by the proposed 135-foot wireless communication facility.

5. *The applicant has agreed to implement all reasonable measures to mitigate the potential adverse impacts of the structures and facilities; and*

The proposed wireless communication facility will be required to install a 10-foot wide landscape buffer as outlined in Section 34-1447(c) of the Lee County Land Development Code. The applicant has not agreed to implement all reasonable measures to mitigate the potential impacts of the proposed wireless communication facility. With the proposed location staff finds the applicant has not meet the requirement to implement all reasonable measures to mitigate the impacts of the facility.

6. *The proposal will comply with FCC Reg 96-326 regarding emissions of electromagnetic radiation.*

All Federal Communication Commission Regulations must be followed as a condition of the FCC License.

Neighborhood Compatibility

Lee County does encourage stealth wireless communication facilities in place of an antenna-supporting structure. However, the visual impacts to the surrounding properties must be considered. Based on this criteria, staff finds it is not compatible because a 135' high stealth flagpole wireless communication facility is not compatible with the surrounding built and natural features.

The placement of a 135-foot flagpole will greatly exceed the height of the existing buildings on and around the subject property. Staff believes the flagpole facility will call more attention to itself than a monopole antenna supporting structure with the antennas and cables hidden within the structure. This will better blend in with the natural environment and the surrounding residential uses.

Conclusion

The applicant has requested a special exception to permit the construction of a stealth wireless communication facility. There is a great difference between a stealth wireless communication facility, as proposed, and an antenna supporting structure. The review criteria for each is vastly different. Stealth criteria relates to how the facility will blend with the surrounding area and how it will appear to something it is not. Staff finds that the proposed facility does not meet the requirements for a stealth facility outlined in Section 34-1447(c)(3) of the LDC. The review for antenna supporting structures bases the review on the need for the facility as well as mitigating the potential impacts of the facility. Staff recommends classifying the proposed facility as a monopole antenna supporting structure instead of the proposed stealth facility. The design of the tower does not meet the requirements that stealth must first be seen to have another

purpose and is not constructed to reasonably resemble a flagpole. Instead it is a wireless communication facility, with a flag that is out of scale with the facility, hanging from the side.

SUBJECT PROPERTY

- A. STRAP: The applicant indicates the STRAP number is: 15-46-25-00-00005.102A
- B. LEGAL DESCRIPTION: See Exhibit A.

ATTACHMENTS

- A. Map of surrounding zoning
- B. Propagation Maps
- C. Site Plan

EXHIBITS

- A. Legal Description

cc: Applicant
County Attorney

EXHIBIT A
SEZ 2005-00012

Exhibit PH-3.C.1 – Legal Description

Description of Parent Tract
(ORB 1931, PG 3677)

A tract of land lying in the SE Quarter (SE ¼) of section 15, township 46 south, range 25 east, Lee County, Florida, more particularly described as follows:

Commencing at the northwest corner of the southeast quarter (SE ¼) of said section 15; thence run S.84°08'36"E. for 356.42 feet; thence run S.63°23'58"E. for 417.26 feet; thence run S.74°58'32"E. for 147.26 feet; thence run N.80°12'17"E. for 202.52 feet; thence east for 99.91 feet to the **Point of Beginning**; thence continue east for 928.83 feet to a point on the westerly right-of-way line of highway I-75; thence run S.14°13'23"E. for 706.75 feet; thence run west for 1008.33 feet; thence run northwesterly 281.8 feet along the arc of a curve concave southwesterly having a radius of 1030.00 feet (chord bearing N.03°09'44"W, chord distance 280.92 feet); thence run N.11°00'00"W for 412.07 feet to the **Point of Beginning**.

Tract herein contains 15.010 acres.

Description of Proposed Verizon Lease Parcel

A portion of the lands described in official records book 1931, page 3677, of public records of Lee County Florida and lying in Section 15, Township 46 South, Range 25 East. Said County being more specifically described as follows:

Commencing at the southeast corner of lands described in Official Records Book 1931, page 3677, said point lying on the westerly right-of-way line of Interstate I-75 (State Road 93); proceed North 89°59'41" West along the south line of said lands, a distance of 286.39 feet; thence North 00°09'23" West, a distance of 160.20 feet to the **Point of Beginning**; thence continue North 00°09'23" West, a distance of 40.00 feet; thence South 89°57'35" East, distance of 40.00 feet; thence South 00°09'23" East, a distance of 40.00 feet; thence North 89°57'35" West, a distance of 40.00 feet to the **Point of Beginning**.

Containing 1,600 square feet, more or less.

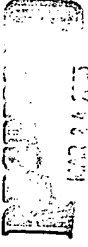
Subject to any and all easements, reservations and rights-of-way of record.

Applicant's Legal Checked
by 9/20/2005
(P1/2)

RECEIVED
MAR 24 2005
ZONING

PH-3.c.1

SEZ2005-00012



PERMIT COUNTER

DESCRIPTION OF PROPOSED ACCESS EASEMENT

A PORTION OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1931, PAGE 3677, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, AND LYING IN SECTION 15, TOWNSHIP 46 SOUTH, RANGE 25 EAST, SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1931, PAGE 3677, SAID POINT LYING ON THE WESTERLY RIGHT-OF-WAY LINE OF INTERSTATE 75(STATE ROAD 93); PROCEED NORTH 89°59'41" WEST, A DISTANCE OF 286.39 FEET; THENCE NORTH 00°09'23" WEST, A DISTANCE OF 200.20 FEET TO THE POINT OF BEGINNING; THENCE NORTH 42°29'37" WEST, A DISTANCE OF 122.15 FEET; THENCE NORTH 55°36'21" WEST, A DISTANCE OF 96.96 FEET; THENCE SOUTH 84°33'44" WEST, A DISTANCE OF 163.68 FEET; THENCE NORTH 42°38'49" WEST, A DISTANCE OF 363.22 FEET; THENCE SOUTH 81°08'45" WEST, A DISTANCE OF 211.16 FEET TO A POINT ON THE WEST LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1931, PAGE 3677, SAID POINT LYING ON THE EAST RIGHT-OF-WAY LINE OF THREE OAKS PARKWAY(A 100 FOOT WIDE RIGHT-OF-WAY); THENCE NORTH 11°00'00" WEST ALONG THE WEST LINE OF SAID LANDS AND EAST RIGHT-OF-WAY LINE OF SAID THREE OAKS PARKWAY, A DISTANCE OF 20.01 FEET; THENCE NORTH 81°08'45" EAST, A DISTANCE OF 222.59 FEET; THENCE SOUTH 42°38'49" EAST, A DISTANCE OF 363.98 FEET; THENCE NORTH 84°33'44" EAST, A DISTANCE OF 59.08 FEET; THENCE SOUTH 65°36'21" EAST, A DISTANCE OF 106.37 FEET; THENCE SOUTH 42°29'37" EAST, A DISTANCE OF 144.59 FEET; THENCE NORTH 89°57'35" WEST, A DISTANCE OF 27.14 FEET TO THE POINT OF BEGINNING.

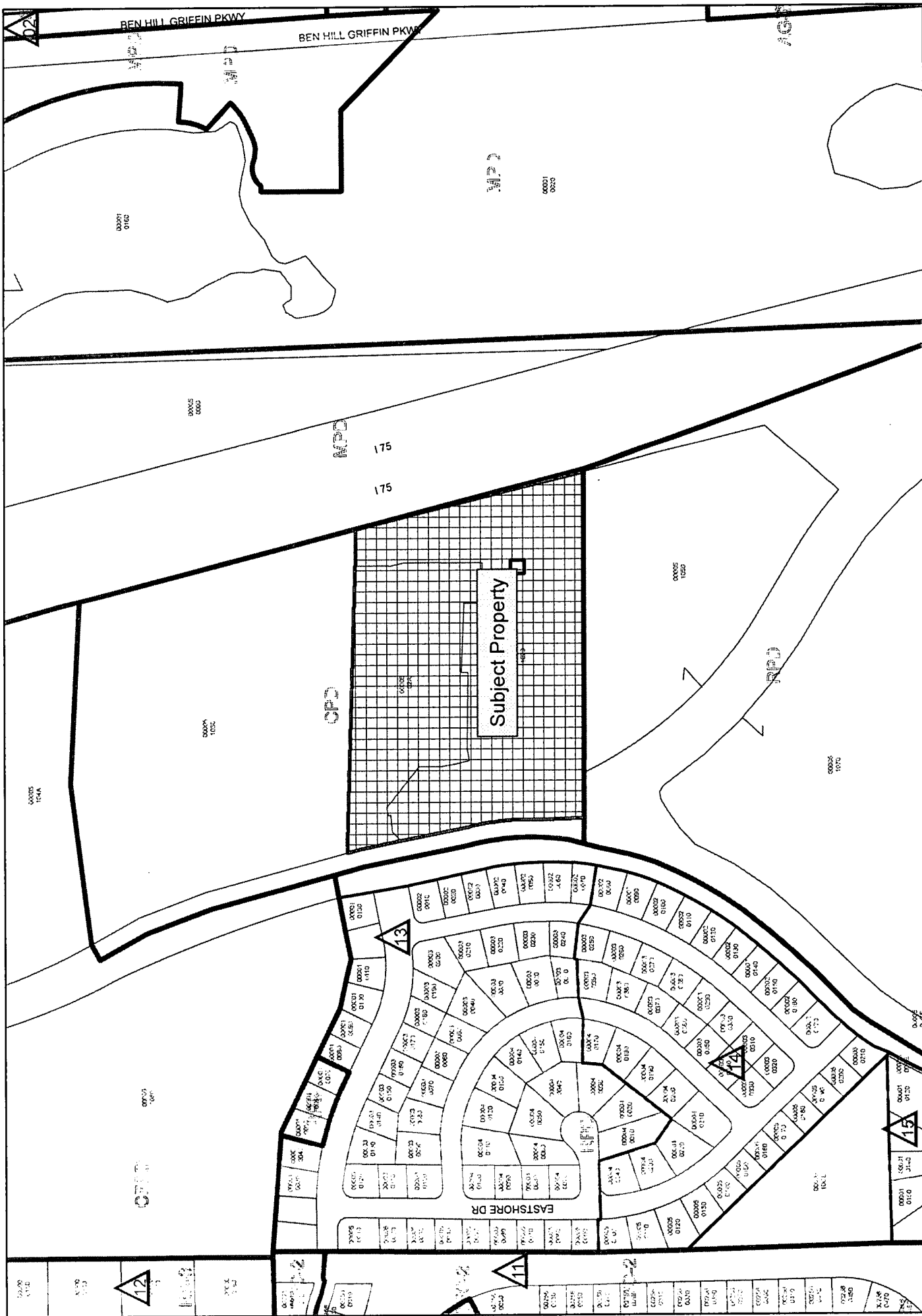
CONTAINING 19,537.8 SQUARE FEET OR 0.45 ACRES, MORE OR LESS.

SUBJECT TO ANY AND ALL EASEMENTS, RESERVATIONS, RESTRICTIONS AND RIGHTS-OF-WAY OF RECORD.

Applicant's Legal Checked

by Lgm 9/20/2005

(P2/2)



RF Propagation Map #68914 VERIZON Wireless

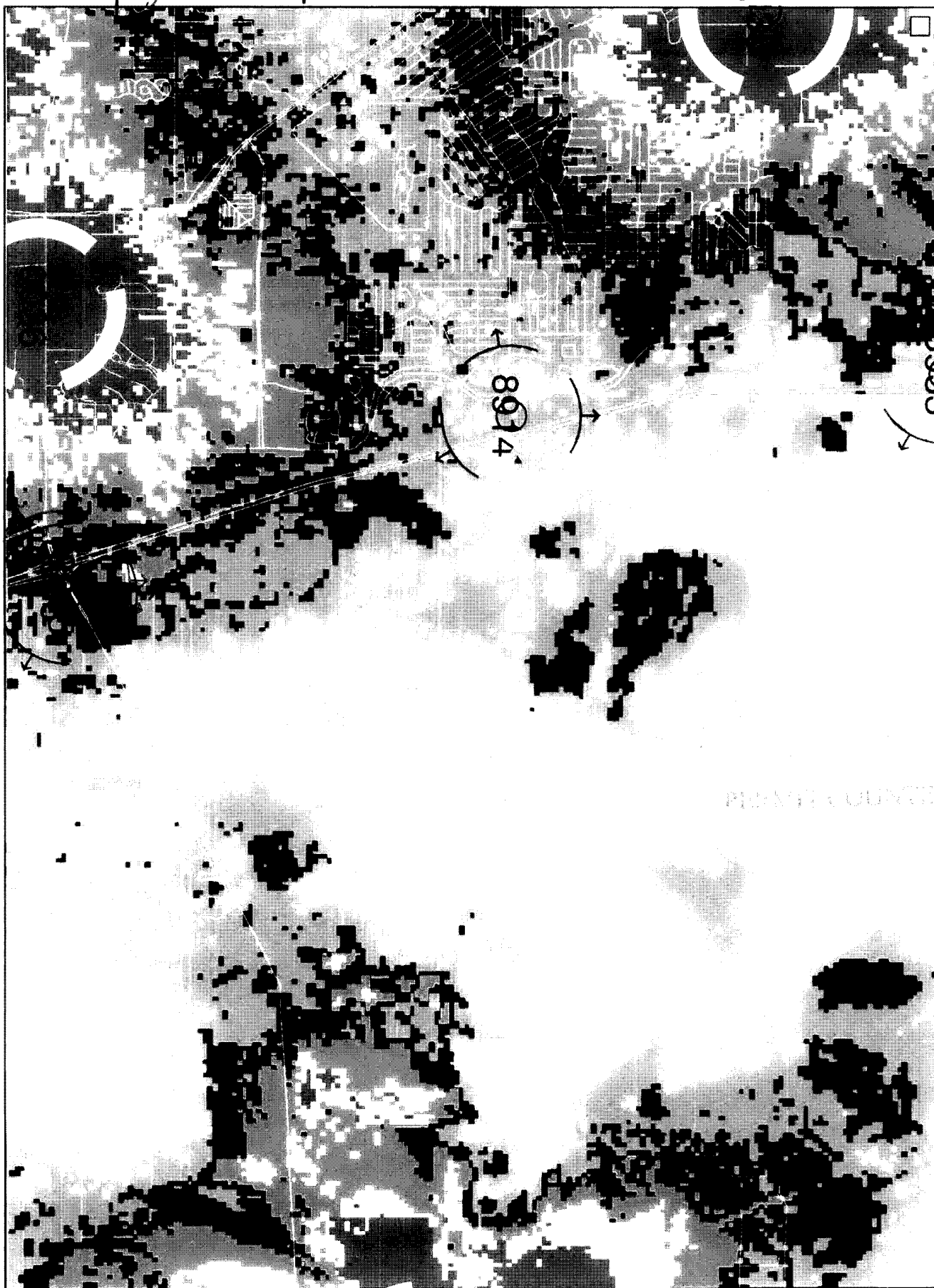


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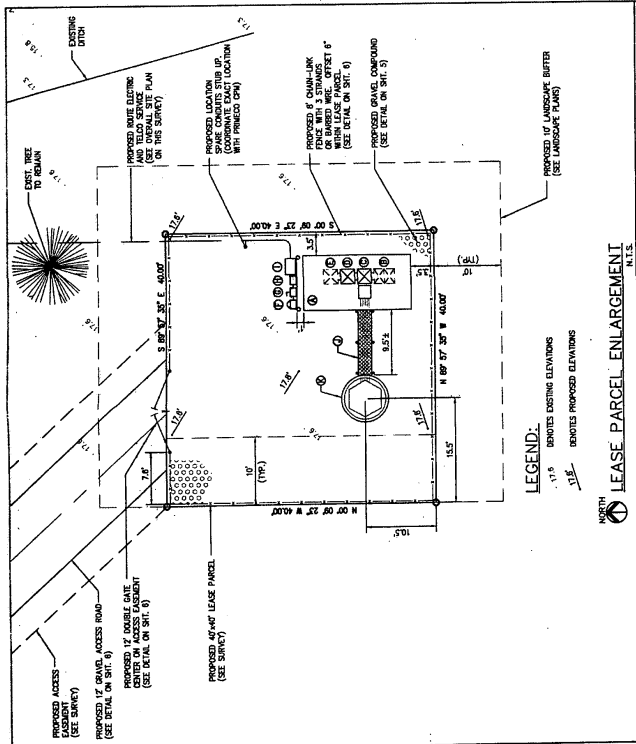
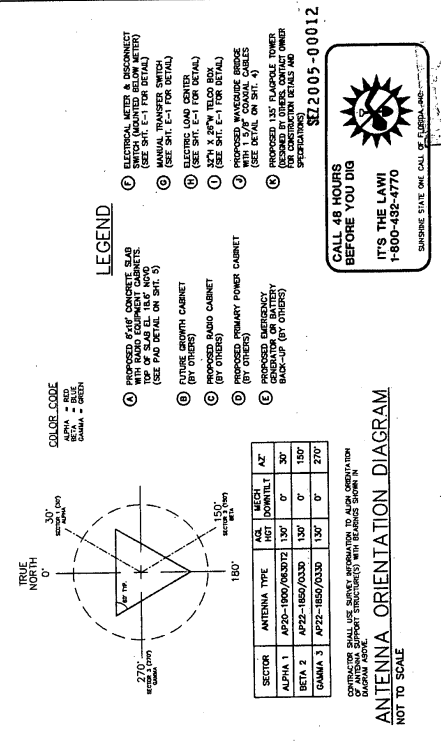
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RF Propagation MAP # 68914 VERIZON Wireless

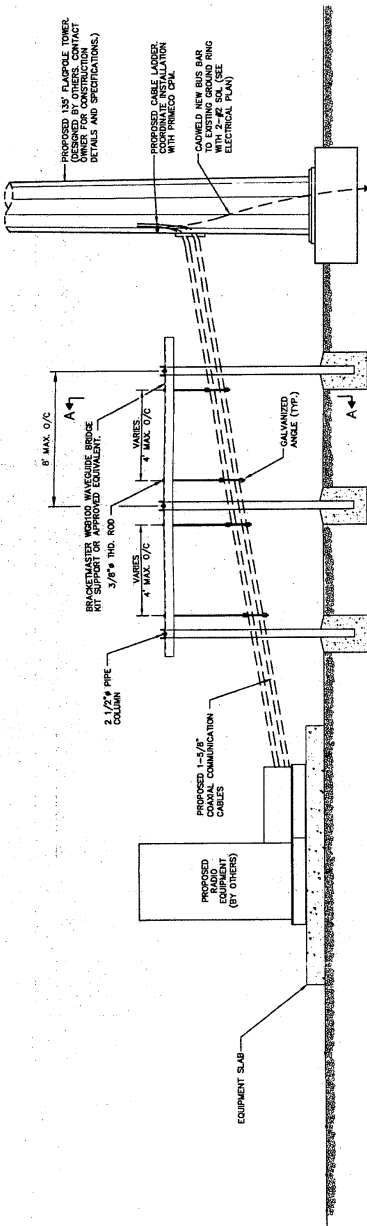
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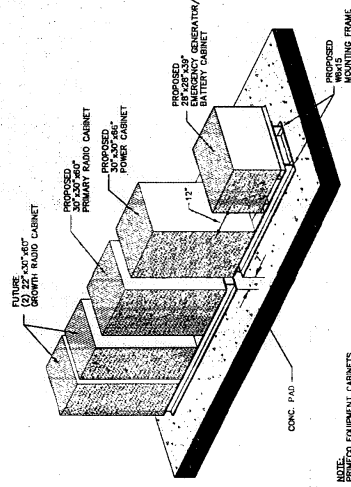


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EQUIPMENT & GROUND CABLE SUPPORTS

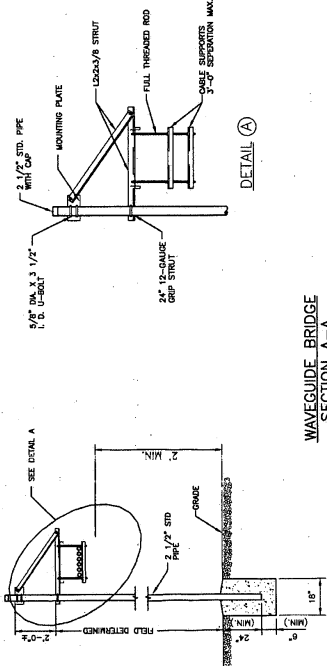
NOTE: ANTENNA AND CABLE INSTALLATION ON EXISTING TOWER BASED ON STRUCTURAL ANALYSIS BY OTHERS



EQUIPMENT CABINETS VIEW

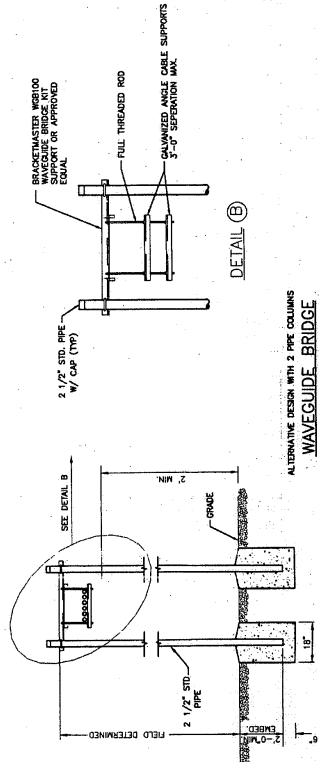
(LOOKING SOUTHWEST 9°)

NOTE: PRIMECO EQUIPMENT CABINETS WILL BE CONCRETE PAD PER MANUFACTURER'S RECOMMENDATIONS



WAVEGUIDE BRIDGE SECTION A-A

NOTE: ALL MATERIALS FURNISHED BY CONTRACTOR UNLESS OTHERWISE NOTED.



WAVEGUIDE BRIDGE SECTION B-B

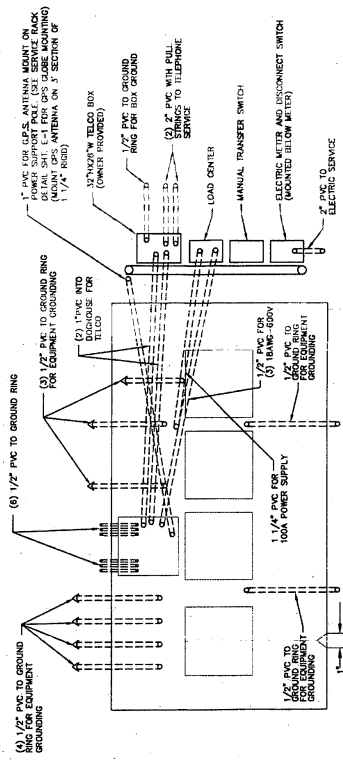
ALTERNATE DESIGN WITH 2 PIPE COLUMNS

NOTE: ALL MATERIALS FURNISHED BY CONTRACTOR UNLESS OTHERWISE NOTED.

GENERAL CONDUIT LOCATIONS

SCALE: N.T.S.

NOTE: FOR DIMENSIONS AND CONSTRUCTION OF CONDUITS REFER TO A181 RADIO SYSTEM JCS CABINET FOUNDATION PAD DWG BD-SR112-01. CONDUITS SHALL BE 1\"/>



GENERAL SITE NOTES:

- 1 - SEE SURVEY FOR LEGAL DESCRIPTION, EXISTING GRADES AND ANTENNA RADIATION PATTERN.
- 2 - ANTENNAS, RADIO CABINET, POWER CABLES, TELEPHONE CABLES, 177\"/>
- 3 - BETTER CONDITION. RESTORE ALL DISTURBED AREA TO EQUAL OR BETTER CONDITION.
- 4 - CONTRACTOR SHALL COORDINATE WITH LOCAL POWER & TELEPHONE UTILITIES COMPANY TO CONFIRM POINT OF SERVICE PRIOR TO INSTALLATION.
- 5 - EXISTING VEGETATION, DESIRABLE, ORGANIC AND DEFENSIBLE MATERIALS SHALL BE REMOVED FROM BELOW THE CONCRETE PAD / FOOTINGS.
- 6 - EXISTING VEGETATION, DESIRABLE, ORGANIC AND DEFENSIBLE MATERIALS SHALL BE REMOVED FROM BELOW THE CONCRETE PAD / FOOTINGS.

PROJECT DATA		REGISTRATION NUMBER		ANTENNA INSTALLATION AT THREE OAKS TOWN CENTER	
DATE: 11/11/2011	TIME: 10:00 AM	DATE: 11/11/2011	TIME: 10:00 AM	DATE: 11/11/2011	TIME: 10:00 AM
PROJECT: 11/11/2011	PROJECT: 11/11/2011	PROJECT: 11/11/2011	PROJECT: 11/11/2011	PROJECT: 11/11/2011	PROJECT: 11/11/2011
PROJECT: 11/11/2011	PROJECT: 11/11/2011	PROJECT: 11/11/2011	PROJECT: 11/11/2011	PROJECT: 11/11/2011	PROJECT: 11/11/2011

PrimeCo Personal Communications
777 VIMATO ROAD, SUITE 400
BOCA RATON, FL 33431
(561) 990-0000

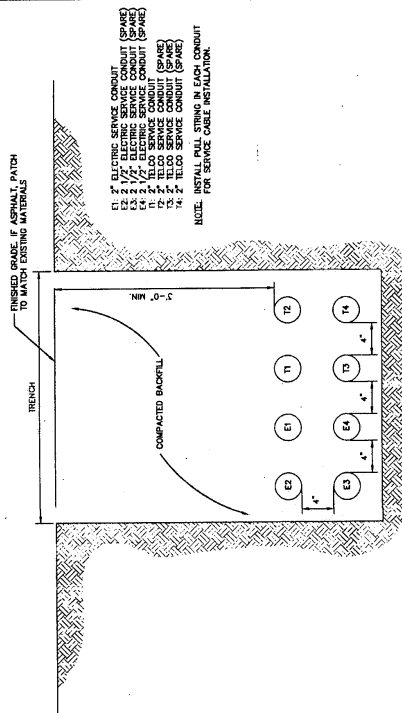
DATE: 11/11/2011
TIME: 10:00 AM
PROJECT: 11/11/2011
PROJECT: 11/11/2011

DATE: 11/11/2011
TIME: 10:00 AM
PROJECT: 11/11/2011
PROJECT: 11/11/2011

DATE: 11/11/2011
TIME: 10:00 AM
PROJECT: 11/11/2011
PROJECT: 11/11/2011

GENERAL NOTES:

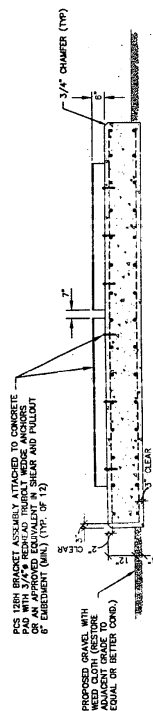
1. EXISTING STANDARD BUILDING CODE
2. STRUCTURAL STEEL
3. CONCRETE SHALL BE 28 DAY COMPRESSIVE STRENGTH OF 4000 PSI. ALL CONCRETE SHALL BE SCHEDULE 40 UNLESS OTHERWISE NOTED.
4. WELDS SHALL CONFORM TO AISC MANUAL OF STEEL CONSTRUCTION. WELDS SHALL BE DONE BY AN AWS CERTIFIED WELDER AND IN COMPLIANCE WITH AWS D11. ALL WELDS SHALL BE THE MAXIMUM ALLOWED. THE MATERIAL BEING WELDED WITH E70XX ELECTRODES.
5. AISC-X, SIZE AS SHOWN ON DRAWINGS.
6. STRUCTURAL STEEL
7. CONCRETE FOR THE SLAB SHALL HAVE A MINIMUM 28 DAY COMPRESSIVE STRENGTH OF 4000 PSI.
8. REINFORCING STEEL SHALL BE 60 GRADE AND HAVE A MINIMUM CLEAR COVER OF 3" ON THE BOTTOM OF THE SLAB.
9. HOT DIP GALVANIZED ALL STRUCTURAL STEEL, TOUCH UP ALL FIELD WELDS AND ABRASION AREAS WITH TWO COATS OF GALVANIZED PAINT.
10. CONTRACTOR / STEEL FABRICATOR SHALL VERIFY ANY STEEL FABRICATION, CASE SHALL BE TAKEN BY THE CONTRACTOR TO VERIFY AND LOCATE ANY EXISTING OBSTRUCTIONS, AND ANY INTERFERENCES SHALL BE REMOVED OR REDESIGNED TO THE ENGINEER FOR APPROVAL.
11. CONTRACTOR / STEEL FABRICATOR SHALL CONFORM TO THE AISC MANUAL OF STEEL CONSTRUCTION.
12. ALL STRUCTURAL STEEL SHALL BE FABRICATED TO FIT AT BOLTED CONNECTIONS WITHIN 10' INSTANCES WITHOUT APPROVAL OF THE ENGINEER.
13. CONTRACTOR / STEEL FABRICATOR SHALL CAP OR SEAL ALL PIPES AS REQUIRED TO PREVENT RAINWATER INTRUSION.
14. EXISTING VEGETATION, DEBRIS, ORGANIC AND DELETERIOUS MATERIALS SHALL BE REMOVED FROM THE SITE. THE CONTRACTOR SHALL RESTORE ALL DISTURBED AREAS TO EQUAL OR BETTER CONDITION.
15. CONTRACTOR SHALL RESTORE ALL DISTURBED AREA TO EQUAL OR BETTER CONDITION.



JOINT SERVICE TRENCH FOR BURIED CONDUIT

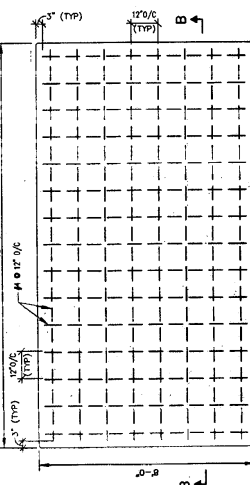
ELECTRIC AND TELEPHONE SERVICE N.T.S.

CONTRACTOR TO VERIFY SEPARATION DIMENSION WITH LOCAL UTILITY



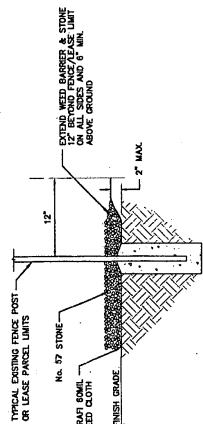
SECTION B-B

N.T.S.



RADIO EQUIPMENT SUPPORT PAD

N.T.S.



GRAVEL/WEED CLOTH DETAIL

N.T.S.

NOTE: ALL MATERIALS FURNISHED BY CONTRACTOR UNLESS OTHERWISE NOTED.

PROPOSED 13' FLAGPOLE (DESIGNED BY OTHERS, CONSTRUCTION DETAILS AND SPECIFICATIONS)

PROPOSED 8' CLF.

PROPOSED WEED CLOTH SUPPORT

PROPOSED PRIMED RADIO EQUIPMENT (BY OTHERS)

GROUND EL. 0.07 AGL

17.8' TIGRO

TOWER ELEVATION

NO SCALE

SE22005 - 0012 PERMIT COUNTER

ANTENNA INSTALLATION AT THREE OAKS TOWN CENTER

SITE NUMBER 68914

DATE: JANUARY 2001

BY: [Signature]

5 of 9

Minley-Horn and Associates, Inc.

ANTENNA INSTALLATION AT THREE OAKS TOWN CENTER

DATE: JANUARY 2001

BY: [Signature]

5 of 9

Minley-Horn and Associates, Inc.

ANTENNA INSTALLATION AT THREE OAKS TOWN CENTER

DATE: JANUARY 2001

BY: [Signature]

5 of 9

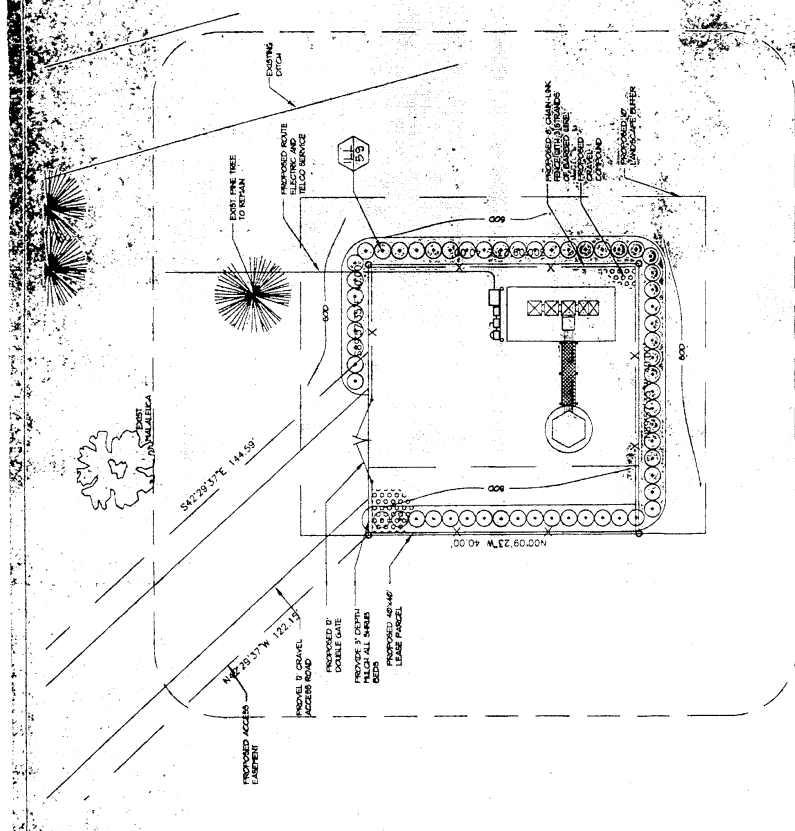
Minley-Horn and Associates, Inc.

ANTENNA INSTALLATION AT THREE OAKS TOWN CENTER

DATE: JANUARY 2001

BY: [Signature]

5 of 9

[illegible]

ATTACHMENT C

PrimeCo
 PERSONAL COMMUNICATIONS
 777 YAMATO ROAD - SUITE 600
 BOCA RATON, FLORIDA 33431
 PHONE (561) 995-5500

SITE DATA

NAME: THREE OAKS TOWN CENTER
 SITE NUMBER: 68914
 ADDRESS: 18751 THREE OAKS PARKWAY
 FT. MYERS, FL 33912
 ZONING JURISDICTION: LEE COUNTY

CONTACTS

PROPERTY OWNER
 PAUL FREEMAN
 19398 DEVONWOOD CIRCLE
 FT. MYERS, FL 33912
 CONTACT: REALTY INVESTMENT CONSULTANTS
 PHONE: (941) 267-8888
 TELEPHONE COMPANY
 SPRINT

INSPECTIONS DEPARTMENT
 LEE COUNTY

POWER COMPANY
 FLORIDA POWER & LIGHT CO.

KIMLEY-HORN AND ASSOCIATES, INC.
 KEVIN SCHANEN
 4431 EMBARCADERO DRIVE
 WEST PALM BEACH, FL 33407
 (561) 845-0665



VICINITY MAP - NOT TO SCALE

INDEX OF DRAWINGS

COVER SHEET
 GENERAL NOTES
 SITE PLAN
 CABLE SUPPORT AND CONDUIT DETAILS
 TOWER ELEVATION AND DETAILS
 FENCING AND GRAVEL ROAD DETAILS
 LANDSCAPING & IRRIGATION PLAN
 LANDSCAPING DETAILS
 IRRIGATION DETAILS
 ELECTRICAL PLAN AND DETAILS

SHEET No.

1 OF 9
 2 OF 9
 3 OF 9
 4 OF 9
 5 OF 9
 6 OF 9
 7 OF 9
 8 OF 9
 9 OF 9
 1 OF 1

SE22005-0012

PERMIT NUMBER

PROJECT DATA PROJECT NAME: THREE OAKS TOWN CENTER PROJECT NUMBER: 68914 PROJECT LOCATION: 18751 THREE OAKS PARKWAY, FT. MYERS, FL 33912 PROJECT OWNER: PAUL FREEMAN PROJECT CONTACT: REALTY INVESTMENT CONSULTANTS PROJECT PHONE: (941) 267-8888 PROJECT TELEPHONE COMPANY: SPRINT		REGISTRATION NUMBERS ENGINEER: KEVIN SCHANEN, P.E. ENGINEER NUMBER: 12000 EXPIRATION DATE: 12/31/2011 SEAL: 12/31/2011		ANTENNA INSTALLATION AT THREE OAKS TOWN CENTER SITE NUMBER 68914		DATE: JANUARY 2007 BY: KEVIN SCHANEN CHECKED BY: [Signature] DATE: [Blank] BY: [Blank] CHECKED BY: [Blank] DATE: [Blank] BY: [Blank]	SHEET 1 OF 9
PrimeCo Personal Communications 777 YAMATO ROAD, SUITE 600 BOCA RATON, FLORIDA 33431 (561) 995-5500		Kimley-Horn and Associates, Inc. 4431 EMBARCADERO DRIVE, WEST PALM BEACH, FL 33407 (561) 845-0665		SCALE: AS NOTED DRAWN BY: [Blank] CHECKED BY: [Blank] DATE: [Blank] BY: [Blank]		PERMIT NUMBER: [Blank]	

This document, together with the complete and correct permit application, is the property of Kimley-Horn and Associates, Inc. It is loaned to the applicant for their use only and is not to be reproduced or distributed without the written consent of Kimley-Horn and Associates, Inc.

INSTRUCTIONS

(Section C.1.c., Lee County Administrative Code AC 2-8)

A zoning sign must be posted on the parcel subject to any zoning application for a minimum of fifteen CALENDAR (15) days in advance of the Hearing Examiner's Public Hearing and maintained through the Board of County Commissioners Hearing, if any. This sign will be provided by the Zoning Division in the following manner:

- Signs for case #SEZ2005-00012 must be posted by **Wednesday, September 21, 2005**.
- The sign must be erected in full view of the public, not more than five (5) feet from the nearest street right-of-way or easement.
- The sign must be securely affixed by nails, staples or other means to a wood frame or to a wood panel and then fastened securely to a post, or other structure. The sign may not be affixed to a tree or other foliage.
- The applicant must make a good faith effort to maintain the sign in place, and readable condition until the requested action has been heard and a final decision rendered.
- If the sign is destroyed, lost, or rendered unreadable, the applicant must report the condition to the Zoning Division, and obtain duplicate copies of the sign from the Zoning Division.

The Division may require the applicant to erect additional signs where large parcels are involved with street frontages extending over considerable distances. If required, such additional signs must be placed not more than three hundred (300) feet apart.

When a parcel abuts more than one (1) street, the applicant must post signs along each street. When a subject parcel does not front a public road, the applicant must post the sign at a point on a public road which leads to the property, and the sign must include a notation which generally indicates the distance and direction to the parcel boundaries and the dimensions of the parcel.

NOTE: AFTER THE SIGN HAS BEEN POSTED, THE AFFIDAVIT OF POSTING NOTICE, BELOW, SHOULD BE RETURNED NO LATER THAN THREE (3) WORKING DAYS BEFORE THE INITIAL HEARING DATE TO LEE COUNTY ZONING DIVISION, 1500 MONROE ST., FT. MYERS, FL 33901.

(Return the completed Affidavit below to the Zoning Division as indicated in previous paragraph.)

AFFIDAVIT OF POSTING NOTICE

STATE OF FLORIDA
COUNTY OF LEE

BEFORE THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED Wilberforce English
WHO ON OATH SAYS THAT HE/SHE HAS POSTED PROPER NOTICE AS REQUIRED BY SECTION 34-236(b) OF
THE LEE COUNTY LAND DEVELOPMENT CODE ON THE PARCEL COVERED IN THE ZONING APPLICATION
REFERENCE BELOW:

Will A. English
SIGNATURE OF APPLICANT OR AGENT

Will A. English
NAME (TYPED OR PRINTED)

14157 Temple Blvd.
ST. OR PO BOX

Loxahatchee Fla. 33470
CITY, STATE & ZIP

#SEZ2005-00012/VERIZON WIRELESS-THREE OAKS/09/29/2005/LW

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was sworn to and subscribed before me this 12th day September
2005 by W. English, personally known to me or who produced
as identification and who did/did not take an oath.

Karen D. Hutcherson
Signature of Notary Public

Karen D. Hutcherson
Printed Name of Notary Public

My Commission Expires:
(Stamp with serial number)





LEE COUNTY
SOUTHWEST FLORIDA

RECEIVED
MAR 24 2005

APPLICATION FOR PUBLIC HEARING **PERMIT COUNTER**
FOR
UNINCORPORATED AREAS ONLY

Applicant's Name: VERIZON WIRELESS

Project Name: VERIZON WIRELESS - THREE OAKS

STRAP Number(s): ~~15-46-25-00-00005.10209~~ 15-46-25-00-00005.102A

TYPE OF APPLICATION

- ☒ Special Exception (attach Supplement A)
- ☐ Variance (attach Supplement B)
- ☐ Conventional Zoning (attach Supplement C)
- ☐ Planned Development (not PRFPD) (attach Supplement D)
- ☐ Amendment to built Planned Development (Supplement D may be required)
- ☐ Private Recreational Facilities Planned Development (attach Supplement D)
- ☐ DRI - with rezoning (attach Supplement D and completed DRI Application)
- ☐ DRI - without rezoning (attach copy of ADA)

IS THIS PROJECT LOCATED IN THE ESTERO OR CAPTIVA PLANNING COMMUNITY? ☐ Yes* ☒ No
*If yes, please provide the meeting summary document and label accordingly.

STAFF USE ONLY

Case Number: SE22005-00012

Commission District: _____

Current Zoning: CPD

Fee Amount: \$1000.00

Land Use Classification: URBAN COMMUNITY WETLANDS

Intake by: RW

Planning Community: SAN CARLOS

LEE COUNTY
COMMUNITY DEVELOPMENT
P.O. BOX 398 (1500 MONROE STREET)
FORT MYERS, FLORIDA 33902
PHONE (239) 479-8585

PART 1
APPLICANT/AGENT INFORMATION

A. Name of applicant: VERIZON WIRELESS c/o Josephine Conde
Address: Street: 777 YAMATO ROAD, Suite 600
City: BOCA RATON State: FL Zip: 33431
Phone: Area Code: 561 Number: 995-5764 Ext: _____
Fax: Area Code: 561 Number: 995-5568
E-mail address: jlaskey@SBASite.com
AGENT - JASON LASKEY

B. Relationship of Applicant to owner (check one):

- ☐ Applicant (individual or husband & wife) is the sole owner of the property. [34-201(a)(1)a.1.]
- ☒ Applicant has been authorized by the owner(s) to represent them for this action.
- ☒ Notarized Affidavit of Authorization form is attached as Exhibit PH-1.B.2. [34-202(b)(1)c.]
- ☐ Applicant is a contract purchaser/vendee. [34-202(b)(1)d.]
- ☐ Notarized Affidavit of Authorization form is attached as Exhibit PH-1.B.2. [34-202(b)(1)c.]
- ☐ Application is County initiated. BOCC authorization is attached as Exhibit PH-1.B.3

C. Authorized Agent: Name of the person who is to receive all county-initiated correspondence regarding this application. [34-202(b)(1)c.]

C.1. Company Name: SBA NETWORK SERVICES
Contact Person: JASON LASKEY
Address: Street: 5900 Broken Sound Pkwy NW
City: BOCA RATON State: FLORIDA Zip: 33487
Phone: Area Code: 305 Number: 321-5655 Ext: _____
Fax: Area Code: 561 Number: 981-9901
E-mail address: jlaskey@SBASite.com

C.2. ☒ Additional Agent(s): The names of other agents that the county may contact concerning this application are attached as Exhibit PH-1.C.2. [34-202(b)(1)c.]

**PART 2
PROPERTY OWNERSHIP**

A. Property Ownership: Single owner (individual or husband & wife only) [34-201(a)(1)a.1.]

A.1. Name: _____
Mailing Address: Street: _____
City: _____ State: _____ Zip: _____
Phone: Area Code: _____ Number: _____ Ext: _____
Fax: Area Code: _____ Number: _____
E-mail: _____

B. Property Ownership: Multiple owners (Corporation, partnership, trust, association) [34-201(a)(1)].

B.1. ☒ Disclosure Form is attached as **Exhibit PH-2.B.1.** [34-201(b)2]

C. Multiple parcels

C.1. _____ **Property owners list** is attached as **Exhibit PH-2.C.1.** [34-202(a)(5)]

C.2. _____ **Property owners map** is attached as **Exhibit PH-2.C.2.** [34-202(a)(5)]

D. Date property was acquired by present owner(s): _____

**PART 3
PROPERTY INFORMATION**

A. STRAP Number(s): 15-46-25-00-00005.102A

B. Street Address of Property: 18751 THREE OAKS PARKWAY

C. Legal Description

☒ Legal description (on 8 1/2" by 11" paper) is attached as **Exhibit PH-3.C.1.** [34-202(a)(1)]

☒ Electronic version of the legal description is attached as **Exhibit PH-3.C.2.**

D. Boundary Survey or certified sketch of description: (check appropriate response)

_____ The property consists of one or more undivided platted lots in a subdivision recorded in the Official County Plat Books. A copy of the applicable plat book page is attached as **Exhibit PH-3.D.1.** [34-202(a)(2)]

☒ The request is for a conventional rezoning, special exception, or variance on a parcel less than ten acres in area. Attached is a (check one) _____ Certified sketch of description attached as **Exhibit PH-3.D.2.** or a ☒ Boundary survey attached as **Exhibit PH-3.D.2.** [34-202(a)(2)]

_____ The request is for a Planned Development or consists of ten or more acres. A Boundary survey, tied to the state plane coordinate system, is attached as **Exhibit PH-3.D.3.** [34-202(a)(2)]

- E. Planning Community: SAN CARLOS
- F. General Location of Property: THREE OAKS PARKWAY, South of Alico Road,
- F.1. ☒ Area location map is attached as Exhibit PH-3.F. [34-202(a)(4)] West of I-75
- F.2. Directions to property: From Ft. Myers take I-75 south to
Alico Road Exit #20. Go west 1/2 mile to
THREE OAKS PARKWAY. Turn left heading south on
THREE OAKS PARKWAY and continue south approximately
(1) ONE mile. Property is located at the east
of Three Oaks Parkway in the SE corner of
Three Oaks Town Center Shopping Plaza.
- G. Surrounding property owners:
- G.1. ☒ List of surrounding property owners is attached as Exhibit PH.3.G.1. [34-202(a)(6)]
- G.2. ☒ Map of surrounding property owners is attached as Exhibit PH.3.G.2. [34-202(a)(7)]
- G.3. ☒ 2 sets of mailing labels are attached as Exhibit PH.3.G.3. [34-202(a)(6)]
- H. Current Zoning of Property: CPD - COMMERCIAL PLANNED DEVELOPMENT
- I. Current use of property:
- ☒ Current Non-agricultural uses of the property are: _____
- COMMERCIAL SHOPPING PLAZA
- N/A Current Agricultural uses on the property are shown in Exhibit PH-3.I. [34-202(b)(7)]
- J. Land Use Classification:
- | | | | | |
|------------|--------------|-------|------------|------------|
| <u>CPD</u> | <u>15.01</u> | Acres | <u>100</u> | % of total |
| _____ | _____ | Acres | _____ | % of total |
| _____ | _____ | Acres | _____ | % of total |
| _____ | _____ | Acres | _____ | % of total |
- K. Flood Hazard (write NA if not applicable) [34-202(a)(8)]
- N/A The property is within an Area of Special Flood Hazard as indicated in the Flood Insurance Rate Maps (FIRM)s.
- N/A The minimum elevation required for the first habitable floor is _____ NGVD (MSL)

L. Deed Restrictions

- L.1. ☒ There are no deed restrictions or other covenants on this property that affect this request.
- L.2. ☐ Deed restrictions\ covenants that may affect this request are attached as **Exhibit PH-3.L.2.**
- L.3. ☐ A narrative explanation as to how the deed restrictions or covenants may affect this request. is attached as **Exhibit PH-3.L.3** [34-202(b)(2)]

M. Property Dimensions [34-202(a)(8)]

1. Width (average if irregular parcel): 900 +/- Feet
2. Depth (average if irregular parcel): 700 +/- Feet
3. Total area: 15.01 Acres or square feet
4. Frontage on road or street: 700 +/- Feet on SOAKS PKWY Street
- 2nd Frontage on road or street: _____ Feet on _____ Street

**PART 4
ACTION REQUESTED**

A. Action Requested: [check applicable action(s)]

- ☒ **Special Exception for** communications facility **Attached is Supplement A**
- ☐ **Variance for** _____ **Attached is Supplement B**
- ☐ **Conventional Rezoning from:** _____ **to** _____ **Attached is Sup. C**
- ☐ **Planned Development rezoning from** _____ **to** _____
- ☐ **DCI - Major: Attached is Supplement D**
- ☐ **DCI - Minor: Attached is Supplement D**
- ☐ **Request is for PRFPD zoning in the Private Recreational Facilities Overlay Area. Attached is Supplement D**
- ☐ **Planned Development Amendment. Attached is the Supplement D**
- ☐ **Public Hearing for DRI**
- ☐ **No rezoning is required.**
- ☐ **Rezoning is required. Attached is the Supplement D**

B. Excavations:

- ☒ **No blasting will be used in the excavation of lakes or other site elements.**
- ☐ **A map indicating the general location of the proposed blasting locations is attached as Exhibit PH-4.B** [34-202(b)(6)]

C. Bonus Density (put NA if not applicable)

- ☐ **Bonus density will be used. Attached is Exhibit PH-4.C showing calculations.** [34-202(b)(5)]

D. Hazardous materials (put NA if not applicable)

- ☐ **A Hazardous materials emergency plan is attached as Exhibit PH-4.D** [34-202(b)(4)]

E. **Mobile Home Park** (put NA if not applicable)

N/A Request includes rezoning of a Mobile Home Park. **Attached is Exhibit PH-4.E** [34-203(d)]

F. **Aviation Hazard** (put NA if not applicable)

_____ Property is subject to Airport Hazard District regulations. **Attached is Exhibit PH-4.F** [34-1001 et seq]

☒ A tall structures permit will be required.

_____ Property is located within Noise zone: _____

G. **Estero Planning Community** (put NA if not applicable)

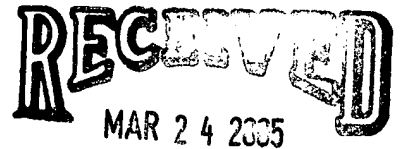
N/A A summary of public informational session. **Attached is Exhibit PH-4.G** [34-373(a)(10)]

H. **Captiva Planning Community** (put NA if not applicable)

N/A A summary of public informational session. **Attached is Exhibit PH-4.H** [Lee Plan Policy 21.7]

I. **Waivers from Application Submission Requirements:** The following waivers have been approved by the Director of Zoning Services and are attached as **Exhibit PH-4.I** [Section 34-202(a)]

Section Number	Name of item
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

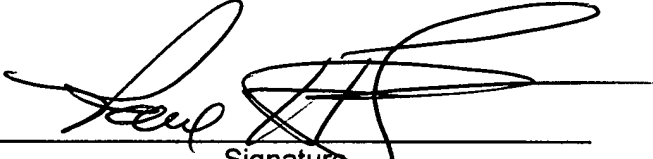


AFFIDAVIT FOR PUBLIC HEARING
APPLICATION IS SIGNED BY AN INDIVIDUAL OWNER OR APPLICANT

PERMIT COUNTER

I, PAUL H. FREEMAN, swear or affirm under oath, that I am the owner or the authorized representative of the owner(s) of the property and that:

1. I have full authority to secure the approval(s) requested and to impose covenants and restrictions on the referenced property as a result of any action approved by the County in accordance with this application and the Land Development Code;
2. All answers to the questions in this application and any sketches, data or other supplementary matter attached hereto and made a part of this application are honest and true;
3. I have authorized the staff of Lee County Community Development to enter upon the property during normal working hours for the purpose of investigating and evaluating the request made thru this application; and that
4. The property will not be transferred, conveyed, sold or subdivided unencumbered by the conditions and restrictions imposed by the approved action.



Signature

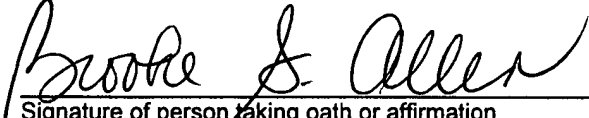
PAUL H. FREEMAN

(Type or printed name)

STATE OF Florida
COUNTY OF Lee

SEZ2005-00012

The foregoing instrument was sworn to (or affirmed) and subscribed before me this FEB. 15, 2005 (date) by Paul H. Freeman (name of person providing oath or affirmation), who is personally known to me or who has produced (type of identification) as identification.



Signature of person taking oath or affirmation

Title or rank



Brooke S Allen
My Commission DD104505
Expires March 28, 2006

Name typed, printed or stamped

Serial number, if any

AFFIDAVIT OF OWNERSHIP AND AGENT AUTHORIZATION

I, Paul H. Freeman, as OWNER for Paul Freeman H ETAL, swear or affirm under oath, that

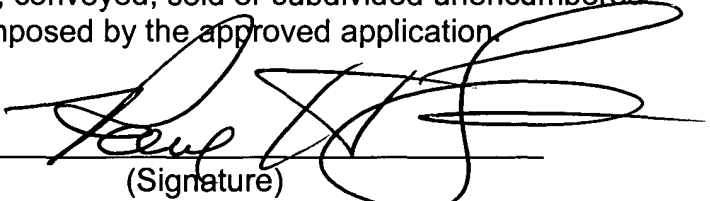
1. Paul Freeman H ETAL. is the owner of the property identified by the STRAP # 15-46-25-00-00005.1020 and 15-46-25-00-00005.102A
2. Paul Freeman H ETAL does hereby authorize Verizon Wireless Personal Communications, LP, through Laura B. Belflower, P.A., or SBA Network Services, Inc. ("Verizon Wireless"), to act on its behalf as agent with regard to the processing of all applications as necessary for the approval(s) of a wireless communications facility site; and
3. Verizon Wireless is authorized to impose covenants and restrictions on the subject portion of the property as a result of any action approved by the County in accordance with the subject application(s) and the Lee County Land Development Code; and
4. The staff of Lee County Community Development is authorized to enter upon the property during normal working hours for the purpose of investigating and evaluating the request made in the subject application(s); and
5. The property will not be transferred, conveyed, sold or subdivided unencumbered by the conditions and restrictions imposed by the approved application.



PERMIT COUNTER

STATE OF FLORIDA

COUNTY OF LEE

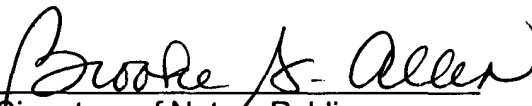

(Signature)
Paul H. FREEMAN
(Type or print name)

(Print title)

The foregoing instrument was sworn to (or affirmed) and subscribed before me this 15 day of FEB., 2005 by Paul H. Freeman
(name of person providing oath or affirmation), who is personally known to me or who has produced _____ (type of identification) as identification.



Brooke S Allen
My Commission DD104505
Expires March 28, 2008


Signature of Notary Public

My Commission Expires: _____

**AFFIDAVIT OF OWNERSHIP OF
STEALTH WIRELESS COMMUNICATIONS FACILITY**

I, PAUL H. FREEMAN, as OWNER
for Verizon Wireless Personal Communications, LP, swear or affirm under oath, that:

1. Verizon Wireless Personal Communications, LP will be the owner of the stealth wireless communications facility proposed to be located on a portion of the property identified by the STRAP # 15-46-25-00-00005.1020 and # 15-46-25-00-00005.102A; and
2. The contact information for Verizon Wireless Personal Communications, LP, as owner of the facility is:

Verizon Wireless Personal Communications, LP
777 Yamato Road, Suite 600
Boca Raton, FL 33431

(561) 226-9359

3. Verizon Wireless Personal Communications, LP affirms through this affidavit that this contact information will be updated with Lee County by Verizon Wireless Personal Communications, LP annually or upon a change of ownership.



PERMIT COUNTER

STATE OF FLORIDA

COUNTY OF LEE

Paul H. Freeman
(Signature)

PAUL H. FREEMAN
(Type or print name)

(Print title)

The foregoing instrument was sworn to (or affirmed) and subscribed before me this 15 day of February, 2005 by PAUL H. FREEMAN
(name of person providing oath or affirmation), who is personally known to me or who has produced _____ (type of identification) as identification.



Brooke S Allen
My Commission DD104505
Expires March 28, 2006

Brooke S. Allen
Signature of Notary Public

My Commission Expires: _____

AFFIDAVIT FOR DEVELOPMENT ORDER

APPLICATION IS SIGNED BY A CORPORATION, LIMITED LIABILITY COMPANY (L.L.C.), LIMITED COMPANY (L.C.), PARTNERSHIP, LIMITED PARTNERSHIP, OR TRUSTEE

I, RAMESH TOOLSIE, of Verizon Wireless
, as Network Director

of Verizon Wireless Personal Communications, LP, swear or affirm under oath, that I am the ~~owner or the~~ authorized representative of the owner(s) of the property and that:

1. I have full authority to secure the approval(s) requested and to impose covenants and restrictions on the referenced property as a result of any action approved by the County in accordance with this application and the Land Development Code.
2. All answers to the questions in this application and any sketches, data or other supplementary matter attached hereto and made a part of this application are honest and true;
3. I am hereby authorizing the staff of Lee County Community Development to enter upon the property during normal working hours for the purpose of investigating and evaluating the request made thru this application; and that
4. The property will not be transferred, conveyed, sold or subdivided unencumbered by the conditions and restrictions imposed by the approved action.

Verizon Wireless Personal Communications, LP

RAMESH TOOLSIE
 Signature

DIR. NETWORK ENG, FLORIDA
 (title of signatory)

(Type or printed name)

RECEIVED
 MAR 24 2005

STATE OF FLORIDA
 COUNTY OF PALM BEACH

PERMIT COUNTER

The foregoing instrument was sworn to (or affirmed) and subscribed before me this 2/18/05 (date) by RAMESH TOOLSIE (name of person providing oath or affirmation), who is personally known to me or who has produced _____ (type of identification) as identification.

Josephine Conde
 Signature of person taking oath or affirmation
Notary Public
 Title or rank

OFFICIAL NOTARY SEAL
 JOSEPHINE CONDE
 COMMISSION NUMBER
 DD 024074
 MY COMMISSION EXPIRES
 MAY 8, 2005

*Notes:

- If the applicant is a corporation, then it is usually executed by the corp. pres. or v. pres.
- If the applicant is a Limited Liability Company (L.L.C.) or Limited Company (L.C.), then the documents should typically be signed by the Company's Managing Member.
- If the applicant is a partnership, then typically a partner can sign on behalf of the partnership.
- If the applicant is a limited partnership, then the general partner must sign and be identified as the General partner of the named partnership.
- If the applicant is a trustee, then they must include their title of Trustee.
- In each instance, first determine the applicant's status, e.g., individual, corporate, trust, partnership, estate, etc., and then use the appropriate format for that ownership.

SEZ2005-00012

EXHIBIT PH-2.B.1
DISCLOSURE OF INTEREST FORM FOR:RECEIVED
MAR 24 2005STRAP NO. ~~15-46-25-00-00005,1020~~ CASE NO. _____
15-46-25-00-00005,102A

PERMIT COUNTER

1. If the property is owned in fee simple by an INDIVIDUAL, tenancy by the entirety, tenancy in common, or joint tenancy, list all parties with an ownership interest as well as the percentage of such interest.

Name and Address	Percentage of Ownership
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

2. If the property is owned by a CORPORATION, list the officers and stockholders and the percentage of stock owned by each.

Name and Address	Percentage of Stock
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

3. If the property is in the name of a TRUSTEE, list the beneficiaries of the trust with percentage of interest.

Name and Address	Percentage of Interest
PAUL H FREEMAN	33 1/3 %
ALAN C FREEMAN	33 1/3 %
NEIL D FREEMAN	33 1/3 %
_____	_____
_____	_____
_____	_____

4. If the property is in the name of a GENERAL PARTNERSHIP OR LIMITED PARTNERSHIP, list the names of the general and limited partners.

Name and Address	Percentage of Ownership
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

5. If there is a CONTRACT FOR PURCHASE, whether contingent on this application or not, and whether a Corporation, Trustee, or Partnership, list the names of the contract purchasers below, including the officers, stockholders, beneficiaries, or partners.

Name and Address	Percentage of Stock

Date of Contract: _____

6. If any contingency clause or contract terms involve additional parties, list all individuals or officers, if a corporation, partnership, or trust.

Name and Address	

RECEIVED
MAR 24 2005

PERMIT COUNTER

For any changes of ownership or changes in contracts for purchase subsequent to the date of the application, but prior to the date of final public hearing, a supplemental disclosure of interest shall be filed.

The above is a full disclosure of all parties of interest in this application, to the best of my knowledge and belief.

Signature: _____

Paul H. Freeman
(Applicant) **OWNER**

PAUL H. FREEMAN

(Printed or typed name of applicant)

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 15 day of FEBRUARY 2005
by Paul H. Freeman who is personally known to me or who has produced

as identification

Brooke S. Allen
Signature of Notary Public

(SEAL)



Brooke S Allen
My Commission DD104505
Expires March 28, 2006

Printed Name of Notary Public

Page 2 of 2

2005-00012

EXHIBIT PH-1.C.2
ADDITIONAL AGENTS

RECEIVED
MAR 24 2005

Company Name: SBA Network Services

PERMIT COUNTER

Contact Person: Kim Meckes Callazo

Address: Street: 5900 Broken Sound Pkwy NW

City: Boca Raton

State: FL

Zip: 33487

Phone: Area Code: 561

Number: 226-9484

Ext: _____

Fax: Area Code: 561

Number: 981-9901

E-mail address: kmeckes@sbasite.com

Company Name: Laura Bellflower, P.A.

Contact Person: Laura Bellflower, Esq

Address: Street: 16002 Wyndover Road

City: Tampa

State: FL

Zip: 33647

Phone: Area Code: 813

Number: 971-5505

Ext: _____

Fax: Area Code: 561

Number: 981-9901

E-mail address: _____

Company Name: _____

Contact Person: _____

Address: Street: _____

City: _____

State: _____

Zip: _____

Phone: Area Code: _____

Number: _____

Ext: _____

Fax: Area Code: _____

Number: _____

E-mail address: _____

Company Name: _____

Contact Person: _____

Address: Street: _____

City: _____

State: _____

Zip: _____

Phone: Area Code: _____

Number: _____

Ext: _____

Fax: Area Code: _____

Number: _____

E-mail address: _____



RECEIVED
MAR 24 2005

SUPPLEMENT A

PERMIT COUNTER

ADDITIONAL REQUIRED INFORMATION FOR A SPECIAL EXCEPTION APPLICATION UNINCORPORATED LEE COUNTY

SEZ2005-00012

CASE NUMBER:

Project Name: Verizon Wireless - Three Oaks Town Center

Authorized agent: SBA Network Services - Jason Laskey

STRAP Number(s): 15-46-25-00-00005.1020 #
15-46-25-00-00005.102A

SPECIAL EXCEPTION FOR (check applicable items):

- ☐ Requested Special Exception DOES NOT qualify as a Development of County Impact.
- ☐ Solar or Wind energy modifications [34-203(e)(3)]
- ☐ Temporary parking lot [34-203(e)(4)]
- ☐ Joint parking [34-203(e)(7)]
- ☐ On-premise consumption of alcoholic beverages [34-203(e)(5)]
- ☐ Harvesting of cypress (Taxodium spp. [34-203(e)(6)]
- ☐ Private aircraft landing facilities [34-203(e)(8)]
- ☐ Family day care home exemption [34-203(e)(9)]
- ☒ Wireless Communication Facilities [34-1441]
- ☐ Model Homes [34-1954]

REASON(S) FOR REQUEST

CASE NUMBER: _____

PROJECT NAME: _____

VERIZON Wireless - Three Oaks
TOWN CENTER

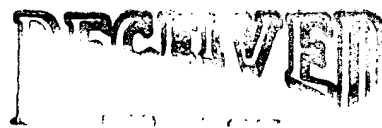
All applications for a special exception must include a statement as to how the property qualifies for the special exception requested, and what impact granting the request would have on surrounding properties. Such statement must be directed, at a minimum, to the guidelines for decision-making embodied in section 34-145(c)(2). This statement may be utilized by the hearing examiner and staff in establishing a factual basis for granting or denial of the special exception. [34-203(e)1.]

A. How the property qualifies (use additional paper if needed):

SEE ATTACHED

B. Impact on surrounding properties (use additional paper if needed):

SEE ATTACHE



Affidavit

SEZ2005-00012

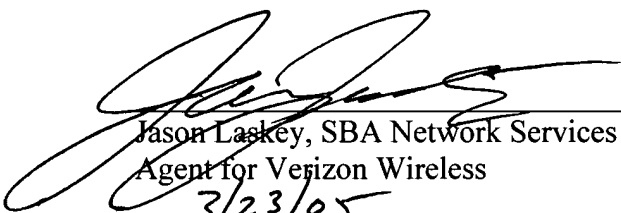
Verizon Search Ring: #68914

Verizon Site Name: Three Oaks Town Center – 135 feet tall stealth flagpole installation

I, Jason Laskey, Project Manager, SBA Network Services, 5900 Broken Sound Parkway NW, Boca Raton, FL 33487, attest and affirm that based on an extensive review of search ring #68914 issued by Verizon Wireless have determined that no useable tower, building or structure meeting Verizon's RF requirements was identified within the intended coverage area.

Verizon Wireless made diligent efforts to collocate antennas and equipment on the existing lattice tower operated by Lee County and situated on the campus of Florida Gulf Coast University (FGCU) to the east of the proposed site at Three Oaks Town Center.

It has been determined that the existing tower at FGCU is at structural capacity and therefore not available for collocation.


Jason Laskey, SBA Network Services
Agent for Verizon Wireless

3/23/05
Date

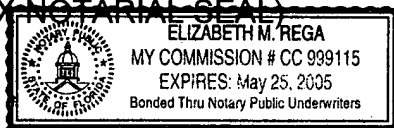
Notarized Statement:
STATE OF Florida

COUNTY OF Palm Beach

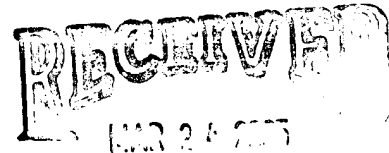
The foregoing instrument was acknowledged before me this 23rd day of MARCH, 2005,

☒ by Jason Laskey, Project Manager, SBA Network Services.

(AFFIX NOTARIAL SEAL)



My commission expires: 5/25/05



PERMIT COUNTER


(OFFICIAL NOTARY SIGNATURE)
NOTARY PUBLIC—STATE OF FLORIDA

ELIZABETH M. REGA
(PRINTED, TYPED OR STAMPED NAME OF NOTARY)
COMMISSION NUMBER: CC999115

A. How the property qualifies?

In accordance with the Lee County Land Development Code Section 34-1447 relating to telecommunications towers and antennas, the applicant, Verizon Wireless seeks Special Exception approval for the placement of a 135 feet tall stealth communications facility at the Three Oaks Shopping Plaza located at 18751 Three Oaks Parkway. The proposed stealth facility is designed as a stealth flagpole installation whereby all antennas associated with the tower will be concealed inside the tower. The subject property is a Commercial Planned Development (CPD) situated in the San Carlos Planning community. The subject property is utilized as commercial shopping plaza.

Per table 34-1447 labeled Permissible Antenna-Supporting Structure Heights, locations and Applicable Reviews of the Lee County Land Development Code, stealth communications towers greater than 90 feet and lower than 149 feet are allowed in all zoning districts by Special Exception approval. Additionally, Section 34-1447 B. 4 – labeled Zoning District Priorities states that communications towers located in commercial districts rank 2nd on priority after industrial zoned properties. It is believed that the proposed wireless facility meets or exceeds all zoning requirements relating to setbacks and placement on the property.

B. Impact on surrounding properties?

The proposed wireless facility will have minimal to no impact on surrounding properties in the area. Aesthetically, the visual impact of the installation will be minimized by the fact that it is designed as a stealth flagpole installation. No antennas or appurtenances will be visible. The structure itself will be neutral in color, typically white and has a non-glare finish. Landscaping at the base of the tower will be in accordance with those as outlined in the Lee County Land Development Code and will further buffer the tower site from the general public.

The location of the tower site on the subject property will also minimize the visual impact of the tower site. The subject property is bordered on the east by Interstate I-75, an undeveloped property to the south under the same ownership as the subject property, Three Oaks Parkway to the west and a CPD district to the north. The site is situated in the SE corner of the subject property and offers a large setback to the nearest residential district and in general is situated in an area that is not readily viewable to the general public. The site offers a setback of 218 feet to the east property line, 167 feet to the south property line, 733 feet to the west property line and 511 feet to the north property line.

Three Oaks Lee County Antenna Data

THREE OAKS TOWN CENTER # 68914 HAND OFF SITES													
Name	Address	Manufacturer	Model	Date Installed	Flat Plate Area	Output Frequencies	Type of Modulation	Polarization of Antenna	Proposed Use of Antenna	Maximum Power Input to Antenna	Antenna Gain in Db	Range in feet of Min./Max height of Antenna above tower base	Lat. Long.
Lakeside Towers	7250 Alico Road, Estero	Scala	AP17.5_90_2	9/22/1997	2.72 ft ²	1951.25 Tx 1871.25 Rx	CDMA	Vertical	PCS	16 Watts	17.5 dBi	151.5 - 156.9	26°29'29.9 5N 81°49'51.0 0W
GTE Estero Replacement	9250 Corkscrew Road Estero	Scala	AP17.5_90_2	3/21/1998	2.72 ft ²	1951.25 Tx 1871.25 Rx	CDMA	Vertical	PCS	16 Watts	17.5 dBi	171.2 - 176.6	26°25'48.9 1N 81°48'10.0 0W

SEZ2005-00012



PERMIT COUNTER

Verizon Wireless – Three Oaks
SEZ 2005-00012

Stealth Wireless Communications Facility
Rather Than
Antenna Supporting Structure

The Lee County Land Development Regulations define, in part, an antenna supporting structure as: “a vertically projecting structure, including any foundation, designed and primarily used to support one (1) or more antennas or which constitutes an antenna itself. Antenna-supporting structures do not include stealth wireless communications facilities ...” Section 34-1442, Lee County Land Development Regulations. Therefore, by its definition, an antenna supporting structure is not the same as a stealth wireless communications facility.” The Land Development Regulations define a stealth wireless communications facility as

a wireless communications facility, ancillary appurtenance, or equipment enclosure that is not readily identifiable as such, and that is aesthetically compatible with nearby uses. A stealth facility must have, or appear to have, a separate function including, but not limited to, the following: church steeple, bell tower, spire, clock tower, cupola, light standard, flagpole with a flag, etc., and a stealth facility may be an approved secondary use of other structures concealing the stealth facility.

Id.

Although both facilities are related to wireless facilities, they are subject to different requirements under the County’s wireless facilities regulations. Antenna supporting structures are considered less desirable and they must meet stricter requirements and more extensive submittal requirements. Stealth facilities, on the other hand, are the first priority under the ordinance.

Subsection 34-1447(b)(2) of the Lee County Land Development regulations requires that before an antenna-supporting structure can be built, it must be demonstrated that all of the alternatives in a hierarchal list are not reasonably possible. The first preference in the County’s list is the stealth wireless communication facility - before collocation and before placing an antenna on an existing structure. Therefore, an antenna supporting structure cannot be approved unless it can be proven that it is not reasonable, compatible or feasible to build a stealth wireless communications facility.

There are, however, review criteria for stealth facilities that are not applicable to antenna supporting structures. Specifically, there are the requirements of subsection of 34-1447(b)(3), which provide that

- a. “No stealth facility may have antennas or ancillary equipment that are readily identifiable as wireless communications equipment.” and

- b. “Stealth facilities must be designed so they are reasonably consistent with the surrounding built or natural environment. ...”

Staff has consistently made a very conservative interpretation of these review criteria, especially the second one; basically taking the position that a stealth facility cannot be significantly different from or taller than the other uses around it. Just as consistently, the Hearing Examiners have found that a flagpole tower, such as the one proposed in this matter, even up to 149 feet in height, is a stealth wireless communications facility.

Specifically, in a decision on the most recent hearing known to Verizon Wireless, Hearing Examiner Richard Gescheidt, in his review of the Verizon Wireless – Honc site (SEZ2005-00003), acknowledged two previous decisions, stating, on page 8 of the decision:

The Hearing Examiner, however, cannot concur with Staff regarding their application of Lee County Land Development Code Section 34-1442 to the tower proposed by the Applicant. This office has, in at least two prior cases, concluded that similar or identical towers of the same height constituted a ‘stealth wireless communications facility,’ as defined in LDC Section 34-1442. [Footnote reference to SEZ 2004-00027 and SEZ 2004-00029] 1442

The Hearing Examiner went on to evaluate the staff’s objections to the application, which objections were very similar to the subject case, stating, on pages 9 and 10:

The Applicant proposed construction of a 149-foot stealth tower to resemble a ‘flagpole.’ ... The proposed tower will be 149 feet tall, with a diameter of 24 inches at the top and 36 inches at the base and will be manufactured out of steel and fiberglass. The actual antennas and all wiring will be located within the tower structure and will not be visible from the outside [of] the structure. This is substantially the same as the two towers that were the subject of the above cited cases that came before this office. Finally, it actually flies a flag. The Hearing Examiner knows of no county ordinance that specifically defines or describes a ‘flagpole.’ It must be presumed that, at the time the Board of County Commissioners implemented Section 34-144, that the Board understood that, in order for a flag pole to include antennas and wiring within it, the pole had to be wider than a flagpole without that equipment.

...

The Applicant has designed a tower that can, in fact, fly a flag. The Hearing Examiner must, therefore, conclude that it is an actual ‘flagpole,’ and not just a replication. Since no portion of the antennas, wiring or other equipment will be visible, this Hearing Examiner can only conclude that the same is not identifiable as a wireless communications facility.

The Hearing Examiner concluded, on page 10 of the decision, that:

The Applicant has sustained its burden by establishing that the subject tower is a 'stealth wireless communications facility,' as that term is defined in LDC Section 34-1442. In applying the test set forth in Section 34-1447(c)(3)(a), the Hearing Examiner finds that the antennas, and all other equipment, on the facility are not readily identifiable as wireless communications equipment. All such equipment is located within the interior of the tower body.

The decisions of the Hearing Examiners in the three other requests for a flagpole stealth wireless facility have been the same; all three requests were approved as stealth wireless communication facilities. The lines of reasoning in these other cases are similar to the decision in the Verizon Wireless – Honc application. See the attached Hearing Examiner Decisions (SEZ2004-00027, Sunshine Towers, Inc., Decision of Hearing Examiner Diana M. Parker, SEZ2004-00033, Verizon Wireless – N. Ft. Myers Utility site, Decision of Hearing Examiner Diana Parker, and SEZ 2004-00029, Verizon Wireless – Civic Center site, Decision of Hearing Examiner Diana Parker).

For these reasons and based on the arguments presented at those other hearings, it is Verizon Wireless position that the issue of whether a flagpole tower, up to at least 149 feet in height, is a stealth wireless facility has been decided and is not up for re-evaluation in this hearing. The question of whether this proposed stealth wireless communications facility is appropriate in the subject location, under the terms of the ordinance, is to be decided by the Hearing Examiner, but the question of whether the facility being reviewed qualifies as a stealth wireless communications facility has already be decided in the affirmative.

DESCRIPTION OF PARENT TRACT

(ORB 1931, PG 3677)

A TRACT OF LAND LYING IN THE SOUTHEAST QUARTER (S.E. 1/4) OF SECTION 15, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER (S.E. 1/4) OF SAID SECTION 15; THENCE RUN S.84°08'36"E. FOR 356.42 FEET; THENCE RUN S.63°23'58"E. FOR 417.26 FEET; THENCE RUN S.74°58'32"E. FOR 147.26 FEET; THENCE RUN N.80°12'17"E. FOR 202.52 FEET; THENCE EAST FOR 99.91 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE EAST FOR 928.83 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF HIGHWAY 1-75; THENCE RUN S.14°13'23"E. FOR 706.75 FEET; THENCE RUN WEST FOR 1008.33 FEET; THENCE RUN NORTHWESTERLY 281.80 FEET ALONG THE ARC OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1030.00 FEET (CHORD BEARING N.03°09'44"W., CHORD DISTANCE 280.92 FEET); THENCE RUN N.11°00'00"W. FOR 112.17 FEET TO THE POINT OF BEGINNING.

TRACT HEREIN DESCRIBED CONTAINS 15.010 ACRES.

DESCRIPTION OF PROPOSED VERIZON LEASE PARCEL

A PORTION OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1931, PAGE 3677, OF PUBLIC RECORDS OF LEE COUNTY FLORIDA AND LYING IN SECTION 15 TOWNSHIP 46 SOUTH, RANGE 25 EAST, SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS

COMMENCING AT THE SOUTHEAST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1931, PAGE 3677, SAID POINT LYING ON THE WESTERLY RIGHT-OF-WAY LINE OF INTERSTATE 75(STATE ROAD 93); PROCEED NORTH 89°59'41" WEST ALONG THE SOUTH LINE OF SAID LANDS, A DISTANCE OF 286.39 FEET; THENCE NORTH 00°09'23" WEST, A DISTANCE OF 160.20 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00°09'23" WEST, A DISTANCE OF 40.00 FEET; THENCE SOUTH 89°57'35" EAST, A DISTANCE OF 40.00 FEET; THENCE SOUTH 00°09'23" EAST, A DISTANCE OF 40.00 FEET; THENCE NORTH 89°57'35" WEST, A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,600.0 SQUARE FEET, MORE OR LESS.

SUBJECT TO ANY AND ALL EASEMENTS, RESERVATIONS, RESTRICTIONS AND RIGHTS-OF-WAY OF RECORD.

-- SEZ2005-00012

RECEIVED
MAR 24 2005

PERMIT COUNTER

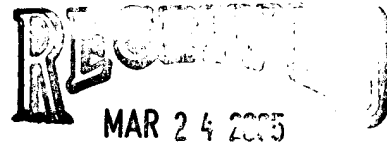
Date : 1/11/01

TO WHOM IT MAY CONCERN,

RE : FAA Type 2-C Survey

FOR : VERIZON WIRELESS
777 YAMATO ROAD, SUITE 600
BOCA RATON, FLORIDA 33431-5568

SITE : THREE OAKS TOWN CENTER, #68914
FT. MYERS
LEE COUNTY, FLORIDA



PERMIT COUNTER

SEZ2005-00012

CENTER OF LEASE PARCEL :

NAD 1927:

26° 28' 06.7" NORTH LATITUDE
81° 47' 28.5" WEST LONGITUDE

NAD 1983:

26° 28' 08.0" NORTH LATITUDE
81° 47' 27.8" WEST LONGITUDE

PER GPS OBSERVATIONS ON 10/16/00

EXISTING GROUND ELEVATION = 18 FEET N.G.V.D. 1929

2-C ACCURACY SPECIFICATIONS :

HORIZONTAL : +/- 50 FEET

VERTICAL : +/- 20 FEET



MORGAN & EKLUND, INC.
PROFESSIONAL SURVEY CONSULTANTS

8745 U.S. HIGHWAY 1 1500 S.E. 3RD COURT
P.O. BOX 1420 SUITE 203
WABASSO, FL 32970 DEERFIELD BEACH, FL 33441
PHONE: (561) 388-5364 PHONE: (954) 421-6882
FAX: (561) 388-3165 FAX: (954) 421-0451

MORGAN & EKLUND, INC.

JOHN R. MORGAN II, PLS
REGISTERED LAND SURVEYOR NO. 6520
STATE OF FLORIDA

Quad Sheet : ESTERO, FLA
Commission No.: 3866.03



United States of America
Federal Communications Commission

RADIO STATION AUTHORIZATION

Commercial Mobile Radio Services
Personal Communications Service - Broadband

PCS PRIMECO, L.P.
c/o AirTouch Communications, Inc.
1818 N Street, N.W., Suite 800
Washington, DC 20036

Call Sign: KNLF230
Market: M015
MIAMI-FORT LAUDERDALE
Channel Block: B
File Number: 00027-CW-L-95

The licensee hereof is authorized, for the period indicated, to construct and operate radio transmitting facilities in accordance with the terms and conditions hereinafter described. This authorization is subject to the provisions of the Communications Act of 1934, as amended, subsequent Acts of Congress, international treaties and agreements to which the United States is a signatory, and all pertinent rules and regulations of the Federal Communications Commission, contained in the Title 47 of the U.S. Code of Federal Regulations.

Initial Grant Date June 23, 1995
Five-year Build Out Date June 23, 2000
Expiration Date June 23, 2005

CONDITIONS :

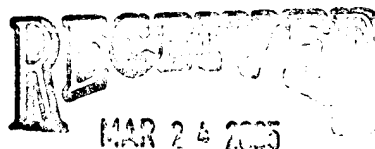
Pursuant to Section 309(a) of the Communications Act of 1934, as amended (47 U.S.C. § 309(a)), this license is subject to the following conditions: This license does not vest in the licensee any right to operate a station nor any right in the use of frequencies beyond the term thereof nor in any other manner than authorized herein. Neither this license nor the right granted thereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934, as amended (47 U.S.C. § 151, et seq.). This license is subject in terms to the right of use or control conferred by Section 706 of the Communications Act of 1934, as amended (47 U.S.C. § 606).

Conditions continued on Page 2.

SEZ2005-00012

WAIVERS :

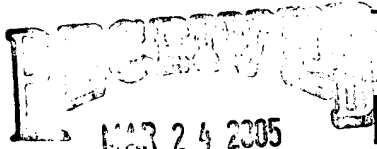
No waivers associated with this authorization.



PERMIT COUNTER

10

SEZ2005-00012



PERMIT COUNTER

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Lee County Sheriffs Office
14750 Six Mile Cypress Pkwy
Fort Myers, FL 33912

2. Article Number
(Transfer from)

7004 2890 0004 0591 7341

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *[Signature]*

- ☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

3-12

- D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Lee County Mosquito District
P.O. Box 60005
Fort Myers, FL 33906

2. Article Number
(Transfer from)

7004 2890 0004 0591 7358

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *[Signature]*

- ☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

3/14/05

- D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Lee County Port Authority
16000 Chamberlain Pkwy
Suite 5671
Fort Myers, FL 33913

2. Article Number
(Transfer from serv)

7004 2890 0001 4222 8090

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *[Signature]*

- ☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

- D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

Subject Property Information

- Tax roll information
- Deed
- Copy of executed lease agreement

SEZ2005-00012



PERMIT COUNTER

LEE COUNTY PROPERTY APPRAISER

**PROPERTY DATA FOR PARCEL 15-46-25-00-00005.102A
TAX YEAR 2004**

Parcel data is available for the following tax years:

[2001 | 2002 | 2003 | 2004]

[New Search Home | Map | Search Parcel Value | Display Building Permits | Display Parcel
[Display Tax Map | Display Tax Assessment Parcel | Tax Estimator]OWNERSHIP, LEGAL, SALES AND DISTRICT DATA ARE FROM THE CURRENT DATABASE.
LAND, BUILDING, VALUE AND EXEMPTION DATA ARE FROM THE 2004 ROLL.**PROPERTY DETAILS****OWNER OF RECORD**FREEMAN PAUL H
ETAL
ALAN C FREEMAN
19091 TAMIAMI TRL
SE
FORT MYERS FL
33908**SITE ADDRESS**18731-51 THREE
OAKS PKWY
FORT
MYERS FL 33912**LEGAL DESCRIPTION**N PART IN SE1/4 OF
NE1/4
OF SE1/4 W OF I-75 E
OF
THREE OAKS PKWY

[VIEWER] TAX MAP [PRINT]

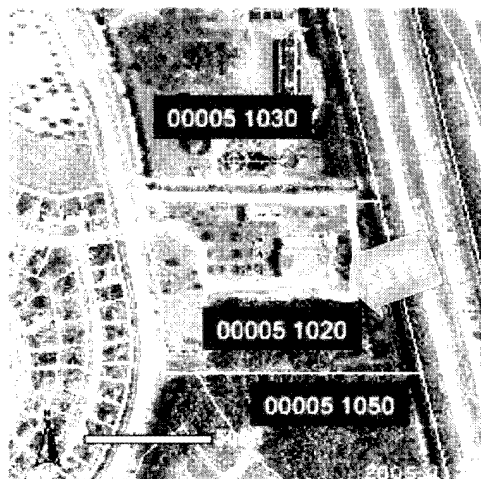
**IMAGE OF STRUCTURE**

Photo Date: March of 2004

PHOTO DATED AFTER 2004 ROLL

[PICTOMETRY]

TAXING DISTRICT

164 - SAN CARLOS FIRE

DOR CODE

14 - SUPERMARKETS

PROPERTY VALUES

[HISTORY CHART]

EXEMPTIONS

JUST

2,515,130 HOMESTEAD

ATTRIBUTES0 UNITS OF
MEASURE

SF

ASSESSED	2,515,130	AGRICULTURAL	0 NUMBER OF UNITS	228,254.40
ASSESSED SOH	2,515,130	WIDOW	0 FRONTAGE	0
TAXABLE	2,515,130	WIDOWER	0 DEPTH	0
BUILDING	1,816,940	DISABILITY	0 BEDROOMS	0
LAND	698,190	WHOLLY	0 BATHROOMS	30
BUILDING FEATURES	49,840	SOH DIFFERENCE	0 TOTAL BUILDING SQFT	51,194
LAND FEATURES	127,550		YEAR IMPROVED	1994

SALES/TRANSACTIONS

SALE PRICE	DATE	OR BOOK / PAGE	TYPE	TRANSACTION DETAILS DESCRIPTION	VACANT / IMPROVED
100	2/1/1989	2059/2905	04	Disqualified (Multiple STRAP # - 01,03,07) There are 33 additional parcel(s) with this document (may have been split after the transaction date)... <u>10-46-25-00-00001.2010,</u> <u>10-46-25-00-00001.2020,</u> <u>10-46-25-00-00001.2030,</u> <u>10-46-25-01-00001.0120,</u> <u>10-46-25-01-00001.0180,</u> <u>10-46-25-01-00001.0220,</u> <u>10-46-25-01-00001.0230,</u> <u>10-46-25-01-00001.0240,</u> <u>10-46-25-01-00001.0260,</u> <u>10-46-25-01-00001.0270,</u> <u>10-46-25-01-00001.0280,</u> <u>10-46-25-01-00001.0290...</u> <i>Remaining parcels not listed.</i>	V
100	7/1/1987	1931/3673	01	Disqualified (Doc Stamp .70 / SP less th \$100 / Other DisQ) There are 1 additional parcel(s) with this document (may have been split after the transaction date)... <u>15-46-25-00-00005.1020</u>	V

PARCEL RENUMBERING HISTORY

PRIOR STRAP	RENUMBER REASON	RENUMBER DATE
15-46-25-00-00005.1020	Split (From another Parcel)	Unspecified

SOLID WASTE (GARBAGE) ROLL DATA

SOLID WASTE DISTRICT	ROLL TYPE	CATEGORY UNIT/AREA	TAX
----------------------	-----------	--------------------	-----

					AMOUNT
002 - Service Area 2 - South Fort Myers Area	C - Commercial Category	C	36,971	1,156.98	

ELEVATION INFORMATION

STORM SURGE CATEGORY	FLOOD INSURANCE (<u>FIRM FAQ</u>)				
	RATE CODE	COMMUNITY	PANEL	VERSION	DATE
Category 4	B	125124	0475	B	

[\[Show \]](#)

APPRAISAL DETAILS

TRIM (*proposed tax*) Notices are available for the following tax years:

[[1997](#) | [1998](#) | [1999](#) | [2000](#) | [2001](#) | [2002](#) | [2003](#) | [2004](#)]

[[Next Lower Parcel Number](#) | [Next Higher Parcel Number](#)]

[[New Query](#) | [New Browse](#) | [Parcel Queries Page](#) | [Lee PA Home](#)]

This site is best viewed with [Microsoft Internet Explorer 5.5+](#) or [Netscape Navigator 6.0+](#).
Page was last modified on Wednesday, January 12, 2005 12:48:49 PM.

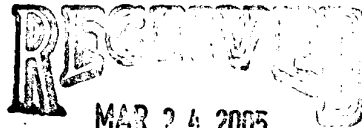
QUITCLAIM DEED

BARCO FORM 9

SEZ2005-00012

3275619

OR2332 PC2706



PERMIT COUNTER

This instrument Prepared by
John H. Evans, Esquire
EVANS, JONES & ABBOTT
750 Country Club Drive
Titusville, Florida 32780
Property Appraisers Permit Identification Number(s):
Oranstead S.S. #101:

THIS QUIT-CLAIM DEED. Executed this 22nd day of September, A.D. 1992, by
PAUL H. FREEMAN, INDIVIDUALLY AND AS TRUSTEE
first party, to
PAUL H. FREEMAN, INDIVIDUALLY
whose post office address is 17091 TAMAMI TRAIL 33, FT MYER, FL 33708.

second party:

Witnesseth, That the said first party, for and in consideration of the sum of \$ 10.00
in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby release, release and
quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first
party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of
Lee State of Florida to-wit:

SEE EXHIBIT "A" ATTACHED HERETO

THIS IS VACANT LAND AND NOT THE HOMESTEAD OF THE GRANTOR HEREIN.
THIS DEED IS BEING RECORDED TO REFLECT THAT PAUL H. FREEMAN'S
INTEREST IN THE PROPERTY DESCRIBED HEREIN IS OWNED IN HIS
INDIVIDUAL CAPACITY AND NOT AS A TRUSTEE.

To Have and to Hold The same together with all and singular the appurtenances thereto belonging
or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said
first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.

In Witness Whereof, The said first party has signed and sealed their presents the day and year first
above written.

Signed, sealed and delivered in the presence of:

[Signature]
Witness Signature (to be first witness)

[Signature]
Witness Signature (to be first witness)

[Signature]
Witness Signature (to be first witness)

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Witness Signature (to be first witness)

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Witness Signature (to be first witness)

[Signature]
PAUL H. FREEMAN, INDIVIDUALLY AND AS
TRUSTEE

PAUL H. FREEMAN, INDIVIDUALLY AND AS
TRUSTEE

PAUL H. FREEMAN, INDIVIDUALLY AND AS
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PAUL H. FREEMAN, INDIVIDUALLY AND AS
TRUSTEE

NOTARY PUBLIC
COUNTY OF Dade
PAUL H. FREEMAN, INDIVIDUALLY AND AS TRUSTEE,

I hereby certify that on this day, before me, an officer duly authorized
to administer oaths and take acknowledgments, personally appeared
the person described in and who executed the foregoing instrument, who acknowledged before me that
he represented the same, that I put upon the following form of identification of the above-named person, to-wit:

and that an oath (was/was not) taken
Witness my hand and official seal in the County and State last above said this
23 day of September, A.D. 1992

[Signature]
RICHARD J. MANAY
Notary Public

67093 A4671900

**LEGAL DESCRIPTION
ENTIRE PARCEL**

A PARCEL OF LAND LYING IN THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 15 TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER (SE 1/4) OF SAID SECTION 15; THENCE S84°08'37"E (BASIS OF BEARING BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE) FOR 356.42 FEET; THENCE S63°23'59"E FOR 417.26 FEET; THENCE S74°58'33"E FOR 147.28 FEET; THENCE N80°12'18"E FOR 202.52 FEET; THENCE EAST FOR 99.88 FEET TO THE EAST RIGHT-OF-WAY LINE OF THREE OAKS PARKWAY (50 FEET FROM CENTERLINE) AND THE POINT OF BEGINNING; THENCE CONTINUE EAST LEAVING SAID EAST LINE FOR 828.27 FEET TO THE WEST RIGHT-OF-WAY LINE OF INTERSTATE 75; THENCE S14°13'18"E ALONG SAID WEST LINE FOR 708.78 FEET; THENCE WEST LEAVING SAID WEST LINE FOR 1007.89 FEET TO A NON-TANGENT POINT OF CURVATURE ON THE AFORESAID EAST RIGHT-OF-WAY LINE OF THREE OAKS PARKWAY; THENCE NORTHERLY ALONG SAID EAST LINE FOR 281.80 FEET ALONG THE ARC OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 1030.00 FEET (INTERIOR ANGLE = 18°40'23", CHORD BEARING AND DISTANCE = N03°03'03"W, 280.92 FEET) TO A POINT OF TANGENCY; THENCE N10°58'18"W FOR 412.18 FEET TO THE POINT OF BEGINNING. CONTAINING 15.00 ACRES, MORE OR LESS.

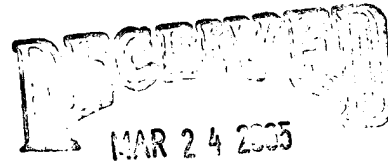
0R2332 PG2707

EXHIBIT "A"

SEZ2005-00012

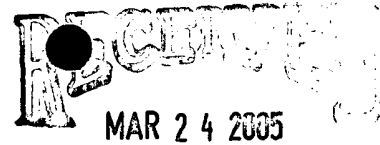
JASON

2 PAGES



PERMIT COUNTER

CHARLIE GREEN LLC CIVIL
9200T-8 PM12:16



LEASE AGREEMENT

PERMIT COUNTER

SITE: 68914

THIS LEASE AGREEMENT ("Lease"), is made as of this 15th day of January, 2005, by and between PAUL H. FREEMAN ("Owner"), and PRIMECO PERSONAL COMMUNICATIONS, LIMITED PARTNERSHIP, dba VERIZON WIRELESS, a Delaware limited partnership ("Verizon Wireless").

In consideration of the premises and of the mutual obligations and agreements in this Lease, the parties agree as follows:

1. **OWNER'S PROPERTY.** Owner represents and warrants that Owner is the title holder of that certain real property and the improvements thereon commonly known as Three Oaks Town Center at 18801 Three Oaks Parkway, Fort Myers, County of Lee State of Florida ("Owner's Property") described on the attached Exhibit "A". The parties agree that the legal description of Owner's Property may be attached by Verizon Wireless as part of Exhibit "A" after execution of this Lease.

2. **LEASE OF PORTION OF OWNER'S PROPERTY; EASEMENTS ACROSS OWNER'S PROPERTY.** Owner hereby leases and demises to Verizon Wireless a portion of Owner's Property as follows:

Existing Structure

- ☐ Building exterior space for attachment of antennas
- ☐ Building exterior space for equipment of approximately square feet
- ☐ Building interior space for placement of equipment of approximately square feet
- ☐ Tower antenna space from feet above ground level to feet above ground level
- ☐ Space required for cable runs to connect equipment and antennas

Raw Land

- X Real property comprised of approximately 1,600 square feet (40' x 40') of land for ground equipment and flagpole tower (monopole with flag)

in the locations shown on Exhibit "B", and Owner grants and conveys to Verizon Wireless nonexclusive easements across the Owner's Property in which the access easement may be moved from time to time by the Owner, provided that Verizon Wireless shall always have an ingress and egress to the flagpole tower and the equipment and including, without limitation, the improvements thereon for (i) unrestricted independent direct access to the tower and its equipment to provide Verizon Wireless with unrestricted rights of entry seven (7) days a week, and (ii) installation, location, operation and maintenance of cable runs and utilities including, without limitation, telephone and electric utilities (the portion of Owner's Property leased to Verizon Wireless and the access, cable run and utility easements being collectively referred to herein as the "Leased Property"). Owner and Verizon Wireless agree that the

Leased Property including, without limitation, the access, cable run and utility easements, may be surveyed by a licensed surveyor and/or shown on construction drawings prepared by a licensed engineer, at Verizon Wireless' expense. Such survey and/or construction drawings shall then replace Exhibit "B" and become a part hereof and shall control the description of the Leased Property if a discrepancy exists between the description contained in this Paragraph 2 and the survey and/or construction drawings. If any employee and/or contractor hired by Verizon Wireless damages the grass area or landscaping then Verizon Wireless will restore such areas to its prior condition.

3. **USE OF THE LEASED PROPERTY.** Verizon Wireless and its sublessees and/or licensees may use the Leased Property for any lawful purpose including, without limitation, the installation, removal, securing, repair, replacement, maintenance and operation of communications facilities which may include personal communications service, cellular, paging, radio, cable, and other communications facilities comprised of, without limitation, antenna arrays, dishes, cables, wires, equipment shelters, buildings, electronics equipment, generators, fencing, utility transformers and lines, cable runs, grounding systems, accessories and, if the Leased Property contains unimproved real property, communications towers, all as may be modified, added to or substituted from time to time. Further, during the Feasibility Period, as hereinafter defined, and throughout the Lease term, as may be extended, Verizon Wireless and its sublessees and/or licensees shall have the right to conduct Feasibility Tests on the Leased Property and Owner's Property.

4. **FEASIBILITY PERIOD.** From the date that this Lease has been executed by both Owner and Verizon Wireless ("Execution Date") until the date that is earlier of (i) One Hundred Twenty (120) days after the Execution Date or (ii) the date that Verizon Wireless commences installation of Verizon Wireless's communication facilities on the Leased Property ("Commencement Date") (such period from the Execution Date to the Commencement Date being referred to herein as the "Feasibility Period"), Verizon Wireless, its agents and contractors shall have the right to enter upon the Owner's Property to conduct tests and studies (collectively, "Feasibility Tests"), at Verizon Wireless's expense, to determine the suitability of the Leased Property for Verizon Wireless's communication facilities and intended use. The Feasibility Tests may include, without limitation, surveys, soils tests, environmental assessments and radio wave propagation measurements. In consideration of Owner granting Verizon Wireless the right to conduct Feasibility Tests during the Feasibility Period, Verizon Wireless agrees to pay Owner the sum of One Thousand Five Hundred Dollars (\$1500.00) within thirty (30) days of the Execution Date. If Verizon Wireless determines, in Verizon Wireless's sole and absolute discretion, that the Leased Property is not suitable for Verizon Wireless's communications facilities or intended use after conducting any of such Feasibility Tests, Verizon Wireless shall have the right to terminate this Lease in accordance with the provisions of Paragraph 8. During the Feasibility Period, the provisions of this Lease shall be in effect except that the lease term and obligation to pay rent shall not have commenced. The Execution Date shall be no later than



5. **TERM; AND EXTENSIONS.**

A. Initial Term. This Lease shall be for an initial term of five (5) years or Sixty (60) months beginning on the Commencement Date.

B. Extensions. Verizon Wireless shall have the right to extend the term of this Lease on the same terms and conditions (other than the annual rent which shall escalate in accordance with the provisions of Paragraph 6) for four (4) additional, successive five (5) year extension periods after the initial term expires. This Lease shall automatically be extended for the next successive extension period at the end of the then-current term unless Verizon Wireless gives Owner written notice of Verizon Wireless's intention not to extend this Lease before the end of the then-current term.

C. Continuation After Expiration of Extension Periods. If this Lease is in effect immediately prior to the expiration of the last extension period provided for herein, this Lease shall continue in effect upon the same terms and conditions (other than annual rent which shall escalate in accordance with the provisions of Paragraph 6) for a further period of one (1) year, and for additional one (1) year periods thereafter, until and unless terminated by either party by giving the other party at least ninety (90) days prior written notice of its intention to so terminate.

6. **RENT.** Rent shall be paid annually in advance beginning on the Commencement Date and on each anniversary thereof to Owner at the address set forth for notices in Paragraph 23 or to such other address as Owner may advise Verizon Wireless, in writing, pursuant to the notice provisions of Paragraph 23 at least sixty (60) days prior to any rent payment date. The annual rent shall be Sixteen Thousand and 00/100 Dollars (\$16,000), initial term paid annually in advance, partial years prorated. Within thirty (30) days of the date that Verizon Wireless commences installation of Verizon Wireless's communications facilities on the Leased Property, Verizon Wireless shall notify Owner, in writing, of the date Verizon Wireless commenced such installation. The annual rent shall be increased by Three percent (3%) per annum during the initial terms and all years during any renewal period. If, after the expiration of all extension periods provided in Paragraph 5.B., this Lease continues in effect pursuant to the provisions of Paragraph 5.C., the annual rent shall be an amount equal to the annual rent in effect for the immediately preceding one (1) year period, increased by three percent (3%). If this Lease is terminated for any reason other than as a result of an event of default by Verizon Wireless, Owner, within thirty (30) days of the date of termination, shall reimburse to Verizon Wireless any prepaid rent for the unused portion of the Lease term.

7. **APPROVALS; UTILITIES.** Verizon Wireless, at Verizon Wireless' expense, shall be responsible for (i) obtaining all licenses, certificates, permits and other approvals required by any federal, state or local governmental or quasi-governmental authority or landowner for Verizon Wireless's and its sublessees' and/or licensees' use of the Leased Property and/or operation of their respective communications facilities thereon (collectively, "Approvals") and (ii) installing new utilities or upgrading existing utilities on the Leased Property and across the Owner's Property and paying for all utilities consumed by Verizon Wireless and its sublessees and/or licensees at the Leased Property. Verizon Wireless and its sublessees and/or licensees shall either separately meter or sub-meter all utilities consumed by Verizon Wireless and its sublessees and/or licensees. Owner agrees to cooperate with

Verizon Wireless and its sublessees and/or licensees in obtaining and/or maintaining, at no expense to Owner, such Approvals, utility services and easements required for Verizon Wireless's and its sublessees' and/or licensees' proposed use of the Leased Property and/or operation of their respective communications facilities therein, including, without limitation, the execution of all documents required for such Approvals, utility services and easements. Verizon Wireless shall be responsible for all costs and fees associated with plan revisions, approvals and all site modifications to the existing underground infra structure, utilities and other existing improvements during the installation of the proposed tower, its accessories and equipment. Verizon Wireless must provide fencing with green slats and landscaping to make the site aesthetically pleasing and acceptable to Owner. The landscaping and fence type and height shall meet all required Lee County Code and shall be subject to approval by the Owner, which approval shall not to be unreasonably denied or withheld.

8. **TERMINATION.** Verizon Wireless shall have the right to terminate this Lease at any time without further liability hereunder if Verizon Wireless determines, in Verizon Wireless's sole and absolute discretion, that any one (1) or more of the following is occurring or has occurred:

A. Approvals and/or Easements Not Obtainable. All Approvals and/or easements for Verizon Wireless's intended use of, or operation or construction of its communications facilities on, the Leased Property cannot be obtained; or

B. Approvals and/or Easements Cancelled. Any Approval and/or easement for Verizon Wireless's intended use of, or operation or construction of its communications facilities on, the Leased Property is canceled, withdrawn, terminated or denied or expires or lapses; or

C. Re-allocation of Frequencies. The Federal Communications Commission changes or re-allocates the frequencies at which Verizon Wireless may operate its communications facilities which renders Verizon Wireless's operation of its communications facilities on the Leased Property obsolete; or

D. Operations Unprofitable. Verizon Wireless's operation of its communications facilities on the Leased Property become unprofitable to Verizon Wireless; or

E. Ownership; Authority. Owner does not have legal or sufficient ownership of the Leased Property or the authority to enter into this Lease; or

F. Hazardous Materials. The Owner's Property contains a Hazardous Material, as defined in Paragraph 14; or

G. Title. The status of the title to the Leased Property is unacceptable; or

H. Nondisturbance Agreement. Verizon Wireless is unable to obtain a nondisturbance agreement pursuant to Paragraph 24.H. within thirty (30) days of Verizon Wireless's initial request for any such nondisturbance agreement; or

I. Feasibility. Based on the results of any Feasibility Tests, whether conducted prior to or after the commencement of the term of this Lease, the Leased Property is not

suitable for Verizon Wireless's intended use or the operation or construction of its communications facilities; or

J. Technological Reasons. Verizon Wireless no longer desires to operate its communications facilities on the Leased Property for technological reasons including, without limitation, changes in equipment and system design or usage patterns or obsolescence.

Verizon Wireless may terminate this Lease by giving Owner written notice thereof in accordance with the provisions of Paragraph 23. If Verizon Wireless elects to terminate this Lease pursuant to this Paragraph 8, this Lease shall terminate as of the date set forth in the notice of termination sent by Verizon Wireless to Owner. Owner shall reimburse to Verizon Wireless any prepaid rent pursuant to the provisions of Paragraph 6, within Sixty (60) days and all rights and obligations of Owner and Verizon Wireless arising after the date of termination shall terminate. Also if Verizon Wireless terminates this lease due to subparagraphs 8.D and J only Verizon Wireless will pay Owner the equivalent of one years rent.

9. ASSIGNMENT; SUBLEASE; LICENSE. Verizon Wireless shall have the right to (i) assign this Lease and/or (ii) sublease and/or license all or any portion of the Leased Property, its communications facilities, and/or any improvements on the Leased Property provided that such assignment, sublease or license is subject to the other provisions of this lease, including the payment of percentage rent as described in Paragraph 24S of this Lease.

10. INDEMNIFICATION AND INSURANCE

A. Indemnification by Verizon Wireless. Subject to Paragraph 10.E., Verizon Wireless hereby agrees to indemnify and hold Owner and Owner's partners, affiliates, agents and employees harmless from and against any and all liabilities, claims, demands, actions, losses, damages, orders, penalties, costs and/or expenses including, without limitation, reasonable attorneys fees and costs resulting from (i) personal injury or property damage arising out of the acts or omissions of Verizon Wireless, its agents and/or employees on the Leased Property, excepting however, such liabilities, claims, demands, actions, losses, damages, orders, penalties, costs and/or expenses as may be due to or caused solely by the acts or omissions of Owner, its employees or agents; and/or (ii) Verizon Wireless's breach of any covenants or provisions of this Lease to be observed or performed by Verizon Wireless and failure to cure such breach after the expiration of all applicable cure periods.

B. Indemnification by Owner. Subject to Paragraph 10.E., Owner hereby agrees to indemnify and hold Verizon Wireless and Verizon Wireless's partners, affiliates, agents and employees harmless from and against any and all liabilities, claims, demands, actions, losses, damages, orders, penalties, costs and/or expenses, including, without limitation, reasonable attorneys fees and costs resulting from (i) personal injury or property damage arising out of the acts or omissions of Owner, its agents and/or employees on the Owner's Property, excepting, however, such liabilities, claims, demands, actions, losses, damages, orders, penalties, costs and/or expenses as may be due to or caused solely by the acts or omissions of Verizon Wireless, its employees or agents; and/or (ii) Owner's breach of any covenants or provisions of this Lease to be observed or performed by Owner and failure to cure such breach after the expiration of all applicable cure periods.

C. Verizon Wireless's Insurance. Verizon Wireless shall carry comprehensive general liability insurance with limits of liability thereunder of not less than \$1 million combined single limit for bodily injury and/or property damage together with an endorsement for contractual liability. Such insurance shall name Owner as an additional insured with respect to the Leased Property, shall be issued by an insurance company authorized to do business in the state in which the Leased Property is located and shall provide thirty (30) days prior written notice to Owner of any cancellation of such policy. On or before the Commencement Date, Verizon Wireless shall deliver to Owner a certificate evidencing that such insurance is in effect, and, thereafter, Verizon Wireless shall deliver to Owner a renewal certificate evidencing that such insurance is in effect within ten (10) business days of Owner's request for such certificate. Any insurance required to be provided by Verizon Wireless under this Paragraph 10.C. may be provided by a blanket insurance policy covering the Leased Property and other properties of Verizon Wireless, provided such blanket insurance policy complies with all of the other requirements of this Lease with respect to the type and amount of insurance required. Verizon Wireless may also fulfill its requirements under this Paragraph 10.C. through a program of self-insurance. If Verizon Wireless elects to self-insure, Verizon Wireless shall furnish Owner with a letter stating that a self-insurance program is in effect that provides for the same, or greater, coverage than required of Verizon Wireless herein.

D. Owner's Insurance. Owner shall carry comprehensive general liability insurance with limits of liability thereunder of not less than \$100,000 / \$300,000 for bodily injury and/or property damage. Such liability insurance shall name Verizon Wireless as an additional insured with respect to the Owner's Property. In addition, Owner shall carry "all-risk" hazard insurance on the improvements leased to Verizon Wireless as part of the Leased Property, with standard coverage in an amount at least equal to the greater of the amount required by any mortgagee holding a lien on such improvements or the replacement cost of such improvements. All insurance required to be carried by Owner hereunder shall be issued by an insurance company authorized to do business in the state in which the Leased Property is located and shall provide thirty (30) days prior written notice to Verizon Wireless of any cancellation of any policy. On or before the Commencement Date, Owner shall deliver to Verizon Wireless certificates evidencing that such insurance is in effect, and, thereafter, Owner shall deliver to Verizon Wireless renewal certificates evidencing that such insurance is in effect within ten (10) business days of Verizon Wireless's request for such certificates.

E. Waiver of Subrogation. Each hazard insurance policy carried by or on behalf of Owner insuring the improvements comprising a portion of the Leased Property or located on Owner's Property and each hazard insurance policy carried by or on behalf of Verizon Wireless insuring Verizon Wireless's communications facilities located on the Leased Property shall provided standard extended coverage including, without limitation, coverage against losses by fire. Each such policy shall be written to provide that the insurance company waives all rights of recovery by way of subrogation that it may have against Owner or Verizon Wireless in connection with any property loss or damage covered by such policy. Each party further agrees and hereby releases the other party with respect to any claim (excluding a claim for negligence) which such party may have against the other party for loss, damage or destruction of, or liability for damages to, the property of the other occurring during the term of this Lease, as may be extended, and normally covered under a fire insurance policy with extended

coverage. Notwithstanding anything contained in this Lease to the contrary, the provisions of this Paragraph 10.E. shall control.

11. EVENT OF DEFAULT BY VERIZON WIRELESS.

A. Event of Default. The occurrence of any one (1) or more of the following events shall constitute an "Event of Default" hereunder by Verizon Wireless:

(i) The failure by Verizon Wireless to make any payment of rent or any other payment required to be made by Verizon Wireless hereunder, as and when due, where such failure continues for a period of thirty (30) days after written notice thereof is given by Owner to Verizon Wireless.

(ii) The failure by Verizon Wireless to observe or perform any of the covenants or provisions of this Lease to be observed or performed by Verizon Wireless, other than as specified in Paragraph 11.A.(i), where such failure continues for a period of thirty (30) days after written notice thereof is given by Owner to Verizon Wireless; provided, however, that it shall not be an Event of Default by Verizon Wireless if Verizon Wireless commences to cure such failure within such thirty (30) day period and thereafter diligently prosecutes such cure to completion.

(iii) A voluntary or involuntary petition in bankruptcy is filed by or against Verizon Wireless, or Verizon Wireless becomes insolvent (meaning, unable to pay its debts as they become due), or Verizon Wireless makes a transfer or conveyance in constructive or actual fraud of creditors or makes a general arrangement or general assignment for the benefit of creditors.

B. Remedies Upon Event of Default. If an Event of Default by Verizon Wireless occurs, in addition to any other remedies available to Owner at law or in equity, Owner shall have the right to terminate this Lease and all rights of Verizon Wireless hereunder by giving Verizon Wireless written notice thereof. If Owner elects to terminate this Lease pursuant to this Paragraph 11.B., Owner shall have the right to retain any prepaid rent pursuant to the provisions of Paragraph 6. However, if an Event of Default by Verizon Wireless occurs, Owner shall not have the right, prior to the termination of this Lease by a court of competent jurisdiction, to re-enter the Leased Property and/or remove persons or property from the Leased Property.

12. EVENT OF DEFAULT BY OWNER.

A. Event of Default. The occurrence of any one (1) or more of the following events shall constitute an "Event of Default" hereunder by Owner:

(i) The failure by Owner to make any payment required to be made by Owner hereunder, as and when due, where such failure continues for a period of thirty (30) days after written notice thereof is given by Verizon Wireless to Owner.

(ii) The failure by Owner to eliminate or cause the elimination of any interference within the ten (10) day time period provided in Paragraph 19.B.

(iii) The failure by Owner to observe or perform any of the covenants or provisions of this Lease to be observed or performed by Owner, other than as specified in Paragraphs 12.A.(i) or 12.A.(ii), where such failure continues for a

period of thirty (30) days after written notice thereof is given to Owner; provided, however, that it shall not be an Event of Default by Owner if Owner commences to cure such failure within such thirty (30) day period and thereafter diligently prosecutes such cure to completion.

(iv) If Owner defaults or an event of default occurs under any mortgage, deed of trust, any lease under which Owner holds title to any portion of Owner's Property, or any other similar encumbrance and such default or event of default affects Verizon Wireless's and/or its sublessees' and/or licensees' use of the Leased Property or the operation of Verizon Wireless's and/or its sublessees' and/or licensees' communications facilities on the Leased Property.

(v) A voluntary or involuntary petition in bankruptcy is filed by or against Owner, or Owner becomes insolvent (meaning, unable to pay his, her or its debts as they become due), or Owner makes a transfer or conveyance in constructive or actual fraud of creditors or makes a general arrangement or general assignment for the benefit of creditors.

B. Remedies Upon Default. If an Event of Default by Owner occurs, in addition to any other remedies available to Verizon Wireless at law or in equity, Verizon Wireless shall have (i) the right to terminate this Lease and all rights of Owner hereunder by giving Owner written notice thereof and/or (ii) the right, but not the obligation, to cure such default and offset against any rent or any other amounts payable by Verizon Wireless to Owner pursuant to this Lease, or require Owner to reimburse to Verizon Wireless within ten (10) days of Verizon Wireless giving Owner written notice thereof, the costs of curing such default plus interest thereon at ten percent (10%) per annum from the date such costs are incurred until the date of reimbursement or offset. If Verizon Wireless seeks a claim for damages against Owner, the damages shall be limited to actual damages and not consequential damages or lost profits. If Verizon Wireless elects to terminate this Lease pursuant to this Paragraph 12.B., Owner shall reimburse to Verizon Wireless any prepaid rent pursuant to the provisions of Paragraph 6.

13. SALE OR TRANSFER BY OWNER. Should Owner, at any time during the term of this Lease, as may be extended, sell, lease, transfer or otherwise convey all or any portion of Owner's Property to any transferee other than Verizon Wireless, such sale, lease, transfer or other conveyance shall be subject to this Lease and all of Verizon Wireless's rights hereunder.

14. HAZARDOUS SUBSTANCES. Owner represents and warrants to the best of Owner's knowledge that (i) no portion of the Leased Property constitutes protected wetland or any similar environmentally critical area, (ii) no Hazardous Substances are located in, upon or under the Site and (iii) no petroleum products are now or (to the best of Owner's knowledge) have in the past been stored (whether in tanks or otherwise) on or under the Leased Property or on other lands owned by Owner and immediately next to the Leased Property. For purpose of this provision, "Hazardous Substances" includes any substance identified as hazardous, toxic, or dangerous in any applicable federal, state, or local law or regulation. Owner and Verizon Wireless each represent and covenant to the other that neither will cause contamination of the Leased Property by any Hazardous Substances brought in or upon the Leased Property or on adjacent lands. Each party to this agreement agrees to indemnify and hold the other harmless from any cost, liability or expense (including

without limitation, cost of cleanup or fines, reasonable attorney fees, and court or administrative proceedings) incurred by the other on account of contamination of the Leased Property by any Hazardous Substance.

15. CONDEMNATION.

A. Entire Condemnation. In the event the whole of Owner's Property, including, without limitation, the Leased Property, shall be taken or condemned, either permanently or for a period of more than thirty (30) days, for public purposes, or sold to a condemning authority under threat of condemnation to prevent taking, this Lease shall automatically terminate as of the day of the taking, condemnation or sale.

B. Partial Condemnation. In the event any portion of the Leased Property shall be taken or condemned, either permanently or for a period of more than thirty (30) days, for public purposes, or sold to a condemning authority under threat of condemnation to prevent taking, Owner agrees that Verizon Wireless may use and/or construct upon an alternate portion of Owner's Property which is equally suitable for Verizon Wireless's purposes, provided such alternate portion is available and does not interfere with the other uses of the property. The location of the alternate portion of Owner's Property to which Verizon Wireless may relocate shall be determined by Owner and may be upon any portion of Owner's Property (or other property owned or controlled by Owner), provided that such alternate portion of Owner's Property is equally suitable for Verizon Wireless's intended uses, as determined in Verizon Wireless's sole and absolute discretion. Owner shall designate an alternate portion of Owner's Property to which Verizon Wireless may relocate prior to the taking, condemnation or sale. If an alternate portion of Owner's Property is available and such alternate portion of Owner's Property is acceptable to Verizon Wireless, in Verizon Wireless's sole and absolute discretion, Owner and Verizon Wireless shall enter into an amendment to this Lease designating such alternate portion of Owner's Property as the Leased Property. In the event no alternate portion of the Owner's Property is equally suitable for Verizon Wireless's intended uses, this Lease shall automatically terminate as of the day of the taking, condemnation or sale.

C. Condemnation Award. Owner shall receive the entire condemnation award for the land and such other improvements as are owned by Owner, and Verizon Wireless hereby expressly assigns to OWNER any and all right, title and interest of Verizon Wireless now or hereafter arising in and to any such award. Verizon Wireless shall have the right to recover from such authority, but not from Owner, any compensation as may be awarded to Verizon Wireless on account of Verizon Wireless's leasehold interest, moving and relocation expenses, interruption of business and depreciation to and removal of the personal property and fixtures of Verizon Wireless.

D. Rebate of Rent. If this Lease is terminated pursuant to the provisions of Paragraphs 15.A. or 15.B., Owner shall reimburse to Verizon Wireless any prepaid rent pursuant to the provisions of Paragraph 6 and all rights and obligations of Owner and Verizon Wireless arising after the date of termination shall terminate.

16. FIRE OR OTHER CASUALTY.

A. Owner's Obligation to Repair, Restore and/or Reconstruct. If any building, tower, structure or other improvement

leased to Verizon Wireless as part of the Leased Property, or any access thereto, is damaged or destroyed by a casualty covered by the insurance required to be carried by Owner hereunder, Owner, at Owner's expense, shall promptly commence and diligently prosecute to completion appropriate repairs, restoration and/or reconstruction and this Lease shall continue in full force and effect. Notwithstanding the preceding sentence, if any building, tower, structure or other improvement leased to Verizon Wireless as part of the Leased Property, or any access thereto, is damaged to the extent of more than one half (1/2) of its replacement cost or to any substantial extent by a casualty not covered by Owner's insurance, Owner, within ten (10) days after the casualty, shall deliver written notice to Verizon Wireless of Owner's election (i) not to repair, restore and/or reconstruct such improvements or any access thereto but to designate an alternate portion of Owner's Property on which Verizon Wireless may relocate in accordance with Paragraph 16.B. or (ii) to repair, restore and/or reconstruct such improvements or any access thereto. If, as a result of any such casualty, the Leased Property becomes totally or partially unusable by Verizon Wireless, rent shall abate during the period of repair, restoration and/or reconstruction in the same proportion to the total rent as the portion of the Leased Property rendered unusable bears to the entire Leased Property.

B. Alternate Site. Owner agrees that during any period of repair, restoration and/or reconstruction or for the balance of the term of this Lease, as may be extended, if Owner elects not to repair, restore and/or reconstruct such improvements or any access thereto, Verizon Wireless may use and/or construct upon an alternate portion of Owner's Property which is equally suitable for Verizon Wireless's purposes, provided such alternate portion is available and does not interfere with the other uses of the property. The exact portion of Owner's Property to which Verizon Wireless may relocate shall be determined by Owner and may be upon any portion of Owner's Property (or other property owned or controlled by Owner), provided that such alternate portion of Owner's Property is equally suitable for Verizon Wireless's intended uses as determined by Verizon Wireless in Verizon Wireless's sole and absolute discretion. Owner shall designate a temporary, alternate portion of Owner's Property to which Verizon Wireless may relocate within twenty-four (24) hours of the casualty and will designate a permanent portion of Owner's Property to which Verizon Wireless may relocate in any notice to Verizon Wireless that Owner does not intend to repair, restore and/or reconstruct such improvements, or any access thereto. If an alternate portion of Owner's Property is available and such alternate portion of Owner's Property is acceptable to Verizon Wireless, in Verizon Wireless's sole and absolute discretion, Owner and Verizon Wireless shall enter into an amendment to this Lease designating such alternate portion of Owner's Property as the Leased Property (i) until the repairs, restoration and/or reconstruction is complete or (ii) permanently if Owner does not intend to repair, restore and/or reconstruct such improvements or any access thereto.

C. Verizon Wireless's Right to Terminate. Verizon Wireless may terminate this Lease by giving Owner written notice of termination if: (i) Owner undertakes the repair, restoration and/or reconstruction of such improvements or of any access thereto but fails to complete such repair, restoration, and/or reconstruction within forty-five (45) days after the casualty; (ii) Owner notifies Verizon Wireless of Owner's intention not to repair, restore and/or reconstruct the Tower; (iii) Owner fails to deliver to Verizon Wireless the written notice required under Paragraph 16.A. within ten (10) days after the casualty; or (iv) Verizon Wireless does not approve any alternate portion of Owner's Property. If Verizon

Wireless elects to terminate this Lease pursuant to this Paragraph 16.C., Owner shall reimburse to Verizon Wireless any prepaid rent pursuant to the provisions of Paragraph 6 and all rights and obligations of Owner and Verizon Wireless arising after the date of termination shall terminate.

17. LIENS.

A. Mechanics' Liens. Verizon Wireless shall keep the Leased Property free from any liens arising out of any work performed, materials furnished, or obligations incurred by or for Verizon Wireless. Verizon Wireless shall, within twenty (20) days of Verizon Wireless's receipt of written notice of the imposition of any such lien, (i) cause the same to be released of record by payment or (ii) deliver to Owner a bond in the amount of one hundred ten percent (110%) of the amount of the lien. Upon delivery of the bond to Owner, Verizon Wireless may contest the validity of the lien. Once the lien is released of record, any bond provided by Verizon Wireless to Owner shall be released and returned to Verizon Wireless. No work which Owner permits Verizon Wireless to perform on the Leased Property shall be deemed to be for the use or benefit of OWNER so that no mechanics or other lien shall be allowed against the estate of OWNER by reason of its consent to such work. OWNER shall have the right to post notices that it is not responsible for payment for any such work.

B. Landlord's Lien. Owner disclaims and waives any now existing or hereafter arising landlord's lien or other statutory or non-statutory lien or security interest in Verizon Wireless's and/or its sublessees' and/or licensees' communications facilities, equipment, improvements, fixtures and other property.

18. TAXES; MAINTENANCE.

A. Taxes. Verizon Wireless shall be responsible for paying all personal property taxes assessed directly upon Verizon Wireless's communications facilities located on the Leased Property. Owner shall be responsible for paying all personal property taxes assessed directly upon any improvements owned by Owner and located on the Owner's Property. Owner also shall be responsible for paying all real property taxes assessed directly upon the Owner's Property including, without limitation, the Leased Property; provided, however, if any portion of Verizon Wireless's communications facilities is assessed as real property rather than as personal property, Verizon Wireless shall be responsible for paying to Owner, within thirty (30) days of Verizon Wireless's receipt of written notice thereof, the portion of the real estate taxes attributable to Verizon Wireless's communications facilities and Owner shall pay such taxes to the appropriate governmental authorities upon receipt of such funds from Verizon Wireless. [Verizon Wireless shall pay to Owner, all sales taxes levied against the annual rent paid by Verizon Wireless to Owner, and Owner shall pay such sales taxes to, and file all required forms with, the appropriate governmental authorities upon receipt of such sales taxes from Verizon Wireless. Owner shall be responsible for paying all income taxes levied against Owner's income derived from the Leased Property.]

B. Maintenance. Verizon Wireless, at Verizon Wireless's expense, shall be responsible for maintaining, repairing and replacing Verizon Wireless's communications facilities located on the Leased Property and shall cause its sublessees and/or licensees to maintain, repair and replace their respective communications facilities located on the Leased Property. Owner, at Owner's expense, shall be responsible for maintaining, repairing and replacing the Owner's Property and the improvements located

thereon except for the communications facilities of Verizon Wireless and its sublessees and/or licensees. All maintenance, repairs, and replacements required pursuant to this Paragraph 18 B shall be performed in a good and workmanlike manner and shall be in compliance with all Governmental Laws, as defined in Paragraph 24.C.

19. QUIET ENJOYMENT AND NON-INTERFERENCE.

A. Quiet Enjoyment. Owner represents, warrants and agrees that Verizon Wireless, upon paying the rent and performing the covenants and provisions in this Lease to be observed or performed by Verizon Wireless shall peaceably and quietly have and enjoy the Leased Property.

B. Interference. Owner hereby grants to Verizon Wireless, as a primary inducement to Verizon Wireless's entering into this Lease, the first priority right to install Verizon Wireless's and its sublessees' and/or licensees' communications facilities on Owner's Property. From time to time, Owner may grant to other entities the right to install and/or operate communications facilities on portions of Owner's Property not leased to Verizon Wireless; provided, however Owner shall not allow or permit the installation or operation of communications facilities by other occupants to interfere with the operation or use of Verizon Wireless's or its sublessees' and/or licensees' communications facilities as they exist at the time of such other occupant's installation or as they may be modified, added to, or substituted at any time, or from time to time, during the term of this Lease, as may be extended. Further, Owner shall not cause, permit or allow any other use of, or condition on, Owner's Property which interferes with or impairs (i) the communications facilities or signal strength of Verizon Wireless or its sublessees and/or licensees from the Leased Property or (ii) the use of the Leased Property by Verizon Wireless and/or its sublessees and/or licensees. If any such interference occurs, Owner agrees to eliminate or cause the elimination of such interference with Verizon Wireless's or its sublessees' and/or licensees' operations of their respective communications facilities or signal strengths or use of the Leased Property within ten (10) days after Owner's receipt of Verizon Wireless's written notice of such interference and, if necessary, to cause the interfering party to cease its operations. Except in cases of emergency, Owner shall not have access to the Leased Property unless accompanied by Verizon Wireless personnel.

20. RIGHTS TO EQUIPMENT; CONDITION ON SURRENDER.

A. Personal Property. The communications facilities, equipment, improvements, fixtures and other property of Verizon Wireless and its sublessees and/or licensees on the Leased Property shall be and remain the personal property of Verizon Wireless and/or its sublessees and/or licensees, even though some of it may be permanently affixed to the land, and Verizon Wireless and its sublessees and/or licensees shall be entitled to take or remove all or any portion of their respective communications facilities, equipment, improvements, fixtures and other property from the Leased Property without any hindrance by, through or under Owner or the holder of any mortgage, deed of trust, ground lease or other encumbrance. At the termination or expiration of this Lease, Verizon Wireless and its sublessees and/or licensees shall have the right, but not the obligation, to remove all or any part of their respective communications facilities, equipment, improvements, fixtures and other property from the Leased Property. If Verizon Wireless or its

sublessees and/or licensees elect to remove all or any part of their respective communications facilities, equipment, improvements, fixtures and other property Verizon Wireless shall repair or cause to be repaired any damage caused by such removal, and shall otherwise surrender the Leased Property at the expiration of the term, as may have been extended, or earlier termination thereof, in good condition, ordinary wear and tear, damage by fire and other casualty excepted. Any of Verizon Wireless's or its sublessees' and/or licensees' communications facilities, equipment, improvements, fixtures and other property that has not been removed from the Property within thirty (30) days of the termination or expiration of this Lease shall be deemed abandoned by Verizon Wireless or its sublessees and/or licensees.

B. Presentation of Claims. Any claims relating to the condition of the Leased Property must be presented by Owner in writing to Verizon Wireless within thirty (30) days after the termination or expiration of this Lease or Owner shall be deemed to have irrevocably waived any and all such claims.

21. BROKERS. Owner and Verizon Wireless each represent and warrant to the other that he, she or it has not negotiated with any broker or agent, real estate or otherwise, in connection with this Lease. Owner and Verizon Wireless each agree that, if any claim is made against the other for a broker's or agent's commission, finder's fee or the like by reason of the acts of such party, the party upon whose acts such claim is predicated shall indemnify and hold harmless the other party from and against any and all liabilities, claims, demands, actions, losses, damages, orders, penalties, costs and/or expenses, including, without limitation, reasonable attorneys fees incurred in connection therewith and shall defend such action by legal counsel reasonably acceptable to the indemnified party.

22. ESTOPPEL CERTIFICATES.

A. Owner. Owner, at the request of Verizon Wireless, shall provide Verizon Wireless with a certificate stating: (i) whether Owner has any claim against Verizon Wireless and if so, stating the nature of such claim; (ii) that Owner recognizes Verizon Wireless's ownership of Verizon Wireless's communications facilities and other property; (iii) that Verizon Wireless has the right to remove Verizon Wireless's communications facilities and other property from the Leased Property notwithstanding that such may be considered a fixture under local law; (vi) that an Event of Default by Verizon Wireless has not occurred or would not occur with the giving of notice and/or the passage of time; and (v) that Owner has no interest in and disclaims any interest to Verizon Wireless's communications facilities and other property.

B. Verizon Wireless. Verizon Wireless, at the request of Owner, shall provide Owner with a certificate stating: (i) that this Lease is unmodified and in full force and effect (or, if there has been any modification, that the same is in full force and effect as modified and stating the modification); (ii) whether or not, to Verizon Wireless's knowledge, any set-offs, or defenses exist against the enforcement of any of the agreements, terms, covenants or conditions hereof to be performed or complied with by Verizon Wireless (and if so specifying the same); and (iii) the date through which the rent has been paid.

23. NOTICES. Any notice, request or demand required or permitted to be given pursuant to this Lease shall be in writing and shall be deemed sufficiently given if (i) delivered by messenger at the address of the intended recipient, (ii) sent prepaid by Federal

Express (or a comparable guaranteed overnight delivery service), or (iii) deposited in the United States first class mail (registered or certified, postage prepaid, with return receipt requested). Any such notice, request, or demand so given shall be deemed given on the day it is delivered by messenger, on the day after the day of deposit with Federal Express (or a comparable overnight delivery service), or on the day that is two (2) days after deposit in the United States Mail, as the case may be.

Verizon Wireless:

PrimeCo Personal Communications, Limited Partnership
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, NJ 07921
ATTN: Network Real Estate

With a Copy to:

PrimeCo Personal Communications Limited Partnership
777 Yamato Road
Boca Raton, Florida 33431
Attn: Real Estate Manager
561-995-5500

Owner:

C/o Alan C. Freeman
19091 Tamiami Trail, S.E.
Fort Myers, Florida 33908
Telephone: 941-267-8888

With a copy to:

Paul H. Freeman, Esq.
1840 West 49th Street
Suite 410
Hialeah, Florida 33012

Any party may change his, her or its address for notice purposes by giving notice in accordance with this Paragraph 23.

24. MISCELLANEOUS PROVISIONS.

A. Title; Undisclosed Liens. Owner represents, warrants and agrees that OWNER is seized of good and sufficient title to and interest in the Owner's Property and has full authority to enter into and execute this Lease and no undisclosed liens, judgments or impediments of title exist on Owner's Property that would affect this Lease.

B. Entire Lease; Amendments. This Lease, including the exhibits and attachments which are attached hereto and incorporated herein by this reference, incorporates all agreements and understandings between Owner and Verizon Wireless. No verbal agreements or understandings shall be binding upon either Owner or Verizon Wireless, and any addition, amendment, variation or modification to this Lease shall be ineffective unless made in writing and signed by Owner and Verizon Wireless.

C. Compliance with Governmental Laws. Owner represents, warrants and agrees that throughout the term of this Lease, as may be extended, the Owner's Property including, without limitation, the Leased Property and all improvements thereon, other than improvements owned by Verizon Wireless or its sublessees and/or licensees, shall be in compliance with all laws, codes, and regulations of all federal, state and local governmental or quasi-governmental authorities (collectively, "Governmental Laws"). Subject to Owner's compliance with the terms of this

Paragraph 24.C.. Verizon Wireless agrees that any improvements constructed on the Leased Property by Verizon Wireless and/or its sublessees and/or licensees and the operation of the communications facilities of Verizon Wireless and/or its sublessees and/or licensees on the Leased Property shall be in compliance with all Governmental Laws.

D. Governing Law. This Lease and the performance hereof shall be governed, interpreted, construed and regulated by the laws of the state in which the Leased Property is located.

E. Benefit. This Lease, and each and every covenant and condition herein, is intended to benefit the Leased Property and to run with the Owner's Property and shall extend to and bind the heirs, personal representatives, successors and assigns of the parties.

F. Covenants and Conditions. The parties agree that all of the provisions hereof shall be construed as both covenants and conditions, the same as if the words importing such covenants and conditions had been used in each separate Paragraph.

G. Construction. The parties acknowledge that each has had an opportunity to review and negotiate this Lease and has executed this Lease only after such review and negotiation. The language of this Lease shall be construed simply and according to its fair meaning, and this Lease shall not be construed more strictly in favor or against either party.

H. Nondisturbance Agreement. At Owner's option, this Lease shall be subordinate to any mortgage, deed of trust, ground lease or other encumbrance which from time to time may encumber all or any part of the Owner's Property, provided that every such mortgagee, beneficiary, trustee, or other holder having rights thereunder agrees to recognize (in writing and in a form acceptable to Verizon Wireless's counsel) the validity of this Lease and Verizon Wireless's right to remain in occupancy and have access to the Leased Property as long as Verizon Wireless is not in default of this Lease, in the event of a foreclosure or the exercise of any other remedies under any such mortgage, deed of trust, ground lease or other encumbrance. Verizon Wireless shall execute whatever instruments may reasonably be required to evidence this subordination. If, as of the date of execution of this Lease, any mortgage, deed of trust, ground lease or other similar encumbrance affects Owner's Property, Owner agrees to use its best efforts in assisting and cooperating with Verizon Wireless to obtain from the holder of such mortgage, deed of trust, ground lease, or other encumbrance a written agreement that Verizon Wireless shall not be disturbed in its possession, use and enjoyment of the Leased Property as long as an Event of Default by Verizon Wireless has not occurred hereunder.

I. Severability. If any portion of this Lease is declared by an arbitrator or arbitrators to be invalid or unenforceable, such portion shall be deemed modified to the extent necessary in such arbitrator's or arbitrators' opinion to render such portion enforceable, and, as so modified, such portion and the balance of this Lease shall continue in full force and effect.

J. Enforcement. If either party institutes any action or proceeding in arbitration to enforce any provision hereof, or any action for damages for any alleged breach of any provision hereof, the prevailing party in such action or proceeding, in addition to any other award given by the arbitrator(s), shall be entitled to

receive from the non-prevailing party such amount as the arbitrator(s) may adjudge to be reasonable attorneys' fees for the services rendered to the prevailing party, together with its other reasonable litigation expenses.

K. Injunctive Relief. In addition to the other remedies provided for in this Lease, any party shall be entitled to immediate restraint by injunction of any violation of any of the covenants, conditions or provisions of this Lease.

L. Headings. The captions of the Paragraphs of this Lease are for convenience of reference only and shall not affect the interpretation of this Lease.

M. Lighting of Communications Facilities. If any laws or regulations of the Federal Aviation Administration, Federal Communications Commission or any other governmental agency or body require or recommend the lighting and/or marking of Verizon Wireless's or its sublessees' and/or licensees' communications facilities or the improvements upon which such communications facilities are located including, without limitation, any building, tower or other improvements comprising a portion of the Leased Property, Owner agrees that Verizon Wireless, at Verizon Wireless's expense, may install and maintain such lighting or markings. Verizon Wireless, however, shall not be responsible for the installation or maintenance of any lighting or markings required by the operations of Owner or Owner's other tenants and/or licensees.

N. Memorandum of Lease. Concurrently with the execution of this Lease, Owner shall execute before a notary and deliver to Verizon Wireless for recording a "Memorandum of Lease Agreement," also referenced as "Short Form Lease," in the form of the attached Exhibit "C". Such Memorandum shall not disclose any financial terms, unless required to do so by the laws of the jurisdiction in which such Memorandum is recorded. From and after the installation of facilities a third party shall be on notice of the lease, provided, however, if the communication tower shall be removed from the site the Owner may file an Affidavit after one year of execution of lease in the Public Records of Miami Dade County, Florida acknowledging the termination of the lease, and this Affidavit shall operate to cancel the interest of Verizon Wireless under this short form lease.

O. Survival. The obligations of each party to indemnify, hold harmless, and defend the other party shall survive the expiration or termination of this Lease.

P. Counterparts. This Lease may be executed in as many counterparts as may be required by the parties. It shall not be necessary that the signature on behalf of all parties hereto appear on each counterpart hereof, and it shall be sufficient if the signature on behalf of all parties hereto appear on one (1) or more counterparts. All counterparts shall collectively constitute a single agreement.

Q. Number of Antennas. If the Leased Property includes tower space, Verizon Wireless shall have the right to install nine (9) antennas and nine (9) cable lines in such tower space, as long as antennas are not visible. Throughout the Lease term, as may be extended, Owner shall reserve load capacity on the tower on which such tower space is located to accommodate Verizon Wireless's nine (9) antennas and nine (9) cable runs if Verizon

Wireless, at any time or from time to time, installs less than nine (9) antennas and nine (9) cable lines.

R. Arbitration. Any controversy or claim arising out of or relating to this Lease, or the breach of this Lease, shall be settled by arbitration in accordance with the rules and regulations of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The decision of the arbitrator(s) shall be final and non-appealable.

S. Additional Term: "Revenue Sharing" - Verizon Wireless shall pay to Owner ten percent (10%) of the recurring revenues received from any and all additional carriers that should collocate on the tower. Owner must be notified of and approve the proposed initial installation (A & E drawings) and any additions and/or modifications to the tower and/or its equipment after completion of the initial installation. Owner shall be notified at least 15 business days prior to the addition and/or modification and all additions and/or modifications to the exterior of the tower and/or additions to the ground equipment that may be visible beyond the landscaping shall be subject to the reasonable approval of the Owner.

IN WITNESS WHEREOF, the parties have executed this Lease:

OWNER: Paul H. Freeman

By: [Signature]
Name: Paul H. Freeman
Title: Owner

S.S./Tax No.: 59-6478093

Address: 19091 Tamiami Trail SE
Ft. Myers, FL 33908

Date: 1/15/2001

Witnesses:

By: [Signature] By: [Signature]
Name: Ann McAlvarez Name: Glenn Bink

☐ See Attachment "S" for continuation of Owner signatures.

VERIZON WIRELESS:

PrimeCo Personal Communications, Limited Partnership,
a Delaware limited partnership
dba Verizon Wireless

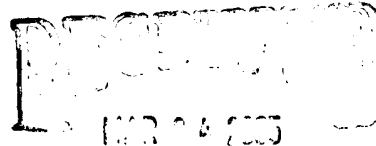
By: [Signature]
Name: Howard H. Bower
Title: Area Vice President, Network

Address: 8921 Research Drive
Charlotte, NC 28262

Date: 1/29/00

Witnesses:

By: [Signature] By: [Signature]
Name: Kate Eaton Name: Michelle Jamison



PERMIT COUNTER

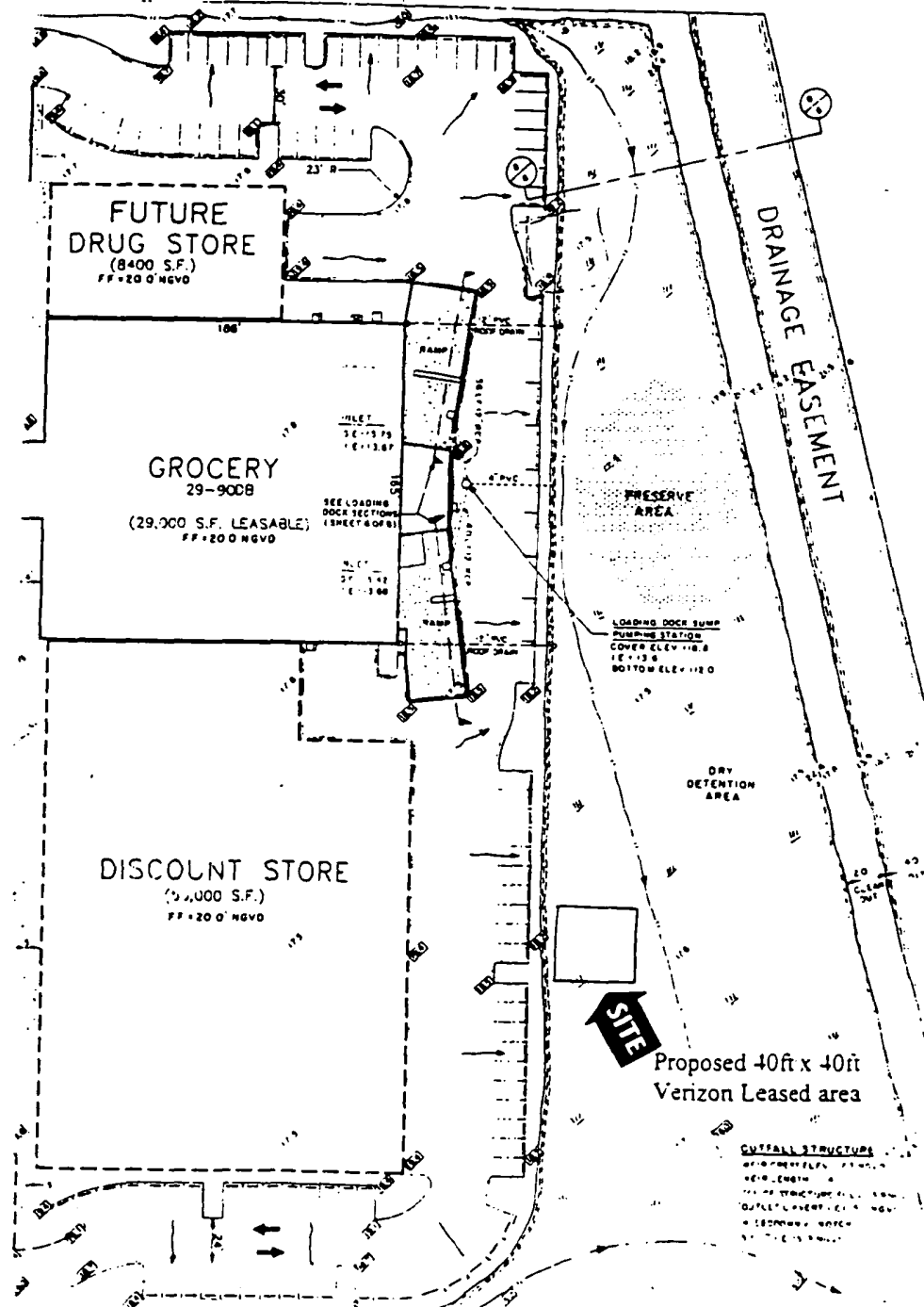
SEZ2005-00012

SEZ2005-00012

RECEIVED
MAR 24 2005

Exhibit "B"
PERMIT COUNTER
DEPICTION OF PORTION OF OWNER'S PROPERTY LEASED TO VERIZON WIRELESS

SITE ID: 68914 (Three Oaks Town Center)



Verizon's Initials HNB

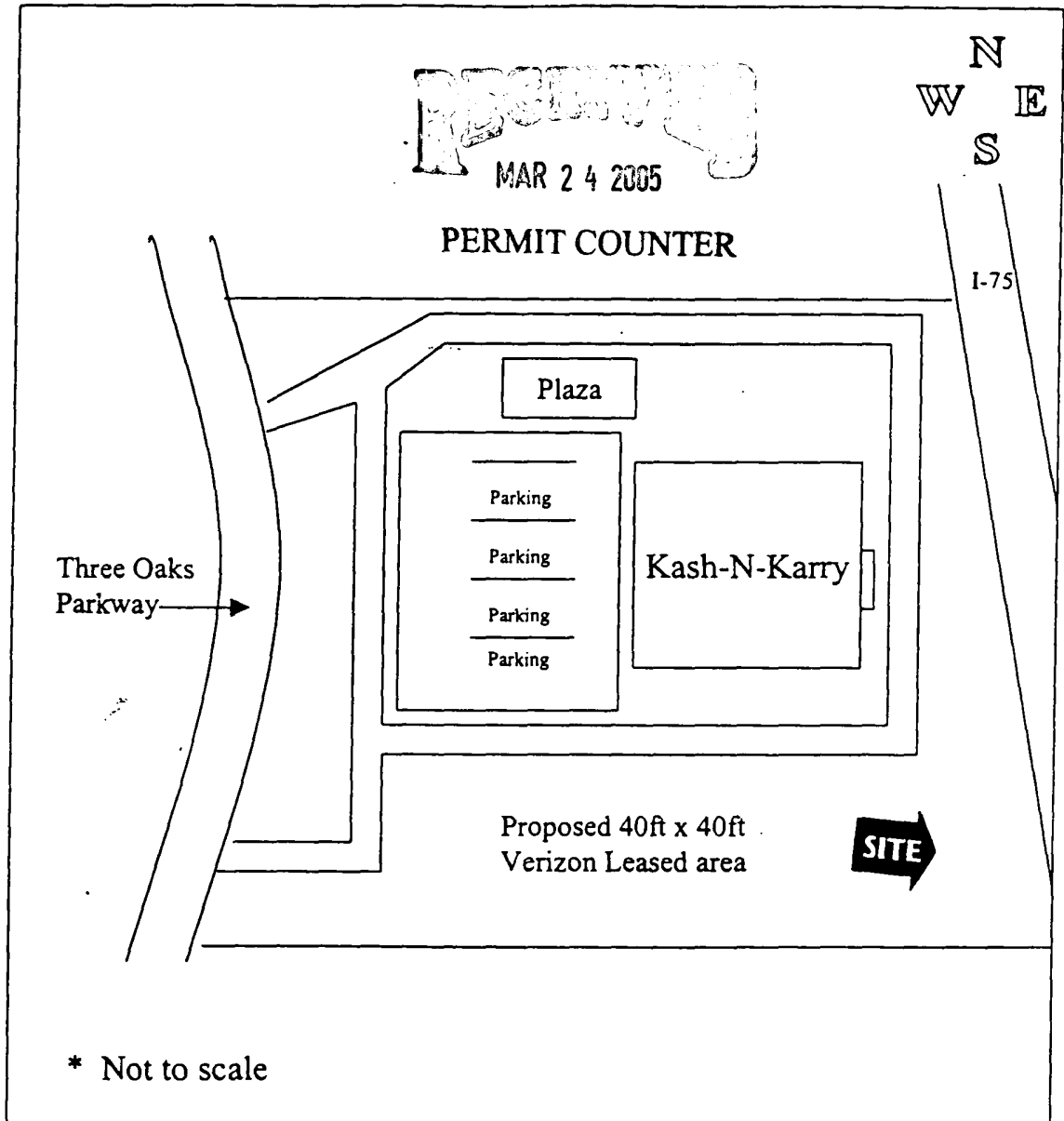
Owner's Initials [Signature]

Exhibit "B"

DEPICTION OF PORTION OF OWNER'S PROPERTY LEASED TO VERIZON WIRELESS

SITE ID: 68914 (Three Oaks Town Center)

SEZ2005-00012



Verizon's Initials HHB

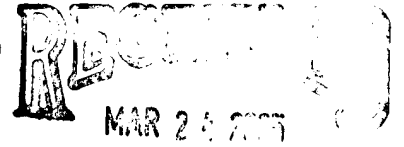
Owner's Initials AA

Exhibit "A"

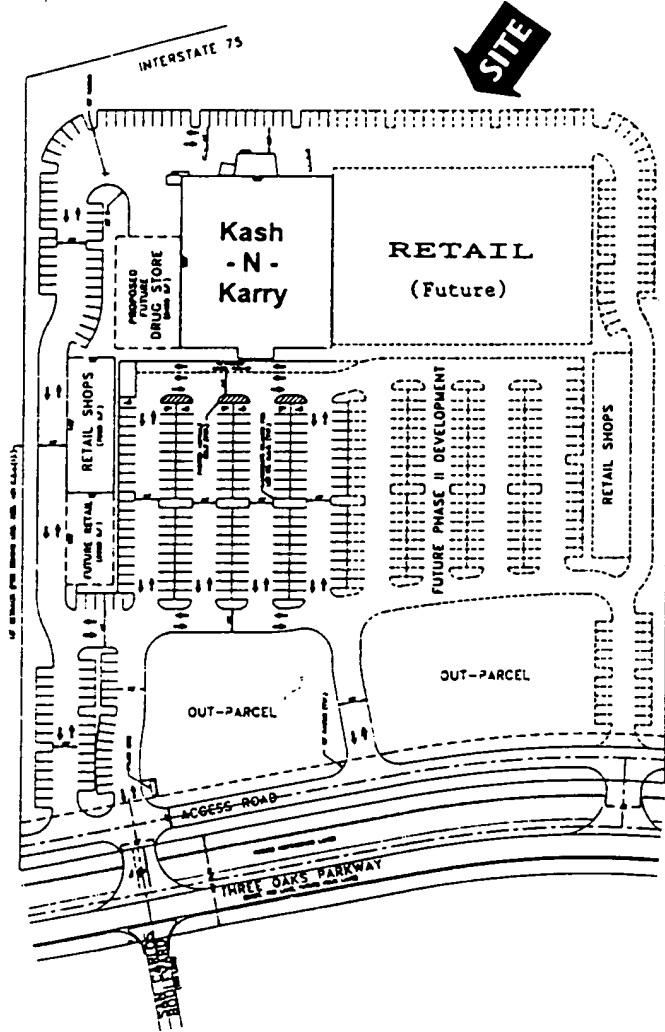
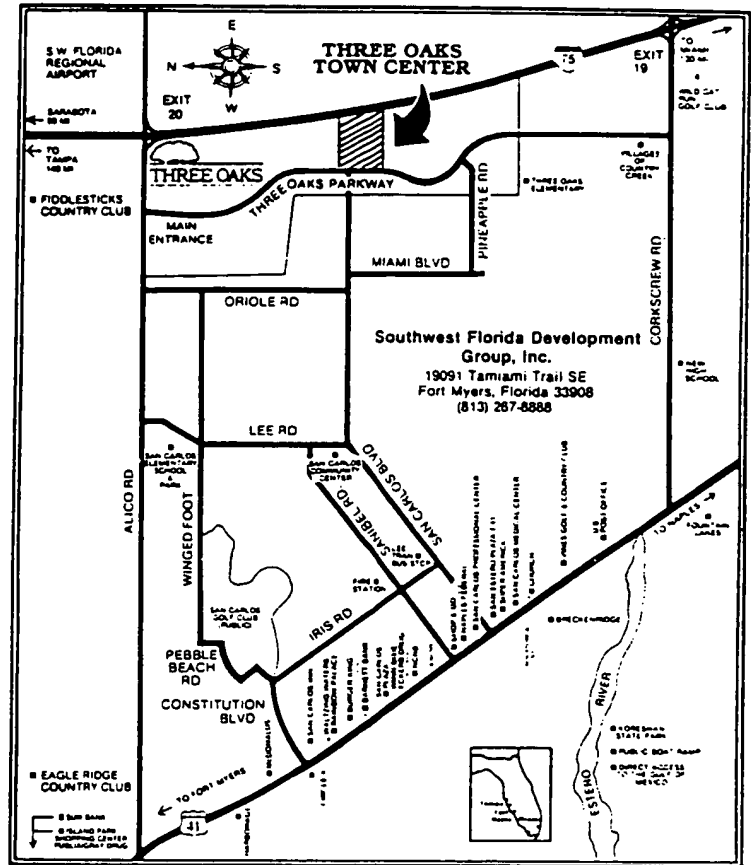
DESCRIPTION OF OWNER'S PROPERTY

SITE ID: 68914 (Three Oaks Town Center)

SEZ2005-00012



PERMIT COUNTER



Verizon's Initials 10/11/15

Owner's Initials [Signature]

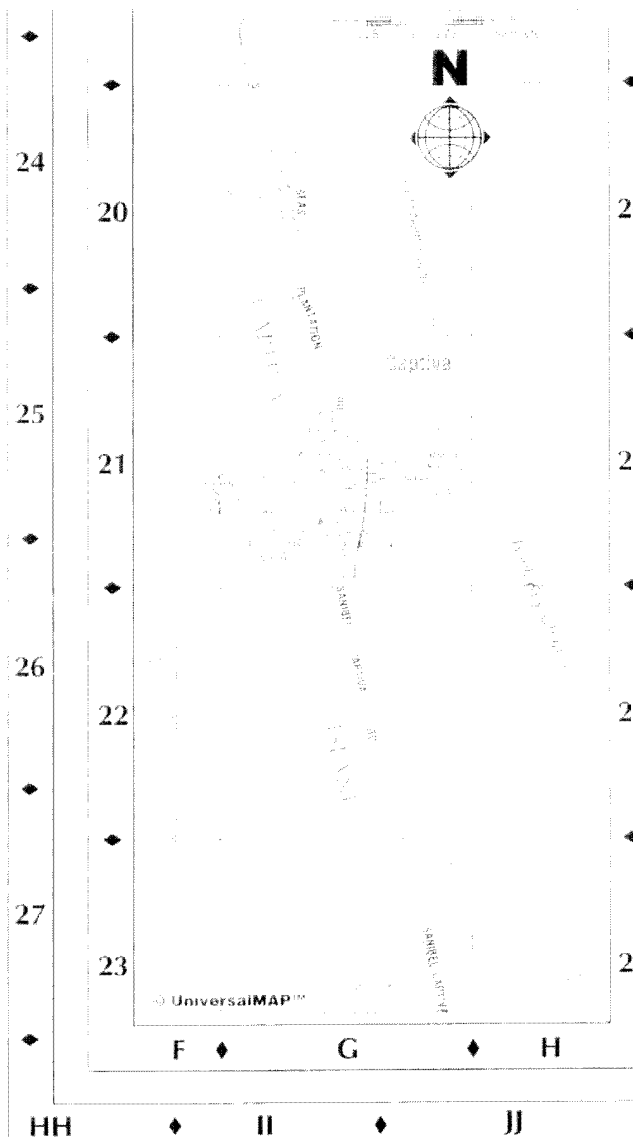
Verizon Wireless RF Information

- Propagation Map – before and after
- List of hand-off sites
- RF power level statement
- 2C Letter
- Verizon Wireless FCC license

SEZ2005-00012



PERMIT COUNTER



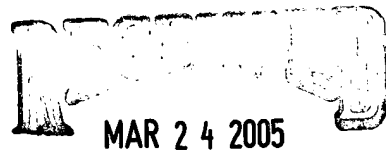
LEGEND

[illegible]

Evidence of County Agency Notifications Attached hereto:

- Response from Lee County Public Safety Division received March 17, 2005
- Awaiting Approval letters from Lee County Sheriffs Department, Lee County Mosquito Control District and Lee County Port Authority

SEZ2005-00012



PERMIT COUNTER



PERMIT COUNTER

SEZ2005-00012

DESCRIPTION OF PROPOSED ACCESS EASEMENT

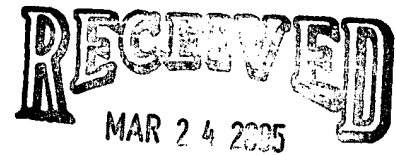
A PORTION OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1931, PAGE 3677, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, AND LYING IN SECTION 15, TOWNSHIP 46 SOUTH, RANGE 25 EAST, SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1931, PAGE 3677, SAID POINT LYING ON THE WESTERLY RIGHT-OF-WAY LINE OF INTERSTATE 75(STATE ROAD 93); PROCEED NORTH 89°59'41" WEST, A DISTANCE OF 286.39 FEET; THENCE NORTH 00°09'23" WEST, A DISTANCE OF 200.20 FEET TO THE POINT OF BEGINNING; THENCE NORTH 42°29'37" WEST, A DISTANCE OF 122.15 FEET; THENCE NORTH 65°36'21" WEST, A DISTANCE OF 96.96 FEET; THENCE SOUTH 84°33'44" WEST, A DISTANCE OF 163.68 FEET; THENCE NORTH 42°38'49" WEST, A DISTANCE OF 363.22 FEET; THENCE SOUTH 81°08'45" WEST, A DISTANCE OF 211.16 FEET TO A POINT ON THE WEST LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1931, PAGE 3677, SAID POINT LYING ON THE EAST RIGHT-OF-WAY LINE OF THREE OAKS PARKWAY(A 100 FOOT WIDE RIGHT-OF-WAY); THENCE NORTH 11°00'00" WEST ALONG THE WEST LINE OF SAID LANDS AND EAST RIGHT-OF-WAY LINE OF SAID THREE OAKS PARKWAY, A DISTANCE OF 20.01 FEET; THENCE NORTH 81°08'45" EAST, A DISTANCE OF 222.59 FEET; THENCE SOUTH 42°38'49" EAST, A DISTANCE OF 363.98 FEET; THENCE NORTH 84°33'44" EAST, A DISTANCE OF 59.08 FEET; THENCE SOUTH 65°36'21" EAST, A DISTANCE OF 106.37 FEET; THENCE SOUTH 42°29'37" EAST, A DISTANCE OF 144.59 FEET; THENCE NORTH 89°57'35" WEST, A DISTANCE OF 27.14 FEET TO THE POINT OF BEGINNING.

CONTAINING 19,537.8 SQUARE FEET OR 0.45 ACRES, MORE OR LESS.

SUBJECT TO ANY AND ALL EASEMENTS, RESERVATIONS, RESTRICTIONS AND RIGHTS-OF-WAY OF RECORD.

SEZ2005-00012



PERMIT COUNTER

DESCRIPTION OF PARENT TRACT

(ORB 1931, PG 3677)

A TRACT OF LAND LYING IN THE SOUTHEAST QUARTER (S.E. 1/4) OF SECTION 15, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER (S.E. 1/4) OF SAID SECTION 15; THENCE RUN S.84°08'36"E. FOR 356.42 FEET; THENCE RUN S.63°23'58"E. FOR 417.26 FEET; THENCE RUN S.74°58'32"E. FOR 147.26 FEET; THENCE RUN N.80°12'17"E. FOR 202.52 FEET; THENCE EAST FOR 99.91 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE EAST FOR 928.83 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF HIGHWAY I-75; THENCE RUN S.14°13'23"E. FOR 706.75 FEET; THENCE RUN WEST FOR 1008.33 FEET; THENCE RUN NORTHWESTERLY 281.80 FEET ALONG THE ARC OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1030.00 FEET (CHORD BEARING N.03°09'44"W., CHORD DISTANCE 280.92 FEET); THENCE RUN N.11°00'00"W. FOR 112.17 FEET TO THE POINT OF BEGINNING.

TRACT HEREIN DESCRIBED CONTAINS 15.010 ACRES.

DESCRIPTION OF PROPOSED VERIZON LEASE PARCEL

A PORTION OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1931, PAGE 3677, OF ~~PUBLIC~~ RECORDS OF LEE COUNTY FLORIDA AND LYING IN SECTION 15 TOWNSHIP 46 SOUTH, RANGE 25 EAST, SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS

COMMENCING AT THE SOUTHEAST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1931, PAGE 3677, SAID POINT LYING ON THE WESTERLY RIGHT-OF-WAY LINE OF INTERSTATE 75(STATE ROAD 93); PROCEED NORTH 89°59'41" WEST ALONG THE SOUTH LINE OF SAID LANDS, A DISTANCE OF 286.39 FEET; THENCE NORTH 00°09'23" WEST, A DISTANCE OF 160.20 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00°09'23" WEST, A DISTANCE OF 40.00 FEET; THENCE SOUTH 89°57'35" EAST, A DISTANCE OF 40.00 FEET; THENCE SOUTH 00°09'23" EAST, A DISTANCE OF 40.00 FEET; THENCE NORTH 89°57'35" WEST, A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,600.0 SQUARE FEET, MORE OR LESS.

SUBJECT TO ANY AND ALL EASEMENTS, RESERVATIONS, RESTRICTIONS AND RIGHTS-OF-WAY OF RECORD.



SEZ2005-00012

RECEIVED
MAR 24 2005

March 23, 2005

Lee County Department of
Community Development
1500 Monroe Street
Fort Myers, FL 33901

PERMIT COUNTER

RE: Justification Letter - Verizon Wireless - 135' tall stealth flagpole tower - Three Oaks Town Center, 18751 Three Oaks Parkway, Fort Myers, FL 33912

Dear Sir/Madam,

On behalf of Verizon Wireless, please find the enclosed Special Exception application for with supporting documentation for review.

This narrative is submitted in consideration for the placement of a one hundred and thirty-five (135) feet tall stealth flagpole tower and associated radio equipment cabinets by Verizon Wireless at the Three Oaks Town Center shopping plaza situated on the west side on Three Oaks Parkway, south of Alico Road and west of Interstate I-75.

The subject parcel is located at 18751 Three Oaks Parkway, Fort Myers, FL 33912. The property is designated as a CPD - Commercial Planned Development District. The subject parcel STRAP number is #15-46-25-00-00005.102A.

Siting Requirements and Site Necessity:

The placement of Verizon Wireless antennas and radio cabinet equipment at this location is necessary to provide Verizon Wireless customer's with continuous PCS coverage in Lee County.

Verizon Wireless Radio Frequency Engineers have identified this site as a critical site to allow Verizon's PCS system to meet coverage requirements mandated by their FCC license and provide cell phone service in an area which currently is experiencing gaps in coverage. Customers in the area are experiencing dropped or incomplete calls, as well as spotty coverage.

This facility will improve existing coverage, relieve over capacity of adjacent cell sites and improve service to residents, businesses and mobile phone users traveling within Lee County, along major thoroughfares such as I-75 and Alico Road, as well as users in the immediate vicinity known as San Carlos.

Attached as part of this application, you will find a "before" and "after" signal propagation map generated by Verizon Wireless RF Engineers. This map provides a computer generated visual representation of the existing coverage and anticipated signal strength once the site is "on air" and operational.

In addition to the needs of Verizon Wireless, the new tower will allow for the future use by additional carriers licensed by the FCC. The structure will be designed to have the structural capacity for a minimum of two future colocators, in addition Verizon's installation.

Technology

Verizon Wireless offers phone, messaging and internet services that make communication easier, more cost effective and efficient to end users. What started out as expensive, spotty analog coverage has advanced to flat rate digital phone service with features such as two way paging, data transmission, and high-speed mobile internet connections.

Verizon's PCS system is an entirely digital CDMA system with operating frequency ranges from 1700 MHz to 1990 MHz. Digital CDMA technology not only delivers higher voice quality and more secure conversations, it also allows three times the number of calls of analog cellular technology over the same number of channels.

Details about the selected site location

The subject property is known as the Three Oaks Town Center and is a designated Commercial Planned Development district or CPD.

Verizon has entered into a lease agreement with the owner for the placement of the facility on the property. A copy of the agreement between the property owner and Verizon Wireless has been included in the application.

The location of the tower site on the subject property will minimize the visual impact of the tower site. The subject property is bordered on the east by Interstate I-75. The parcel to the south is undeveloped and under the same ownership as the subject property. Three Oaks Parkway is situated to the west and a CPD district to the north.

The site is situated in the SE corner of the subject property and offers a large setback to the nearest residential district and in general is situated in an area that is not readily viewable by the general public. The site offers a setback of 218 feet to the east property line, which abuts Interstate I-75, 167 feet to the south property line, 733 feet to the west property line and 511 feet to the north property line.

The unmanned use will not create any undue traffic burden as there will be approximately two short visits per month by an equipment technician.

Only household level electrical current and standard phone service will be used. Thus, it will have no effect of overburdening existing public services or facilities such as schools, public safety, water, sanitary sewer, roads, storm drainage or other public improvements.

Land Development Code Compliance

In accordance with the Lee County Land Development Code Section 34-1447 relating to telecommunications towers and antennas, the applicant, Verizon Wireless seeks Special Exception approval for the placement of a 135 feet tall stealth communications facility.

Per table 34-1447 labeled *Permissible Antenna-Supporting Structure Heights, Locations and Applicable Reviews* of the Lee County Land Development Code, stealth communications towers greater than 90 feet and lower than 149 feet are allowed in all zoning districts by Special Exception approval. Additionally, Section 34-1447 B. 4 – labeled *Zoning District Priorities* states that communications towers located in commercial districts rank 2nd on priority after industrial zoned properties. It is believed that the proposed wireless facility meets or exceeds all zoning requirements relating to setbacks and placement on the property.

Verizon Wireless did conduct an extensive review of the area and determined that no antenna support structure exists which meet Verizon Wireless' radio frequency needs. The nearest communications tower site to the proposed location is a lattice tower owned by Lee County situated at Florida Gulf Coast University. It has been determined that there is no available space on the existing structure, thereby necessitating a need for a new antenna support structure in the area.

Site design

The Verizon installation will comprise of the stealth tower, three (3) dual pole antennas situated inside the structure, three (3) radio cabinets and one (1) battery cabinet. The battery cabinet provides back-up emergency power in the event of power failure. The equipment cabinets are situated upon an 8' by 16' concrete pad.

The proposed installation is designed to meet all applicable federal, state and local building code regulations, including the Florida Building Code (2001).

As part of the application, you will find photo simulations of the proposed tower and Verizon Wireless equipment cabinets.

Public Benefit

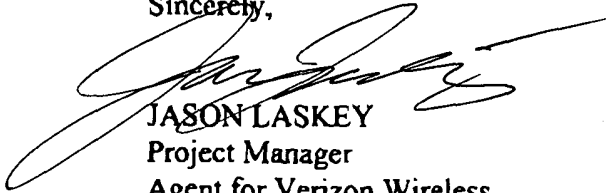
The area's business and personal communication needs will be served by the proposed facility. Verizon's PCS wireless network in Lee County provides a competitive choice among existing and future providers of wireless telecommunications.

This system will be a vital link for everyday personal communication needs, as well as emergency communication needs related to civil defense in times of natural disasters such as hurricanes, and in the daily reporting of accidents and crime.

This unmanned use will not adversely affect population density, activity, traffic or parking. The proposed use will have no detrimental impact on the surrounding property or community. Its existence will be of great benefit to the public and Lee County Port Authority by accomplishing the provision of quality telecommunications service in the area.

In the event you have additional questions or require additional information, please contact me at (561) 226-9359.

Sincerely,



JASON LASKEY
Project Manager
Agent for Verizon Wireless
SBA Network Services, Inc.
561-226-9359 office
305-321-5655 cell
561-981-9901 fax

RECEIVED
MAR 24 2005

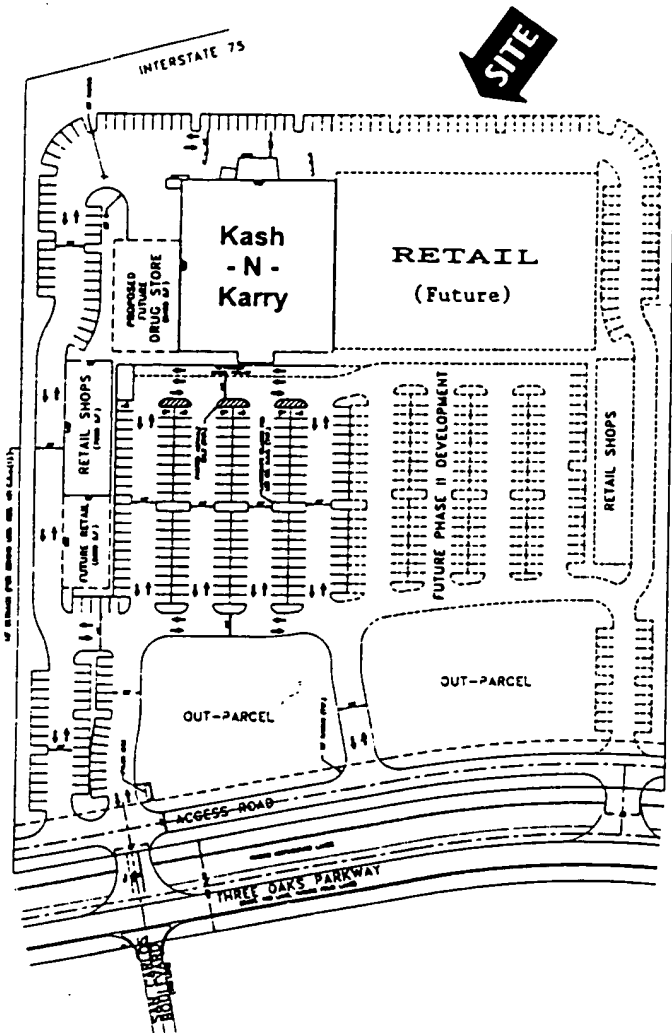
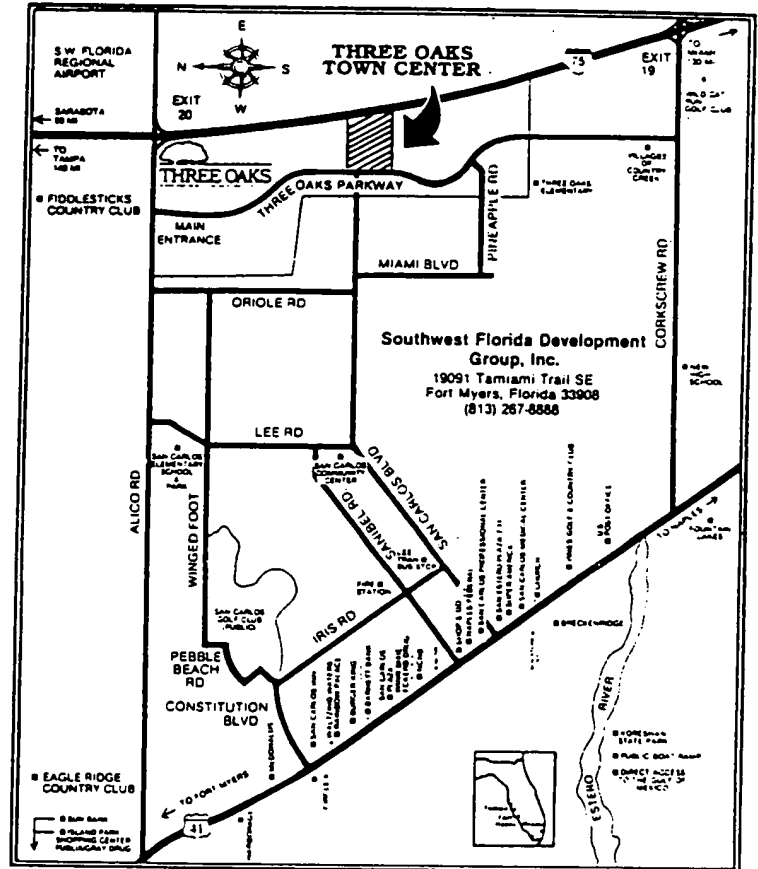
PERMIT COUNTER

SEZ2005-00012

SBA Network Services, Inc. 5900 Broken Sound Pkwy NW, Boca Raton, FL 33487

Exhibit PH-3.5

SITE ID: 68914 (Three Oaks Town Center)



SEZ2005-00012

RECEIVED
MAR 24 2005

PERMIT COUNTER

Verizon's Initials *1/11/05*

Owner's Initials *[Signature]*

**MEMORANDUM
FROM THE
DEPARTMENT OF
COMMUNITY DEVELOPMENT
ZONING DIVISION**

DATE: September 13, 2005

TO: File - SE22005-0002

FROM: Luisa Villa
Secretary, Internal Services

RE: Notice of Public Hearing - September 29, 2005 HEX

I, Luisa Villa, Secretary, Internal Services, Development Services Division, do hereby certify that I have mailed notices to the adjacent property owners on the above referenced date, in the attached style, pursuant to the list marked and attached hereto and made a part of this certification.

NOTICE TO PROPERTY OWNERS WITHIN 500 FEET

CASE NUMBER: SEZ2005-00012

CASE NAME: VERIZON WIRELESS-THREE OAKS

REQUEST: Special Exception request pursuant to Chapter 34, Division 11 of the Lee County Land Development Code (LDC) to allow a 135-foot tall stealth wireless communication facility (Flagpole) and ancillary equipment in the Commercial Planned Development (CPD) zoning district (LDC Section 34-934) located at 18751 Three Oaks Parkway.

LOCATION: The subject property is located at 18751 Three Oaks Parkway in S15-T46S-R25E, Lee County, FL.

SIZE OF PROPERTY: 15.01 Acres ±

STAFF REPORT: Direct inquiries to Josh Philpott, Senior Planner, at (239) 479-8365, at the Department of Community Development, 1500 Monroe St., Ft. Myers, FL 33901.

PROPERTY OWNER'S REPRESENTATIVE: MR. JASON LASKEY 305-321-5655 MS. LAURA B BELLFLOWER 813-971-5505a

Notice is hereby given that the Lee County Hearing Examiner will hold a public hearing at 9:30 AM on 09/29/2005 on the above case. The public hearing will be held in the Hearing Examiner's Meeting Room, 1500 Monroe St., Ft. Myers, FL 33901.

Copies of the staff report will be available one week prior to the hearing. The file may be reviewed at the Development Services Division, 1500 Monroe St., Fort Myers, FL 33901. Call 239/479-8585 for additional information.

In accordance with the Americans with Disabilities Act, reasonable accommodations will be made upon request. If you are in need of a reasonable accommodation, please contact Luisa V Villa at 239/479-8585.

DEPARTMENT OF COMMUNITY DEVELOPMENT
Development Services Division

15-46-25-00-00005.1020
FREEMAN PAUL H ETAL
ALAN C FREEMAN
19091 TAMiami TRL SE
FT MYERS, FL 33908

15-46-25-00-00005.0000
MIROMAR LAKES LLC
10801 CORKSCREW RD STE 305
ESTERO, FL 33928

15-46-25-00-00005.102A
FREEMAN PAUL H ETAL
ALAN C FREEMAN
19091 TAMiami TRL SE
FORT MYERS, FL 33908

15-46-25-00-00005.1050
FREEMAN PAUL H ETAL
13691 PONDVIEW CIRCLE
NAPLES, FL 34119

15-46-25-13-00001.0100
NUEDLING JEFFERY J + PAMELA J
9303 SAN CARLOS BLVD
FORT MYERS, FL 33912

15-46-25-13-00001.0120
REDBURN JOE A + LAURA M
9311 SAN CARLOS BLVD
FORT MYERS, FL 33912

15-46-25-13-00002.0010
BURKEE MICHAEL J
18481 SANDY COVE DR
FT MYERS, FL 33912

15-46-25-13-00002.0030
MOORE ROBERT W + LORI LYNN
18489 SANDY COVE DR SE R-38
FT MYERS, FL 33912

15-46-25-13-00002.0050
SNYDER CLAYTON E +
2110 JAMESTOWN RD
WINSTON SALEM, NC 27106

15-46-25-13-00002.0070
BRUMLEY MICHAEL L + KATHY T
18505 SANDY COVE DR SE
FT MYERS, FL 33912

14-46-25-00-00001.0020
MIROMAR LAKES LLC
10801 CORKSCREW RD STE 305
ESTERO, FL 33928

15-46-25-00-00005.1000
FREEMAN PAUL H
ALAN C FREEMAN
13691 PONDVIEW CIRCLE
NAPLES, FL 34119

15-46-25-00-00005.1030
LEE COUNTY
P.O. BOX 1398
FORT MYERS, FL 33902

15-46-25-00-00005.1060
LEE COUNTY DIST SCHOOL BOARD
2055 CENTRAL AVE
FORT MYERS, FL 33901

15-46-25-13-00001.0110
STEPHENS OWEN L + MARYANN T
9307 SAN CARLOS BLVD
FORT MYERS, FL 33912

15-46-25-13-00001.0130
RODRIGUEZ ROGELIO + SONDR
9315 SAN CARLOS BLVD
FORT MYERS, FL 33912

15-46-25-13-00002.0020
AMAR CHARLES J + JACKIE L
18485 SANDY COVE DR
FT MYERS, FL 33912

15-46-25-13-00002.0040
GONZALEZ ESMERALDA
18493 SANDY COVE DR
FT MYERS, FL 33912

15-46-25-13-00002.0060
GILLESPIE JENIFFER R +
P O BOX 531
ESTERO, FL 33928

15-46-25-13-00003.0010
BRUNO REGINALD +
9307 MOORING CIR
FORT MYERS, FL 33912

15-46-25-13-00003.0020
MERRITT KIMBERLY S + JOHN R
9305 MOORING CIR
FORT MYERS, FL 33912

15-46-25-13-00003.0040
NELSON B J
9299 MOORING CIR
FORT MYERS, FL 33912

15-46-25-13-00003.0190
ELLIOTT EDWARD P + CHERYL E
9306 SAN CARLOS BLVD SE
FT MYERS, FL 33912

15-46-25-13-00003.0210
PATTON ELIZABETH B
18488 SANDY COVE DR SE
FT MYERS, FL 33912

15-46-25-13-00003.0230
ANDERSEN ROBERT
18498 SANDY COVE DR
FORT MYERS, FL 33912

15-46-25-14-00002.0080
CARL GAIL E
18509 SANDY COVE DR
FORT MYERS, FL 33912

15-46-25-14-00002.0100
BERNABEI MARNNI E
18517 SANDY COVE DR
FORT MYERS, FL 33912

15-46-25-14-00002.0120
LA THANH
44 NAVY ST #6
VENICE, CA 90291

15-46-25-14-00003.0260
TVEDT RONALD L + BARBARA A
18514 SANDY COVE DR SE
FT MYERS, FL 33912

15-46-25-14-00003.0280
CIOLINO JOHN M + CAROL E
18524 SANDY COVE DR
FORT MYERS, FL 33912

15-46-25-13-00003.0030
WILSON JOHN H + CARMEN A
9303 MOORING CIR
FT MYERS, FL 33912

15-46-25-13-00003.0180
CLOUTHIER LARRY + ANTOINETTE
17601 SW 18TH ST
MIRAMAR, FL 33029

15-46-25-13-00003.0200
BALLWEG ANTHONY P
18484 SANDY COVE DR
FORT MYERS, FL 33912

15-46-25-13-00003.0220
LAPOINTE PATRICK THOMAS
18494 SANDY COVE DR
FT MYERS, FL 33912

15-46-25-13-00003.0240
ASPERAS MADELYN D
17 GATON LN
CORAM, NY 11727

15-46-25-14-00002.0090
BROTHERTON SHARON E
18513 SANDY COVE DR
FORT MYERS, FL 33912

15-46-25-14-00002.0110
BOWDITCH JEFFREY L + TRUDY J
18521 SANDY COVE DR
FORT MYERS, FL 33912

15-46-25-14-00003.0250
PALMER KEVIN L + KIMBERLY L
18508 SANDY COVE DR
FORT MYERS, FL 33905

15-46-25-14-00003.0270
JONES BEVERLY SUE
18520 SANDY COVE DR
FT MYERS, FL 33912

15-46-25-14-00003.0380
STIAK RICHARD A + GAIL S
9319 MOORING CIRCLE
FT MYERS, FL 33912



Jerry Murphy
Town of Fort Myers Beach
2523 Estero Boulevard
Fort Myers Beach, FL 33931

Verizon Wireless
c/o Ms. Josephine Conde
777 Yamato Road, Ste. 600
Boca Raton, FL 33431

Mr. Jason Laskey
SBA Network Services
5900 Broken Sound Pkwy NW
Boca Raton, FL 33487

Ms. Laura Bellflower
16002 Wyndover Road
Tampa, FL 33647



15-46-25-14-00003.0390
STILSON ERIC J
17557 ALLENTOWN RD
FORT MYERS, FL 33912



LEE COUNTY
SOUTHWEST FLORIDA

BOARD OF COUNTY COMMISSIONERS

Bob Janes
District One
Douglas R. St. Cerny
District Two
Ray Judah
District Three
Tammy Hall
District Four
John E. Albion
District Five
Donald D. Stilwell
County Manager
James G. Yeager
County Attorney
Diana M. Parker
County Hearing
Examiner

August 29, 2005

479-8585

MR. JASON LASKEY
5900 BROKEN SOUND PKWY NW
BOCA RATON, FL 33487

RE: Agenda Schedule for VERIZON WIRELESS-THREE OAKS
Case No. SEZ2005-00012

Dear MR. JASON LASKEY :

Your zoning request has been scheduled before the Hearing Examiner on Thursday, September 29, 2005, at 9:30 AM. The hearing will be conducted in the Hearing Examiner Meeting Room, 1500 Monroe St., Ft. Myers, FL.

Be advised all exhibits presented to Hearing Examiner will be retained for the records. The Hearing Examiner encourages the applicant to provide reduced copies of these exhibits for the record as an alternative to a full size copy.

Your zoning sign will be ready for pickup any time after Wednesday, August 31, 2005, at the second floor reception desk at 1500 Monroe St., Ft. Myers, FL. If you would like to pick them up at the drive-thru window, please call 479-8585 to make the appropriate arrangements. This sign must be posted in accordance with Department procedures no later than Wednesday, September 13, 2005, and is to remain posted until final decision is rendered.

Call if you have any questions.

DEPARTMENT OF COMMUNITY DEVELOPMENT
Zoning Division

Luisa V Villa
Administrative Assistant

cc: **VERIZON WIRELESS, MS. JOSEPHINE CONDE**
MS. LAURA B BELLFLOWER
Josh Philpott, Senior Planner
Zoning File
MR. PAUL FREEMAN
MS. KIM MECKES CALLAZO

BOARD OF COUNTY COMMISSIONERS

Writer's Direct Dial Number: (239) 479-8365

Bob Janes
District One

Douglas R. St.
Cerny

Ray Judah
District Three

Tammy Hall
District Four

John E. Albion
District Five

Donald D. Stilwell
County Manager

James G. Yeager
County Attorney

Diana M. Parker
County Hearing
Examiner

August 03, 2005

MR. JASON LASKEY
5900 BROKEN SOUND PKWY NW
BOCA RATON, FL 33487

Re: VERIZON WIRELESS-THREE OAKS
SEZ2005-00012 - SET Application (Tower/Forest)

Dear MR. JASON LASKEY :

The Zoning Division has reviewed the information provided and supplemented for the zoning request referenced above. The application is now complete and the formal request has been drafted from your application as follows:

Special Exception request in the Commercial Planned Development (CPD) zoning category to allow a 135-foot tall stealth wireless communication facility (Flagpole) and ancillary equipment located at 18751 Three Oaks Parkway.

Please review this language carefully, and notify me in writing by August 17, 2005 whether or not this wording is satisfactory. The Staff Report is now being prepared. This request has been tentatively scheduled for public hearing before the Lee County Hearing Examiner on September 29, 2005. However, please note that this is a tentative date that is subject to change and that Lee County will be held harmless for any potential delay in effectuating compliance with the tentative hearing date.

MR. JASON LASKEY
RE: VERIZON WIRELESS-THREE OAKS
SEZ2005-00012
August 3, 2005
Page 2

Please contact me if you have any questions or if you would like to meet informally prior to the public hearings.

Sincerely,

DEPARTMENT OF COMMUNITY DEVELOPMENT
Zoning Division



Josh Philpott
Senior Planner

copy w/o attachments:

Dawn Lehnert, Assistant County Attorney
Pamela Houck, Division Director
Paul O'Connor, Planning
Kim Trebatoski, Environmental Sciences
Jamie Prining, DCD Admin
Zoning/SEZ Files



LEE COUNTY
SOUTHWEST FLORIDA

BOARD OF COUNTY COMMISSIONERS

Writer's Direct Dial Number: (239) 479-8365

Bob Janes
District One
Douglas R. St.
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Ray Judah
District Three

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District Five

Donald D. Stilwell
County Manager

James G. Yeager
County Attorney

Diana M. Parker
County Hearing
Examiner

April 27, 2005

MR. JASON LASKEY
5900 BROKEN SOUND PKWY NW
BOCA RATON, FL 33487

Re: VERIZON WIRELESS-THREE OAKS
SEZ2005-00012 - SET Application (Tower/Forest)

Dear MR. JASON LASKEY :

The Zoning Division has reviewed the information provided for the above zoning application. The Land Development Code requires additional information for the application to be complete. Please respond to each requirement not satisfied on the attached checklists. For your assistance, we have enclosed any additional memoranda from the various Lee County reviewing agencies.

A public hearing date will not be scheduled until a complete application is submitted. If you do not provide the requested supplements or corrections within 60 calendar days of this letter, this application will be considered withdrawn.

MR. JASON LASKEY
RE: VERIZON WIRELESS-THREE OAKS
SEZ2005-00012
April 27, 2005
Page 2

Please feel free to contact me or the staff reviewers if you have any questions.

Sincerely,

DEPARTMENT OF COMMUNITY DEVELOPMENT
Zoning Division



Josh Philpott
Planner

copy w/o attachments:

Dawn Lehnert, Assistant County Attorney
Pamela Houck, Division Director
Paul O'Connor, Planning
Kim Trebatoski, Environmental Sciences
Jamie Prining, DCD Admin
Zoning/SEZ Files

MR. JASON LASKEY
RE: VERIZON WIRELESS-THREE OAKS
SEZ2005-00012
April 27, 2005
Page 3

Special Exception Legal and General Requirements Checklist

5) Forms. Applications must be presented on the official forms provided by the department, or on county-approved computer-generated forms containing the same information. [34-201(b)(2)]

The application submitted is on an outdated application form dated 08/01/2003. Please redo the application using the current application forms. These forms are on the Lee County web site (forms updated 11/15/2004).
Thanks.

6a4) STRAP Numbers. The individual STRAP number for each parcel must be provided. [34-202(a)(1)]

Please explain why STRAP # 15-46-25-00-00005.102A is part of the request while (.1020) was left out from the application? Staff mapped the legal description for the Verizon Lease parcel on our GIS and find out that is located within STRAP # (.1020).

8) Contact. The Zoning Planner may be contacted regarding any questions on this Special Exception Legal and General Requirements Checklist.

Please contact Luis G. Machado, Planning / Zoning Technician at (239) 479-8485 or e-mail: lmachado@leegov.com

9) Miscellaneous Items.

Note: "Sufficiency or non-applicability of Legal Requirements subject to change upon review of subsequent resubmittals."

5) Coverage Area. A graphic representation and an accompanying statement of the site coverage area, design radius planned for the cell, and the geographic search area used to locate the proposed facility. This information is not required for collocated antennas. [34-1446(a)(5)]

Please provide the geographic search area.

10) Lee County Mosquito Control District Letter. A letter confirming review and recommendation from the Lee County Mosquito Control District for any wireless communications facility exceeding 35 feet. These letters are not required for surface-mounted or collocated antennas. [34-1446(a)(9)b.]

Please provide.

11) Lee County Sheriff's Department Letter. A letter confirming review and recommendation from the Lee County Sheriff's Department for any wireless communication facility exceeding 35 feet. These letters are not required for surface-mounted or collocated antennas. [34-1446(a)(9)b.]

Please provide.

MR. JASON LASKEY
RE: VERIZON WIRELESS-THREE OAKS
SEZ2005-00012
April 27, 2005
Page 4

12) Director of Public Safety Letter. A letter confirming review and recommendation from the Director of Public Safety for any wireless communications facility exceeding 35 feet. These letters are not required for surface-mounted or collocated antennas. [34-1446(a)(9)b.]

Please provide.

14) Photo simulations. Photo-simulated post-construction renderings of the proposed wireless communications facility, equipment enclosures, and ancillary appurtenances as they would look after construction from areas where the proposed wireless communications facility will be visible according to the balloon test and sight lines. [34-1446(a)(11)]

Please provide.

15) Shared use plan. Shared use plan or copy of an executed shared use plan for the existing facility. This information is not required for collocated antennas. [34-1446(a)(12)]

Please provide.

26b) Balloon test results. The graphic results of the balloon test conducted by the applicant pursuant to the requirements of subsection 34-1446(d). These documents are to be submitted after the application has been deemed complete and following the balloon test conducted in accordance with Section 34-1446(d) of the Land Development Code. [34-1446(b)(2)]

Please provide.

29) Contact. The reviewer may be contacted for additional information regarding this checklist.

Josh Philpott - (239) 479-8365



Josh SE22005-00012
7, 2002-00243

Direct Dial: 239-768-4377

Fax: 239-768-4912

April 6, 2005

ROBERT M. BALL, A.A.E.
EXECUTIVE DIRECTOR

DAVID M. OWEN
PORT AUTHORITY ATTORNEY

Verizon Wireless
C/o Josephine Conde & Jason Laskey
777 Yamato Road, Suite 600
Boca Raton, FL 33431

Dear Mr. Laskey:

BOARD OF
PORT COMMISSIONERS

JOHN E. ALBION

TAMMY HALL

BOB JAMES

RAY JUDAH

DOUGLAS R. ST. CERNY

RE: Lee County Tall Structures Review Application
135' AGL (153' AMSL) Monopole Stealth Communications Tower (Flagpole)
Three Oaks Town Center, 18751 Three Oaks Parkway, Ft. Myers, FL 33912
STRAP # 15-46-25-100-00005.1020

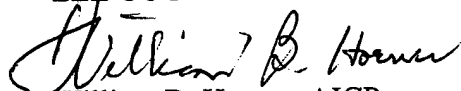
As requested, the Lee County Port Authority has reviewed the attached Tall Structures Review Application for a 135' above ground level (AGL) Stealth Communications Tower (Flagpole) permanent structure at the address above. The proposed project as described in the review application has been found to be in compliance with the *Lee County Land Development Code, Zoning Section 34-1008*, as amended, and is **approved** with the attached stipulations.

Note: A copy of the *signed* approved permit must be kept on the project site during construction. It is to be presented to any county, state or Port Authority representative, upon request, as proof of compliance.

If you have any questions regarding this matter, please feel free to contact this office.

Sincerely,

LEE COUNTY PORT AUTHORITY


William B. Horner, AICP
Principal Planner

WBH/ams
Attachment

RECEIVED
APR 07 2005

COMMUNITY DEVELOPMENT

C: Peter Eckenrode, Lee County Development Services
Tom Nichols, Operations
Paul H. Freeman

**LEE COUNTY PORT AUTHORITY
CONDITIONS/STIPULATIONS FOR THE ISSUANCE
OF A TALL STRUCTURE PERMIT
05/03-04**

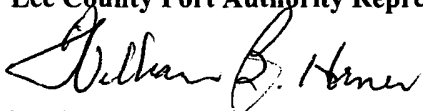
Project: 135' AGL (153' ASML) Monopole Stealth Communications Tower (Flagpole)
Permanent Antenna Structure
Location: 18751 Three Oaks Parkway, Ft. Myers, FL 33912
STRAP #: 15-46-25-100-00005.1020

The above project is approved for a Tall Structures Permit based on the following stipulations:

1. The above-referenced permanent antenna tower project will be constructed using materials or equipment and at the not-to-exceed height of 135' AGL (153' AMSL) and location (approximately 4.1 nautical miles WSW from the approach end of planned Southwest Florida International Airport (SWFIA) Runway 6R described on the attached Tall Structures Review Application.
2. This approval is valid through April 6, 2006. After that date, this approval will be null and void, unless this application is extended, revised, or this office approves a new application. Requests for a time extension must be received by this office at least 15 days before the expiration date.
3. Due to proximity to future SWFIA Runway 6R, any temporary construction crane used for this project must operate at the lowest practical height but must not exceed a height greater than 135' AGL/153' AMSL without additional approval from the Lee County Port Authority.
4. Any temporary crane must be marked in accordance with FAA Advisory Circular 70/7460-1K Change 1, 'Obstruction Marking and Lighting', Chapters 3 (Flagged by a stiffened, three foot square, aviation orange and white checkered flag at the highest point of crane during daytime hours) and 12. A copy of this Advisory Circular is available by calling the Port Authority at (239) 768-4377.
5. The crane must be lowered to the ground when not in use, during the hours between sunset and sunrise, and in inclement weather.
6. This permit in no way preempts or waives any law, ordinance or regulation of any other governmental body or agency.

Note: Permit must be posted on project site during construction to remain in compliance. It is to be presented to any county or Port Authority representative, upon request, as proof of compliance.

Granted this 6th day of April, 2005
Lee County Port Authority Representative



William B. Horner, Principal Planner

05103104

LEE COUNTY TALL STRUCTURES REVIEW APPLICATION

To: Planning Department
Lee County Port Authority

Date: March 8, 2005

Project: Verizon Wireless – Site#68914 – Three Oaks Town Center
DO #/ Building Permit Ref. # (circle one): to be submitted

The undersigned Owner/Lessee hereby requests a Tall Structures Review in accordance with the Lee County Land Development Code, Zoning Section 34-1008, as amended.

1. Location: Three Oaks Town Center, 18751 Three Oaks Parkway, Ft. Myers, FL 33912
STRAP Number: 15-46-25-100-00005.1020

IMPORTANT: A USGS 7.5 Quadrangle Map showing the exact location of the proposed project must be attached (USGS 7.5 Quadrangle Maps may be obtained from the Lee County Mapping office), unless exact Latitude/Longitude of project is given below:

North	Latitude-	<u>26</u> Degrees	<u>28</u> Minutes	<u>08.0</u> Seconds	NAD 83
West	Longitude-	<u>81</u> Degrees	<u>47</u> Minutes	<u>27.8</u> Seconds	NAD 83

2. Proposed Tall Structures

A. **TEMPORARY CRANE:**

Height N/A AGL Date(s) of Operation _____
Hours of Use ** _____

**Must coordinate with Lee County Port Authority prior to use.

B. **PERMANENT STRUCTURE:**

Type Construction Stealth Communications Tower (Flagpole)

Construction Materials Steele and fiberglass

Dimensions- at Base: 36 inches at Top: 24 inches

Height Above Ground Level 135 feet tall Elevation of site 18 feet

3. Property Owner:
Name Freeman Paul H Etal

Applicant:
Name Verizon Wireless,
c/o Josephine Conde & Jason Laskey

Address 19091 Tamiami Trail SE

Address 777 Yamato Road , Suite 600

Fort Myers, FL 33908

Boca Raton, FL 33431

Phone 239-267-8888

Phone 561-226-9359

Fax 561-995-5568

IF PERMIT SEEKER IS NOT LANDOWNER, attach a copy of the authorization to construct or lease on the land involved.

4. Construction Diagram: Attach hereto a scale drawing showing the size and dimensions of the proposed construction. **If cranes are to be used during the project, include the maximum crane height used during construction, dates and hours of operation, and shade in their envelope of maneuverability.**
5. Special considerations, if any:

I do solemnly swear (or affirm) that the statements and information contained herein and on the required supporting documents are true and correct.

Date: 3/8/05

Applicant Signature: _____

Print Applicant Name: _____

Jason Laskey
JASON LASKEY

Please forward this application, and direct any questions regarding the completion of this application, to the Lee County Port Authority, Planning Department, Southwest Florida International Airport, 16000 Chamberlin Parkway, Suite 8671, Fort Myers, FL 33913-8899, FAX 239-768-4912 or call 239-768-4377.

BELOW COMPLETED BY LEE COUNTY PORT AUTHORITY

LEE COUNTY PORT AUTHORITY
TALL STRUCTURES REVIEW/PERMIT

Date Reviewed April 6, 2005

DO #/ Building Permit Ref. # (circle one) N/A

Project: Verizon Tower Site #68914 - 135' AGL Stealth Flagpole

STRAP #: 15-46-25-00-00005.1020

The Lee County Port Authority has reviewed the above project and determined that the proposed development is:

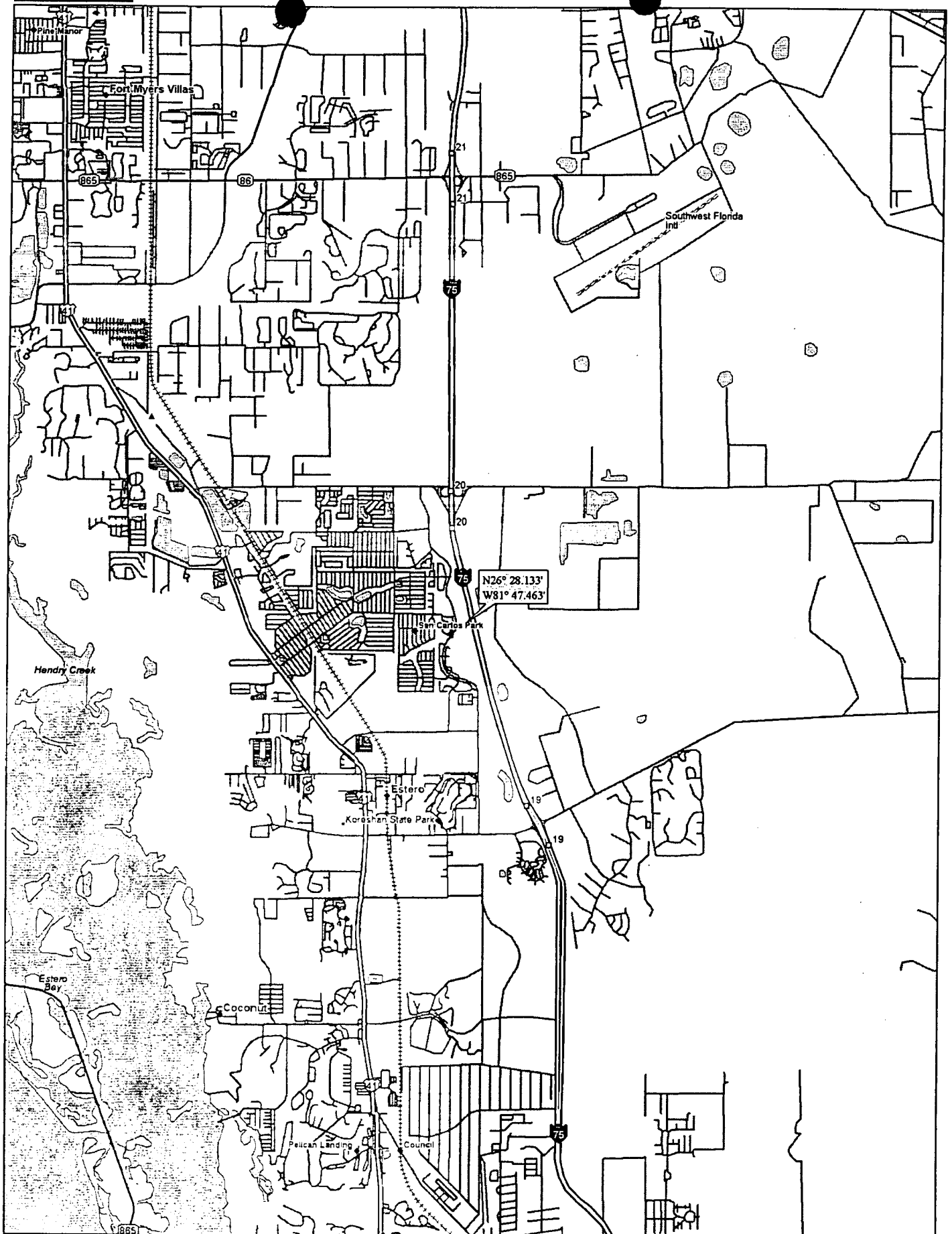
☒ Approved for a Tall Structures Permit and is in compliance with Zoning Section 34-1008 of the Lee County Land Development Code. This approval is conditional based on the attached stipulations.

☐ Disapproved for a Tall Structures Permit based on the following:

DATE

April 6, 2005

William B. Horner
LEE COUNTY PORT AUTHORITY REPRESENTATIVE



Date : 1/11/01

TO WHOM IT MAY CONCERN,

RE : FAA Type 2-C Survey

FOR : VERIZON WIRELESS
777 YAMATO ROAD, SUITE 600
BOCA RATON, FLORIDA 33431-5568

SITE : THREE OAKS TOWN CENTER, #68914
FT. MYERS
LEE COUNTY, FLORIDA

CENTER OF LEASE PARCEL :

NAD 1927:

26° 28' 06.7" NORTH LATITUDE
81° 47' 28.5" WEST LONGITUDE

NAD 1983:

26° 28' 08.0" NORTH LATITUDE
81° 47' 27.8" WEST LONGITUDE

PER GPS OBSERVATIONS ON 10/16/00

EXISTING GROUND ELEVATION = 18 FEET N.G.V.D. 1929

2-C ACCURACY SPECIFICATIONS :

HORIZONTAL : +/- 50 FEET

VERTICAL : +/- 20 FEET



MORGAN & EKLUND, INC.
PROFESSIONAL SURVEY CONSULTANTS

8745 U.S. HIGHWAY 1 1500 S.E. 3RD COURT
P.O. BOX 1420 SUITE 203
WABASSO, FL 32970 DEERFIELD BEACH, FL 33441
PHONE: (561) 388-5364 PHONE: (954) 421-6882
FAX: (561) 388-3165 FAX: (954) 421-0451

MORGAN & EKLUND, INC.

JOHN R. MORGAN II, PLS
REGISTERED LAND SURVEYOR NO. 35520
STATE OF FLORIDA

Quad Sheet : ESTERO, FLA
Commission No.: 3866.03

Lee County Planning Department
1500 Monroe Street
Fort Myers, FL 33901



Verizon Wireless
777 Yamato Road, Suite 600
Boca Raton, Florida 33431

RE: Power Level -Verizon Wireless Site#68914
Three Oaks Town Center
Subject Address: 18751 Three Oaks Parkway

SE2005-00012

Dear Madam/Sir:

Verizon Wireless and/or its affiliates ("Verizon Wireless") operate a PCS network authorized by the Federal Communications Commission (FCC) to provide state of the art digital wireless communications in many parts of the nation, including Florida. Verizon Wireless' operations and network are licensed and regulated by the FCC.

In an effort to provide seamless coverage and improve phone service, Verizon Wireless is proposing the construction of a wireless facility at the above referenced location.

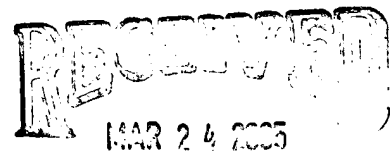
Verizon Wireless hereby certifies that the proposed installation referenced above will not cause interference with the use of properly functioning radios, televisions and/or telephone broadcasting and reception. In addition, Verizon Wireless shall certify that the antennas installed will be in compliance with all present and future promulgated safety laws, rules and regulations concerning electromagnetic emissions standards or similar safety standards for other communication transmissions.

The RF design, as proposed for the aforementioned site, is in compliance with all applicable FCC requirements. In addition, the proposed site meets all applicable ANSI/IEEE C95.1-1992 exposure levels, as adopted by the FCC requirements.

Sincerely,

Mariko M. Tolman

Mariko M. Tolman
Verizon Wireless Senior RF Engineer



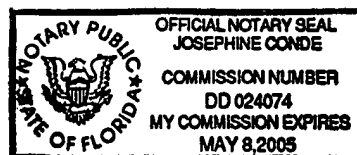
PERMIT COUNTER

State of Florida
County of Palm Beach

The foregoing instrument was acknowledged before me this 23 day of March by Mariko M. Tolman, as Senior RF Engineer of Verizon Wireless Personal Communications LP, a Delaware Limited Partnership, dba Verizon Wireless. She is personally known to me or has produced _____ as identification

(Printed/Typed/Stamped/Notary Name)

Josephine Conde
Official Notary Signature
Notary Public – State of Florida





LEE COUNTY
SOUTHWEST FLORIDA

BOARD OF COUNTY COMMISSIONERS

(239) 344-5400

Writer's Direct Dial Number: _____

Bob Janes
District One

March 17, 2005

Douglas R. St. Cerny
District Two

Ray Judah
District Three

Tammy Hall
District Four

John E. Albion
District Five

Donald D. Stilwell
County Manager

Diana M. Parker
County Hearing
Examiner

SBA Network Services, Inc.
Attn: Jason Laskey
Project Manager
5900 Broken Sound Pkwy NW
Boca Raton, FL 33487

SEZ 2005-00012

Dear Mr. Laskey:

Reference your letter of March 9, 2005 addressing the proposed installation of a 135' stealth communication tower at Three Oaks Town Center Shopping Plaza, 18751 Three Oaks Parkway, Ft. Myers, FL 33912, Coordinates: N26-28-8.0 / W81-47-27.8.

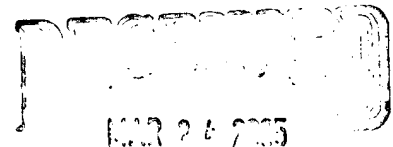
We have evaluated your request and find that the proposed installation will not interfere with Lee County Public Safety telecommunications operations. Therefore, we have no objection to the installation of this antenna structure.

Sincerely,

DIVISION OF PUBLIC SAFETY

Michael C. Bridges

Michael C. Bridges, Deputy Director



PERMIT COUNTER

cc: Holly Schwartz, Assistant County Manager
John Wilson, Director Public Safety
Mary Gibbs, Director Community Development

MAR 24 2005

PERMIT COUNTER

EGU BLVD N

FGCU BLVD S

1,100 Feet

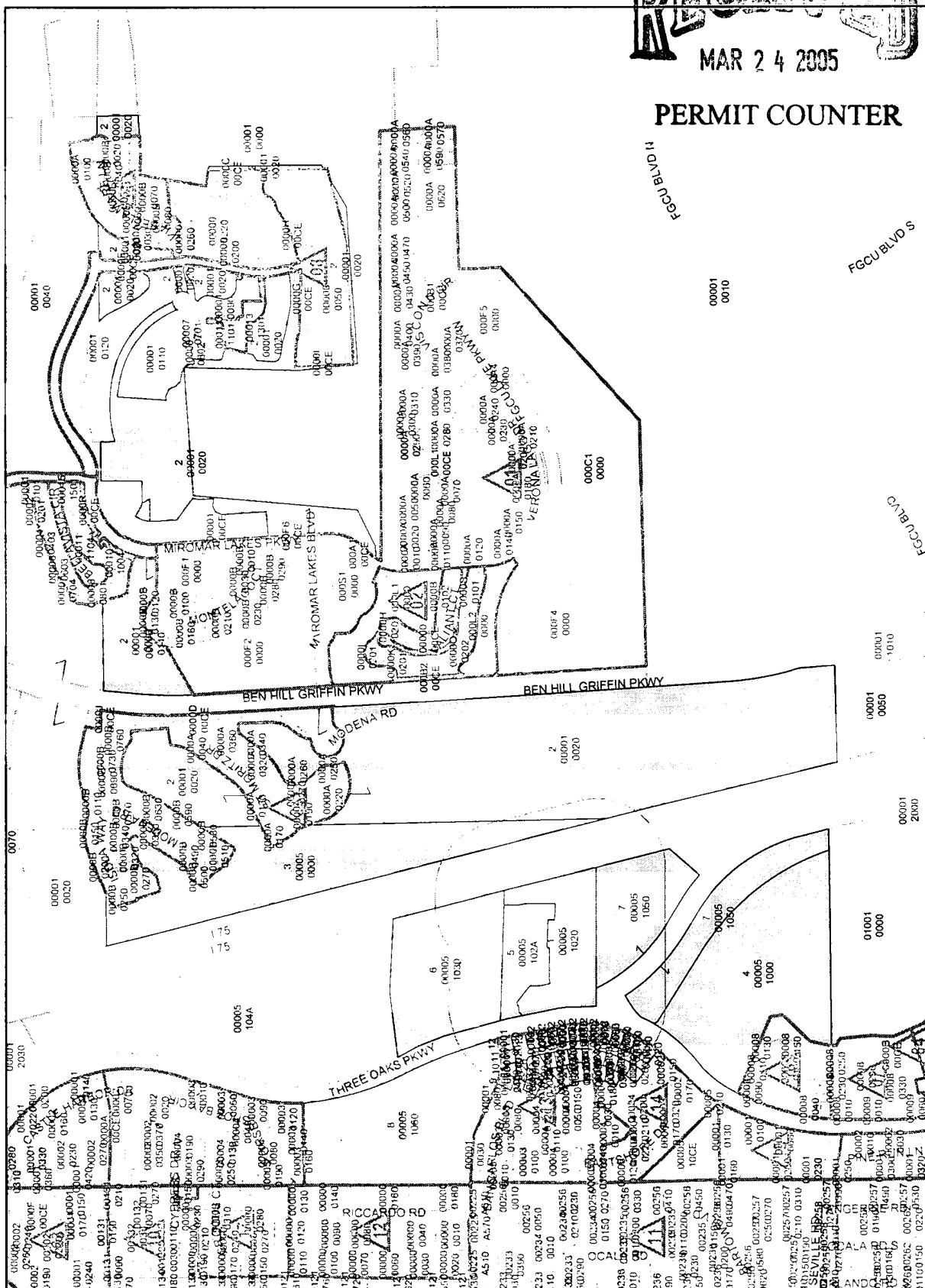
1,100 550 0

15-46-25-00-00005.1020

VARIANCE REPORT

3/17/2005

Subject Parcels : 1 Affected Parcels : 40 Buffer Distance : 500 ft





Lee County Property Appraiser

Kenneth M. Wilkinson, C.F.A.

GIS Department / Map Room

Phone: (239) 339-6159 • Fax: (239) 339-6139 • eMail: MapRoom@LeePA.org

VARIANCE REPORT

Date of Report: March 17, 2005
Buffer Distance: 500 ft
Parcels Affected: 40
Subject Parcel: 15-46-25-00-00005.1020

RECEIVED
MAR 24 2005

SE2005-00012

PERMIT COUNTER

<u>OWNER NAME AND ADDRESS</u>	<u>STRAP AND LOCATION</u>	<u>LEGAL DESCRIPTION</u>	<u>Map Index</u>
FREEMAN PAUL H ETAL ALAN C FREEMAN 19091 TAMiami TRL SE FT MYERS FL 33908	15-46-25-00-00005.1020 18801 THREE OAKS PKWY FORT MYERS FL 33912	S PART IN SE1/4 OF NE1/4 OF SE1/4 W OF I-75 E OF THREE OAKS PKWY	1
MIROMAR LAKES LLC 10801 CORKSCREW RD STE 305 ESTERO FL 33928	14-46-25-00-00001.0020 RESERVED FORT MYERS FL 33913	PARCEL LYING ON BOTH SIDES OF BEN HILL GRIFFIN PKWY DESC OR 3165 PG 1800 LESS SPLITS	2
MIROMAR LAKES LLC 10801 CORKSCREW RD STE 305 ESTERO FL 33928	15-46-25-00-00005.0000 GOLF COURSE FORT MYERS FL 33908	E 1/2 OF SEC 15 LESS I 75 R/W + PARL 5.100 LESS OR 3440 PG 3342	3
FREEMAN PAUL H ALAN C FREEMAN 13691 PONDVIEW CIRCLE NAPLES FL 34119	15-46-25-00-00005.1000 ACCESS UNDETERMINED FORT MYERS FL 33912	PT OF E1/2 SEC15 W OF I-75 LES 5.101 THRU 5.106 S/DS + RD R/W + LESS OR 4480/1893 LESS OR 4537/948 +954	4
FREEMAN PAUL H ETAL ALAN C FREEMAN 19091 TAMiami TRL SE FORT MYERS FL 33908	15-46-25-00-00005.102A 18731-51 THREE OAKS PKWY FORT MYERS FL 33912	N PART IN SE1/4 OF NE1/4 OF SE1/4 W OF I-75 E OF THREE OAKS PKWY	5
LEE COUNTY P O BOX 398 FORT MYERS FL 33902	15-46-25-00-00005.1030 18521 THREE OAKS PKWY FORT MYERS FL 33912	TH PT OF E1/2 SEC 15 LYING W OF I-75 DESC IN OR1931 PG2434	6
FREEMAN PAUL H ETAL 13691 PONDVIEW CIRCLE NAPLES FL 34119	15-46-25-00-00005.1050 18851 THREE OAKS PKWY FORT MYERS FL 33912	PAR IN SE 1/4 DES IN OR 2052 PG 0342 LESS R/W OR 4168/3093 + LESS OR 4537/954	7
LEE COUNTY DIST SCHOOL BOARD 2055 CENTRAL AVE FORT MYERS FL 33901	15-46-25-00-00005.1060 18500 THREE OAKS PKWY FORT MYERS FL 33912	PARL IN W1/2 OF E1/2 OF SEC DESC OR2252PG1101 + OR2252 PG1085 AKA SCHOOL TRACTS	8
NUEDLING JEFFERY J + PAMELA J 9303 SAN CARLOS BLVD FORT MYERS FL 33912	15-46-25-13-00001.0100 9303 SAN CARLOS BLVD FORT MYERS FL 33912	EASTGATE SAN CARLOS PINES PH 1 BLK 1 PB 33 PG 22 LOT 10	9
STEPHENS OWEN L + MARYANN T 9307 SAN CARLOS BLVD FORT MYERS FL 33912	15-46-25-13-00001.0110 9307 SAN CARLOS BLVD FORT MYERS FL 33912	EASTGATE SAN CARLOS PINES PH 1 BLK 1 PB 33 PG 22 LOT 11	10
REDBURN JOE A + LAURA M 9311 SAN CARLOS BLVD FORT MYERS FL 33912	15-46-25-13-00001.0120 9311 SAN CARLOS BLVD FORT MYERS FL 33912	EASTGATE SAN CARLOS PINES PH 1 BLK 1 PB 33 PG 22 LOT 12	11
RODRIGUEZ ROGELIO + SONDRÁ 9315 SAN CARLOS BLVD FORT MYERS FL 33912	15-46-25-13-00001.0130 9315 SAN CARLOS BLVD FORT MYERS FL 33912	EASTGATE SAN CARLOS PINES PH 1 BLK 1 PB 33 PG 22 LOT 13	12
BURKEE MICHAEL J 18481 SANDY COVE DR FT MYERS FL 33912	15-46-25-13-00002.0010 18481 SANDY COVE DR FORT MYERS FL 33912	EASTGATE SAN CARLOS PINES PH 1 BLK 2 PB 33 PG 22 LOT 1	13

<u>OWNER NAME AND ADDRESS</u>	<u>STRAP AND LOCATION</u>	<u>LEGAL DESCRIPTION</u>	<u>Map Index</u>
AMAR CHARLES J + JACKIE L 18485 SANDY COVE DR FT MYERS FL 33912	15-46-25-13-00002.0020 18485 SANDY COVE DR FORT MYERS FL 33912	EASTGATE SAN CARLOS PINES PH 1 BLK 2 PB 33 PG 22 LOT 2	14
MOORE ROBERT W + LORI LYNN 18489 SANDY COVE DR SE R-38 FT MYERS FL 33912	15-46-25-13-00002.0030 18489 SANDY COVE DR FORT MYERS FL 33912	EASTGATE SAN CARLOS PINES PH 1 BLK 2 PB 33 PG 22 LOT 3	15
GONZALEZ ESMERALDA 18493 SANDY COVE DR FT MYERS FL 33912	15-46-25-13-00002.0040 18493 SANDY COVE DR FORT MYERS FL 33912	EASTGATE SAN CARLOS PINES PH 1 BLK 2 PB 33 PG 22 LOT 4	16
SNYDER CLAYTON E + 2110 JAMESTOWN RD WINSTON SALEM NC 27106	15-46-25-13-00002.0050 18497 SANDY COVE DR FORT MYERS FL 33912	EASTGATE SAN CARLOS PINES PH 1 BLK 2 PB 33 PG 22 LOT 5	17
GILLESPIE JENIFFER R + P O BOX 531 ESTERO FL 33928	15-46-25-13-00002.0060 18501 SANDY COVE DR FORT MYERS FL 33912	EASTGATE SAN CARLOS PINES PH 1 BLK 2 PB 33 PG 22 LOT 6	18
BRUMLEY MICHAEL L + KATHY T 18505 SANDY COVE DR SE FT MYERS FL 33912	15-46-25-13-00002.0070 18505 SANDY COVE DR FORT MYERS FL 33912	EASTGATE SAN CARLOS PINES PH 1 BLK 2 PB 33 PG 22 LOT 7	19
BRUNO REGINALD + 9307 MOORING CIR FORT MYERS FL 33912	15-46-25-13-00003.0010 9307 MOORING CIR FORT MYERS FL 33912	EASTGATE SAN CARLOS PINES PH 1 BLK 3 PB 33 PG 22 LOT 1	20
MERRITT KIMBERLY S + JOHN R 9305 MOORING CIR FORT MYERS FL 33912	15-46-25-13-00003.0020 9305 MOORING CIR FORT MYERS FL 33912	EASTGATE SAN CARLOS PINES PH 1 BLK 3 PB 33 PG 22 LOT 2	21
WILSON JOHN H + CARMEN A 9303 MOORING CIR FT MYERS FL 33912	15-46-25-13-00003.0030 9303 MOORING CIR FORT MYERS FL 33912	EASTGATE SAN CARLOS PINES PH 1 BLK 3 PB 33 PG 22 LOT 3	22
NELSON B J 9299 MOORING CIR FORT MYERS FL 33912	15-46-25-13-00003.0040 9299 MOORING CIR FORT MYERS FL 33912	EASTGATE SAN CARLOS PINES PH 1 BLK 3 PB 33 PG 22 LOT 4	23
CLOUTHIER LARRY + ANTOINETTE 17601 SW 18TH ST MIRAMAR FL 33029	15-46-25-13-00003.0180 9302 SAN CARLOS BLVD FORT MYERS FL 33912	EASTGATE SAN CARLOS PINES PH 1 BLK 3 PB 33 PG 22 LOT 18	24
ELLIOTT EDWARD P + CHERYL E 9306 SAN CARLOS BLVD SE FT MYERS FL 33912	15-46-25-13-00003.0190 9306 SAN CARLOS BLVD FORT MYERS FL 33912	EASTGATE SAN CARLOS PINES PH 1 BLK 3 PB 33 PG 22 LOT 19	25
BALLWEG ANTHONY P 18484 SANDY COVE DR FORT MYERS FL 33912	15-46-25-13-00003.0200 18484 SANDY COVE DR FORT MYERS FL 33912	EASTGATE SAN CARLOS PINES PH 1 BLK 3 PB 33 PG 22 LOT 20	26
PATTON ELIZABETH B 18488 SANDY COVE DR SE FT MYERS FL 33912	15-46-25-13-00003.0210 18488 SANDY COVE DR FORT MYERS FL 33912	EASTGATE SAN CARLOS PINES PH 1 BLK 3 PB 33 PG 22 LOT 21	27
LAPOINTE PATRICK THOMAS 18494 SANDY COVE DR FT MYERS FL 33912	15-46-25-13-00003.0220 18494 SANDY COVE DR FORT MYERS FL 33912	EASTGATE SAN CARLOS PINES PH 1 BLK 3 PB 33 PG 22 LOT 22	28
ANDERSEN ROBERT 18498 SANDY COVE DR FORT MYERS FL 33912	15-46-25-13-00003.0230 18498 SANDY COVE DR FORT MYERS FL 33912	EASTGATE SAN CARLOS PINES PH 1 BLK 3 PB 33 PG 22 LOT 23	29
ASPERAS MADELYN D 17 GATON LN CORAM NY 11727	15-46-25-13-00003.0240 18502 SANDY COVE DR FORT MYERS FL 33912	EASTGATE SAN CARLOS PINES PH 1 BLK 3 PB 33 PG 22 LOT 24	30
CARL GAIL E 18509 SANDY COVE DR FORT MYERS FL 33912	15-46-25-14-00002.0080 18509 SANDY COVE DR FORT MYERS FL 33912	EASTGATE SAN CARLOS PINES PH 2 BLK 2 PB 36 PG 65 LOT 8	31

<u>OWNER NAME AND ADDRESS</u>	<u>STRAP AND LOCATION</u>	<u>LEGAL DESCRIPTION</u>	<u>Map Index</u>
BROTHERTON SHARON E 18513 SANDY COVE DR FORT MYERS FL 33912	15-46-25-14-00002.0090 18513 SANDY COVE DR FORT MYERS FL 33912	EASTGATE SAN CARLOS PINES PH 2 BLK 2 PB 36 PG 65 LOT 9	32
BERNABEI MARNNI E 18517 SANDY COVE DR FORT MYERS FL 33912	15-46-25-14-00002.0100 18517 SANDY COVE DR FORT MYERS FL 33912	EASTGATE SAN CARLOS PINES PH 2 BLK 2 PB 36 PG 65 LOT 10	33
BOWDITCH JEFFREY L + TRUDY J 18521 SANDY COVE DR FORT MYERS FL 33912	15-46-25-14-00002.0110 18521 SANDY COVE DR FORT MYERS FL 33912	EASTGATE SAN CARLOS PINES PH 2 BLK 2 PB 36 PG 65 LOT 11	34
LA THANH 44 NAVY ST #6 VENICE CA 90291	15-46-25-14-00002.0120 18525 SANDY COVE DR FORT MYERS FL 33912	EASTGATE SAN CARLOS PINES PH 2 BLK 2 PB 36 PG 65 LOT 12	35
PALMER KEVIN L + KIMBERLY L 18508 SANDY COVE DR FORT MYERS FL 33905	15-46-25-14-00003.0250 18508 SANDY COVE DR FORT MYERS FL 33912	EASTGATE SAN CARLOS PINES PH 2 BLK 3 PB 36 PG 65 LOT 25	36
TVEDT RONALD L + BARBARA A 18514 SANDY COVE DR SE FT MYERS FL 33912	15-46-25-14-00003.0260 18514 SANDY COVE DR FORT MYERS FL 33912	EASTGATE SAN CARLOS PINES PH 2 BLK 3 PB 36 PG 65 LOT 26	37
JONES BEVERLY SUE 18520 SANDY COVE DR FT MYERS FL 33912	15-46-25-14-00003.0270 18520 SANDY COVE DR FORT MYERS FL 33912	EASTGATE SAN CARLOS PINES PH 2 BLK 3 PB 36 PG 65 LOT 27	38
CIOLINO JOHN M + CAROL E 18524 SANDY COVE DR FORT MYERS FL 33912	15-46-25-14-00003.0280 18524 SANDY COVE DR FORT MYERS FL 33912	EASTGATE SAN CARLOS PINES PH 2 BLK 3 PB 36 PG 65 LOT 28	39
STIAK RICHARD A + GAIL S 9319 MOORING CIRCLE FT MYERS FL 33912	15-46-25-14-00003.0380 9319 MOORING CIR FORT MYERS FL 33912	EASTGATE SAN CARLOS PINES PH 2 BLK 3 PB 36 PG 65 LOT 38	40
STILSON ERIC J 17557 ALLENTOWN RD FORT MYERS FL 33912	15-46-25-14-00003.0390 9315 MOORING CIR FORT MYERS FL 33912	EASTGATE SAN CARLOS PINES PH 2 BLK 3 PB 36 PG 65 LOT 39	41

41 RECORDS PRINTED



COURTESY NOTICE TO ADJACENT PROPERTY OWNERS OF RECEIPT OF ZONING APPLICATION

Date: April 5, 2005

Case Number: SEZ2005-00012

Case Name: VERIZON WIRELESS-THREE OAKS

Request: Special Exception request in the Commercial Planned Development (CPD) zoning category to allow a 149-foot tall stealth wireless communication facility (Flagpole) and ancillary equipment located at 18751 Three Oaks Parkway.

Location: 18751 Three Oaks Parkway

PROPERTY OWNER'S
REPRESENTATIVE: MR. JASON LASKEY

Lee County Planner: Josh Philpott
(239) 479-8365

The file may be reviewed Monday through Friday between the hours of 7:30 a.m. and 4:30 p.m. at the Lee County Development Services Division, 1500 Monroe St., Fort Myers, FL 33901. Call 239/479-8585 for additional information.

This is a courtesy notice. A public hearing date has not yet been set. You will receive another notice once the hearing date and time have been established.

JMP

15-46-25-00-00005.1020
FREEMAN PAUL H ETAL
ALAN C FREEMAN
19091 TAMIAMI TRL SE
FT MYERS, FL 33908

15-46-25-00-00005.0000
MIROMAR LAKES LLC
10801 CORKSCREW RD STE 305
ESTERO, FL 33928

15-46-25-00-00005.102A
FREEMAN PAUL H ETAL
ALAN C FREEMAN
19091 TAMIAMI TRL SE
FORT MYERS, FL 33908

15-46-25-00-00005.1050
FREEMAN PAUL H ETAL
13691 PONDVIEW CIRCLE
NAPLES, FL 34119

15-46-25-13-00001.0100
NUEDLING JEFFERY J + PAMELA J
9303 SAN CARLOS BLVD
FORT MYERS, FL 33912

15-46-25-13-00001.0120
REDBURN JOE A + LAURA M
9311 SAN CARLOS BLVD
FORT MYERS, FL 33912

15-46-25-13-00002.0010
BURKEE MICHAEL J
18481 SANDY COVE DR
FT MYERS, FL 33912

15-46-25-13-00002.0030
MOORE ROBERT W + LORI LYNN
18489 SANDY COVE DR SE R-38
FT MYERS, FL 33912

15-46-25-13-00002.0050
SNYDER CLAYTON E +
2110 JAMESTOWN RD
WINSTON SALEM, NC 27106

15-46-25-13-00002.0070
BRUMLEY MICHAEL L + KATHY T
18505 SANDY COVE DR SE
FT MYERS, FL 33912

14-46-25-00-00001.0020
MIROMAR LAKES LLC
10801 CORKSCREW RD STE 305
ESTERO, FL 33928

15-46-25-00-00005.1000
FREEMAN PAUL H
ALAN C FREEMAN
13691 PONDVIEW CIRCLE
NAPLES, FL 34119

15-46-25-00-00005.1020
LEE COUNTY DIST SCHOOL BOARD
2055 CENTRAL AVE
FORT MYERS, FL 33901

15-46-25-00-00005.1060
LEE COUNTY DIST SCHOOL BOARD
2055 CENTRAL AVE
FORT MYERS, FL 33901

15-46-25-13-00001.0110
STEPHENS OWEN L + MARYANN T
9307 SAN CARLOS BLVD
FORT MYERS, FL 33912

15-46-25-13-00001.0130
RODRIGUEZ ROGELIO + SONDRAL
9315 SAN CARLOS BLVD
FORT MYERS, FL 33912

15-46-25-13-00002.0020
AMAR CHARLES J + JACKIE L
18485 SANDY COVE DR
FT MYERS, FL 33912

15-46-25-13-00002.0040
GONZALEZ ESMERALDA
18493 SANDY COVE DR
FT MYERS, FL 33912

15-46-25-13-00002.0060
GILLESPIE JENIFFER R +
P O BOX 531
ESTERO, FL 33928

15-46-25-13-00003.0010
BRUNO REGINALD +
9307 MOORING CIR
FORT MYERS, FL 33912

15-46-25-13-00003.0020
MERRITT KIMBERLY S + JOHN R
9305 MOORING CIR
FORT MYERS, FL 33912

15-46-25-13-00003.0040
NELSON B J
9299 MOORING CIR
FORT MYERS, FL 33912

15-46-25-13-00003.0190
ELLIOTT EDWARD P + CHERYL E
9306 SAN CARLOS BLVD SE
FT MYERS, FL 33912

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FORT MYERS, FL 33912

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18517 SANDY COVE DR
FORT MYERS, FL 33912

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LA THANH
44 NAVY ST #6
VENICE, CA 90291

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FT MYERS, FL 33912

15-46-25-14-00003.0280
CIOLINO JOHN M + CAROL E
18524 SANDY COVE DR
FORT MYERS, FL 33912

15-46-25-13-00003.0030
WILSON JOHN H + CARMEN A
9303 MOORING CIR
FT MYERS, FL 33912

15-46-25-13-00003.0180
CLOUTHIER LARRY + ANTOINETTE
17601 SW 18TH ST
MIRAMAR, FL 33029

15-46-25-13-00003.0200
BALLWEG ANTHONY P
18484 SANDY COVE DR
FORT MYERS, FL 33912

15-46-25-13-00003.0220
LAPOINTE PATRICK THOMAS
18494 SANDY COVE DR
FT MYERS, FL 33912

15-46-25-13-00003.0240
ASPERAS MADELYN D
17 GATON LN
CORAM, NY 11727

15-46-25-14-00002.0090
BROTHERTON SHARON E
18513 SANDY COVE DR
FORT MYERS, FL 33912

15-46-25-14-00002.0110
BOWDITCH JEFFREY L + TRUDY J
18521 SANDY COVE DR
FORT MYERS, FL 33912

15-46-25-14-00003.0250
PALMER KEVIN L + KIMBERLY L
18508 SANDY COVE DR
FORT MYERS, FL 33905

15-46-25-14-00003.0270
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18520 SANDY COVE DR
FT MYERS, FL 33912

15-46-25-14-00003.0380
STIAK RICHARD A + GAIL S
9319 MOORING CIRCLE
FT MYERS, FL 33912

15-46-25-14-00003.0390
STILSON ERIC J
17557 ALLENTOWN RD
FORT MYERS, FL 33912



Neal Noethlich (*San Carlos/Estero)
ECCO
20225 Wildcat Run Drive
Estero, FL 33928

Meg Judge, Chairman of the Board (*San Carlos/Estero)
Estero Chamber of Commerce
P.O. Box 588
Estero, FL 33928

Vanasse & Daylor (*San Carlos/Estero)
Corkscrew Road Service Area (CRSA)
12730 New Brittany Blvd., Suite 600
Ft. Myers, FL 33907

