

THIRD AMENDMENT TO LEASE AND OPERATING AGREEMENT

This **THIRD AMENDMENT TO LEASE AND OPERATING AGREEMENT** (the "**Third Amendment**") is entered into and effective as of this 6th day of April, 2004, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, an agency of the state of Florida, (the "**DOT**") and **LODESTAR TOWERS, INC.**, a Florida corporation (the "**Lessee**").

RECITALS

- A. By that certain State Of Florida Department Of Transportation Lease And Operating Agreement For Commercial Wireless Telecommunications dated March 25, 1999, as amended by that certain Amendment (Amendment Number 1) bearing an amendment execution date of November 30, 1999; and that certain Second Amendment dated as of August 1, 2003 (as amended, the "**Agreement**"), DOT granted certain rights to Lessee to lease DOT Property, including, but not limited to rights-of-way, to make such properties available to the wireless industry.
- B. At the time of the entry into the Agreement, DOT and Lessee had intended that the permitted use by the Lessee would encompass subleasing or licensing by Lessee to any subsequent person or entity that wishes to construct and/or operate Communications Equipment on or from Telecommunications Sites.
- C. Given the emergence of new technologies and the use of wireless frequencies by entities which under the terms of the Agreement are neither a Telecommunications Company nor a wireless provider of mobile services, such other entities were inadvertently excluded from the scope of the Agreement although such other entities also provide wireless services.
- D. DOT and Lessee now desire to broaden the express scope of the Agreement to include, in addition to Telecommunications Companies and wireless providers of mobile services, any subsequent entity that wishes to construct and/or operate Communications Equipment on or from Telecommunications Sites, all in accordance with the terms and conditions hereinafter provided.

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) in hand paid by Lessee to DOT and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Agreement is hereby amended as follows:

1. **Amendment of Section I.3.** Section I.3 of the Agreement, the definition of "Sublessees/Licensees," is hereby deleted in its entirety and replaced by the following:

" 3. "Sublessees/Licensees" shall mean the wireless providers of mobile services, Telecommunications Companies and other entities transmitting and/or receiving wireless or radio frequencies, all using wireless technology, that have entered into subleases or licenses with the LESSEE to place their Communications Equipment at a Telecommunications Facility, DOT Structure or to construct a Telecommunications Facility."

2. **Amendment of Section III.C.** Section III.C. of the Agreement is hereby amended by appending the following to the end of the sentence: "and any other entity transmitting and/or receiving wireless or radio frequencies."

3. **Entirety / Amendment.** The Agreement (and all exhibits and prior amendments thereto), as modified by this Third Amendment, contains the entire understanding of the parties with respect to the matters covered by the Agreement, and no other agreement, statement or promise made by any party or to

any employee, officer, or agent of any party which is not contained in this Agreement, as amended, shall be binding or valid. No provision of this Third Amendment may be amended or added to except by an agreement in writing signed by the parties hereto.

4. **Successors and Assigns.** This Third Amendment shall be binding upon the successors, assigns and legal representatives of the Lessee and DOT.

5. **Governing Law.** This Third Amendment and the performance hereunder shall be governed, interpreted, construed and regulated by the laws of the state of Florida.


6. **Headings.** Headings in this Third Amendment are included for the convenience of reference only and shall not constitute as a part of this Third Amendment.

7. **Capitalized Terms.** Capitalized terms not defined in this Third Amendment shall have the meanings ascribed thereto in the Agreement.

8. **Counterparts.** This Third Amendment may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Third Amendment to be executed in their respective names, the day, month and year first above written.

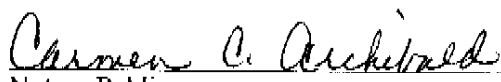
LODESTAR TOWERS, INC.
a Florida corporation

By: 
Name: Dale A. Carey
Its: President - Wireless Division

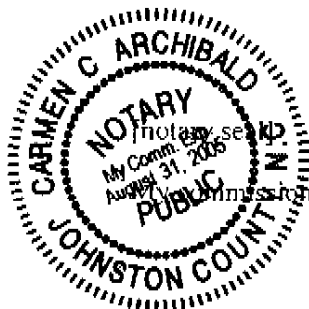
STATE OF NORTH CAROLINA

COUNTY OF WAKE

The foregoing instrument was acknowledged before me this the 30th day of March, 2004, by Dale A. Carey, as President - Wireless Division for Lodestar Towers, Inc., who is personally known to me, and that he acknowledged executing the same on behalf of Lodestar Towers, Inc.


Notary Public

My Commission expires: August 31, 2005



FLORIDA DEPARTMENT OF TRANSPORTATION
an agency of the state of Florida

By: José Abreu
Secretary

Olivera H. Jouse
Witness

Maurice Bradley
Witness

STATE OF FLORIDA

COUNTY OF LEON

I hereby certify that on this day, before me, an officer duly authorized in the state of Florida aforesaid and in the county aforesaid to take acknowledgements, personally appeared José Abreu, well-known to me to be the Secretary of the Florida Department of Transportation, who is personally known to me, and that he acknowledged executing the same on behalf of the State of Florida in the presence of two subscribing witnesses freely and voluntary under authority duly vested in him by said state.

Witness my hand and official seal in the county and state last aforesaid this the 6th day of April, 2004.



Terry Rocco
Notary

Name: _____

Commission Number: _____

My commission expires: _____

FOR DOT USE ONLY

Contractual Service Office

General Counsel's office

Florida Department of Transportation
Comptroller's Office

SECOND AMENDMENT TO LEASE AND OPERATING AGREEMENT

This **SECOND AMENDMENT TO LEASE AND OPERATING AGREEMENT** (the "**Second Amendment**") is entered into and effective as of this 1st day of ~~July~~ ^{August}, 2003, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, an agency of the state of Florida, (the "**DOT**") and **LODESTAR TOWERS, INC.**, a Florida corporation (the "**Lessee**").

RECITALS

- A. By that certain State Of Florida Department Of Transportation Lease And Operating Agreement For Commercial Wireless Telecommunications dated March 25, 1999, as amended by that certain Second amendment bearing an amendment execution date of November 30, 1999, (as amended, the "**Agreement**"), DOT granted certain rights to Lessee to lease DOT Property, including, but not limited to rights-of-way, to make such properties available to the wireless industry.
- B. Lessee has been negotiating with various potential Sublessees/Licensees regarding the opportunity to locate such potential Sublessees'/Licensees' wireless telecommunications facilities on DOT Property pursuant to site agreements, which are subject to the terms and conditions of the Agreement.
- C. At least one potential Sublessee/Licensee has stated that certain of the insurance and other provisions of the Agreement render the Agreement unacceptable to it in its current form to the extent that the Agreement affects such Sublessee/Licensee, and therefore the parties hereto desire to modify and amend the Agreement to make it more acceptable to potential Sublessees/Licensees, all in accordance with the terms and conditions hereinafter provided.

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) and hand paid by Lessee to DOT and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Agreement is hereby amended as follows:

1. Amendment of Section X.A.

a. Section X.A. of the Agreement is hereby deleted in its entirety and replaced with the following:

A. Description of Insurance Required. The LESSEE shall, at its own expense procure and maintain throughout the duration of this AGREEMENT with insurers which shall have and maintain throughout the period for which coverage is required, a Best's rating of "A-" or better and a Financial Size Category of "VII" or better according to A.M. Best Company, the types and amounts of insurance conforming to the minimum requirements set forth herein. The LESSEE shall not commence Work or enter upon the Premises, until the required insurance is in force and a certificate of insurance evidencing the existence of such insurance acceptable to the DOT has been provided to and approved by the DOT. With respect to the Workers' Compensation Insurance, General Liability Insurance, Automobile Liability Insurance and Professional Liability Insurance, an appropriate Certificate of Insurance (which verifies inclusion of the DOT as an Additional Insured in the General Liability Coverage and includes thirty (30) days written notice of cancellation to DOT for all coverages) shall be satisfactory evidence of insurance. With respect to Property Insurance, an appropriate Evidence of Property Insurance form (ACORD Form 27 or equivalent thereof) shall be satisfactory evidence of insurance. With respect to all insurance requirements, upon fifteen (15) days' prior written notice, DOT shall have the right to review, inspect and evaluate each policy

(without copying such policies) to determine whether the policies required hereunder conform to the requirements of this Agreement at the United States corporate headquarters of LESSEE (or with respect to the review of such policies of a Sublessee/Licensee, at the United States corporate headquarters of such Sublessee/Licensee), DOT being under an obligation to maintain the confidentiality of such insurance policies. Until such insurance is no longer required by this AGREEMENT, the LESSEE shall provide the DOT with renewal or replacement evidence of insurance at least ten (10) days before the expiration or termination of such prior insurance.

b. Section X.A.(iv) of the Agreement is hereby amended by deleting the following sentences therefrom:

"The DOT shall be an insured on this policy. The maximum deductible for any peril other than windstorm shall be \$5,000.00 per occurrence. The maximum deductible for windstorm shall be the greater of 4% of the estimated insurable replacement value or \$25,000.00."

c. Section X.A.(v) of the Agreement is hereby clarified by acknowledging that a vendor of Lessee or Sublessee/Licensee actually performing engineering, architectural and/or land surveying work and which provides professional liability insurance in the minimum amount set forth in section X.A.(v) of the Agreement and otherwise complies with the provisions thereof shall fulfill the obligation of the Lessee and the Sublessee/Licensee to procure and maintain such insurance under this section.

2. **Amendment of Section X.G.** Section X.G. of the Agreement is hereby amended by the insertion of the word "reasonably" between the words "to" and "adjust."

3. **Amendment of Section XVII.C.** A new Section XVII.C.4 is added to the Agreement as follows:

"4. Notwithstanding anything in this Section XVII.C or in Section VII.B.2. to the contrary, to the extent one or more Federal laws, statutes, rules, regulations or judicial and administrative decisions may pre-empt the right of a state or local governmental authorities or agencies to regulate a particular matter, including, but not limited to, radio frequency exposure limits and electromagnetic energy emissions, then LESSEE and any Sublessees/Licensees shall not be obligated to comply with any statutes, rules, regulations, judicial and administrative decisions of any state or local governmental authorities or agencies to the extent that such matter is pre-empted by Federal laws, statutes, rules, regulations or judicial and administrative decisions."

4. **Entirety / Amendment.** The Agreement (and all exhibits and prior amendments thereto), as modified by this Second Amendment, contains the entire understanding of the parties with respect to the matters covered by the Agreement, and no other agreement, statement or promise made by any party or to any employee, officer, or agent of any party which is not contained in this Agreement, as amended, shall be binding or valid. No provision of this Second Amendment may be amended or added to except by an agreement in writing signed by the parties hereto.

5. **Successors and Assigns.** This Second Amendment shall be binding upon the successors, assigns and legal representatives of the Lessee and the DOT.

6. **Governing Law.** This Second Amendment and the performance hereunder shall be governed, interpreted, construed and regulated by the laws of the state of Florida.

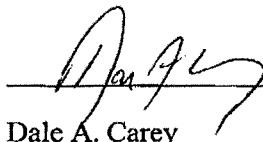
7. **Headings.** Headings in this Second Amendment are included for the convenience of reference only and shall not constitute as a part of this Second Amendment.

8. **Capitalized Terms.** Capitalized terms not defined in this Second Amendment shall have the meanings ascribed thereto in the Agreement.

9. **Counterparts.** This Second Amendment may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one instrument.


IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to be executed in their respective names, the day, month and year Second above written.

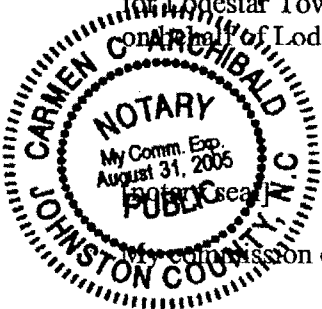
LODESTAR TOWERS, INC.
a Florida corporation

By: 
Name: Dale A. Carey
Its: President – Leasing Division

STATE OF NORTH CAROLINA
COUNTY OF WAKE

The foregoing instrument was acknowledged before me this the 14th day of July, 2003, by Dale A. Carey, as President - Leasing Division for Lodestar Towers, Inc., who is personally known to me, and that he acknowledged executing the same on behalf of Lodestar Towers, Inc.


Notary Public



My commission expires: August 31, 2005

FLORIDA DEPARTMENT OF TRANSPORTATION
an agency of the state of Florida

By:

José Abreu
Secretary

Maureen Bradley
Witness

Vicki J. Schiffer
Witness

STATE OF FLORIDA

COUNTY OF LEON

I hereby certify that on this day, before me, an officer duly authorized in the state of Florida aforesaid and in the county aforesaid to take acknowledgements, personally appeared José Abreu, well-known to me to be the Secretary of the Florida Department of Transportation, who is personally known to me, and that he acknowledged executing the same on behalf of the State of Florida in the presence of two subscribing witnesses freely and voluntary under authority duly vested in him by said state.

Witness my hand and official seal in the county and state last aforesaid this the 1st day of August, 2003.



Doris Paul
Notary

Name: Doris Paul

Commission Number: DD050183

My commission expires: 8-14-05

[Signature]
Contractual Service Office

FOR DOT USE ONLY

[Signature]
General Counsel's office

Robin M. Nafar
Florida Department of Transportation
Comptroller's Office



Florida Department of Transportation

JEB BUSH
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JOSÉ ABREU
SECRETARY

MEMORANDUM:

DATE: June 23, 2003

TO: Cris Speer, Assistant Secretary for Finance and Administration
Ken Morefield, Assistant Secretary for Transportation Policy
Sarah Strickland, Chief of Staff

FROM: José Abreu, Secretary

COPIES: Executive Committee, Personnel, Legal

SUBJECT: DELEGATION OF AUTHORITY FOR SECRETARY JOSÉ ABREU

You are delegated signature and approval authority anytime during my absence from the office. *This delegation will remain in effect until rescinded by me.* In the event all of you are out of the office, signature authority is delegated to Ysela Llort, Marion Hart, Freddie Simmons and Annette Dann, respectively.

Signature should be made in your name "for the Secretary of Transportation."

All documents requiring signature and/or approval under this delegation should be forwarded to my office for proper coordination/logging prior to signing. *In addition, please ensure my office receives a "reading file" copy of all correspondence (letters and memos) you sign for me.*

JA: mb

State of Florida Department of Transportation

AMENDMENT
TO
LEASE AND OPERATING AGREEMENT
FOR COMMERCIAL WIRELESS TELECOMMUNICATIONS

Amendment Number 1 Amendment Execution Date: Nov. 30, 1999

Consultant Name Lodestar Towers, Inc.

Purpose of Amendment: Changes to Technical Specifications

The terms of the above referenced agreement, dated March 25, 1999, are hereby amended as follows:

1. In Paragraph 15 (Technical Specifications) on Page 3 of the Agreement, the term "Exhibit B" is changed to "Exhibit A".
2. In the first paragraph of Section 1.2.11 (Equipment Enclosure) of Exhibit A, the second sentence is changed to read as follows: "Either a walk in shelter(s) and/or weatherproof cabinets will be permissible." In addition, the last sentence is deleted and replaced with the following: "For new tower locations up to four shelters will be allowed as site conditions permit."
3. In the second paragraph of Section 2.2.1 (Tower Strength Review) of Exhibit A, the last sentence which reads "Beam width for 8 ft (2.4 meter) dish is 0.65 degrees" is deleted. In addition, the following sentence is added at the end of the paragraph: "The Department will consider relaxing the wind speed requirement from 120 MPH on a case by case basis provided that the LESSEE develop and agree to an adequate plan to mitigate the loss of communications should the tower fail".
4. In the Table of Turnpike Locations in Appendix B of Exhibit A, add the following towers as being available for use by LESSEE.

Location	Latitude	Longitude	TWRHT	Mile Post
Orlando South	28-25-46	81-24-08	350	254
Kenansville	27-51-55	81-00-56	370	207

5. In the Table of Maintenance/Construction Yard Locations in Appendix B of Exhibit A, delete the following towers as being available for use by LESSEE.

Location	Latitude	Longitude	TWRHT	County
Ft. Myers	26-40-57	81-54-36	300	Lee
Perry	30-05-30	83-43-30	270	Taylor
Gainesville	29-46-18	81-40-05	450	Alachua
Daytona Beach	29-11-58	81-02-15	175	Volusia
Big Pine Key	24-04-28	81-21-40	205	Monroe
South Dade	25-37-53	80-23-09	320	Dade
Dade EOC	25-42-47	80-20-17	30	Dade
Tampa	28-03-00	82-24-54	180	Hillsborough
Quincy	30-34-43	84-33-40	60	Gadsden
Dade City	28-21-11	82-12-55	60	Pasco
Plant City	28-01-48	82-08-05	60	Hillsborough
Skyway Bridge	27-42-15	82-40-50	18	Pinellas

Except as hereby modified, amended, or changed, all of the terms and conditions of said original agreements and any amendments thereto will remain in full force and effect.

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: Thomas F. Barry, Jr.
Authorized Signature

Name: Thomas F. Barry, Jr.
Title: Secretary

Lodestar Towers, Inc.

BY: Paul A. Dickie
Authorized Signature

Name: Paul A. Dickie
Title: PRESIDENT

Contractual Services Review: [Signature] 11/30/99

Legal Review: [Signature] 11-5-99

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION
LEASE AND OPERATING AGREEMENT
FOR COMMERCIAL WIRELESS TELECOMMUNICATIONS

THIS AGREEMENT (hereinafter "AGREEMENT"), made and entered into this 25th day of March, 1999 (the "Effective Date"), by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, LESSOR, (hereinafter the "DOT") and Lodestar Towers, Inc., duly authorized and existing under the laws of the State of Florida, and authorized to do business in the State of Florida (hereinafter the "LESSEE").

WITNESSETH:

WHEREAS, the DOT has statutory authority under section 337.251, Florida Statutes, to lease DOT property including rights-of-way to private users using a competitive process; and

WHEREAS, pursuant to its statutory authority and in furtherance of the national policy to facilitate the siting of wireless communications facilities embodied in the Telecommunications Act of 1996 approved by Congress, the DOT issued a Request for Proposals (RFP) on May 20, 1998 to previous qualified firms to lease certain DOT properties to make them available to the wireless industry; and

WHEREAS, the proposal submitted by Lodestar Towers, Inc. was determined to be the most advantageous to the DOT.

NOW THEREFORE, in consideration of the mutual covenants and promises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

I. Definitions

As used herein, the following terms shall have the meaning indicated unless the context expressly requires a different meaning:

1. "Clear Zone" shall mean the lateral area adjacent to roadway travel lanes which must be unobstructed by fixed objects except for longitudinal barriers and crash cushions installed by DOT.

2. "Excess Property", for purposes of this AGREEMENT, shall mean real property owned by DOT, located outside the current operating right-of-way limits which is not needed to support current Transportation Facilities, but may be leased.

3. "Sublessees/Licensees" shall mean the wireless providers of mobile services and other telecommunications companies using wireless technology that have entered into subleases or licenses with the LESSEE to place their Communications Equipment at a Telecommunications Facility, DOT Structure or to construct a Telecommunications Facility.

4. "Communications Equipment" shall mean radio equipment using wireless technology, cabinets or shelters, associated antennas, mounting equipment, telephone, electric and radio cables and other transmission lines, and other equipment (e.g., heating units, generators, power panels) used to provide wireless communications.

5. "Demised Premises" shall mean any real property located within the DOT limited access rights-of-way, Excess Property, other property owned by the Trustees of the Internal Improvement Trust Fund and leased to DOT, available space on DOT Telecommunications Facilities and other DOT Structures or a combination thereof leased to the LESSEE by the DOT.

6. "DOT Property", for purposes of the Agreement shall mean DOT limited access rights-of-way, Excess Property, other property owned by the Trustees of the Internal Improvement Trust Fund and leased by DOT and listed on Exhibit J, available space on DOT Telecommunications Facilities, and available space on DOT Structures.

7. "Effective Date" shall mean the date on which this AGREEMENT has been fully executed and delivered by both parties and shall be filled in above by the party last executing this AGREEMENT.

8. "Engineering Drawings" shall mean the drawings, including, but not limited to, site plan depicting the location of the vertical support structure and other facilities, point(s) of access and utility locations prepared by the LESSEE or Sublessee/Licensee for construction of a Telecommunications Facility, or by the LESSEE for installation of Communications Equipment at a DOT Telecommunications Facility or DOT structure, submitted by LESSEE to and approved by DOT.

9. "Force Majeure" shall mean an event caused by an industry-wide strike, an industry-wide shortage of materials or component equipment; natural disaster; act of God; act of military authority and war or civil disorder; provided that such causes are beyond the

reasonable control and without the willful act, fault, failure or negligence of the party whose performance is affected by the Force Majeure event; and, provided, further, that the party whose performance is affected by the Force Majeure event continues to make reasonable efforts to perform.

10. "Hazardous Materials" shall mean petroleum, or any fraction thereof, asbestos, polychlorinated biphenyls, or any other substance identified either as a "hazardous substance", hazardous waste", "pollutant", "contaminant" or similar term in any applicable federal, state or local law or regulation, as such law or regulations may be now or hereafter amended.

11. "ITS" is an acronym for intelligent transportation systems and shall mean advanced sensor, surveillance, computer, electronics, and communications technologies and management strategies, in an integrated manner, providing traveler information to increase the safety and efficiency of the surface transportation system.

12. "Minimal Landscaping Requirements" shall mean landscaping required by DOT which includes a fenced Telecommunications Site with gravel interior and planting around the exterior perimeter of shrubbery consistent with standard DOT landscaping requirements for similar facilities.

13. "Qualified Professionals" shall mean those professionals providing services hereunder licensed in the appropriate categories by the State of Florida, Department of Business and Professional Regulation.

14. "DOT Structures" shall mean DOT-owned facilities or facilities leased by the DOT from the Trustees of the Internal Improvement Trust Fund other than vertical support structures that may be suitable for the placement of Communications Equipment.

15. "Technical Specifications" shall mean those specifications set out in Exhibit B attached hereto and made a part hereof.

16. "Telecommunications Company" shall have the same meaning as the term does in section 364.02, Florida Statutes.

17. "The Telecommunications Act of 1996 (TCA)" shall mean Pub. L. 104-104, 110 STAT. 56, 47 U.S.C. 151 et. seq. as amended.

18. "Telecommunications Facility(ies)" shall mean all vertical support structures, to be constructed or existing, including but not limited to monopole towers, freestanding lattice towers, or guyed towers designed and utilized exclusively as a structure to support Communications Equipment, and gates, fences, guardrails, landscaping, or facilities other than Communications Equipment but excluding real property.

19. "Telecommunications Site(s)" shall mean DOT Property suitable for construction of new Telecommunications Facilities and/or for the installation of Communications Equipment on DOT Telecommunications Facilities and DOT Structures.

20. "Transportation Facility" shall mean roads and railroads used for the transportation of people and property from place to place and all buildings and facilities used in connection with the operation thereof. The terms "roads", "buildings", and "facilities" used in the definition of "transportation facility" are defined below. "Roads" shall mean a way open to travel by the public, including, but not limited to, a street, highway, or alley and also includes associated sidewalks, the roadbed, the rights-of-way, and all culverts, drains, sluices, ditches, water storage areas, waterways, embankments, slopes, retaining walls, bridges, tunnels, and viaducts. "Buildings" and "facilities" include any structure used to support operations of the roads and railroads including, but not limited to, toll facilities, administration buildings, maintenance or construction yards, rest areas, service plazas, and weigh stations.

21. "Vertical Support Structures" shall mean monopole towers, freestanding lattice towers or guyed towers.

22. "Wireless provider of mobile services" shall have the same meaning as this term does in 47 U.S.C. s. 153(27) or s. 332(d).

23. "Wireless Technology" shall mean the method by which "wireless providers of mobile services" and "Telecommunications Companies" transmit voice/data signals either unidirectionally or bidirectionally between a mobile unit and the Communications Equipment installed on a Telecommunications Facility or DOT structure.

24. "Work" shall mean all labor, materials and incidentals required for the planning, procurement, construction, installation and testing of new Telecommunications Facilities and Communications Equipment placed on DOT Telecommunications Facilities and DOT structures, including superintendence, use of equipment and tools, and all services and responsibilities prescribed or implied which are necessary for the complete performance by the LESSEE of its construction and relocation obligations under this AGREEMENT at the LESSEE's sole expense unless otherwise specified herein.

II. Agreement

This AGREEMENT, together with all Exhibits and approved LESSEE submittals, sets forth the terms and conditions upon which the DOT agrees to lease to LESSEE certain DOT Property. The LESSEE shall comply with and shall cause its employees, contractors, subcontractors, agents and its Sublessees/Licensees to comply with all terms and conditions set forth herein.

III. Demise, Description, Use of Demised Premises, Liens

A. The Demised Premises. Except for any pre-existing leases and permits for use of DOT Property and the proposed lease of DOT Property for the installation of a fiber optic network, the DOT hereby grants to the LESSEE the exclusive right to lease DOT Property for the uses described in Section III.C. below for a period of fifteen (15) years beginning on the Effective Date. During the remainder of the thirty-year term the LESSEE's right to lease DOT Property will be nonexclusive. The Demised Premises are those specific sites identified by the LESSEE approved by the DOT. The as-built boundary surveys and legal description of the Demised Premises shall be provided to the DOT in accordance with Section VI.G.3. The LESSEE acknowledges that it is leasing the Demised Premises in an "as is" condition without warranty of title. Use by the LESSEE of any DOT real property located on rights-of-way other than limited access rights-of-way shall be by permit issued in conformance with the DOT's Utility Accommodation Manual and is not subject to the terms of this AGREEMENT. In the event the Utility Accommodation Manual is amended to provide for leasing of real property on rights-of-way other than limited access rights-of-way, the LESSEE shall lease such property, on a nonexclusive basis, in accordance with the terms set forth in this AGREEMENT.

B. Process for Inclusion of Sites as part of the Demised Premises. The LESSEE will identify potential sites that meet the criteria set forth in Exhibit A that it wishes to lease and after a preliminary examination of the site, shall submit a request to lease ("Request to Lease") in accordance with the procedures set forth below.

1. Procedure for Leasing all DOT Property except for DOT Telecommunications Facilities. Each DOT District Office will provide for a District Wireless Siting Committee ("DWSC"). Each DWSC will review and approve requests to lease DOT Property. The address, telephone number for each district, and description of the geographic area each district covers is set out in Exhibit B. The LESSEE will forward a Request to Lease to the DOT DWSC that has jurisdiction over the site for its conditional approval. Prior to submitting a Request to Lease, the LESSEE will examine the site to determine its suitability for its purposes. The District Permits Office with jurisdiction over the site will issue permits allowing site surveys, soil borings and other site examination activities. The Request to Lease will include the following items: 1) a dimensioned sketch of the proposed lease area and its location using the DOT's milepost system to the precision of one meter. The sketch will serve as a preliminary site plan and shall include location of vertical support structure, equipment and access, 2) a description of the LESSEE's potential use of the site, and 3) the number of Sublessees/Licensees interested in the site. Upon receipt of conditional approval, the LESSEE shall submit to the DWSC the information requested on Exhibit C. "Required Submittals" to obtain final site approval. The DWSC may require the issuance of site specific special permits for construction and maintenance governing LESSEE's access to a Telecommunications Site, the LESSEE's conduct while on the Transportation Facility and other safety-related matters.

2. Procedure for Leasing Available Space on a DOT Telecommunications Facility. The DOT Traffic Engineering Office (Traffic Engineering) will coordinate the review and approval of Requests to Lease available space on DOT Telecommunications Facilities. Prior to submitting a Request to Lease, Traffic Engineering will allow LESSEE access to the site so that LESSEE may determine its suitability for LESSEE's purposes. The Request to Lease will include 1) the location and 2) a description of the LESSEE's potential use of the site. Upon receipt of conditional approval by Traffic Engineering, the LESSEE shall submit to Traffic Engineering the information requested in Exhibit C, "Required Submittals, in order to obtain final site approval.

3. Site Approval. The DOT may deny approval of a site. DOT's decision to deny approval of a site can be for any reason the DOT determines in its sole discretion.

C. Use of the Demised Premises. The use of the Demised Premises is limited to the construction, operation and maintenance of new Telecommunications Facilities and the installation, operation and maintenance of approved Communications Equipment on DOT Telecommunications Facilities and DOT Structures by the LESSEE and its Sublessees/Licensees to be used by Telecommunications Companies and wireless providers of mobile services.

D. Physical Access for Operation and Maintenance and Limitations on Use. DOT will review and approve access as part of its approval of the Engineering Drawings for the Telecommunications Site. Only authorized employees, subcontractors and agents of the LESSEE and of its Sublessees/Licensees shall have access to the Telecommunications Sites. Access to the sites will be limited to the access approved as part of the Engineering Drawings. If access is obtained through the use of an easement granted to the LESSEE by a private property owner over private property, such easement must meet the following conditions: 1) it must be transferrable to DOT, 2) the duration of the easement, if not perpetual, must be for a period equal to the period of time that the Telecommunications Facility served by the easement is used as a Telecommunications Facility, 3) it must be non-exclusive to the extent that DOT, the LESSEE, its Sublessees/Licensees and any authorized employees, contractors, subcontractors or agents, or any successor of same can use such easement and 4) it must be accessible twenty-four (24) hours a day, seven (7) days a week. If access is gained from DOT rights-of-way, access for routine maintenance and emergency repairs shall be twenty-four (24) hours a day, seven (7) days a week, subject to any specific special permit requirements issued by the DWSC.

E. Utilities. The LESSEE shall be responsible for the acquisition and payment of utility services required because of its own needs or that of its Sublessees/Licensees at new Telecommunications Facilities including, but not limited to, power and telephone services. The DOT prefers one main distribution line for power and telephone rather than multiple, separate power and telephone lines for each user. Those utilities providing services to the LESSEE shall apply to the DOT for a utility permit to install facilities on DOT rights-of-way. No longitudinal installation of utilities will be allowed within the limited access rights-of-way,

except within the Demised Premises. No property rights shall vest in the utility as a result of the issuance of a utility permit. The LESSEE may also be required to acquire additional power and telephone services at existing Telecommunications Facilities or DOT Structures or to arrange for additional metering so that LESSEE is billed separately for its service.

F. Liens. No mortgages, other liens or encumbrances of any nature or kind shall attach to the Demised Premises as a result of the financing, construction or use of the Demised Premises by the LESSEE.

G. Recording. This AGREEMENT (or a memorandum hereof) and the legal descriptions of the Demised Premises may be recorded by the LESSEE at its sole option and expense.

H. LESSEE Rights. The LESSEE acknowledges and agrees that DOT's right to construct new Telecommunications Facilities and install Communications Equipment on existing DOT Telecommunications Facilities and DOT Structures not part of the Demised Premises for its use or the use of any governmental entity and DOT's right to enter into agreements with other entities for use of DOT limited access rights-of-way for uses other than those uses set out in section III.C. above is not impaired by the execution of this AGREEMENT.

IV. Ownership

A. DOT Property. During the term of the AGREEMENT, the ownership of the Demised Premises consisting of the DOT real property, and all improvements, fixtures and appurtenances placed thereon by the DOT, including any existing Telecommunications Facilities and DOT Structures, shall be and remain at all times in the name of the DOT. Any new Telecommunications Facility built by LESSEE or a Sublessee/Licensee to replace an existing DOT Telecommunications Facility shall become the property of DOT upon completion and acceptance by DOT at no cost to the DOT. Improvements constructed on DOT Property by the LESSEE revert to the DOT upon the expiration of the lease by operation of law except as provided in IV.B. below.

B. LESSEE Property. During the term of the AGREEMENT, the LESSEE shall own all Telecommunications Facilities constructed by the LESSEE or by its Sublessees/Licensees, except for those facilities constructed to replace any existing DOT Telecommunications Facility, and the LESSEE and its Sublessees/Licensees shall own the Communications Equipment each installs within or brings onto the Demised Premises. Upon the expiration of the Initial Term or any Renewal Term, as applicable, at no cost to the DOT, and unless DOT notifies the LESSEE in writing at least thirty (30) days prior to the date of expiration not to remove the Telecommunications Facilities owned by the LESSEE, the LESSEE shall remove such Telecommunications Facilities and all Communications Equipment

and restore the Demised Premises to its pre-existing condition; it being understood and agreed that removal of foundations shall be to one (1) foot below pre-existing grade. If the LESSEE is not required to remove the Telecommunications Facilities upon the expiration of the Initial Term or any Renewal Term, as applicable, the Telecommunications Facilities shall be conveyed by the LESSEE to the DOT at no cost to DOT and free and clear of any liens or encumbrances of any kind and nature, including but not limited to, rights of Sublessees/Licensees in the form of leases, licenses, user contracts or other agreements to continued use of the Telecommunications Facilities. If the AGREEMENT is terminated in accordance with XVI.C., the Telecommunications Facilities owned by the LESSEE shall be conveyed by the LESSEE to the DOT at no cost to the DOT and free and clear of any liens or encumbrances of any kind and nature, but subject to the rights of the Sublessees/Licensees in the form of leases, licenses, user contracts or other agreements to continue use of the Telecommunications Facilities and LESSEE shall transfer all leases, user contracts or other agreements for continued use of the Telecommunications Facilities to the DOT upon termination and Sublessees/Licensees shall attorn to the DOT.

V. Initial Term

A. Term. The term (hereinafter "Term") of this AGREEMENT is thirty (30) years commencing on the Effective Date.

B. Extension for Removal. If LESSEE is required under section IV.B upon the expiration of the Term to remove the Telecommunications Facilities and all Communications Equipment and restore the Demised Premises, such removal and restoration shall be completed within sixty (60) days after the expiration date, and the terms and provisions of this AGREEMENT shall survive until completion thereof. Without limiting the foregoing, it is understood and agreed that the Removal/Relocation Letter of Credit shall be maintained in accordance with this AGREEMENT until completion of such removal and restoration Work.

VI. Obligations of the LESSEE

A. The LESSEE shall have appointed at all times a Project Manager. The Project Manager (hereinafter "Project Manager") shall be a Florida-based employee of LESSEE, shall have complete supervisory responsibility for all LESSEE and Sublessee/Licensee activities specified herein, and shall have full authority to act on behalf of the LESSEE and bind the LESSEE. The Project Manager shall be the LESSEE's representative assigned to work with the DOT throughout the term of this AGREEMENT.

B. The LESSEE shall actively market Telecommunications Sites to wireless providers of mobile services and other telecommunications companies using wireless

technology on a fair, reasonable and nondiscriminatory basis and use DOT Property to meet market demand.

C. The LESSEE shall provide written reports to the DOT on a quarterly basis detailing marketing initiatives carried out, number of contacts and inquiries, and the number of subleases/licenses entered into and type of facility leased or licensed and the fair market value analysis for the site. All marketing materials must be reviewed by DOT before publication.

D. The LESSEE shall enter into written subleases or licenses at no less than fair market value for use of the Demised Premises. The DOT shall have the right to approve the form of LESSEE's agreement and any changes thereto. The rights granted to the Sublessees/Licensees by the LESSEE shall at all times be subject and subordinate to this AGREEMENT and nothing set forth in the sublease/license agreement shall be deemed to create any rights or privileges beyond those granted to the LESSEE under this AGREEMENT. The LESSEE shall provide the DOT copies of all agreements entered into with Sublessees/Licensees.

E. The LESSEE shall be solely responsible for designing, financing, procuring all components of, installing, leasing, operating and maintaining the Telecommunications Facilities it constructs or allows a Sublessee/Licensee to construct at no cost to the DOT. The LESSEE is solely responsible for the installation, operation and maintenance of any Communications Equipment it installs or allows its Sublessees/Licensees to install on DOT Property, at no cost to DOT.

F. Permits. The LESSEE shall obtain for itself and its Sublessee/Licensee all necessary permits and licenses from all entities having jurisdiction, including the Federal Communications Commission ("FCC") and the Federal Aviation Administration ("FAA") and state agencies. The LESSEE shall require all contractors and subcontractors performing Work under this AGREEMENT to have all required licenses and certifications. The LESSEE and its Sublessees/Licensees shall abide by all local Development Codes and regulations and shall provide necessary studies or data and cooperate with DOT in complying with the National Environmental Policy Act ("NEPA"). The LESSEE shall provide copies of all permits and evidence of compliance with local development codes and regulations as part of the submittals required in III.B.

G. Design Requirements for Work Carried Out on the Demised Premises.

1. The LESSEE or its Sublessee/Licensee will design the Telecommunications Facilities to accommodate the Communications Equipment of at least three Sublessees/Licensees in accordance with the Technical Specifications set forth in Exhibit A.

2. The LESSEE shall employ only Qualified Professional(s) to design, engineer, construct and install all Telecommunications Facilities.

3. All Engineering Drawings, final plans, as-built drawings, documents, reports, studies, surveys, and other data prepared by the Qualified Professional(s) shall be signed and sealed by such professional.

Upon completion of construction, the LESSEE shall file with the DOT a duplicate set of the original drawings, tracings, plans, maps and as-built boundary surveys including legal descriptions of the Telecommunications Sites, along with an as-built set of full-size prints for all structural elements of the Telecommunications Facilities. The survey work shall meet or exceed the minimum technical standards for Land Surveyors as set forth in Florida Administrative Code Chapter 61G 17-6 pursuant to subsection 472.027, Florida Statutes and shall include state plane coordinates to submeter accuracy on at least two corners of the Demised Premises and GIS requirements. In addition, plans shall include the identification of all equipment, and interconnection of major equipment components. The Qualified Professional(s) shall signify, by affixing an endorsement (seal/signature, as appropriate) on every sheet of the as-built set, that the Work shown on the endorsed sheets was produced by the Qualified Professional(s). With the tracings and the as-built set of prints, the Qualified Professional(s) shall submit a final set of design computations. The computations shall be bound in a 8.5" X 11" format and shall be endorsed (seal/signature, as appropriate) by the Qualified Professional(s). The Qualified Professional(s) will also submit the as-built drawings to the DOT on Intergraph CADD files, using a format and layering system acceptable to the DOT.

H. Construction, Engineering and Inspection Requirements.

1. The LESSEE shall employ an independent Construction, Engineering and Inspection (hereinafter referred to as "CEI") firm to inspect and review the Work associated with the construction of Telecommunications Facilities by the LESSEE. The CEI shall be appropriately qualified and registered or licensed by the State of Florida Department of Business and Professional Regulation and shall have the responsibilities normally associated with inspection of the type of Work being carried out pursuant to this AGREEMENT. Employment of a CEI firm by the LESSEE shall be at no cost to the DOT.

2. Reporting Requirements: The CEI shall advise the LESSEE and the DOT of any omissions, substitutions, defects, and deficiencies noted in the Work and the corrective action taken. It shall be the responsibility of the CEI to provide services as necessary to administer the Work in a manner to assure that the Work activities are in conformity with the Engineering Drawings and Technical Specifications.

3. Survey control: The CEI shall verify the existence and accuracy of location for all reference points and control points indicated on the Engineering Drawings and Technical Specifications and shall establish any missing or disturbed control points as may be required to maintain the accuracy for survey control. In addition, the CEI shall make and record

such measurements and perform incidental engineering surveys as may be necessary to carry out the services covered by this AGREEMENT to verify and confirm the accuracy of the survey layout Work.

4. The CEI shall provide services to monitor the on-site construction operations and to inspect all materials entering in the Work as required to assure that the quality of workmanship and materials is such that the project will be completed in conformity with the Engineering Drawings and Technical Specifications. The CEI shall follow the standard procedures and practices of the DOT for inspection of construction projects that are set out in the DOT's "Construction Project Administration Manual" issued by the DOT's Director, Office of Construction. The CEI shall, in general, perform inspection services in accordance with the applicable provisions of these standard procedures and practices and with other accepted practices as may be appropriate for construction.

5. The CEI shall perform sampling and testing of component materials and completed Work items to the extent that will assure that the materials and workmanship incorporated in the project are in conformity with the Engineering Drawings and Technical Specifications. The CEI shall perform all on-site sampling of materials and such testing of materials and completed Work items that are normally done in the vicinity of the project.

6. If the LESSEE allows a Sublessee/Licensee to construct a Telecommunications Facility under the term of its sublease, the LESSEE may act as CEI for the Sublessee/Licensee construction or hire an independent CEI.

I. Pre-Construction/Installation Activities.

1. Engineering Drawings.

a. Engineering Drawings and a Work schedule shall be prepared for any proposed Work at a Telecommunications Site, and such Engineering Drawings and Work schedule and other submittals required by Exhibit C shall be submitted by LESSEE to DOT for approval.

b. The Engineering Drawings shall be prepared in accordance with the requirements of the Technical Specifications, and shall indicate as a minimum: the elements of Work to be done, the location of the Work, the method of accomplishment, the resolution of utility conflicts, and the Maintenance Of Traffic (hereinafter "MOT") plans.

2. Temporary Construction Permits. The LESSEE may be required to obtain and if so shall obtain temporary construction permits (hereinafter "Construction Permits") for access during construction/installation from the District Permits Office having jurisdiction.

J. Construction/Installation Activities.

1. All Work shall be done in strict accordance with the approved Engineering Drawings and Technical Specifications and no changes shall be made except upon written approval from the DOT.

2. Construction/Installation Schedule: All Work including the installation of Communications Equipment at each Telecommunications Site shall be completed within twelve (12) months from the commencement of construction at the site, i.e., written notice to proceed from DOT. The notice to proceed will be issued upon review and approval of all Required Submittals. The LESSEE shall adhere to and shall cause its Sublessees/Licensees to adhere to the construction/installation schedule, specifically the beginning and ending dates, for each Telecommunications Site approved by DOT, subject to Force Majeure.

3. The DOT shall have the authority to temporarily suspend the Work of LESSEE or its Sublessee/Licensee, wholly or in part, for such period or periods as may be deemed necessary for transportation or safety-related reasons. These periods of suspension include, but are not limited to, extreme adverse weather conditions such as flooding due to catastrophic occurrences and heavy traffic congestion due to special events that may cause hazardous conditions for motorists. Such suspension will be ordered in writing, giving in detail the reasons for the suspension. Whenever the DOT suspends the Work, the LESSEE shall be granted, or shall grant to its Sublessee/Licensee, additional days equal to the number of days of suspension to complete the Work.

4. The LESSEE shall perform and shall require its Sublessees/Licensees to perform all Work in compliance with all applicable federal, state and local codes, ordinances, statutes and regulations.

5. To assure timely completion of all Work, whether carried out by the LESSEE or its Sublessee/Licensee, and payment of all subcontractors and materialmen, prior to commencement of any construction the LESSEE shall either provide to the DOT an irrevocable standby letter of credit (the "Construction Letter of Credit") in favor of the DOT issued by a bank which meets the requirements of Section 334.187, Florida Statutes, and Chapter 14-116, Florida Administrative Code (a "Bank"), in form and substance of Exhibit D, or deposit in an escrow account (the "Construction Escrow Account") in accordance with the provisions of Exhibit E, or provide a Performance and Payment Bond ("Bond") with corporate surety or sureties authorized to do business in the State of Florida and acceptable to DOT or provide other form of security acceptable to the DOT Comptroller, in any case in an initial amount equal to the total cost of the Work estimated to be undertaken during year one of the AGREEMENT. If the LESSEE secures a Bond it will be in a form acceptable to the DOT Comptroller and will name the DOT as an obligee. The LESSEE agrees and will cause the Surety to agree to be bound by each and every provision of this AGREEMENT. If the LESSEE secures a Construction Letter of Credit or funds a Construction Escrow Account, the

DOT may draw down on the Construction Letter of Credit or the Construction Escrow Account only if LESSEE has defaulted in its performance of its obligations to timely complete construction and pay all subcontractors and materialmen or has allowed Sublessee/Licensee to default on its obligations to timely complete construction and pay all of its subcontractors and materialmen under this AGREEMENT, such default is continuing after applicable notice and cure periods and the DOT has suffered damages in the amount being drawn down. In addition, the following shall apply:

a. The LESSEE and the DOT agree that the initial amount of the Bond, Construction Letter of Credit, or the Construction Escrow Account may decline in value as LESSEE accepts the Work and submits to the DOT releases and lien waivers evidencing progress payments and final payment or the initial amount may increase to cover additional Work as Telecommunications Sites are approved and construction begins. Within thirty (30) business days after receipt of evidence of an increase in the Work, LESSEE will direct the Surety to increase the Bond amount of the Bank to amend the Construction Letter of Credit to increase its amount or LESSEE will increase funds to the Construction escrow Account to cover additional Work, as the case may be. Within thirty (30) business days after receipt of such evidence of payment for Work, the DOT Comptroller shall authorize the Surety or the Bank who issued the Construction Letter of Credit to decrease such Surety or Construction Letter of Credit, respectively, or, in the case of a Construction Escrow Account, the DOT Comptroller shall authorize the release of funds to the LESSEE from the Construction Escrow Account. No notice to proceed will be issued for new Work until evidence that the Bond, the Construction Letter of Credit or the Construction Escrow Account have been adjusted to reflect the cost of the Work to be performed.

b. If the bank issuing the Letter of Credit fails to maintain compliance with Chapter 14-116, Florida Administrative code, or if the surety becomes unacceptable to the DOT, the LESSEE shall promptly furnish such additional security acceptable to the DOT Comptroller as may be required from time to time to protect the interests of the DOT and all persons supplying labor or materials in the prosecution of the work contemplated by this AGREEMENT.

c. The bank issuing the Letter of Credit is deemed unacceptable if it fails to maintain compliance with 14-116, Florida Administrative Code. The Surety is deemed unacceptable if it fails to furnish its financial condition from time to time as requested by the DOT, makes any assignment for the benefit of creditors or commits any act of bankruptcy, or if it is declared bankrupt, or if it files a voluntary petition in bankruptcy, or shall Surety in the opinion of the DOT is insolvent, the LESSEE agrees forthwith, upon request of the DOT to furnish and maintain another corporate surety with respect to bonds satisfactory to the DOT.

d. The DOT shall return any outstanding Construction Letter of Credit or authorize the release of the Construction Escrow Account or other form of security accepted by the DOT Comptroller to LESSEE upon LESSEE's certification to the DOT that

the LESSEE's Work at all Telecommunications Sites has been completed in accordance with the Engineering Drawings, the submittal and approval by DOT of the documentation required in VI.G.3., and LESSEE's providing evidence to the DOT that all contractors, subcontractors, and materialmen have been paid.

6. The LESSEE agrees to hold the DOT harmless and defend it from any claim or filing of any lien or other encumbrance by parties providing labor or materials on the Demised Premises as a result of the LESSEE's or Sublessee/Licensee's Work, as part of its indemnification obligation set out in section XIV.

K. General Construction Requirements

1. Superintendence by the LESSEE: At all times, the LESSEE shall have a competent superintendent at the job site(s).

2. The LESSEE or its Sublessee/Licensee and their respective contractors and subcontractors shall operate their vehicles and other equipment in such a manner as to cause no hazard or hindrance to motorists and in accordance with its approved MOT plan.

3. Work and Storage Areas: The LESSEE's or Sublessee/Licensee's storage of materials on the job site(s) shall be confined to areas authorized by the DOT. Temporary buildings may be constructed by the LESSEE only with prior approval of the DOT, and the LESSEE shall bear all costs associated with constructing and removing such temporary buildings. Where materials are transported to a job site, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any federal, state or local law or regulation. When it is necessary to cross curbing or sidewalks, protection against damage shall be provided by the LESSEE. The LESSEE shall bear all costs to repair any damage to roads, curbing and sidewalks. The LESSEE or Sublessee/Licensee shall not store any materials on a job site other than materials necessary to do the Work. The LESSEE shall be responsible for any construction materials stored at a job site related exclusively to the Work and shall replace any such Work-related materials lost, damaged or destroyed at its sole expense. The LESSEE shall be responsible for clearing from each job site all waste materials and rubbish generated by the LESSEE or its Sublessee/Licensee in performing the Work required by this AGREEMENT. Each job site shall at all times be kept free from accumulation of waste material or rubbish. The DOT shall grant the LESSEE or a Sublessee/Licensee access to the DOT rights-of-way in accordance with the LESSEE's Temporary Construction Permits, which shall include LESSEE's approved MOT plans.

4. Night Work: All Work shall be accomplished during normal daylight hours unless otherwise approved in writing by DOT.

5. Coordination with other contractors: The LESSEE shall arrange its Work and that of its Sublessee/Licensee and dispose of its materials so as not to interfere with

the operations of other contractors engaged upon work adjacent to the Demised Premises being performed by the DOT or its contractors and to perform its Work in the proper sequence in relation to that of such other contractors, all as may be directed by the DOT.

6. LESSEE will be held responsible for any damage done by its Sublessees/Licensees, agents or contractors to work adjacent to the Demised Premises being performed by the DOT or its contractors.

7. Existing Structures. The LESSEE will protect all existing DOT Structures during construction/installation.

a. Drainage: During construction/installation of the Telecommunications Facilities and Communications Equipment, the LESSEE shall so conduct its operations and maintain the Work in such condition that adequate drainage will be in effect at all times. The construction/installation of the Telecommunications Sites and Communications Equipment will not temporarily or permanently affect existing functioning storm sewers, gutters, ditches, and other run-off facilities.

b. Fire Hydrants: Fire hydrants on or adjacent to the highway shall be kept accessible to fire apparatus at all times and no material or obstruction shall be placed within fifteen (15) feet of any such hydrant.

c. Protection of Structures: Heavy equipment shall not be operated close enough to pipe headwalls or other structures to cause damage or displacement.

L. Environmental Considerations

1. Other than the facts disclosed concerning the presence of Hazardous Materials by the District DOT Environmental Offices contacted by the LESSEE and any areas of contamination identified in Exhibit G, the Right-of-Way Management Plan, which information LESSEE hereby acknowledges it or its agents reviewed, the DOT represents that to the best of its knowledge, that it knows of no other locations contaminated by Hazardous Materials in the ground or ground water, upon facilities or in the vicinity of the Work to be performed by the LESSEE, except as disclosed.

The LESSEE or its Sublessees/Licensees may be performing Work in areas containing Hazardous Materials. The LESSEE shall obtain or cause Sublessee/Licensee to obtain all necessary permits for, and shall properly handle, treat and dispose of any displaced contaminated soil and ground water in accordance with the permits and all applicable federal, state and local laws at the sole expense of LESSEE in the event that LESSEE displaces Hazardous Materials during the Work. LESSEE and the DOT acknowledge and agree that LESSEE's responsibility is limited to the proper handling, treatment and disposal of any contaminants displaced during the Work, and the LESSEE shall not be liable or responsible for

preexisting or future contamination that it did not cause. The DOT remains liable for all preexisting Hazardous Materials on the sites LESSEE will utilize for the Telecommunications Facilities, except to the extent that any claims, liabilities, penalties, forfeitures, losses or expenses arise from or are caused solely by the displacement of Hazardous Materials by LESSEE or its officers, agents, representatives, consultants, contractors or employees during the Work in which case LESSEE will indemnify and hold the DOT harmless as part of its indemnification obligation set out in section XIV.

2. Except in accordance with applicable law, the LESSEE shall not itself, nor shall it permit its Sublessees/Licensees, contractors, subcontractors or licensees to use, generate, store, release or dispose of, on, under or about the DOT Property, from any source whatsoever, or transport to or from the DOT Property any hazardous wastes, toxic substances or related materials.

3. In the event Hazardous Materials are encountered on the Demised Premises during construction, the LESSEE or its Sublessee/Licensee shall immediately suspend construction work. LESSEE shall notify DOT and begin remediation work in accordance with section VI.I.1. or notify DOT in writing that it wishes to exclude the proposed Telecommunications Site from the Demised Premises. DOT will remove the Telecommunications Site from the Demised Premises upon certification of the LESSEE that it has restored the site to its original condition and has properly disposed of any contaminated materials. The LESSEE, for itself and its Sublessees/Licensees, acknowledges and agrees that the DOT shall be under no obligation to the LESSEE or its Sublessees/Licensees for any monetary losses associated with exclusion of the site or with suspension of construction, but such suspension shall be treated as a Force Majeure delay and the time to complete shall be extended.

M. Utility Conflicts/Noninterference.

In addition to the Right-of-Way Management Plan, the various District Permits Offices have available in their files permits allowing utilities to place facilities on the DOT rights-of-way. The LESSEE acknowledges that it has reviewed all such documents, has made an independent assessment of possible utility conflicts including contacting Sunshine State "One-Call" at (800) 432-4770, and further agrees that it will contact all utility companies that may have facilities in the rights-of-way and will during construction, operation and maintenance of the Telecommunications Facilities protect all existing utility facilities within the DOT rights-of-way. The LESSEE will indemnify and hold the DOT harmless from any claims made by the owners of existing utility installations as part of its indemnification obligation set out in section XIV.

VII. Management, Operation and Maintenance of the Telecommunications Facilities and Communications Equipment

A. Management and Operation. The LESSEE shall be solely responsible for the management, operation and maintenance of the LESSEE's Telecommunications Facilities and

the Communications Equipment it or its Sublessees/Licensees install on the Demised Premises. The LESSEE shall have the right to subcontract for such management services with a duly qualified management company, but such right shall not be construed as relieving LESSEE of its obligations under this AGREEMENT including its obligation to have a Project Manager with supervisory responsibilities. In the event the DOT finds that any such subcontractor of LESSEE is not performing in accordance with this AGREEMENT, the DOT shall have the right, on sixty (60) days prior written notice, to require the LESSEE to remove such subcontractor.

The LESSEE's management responsibilities include, but are not limited to: making diligent efforts to fulfill the wireless industry's demand for Telecommunications Sites, actively seeking Sublessees/Licensees on a competitively neutral and nondiscriminatory basis, screening applications from Sublessees/Licensees for the Demised Premises, entering into agreements with such Sublessees/Licensees, charging and collecting lease payments from such Sublessees/Licensees and assuring that Sublessees/Licensees comply with all requirements of this AGREEMENT and compensating DOT in accordance with the provisions of VIII. In the absence of any federal or state regulations regulating the rental fees that can be charged by the LESSEE and sharing of any capital costs associated with the construction of or improvement of Telecommunications Facilities that can be charged by LESSEE, the LESSEE's rental fees will be at fair market value and all fees including the rental fees will be fair, reasonable, nondiscriminatory and consistent with current industry practices.

B. Radio Frequency Interference and Electromagnetic Energy.

1. Radio Frequency Interference. The LESSEE agrees that it will not install, nor allow to be installed, on the Demised Premises any electronic equipment including any Communications Equipment that will interfere with any existing State of Florida communications including, but not limited to: DOT communications, DOT's electronic toll collection system (SunPass™), and its current ITS initiatives all of which are described in Exhibit F, or with any type of current or future transmission facilities on existing sites leased by the DOT to the Florida Department of Management Services ("DMS"), or with transmission on any frequencies allocated by the FCC for non-commercial, state governmental communications or with facilities installed by Omnipoint Communications on DOT rights-of-way. Before installing its own Communications Equipment and before allowing Sublessees/Licensees to install Communications Equipment on the Demised Premises, the LESSEE shall contact DOT to determine all frequencies being used by DOT or its LESSEE or Sublessees/Licensees. The LESSEE shall provide to DOT an intermodulation analysis of all existing and proposed receiver and transmitter frequencies through the ninth (9th) order, that certifies that no harmful interference to any existing or proposed transceiver will result because of the installation of any such Communications Equipment. In the event the LESSEE or a Sublessee/Licensee causes any such radio frequency interference to the State of Florida communications, the LESSEE shall immediately remedy the same or abandon the activity causing the interference except for short tests to confirm the elimination of interference, which

tests shall be performed only after prior written notice to the DOT and only during the period between 2 a.m. and 6 a.m.

Except for the installation of any type of transmission facilities on existing sites leased by the DOT to the DMS and Omnipoint Communications, and except for transmission on any frequencies allocated by the FCC for non-commercial, state governmental communications, the DOT agrees to use its best efforts not to install or allow to be installed in the future (except current ITS initiatives to be deployed in the future as identified in Exhibit F) any electronic equipment that will interfere with the LESSEE's or a Sublessee/Licensee's Communications Equipment installed on the Demised Premises.

2. Electromagnetic Energy.

a. LESSEE agrees for itself and for its Sublessees/Licensees that the Communications Equipment to be installed by LESSEE or its Sublessees/Licensees on the Demised Premises shall comply with all applicable statutes, rules, regulations, judicial and administrative decisions having the effect of law and being binding upon and enforceable against LESSEE or any Sublessee/Licensee, which may include those promulgated by the FCC, the Environmental Protection Agency or the Occupational Safety and Health Administration concerning radio frequency exposure limits. LESSEE, at LESSEE's cost and expense, shall place electromagnetic energy warning signs on or about the Telecommunications Site, as required and/or in compliance with applicable law.

b. The LESSEE shall prepare, or cause to be prepared, an environmental evaluation of the Demised Premises, taking into consideration the LESSEE's and, as applicable, a Sublessee/Licensee's Communications Equipment. If LESSEE's or a Sublessee/Licensee's Communications Equipment would cause the Demised Premises not to comply with the radio frequency exposure limit regulations promulgated under 47 C.F.R. § 1.1307, et seq. 1997, as amended from time to time, or other applicable laws or regulations, LESSEE shall modify or cause a Sublessee/Licensee to modify equipment or conditions at the Demised Premises in order to comply with such regulations. If such steps are not feasible, LESSEE shall cease or cause a Sublessee/Licensee to cease operation at the Demised Premises. Except for the installation of transmission facilities on existing sites leased by the DOT to the DMS and Omnipoint Communications, and except for transmission on any frequencies allocated by the FCC for non-commercial, state governmental communications, the DOT agrees not to install or allow to be installed any electronic equipment that will cause the Demised Premises not to comply with any of the foregoing laws and regulations.

C. Maintenance. The LESSEE shall be responsible only for the maintenance and repair of Communications Equipment owned by LESSEE or its Sublessee/Licensees and installed on DOT Telecommunications Facilities and DOT Structures and for any damage caused to such DOT facilities and structures because of the installation of any Communications Equipment. DOT will be responsible for maintenance and repair of the Telecommunications

Facilities and Structures that it owns. The LESSEE shall be responsible for the maintenance and repair of Telecommunications Facilities it constructs or allows to be constructed by a Sublessee/Licensee during the term of this AGREEMENT as set forth below.

1. Maintenance of Facilities. LESSEE will keep and maintain the Demised Premises and a five foot buffer area outside the Demised Premises, in good and safe condition and repair at LESSEE's own expense during the term of this AGREEMENT, and will keep the same free and clear of any and all grass, weeds, brush and debris of any kind, so as to prevent the same becoming dangerous, inflammable or objectionable. The DOT will have no duty to inspect or maintain any of the land, buildings or other structure, if any, during the term of this AGREEMENT; however, the DOT will have the right, upon a twenty-four (24) hour notice to LESSEE, to enter the property for purposes of inspection, including conducting an environmental assessment. Such assessment may include but would not be limited to: surveying; sampling of building materials, soil and groundwater; monitoring well installation; soil excavation; groundwater remediation; emergency asbestos abatement; operation and maintenance inspection; and, any other action which might be reasonable and necessary. The DOT's right of entry will not obligate inspection of the Demised Premises by the DOT, not will it relieve the LESSEE of its duty to maintain the Demised Premises. In the event of an emergency due to a release or suspected release of Hazardous Materials on the Demised Premises, the DOT will have the right of immediate inspection, and the right, but not the obligation, to engage in remedial action, without notice. LESSEE shall also comply with and abide by all applicable federal, state, county, municipal, and other governmental statutes, ordinances, laws and regulations affecting the maintenance of the Telecommunications Facility constructed by LESSEE, the improvements thereon or any activity or condition thereon.

2. Landscaping. The DOT may require the LESSEE to provide the Minimal Landscaping Requirements. The LESSEE will maintain and replace as necessary any shrubbery, and keep the Demised Premises free of litter. If local codes require landscaping, the stricter code will be applicable so long as local requirements do not conflict with highway safety issues including, but not limited to, DOT-required Clear Zones.

D. Relocation Responsibilities. Whenever necessary for the construction, repair, improvement, maintenance, safe and efficient operation, alteration or relocation of all, or any portion of the Transportation Facility as determined by the DOT in its sole discretion, LESSEE Telecommunications Facility(ies) or any parts thereof including utility lines servicing the LESSEE Telecommunications Facility(ies) and any Communications Equipment owned by the LESSEE or its Sublessees/Licensees and installed on a DOT Telecommunications Facility or DOT Structure shall be removed from the Transportation Facility, reset or relocated thereon by the LESSEE as required by DOT. Such removal, resetting or relocation shall be in accordance with the schedule established by DOT and shall be at the sole expense of the LESSEE. It is agreed that in the event the relocation of the Telecommunications Facility(ies) or any parts thereof and/or Communications Equipment are scheduled to be done simultaneously with DOT construction work, LESSEE shall coordinate with the DOT before

proceeding, shall cooperate with the DOT's contractor to arrange the sequence of work so as not to delay the work of the DOT's contractor, shall defend any legal claims of the DOT's contractor due to delays caused by the LESSEE's failure to comply with the approved schedule, and shall comply with all provisions of the law and the DOT's current Utility Accommodation Manual. The DOT shall provide LESSEE with at least six (6) months notice of any required relocation, and use best efforts to minimize interruption of operations at a Telecommunications Site during the relocation process and provide LESSEE with a temporary location for LESSEE or Sublessee/Licensee Communications Equipment during any such relocation, if feasible. The LESSEE acknowledges that it has reviewed the Right-of-Way Management Plan, the rights-of-way itself, has had the opportunity to review additional information provided by or obtained from the DOT, and the LESSEE has chosen the Demised Premises with full knowledge of its relocation responsibilities. In the event a relocation of any Telecommunications Facilities is required for transportation purposes as set forth above, and a new location cannot be found which provides LESSEE and its Sublessee/Licensee with comparable transmission and reception coverage, LESSEE shall have the right, as its sole remedy, to terminate this AGREEMENT with respect to such Telecommunications Site.

E. Legal Requirements. The LESSEE shall be and shall cause its Sublessees/Licensees to be in full compliance with this AGREEMENT and all applicable federal, state and local laws, rules or regulations in effect now or in the future, and applicable judicial and administrative decisions having the effect of law, of any governmental authority having jurisdiction over the Demised Premises. If any governmental entity other than the DOT with jurisdiction renders an administrative decision or has rendered in its favor a judicial decision having the effect of law, that LESSEE's operation on the Demised Premises is out of compliance with its applicable law, rules or regulations, such noncompliance will constitute a Default under this AGREEMENT.

F. Replacement/Modification of Telecommunications Facilities. The LESSEE may from time to time during the term of this AGREEMENT replace or upgrade a LESSEE or DOT owned Telecommunications Facility. The LESSEE shall notify the DOT and upon submittal of all information required in Exhibit C to Traffic Engineering, the procedure for approval or denial will be the same as that set forth in III.B. of this AGREEMENT.

G. Damage or Destruction of a Telecommunications Facility. In the event that a Telecommunications Facility owned by the LESSEE is so damaged that it must be removed or replaced, the LESSEE shall rebuild, or cause to be rebuilt, the facility within twelve (12) months; provided, however, that if such damage occurs during the last two (2) years of the Initial Term or during the Renewal Term, the LESSEE may elect, as its sole remedy, not to rebuild the Telecommunications Facility, whereupon this AGREEMENT shall terminate with respect to the pertinent Telecommunications Site upon certification from the LESSEE that it has restored the site to its pre-existing condition in accordance with section IV.B.

If a DOT Telecommunications Facility or DOT Structure on which LESSEE or Sublessee/Licensee Communications Equipment is installed is so damaged that it must be removed or replaced, DOT in its sole discretion shall determine whether to rebuild. If DOT makes the determination not to rebuild, it will notify LESSEE. LESSEE's sole remedy is permanent abatement of compensation for that site.

H. DOT Telecommunications Needs. Subject to the provisions of sections VII.B.1 and VII.B.2, the LESSEE will allow the DOT to attach, operate, maintain and replace any ITS-related equipment to LESSEE Telecommunications Facilities so long as such use by the DOT does not negatively impact the LESSEE's leasing capacity on that Telecommunications Facility. Such use by the DOT shall be considered delivery of a Service by the LESSEE. The provisions of section XIV shall not apply with respect to any such matters to the extent arising out of or in connection with DOT's sole negligence in attaching, operating, maintaining, replacing or removing any ITS-related equipment located at a Telecommunications Site, all of which matters shall be the responsibility of the DOT.

VIII. Compensation

A. The LESSEE shall compensate the DOT for use of the Demised Premises by payment of the percentage of Gross revenues specified in Exhibit H. The compensation ("Rental Payments") to DOT shall be in the form of cash and/or delivery of the Services specified in Exhibit I as the DOT may from time to time determine. "Gross Revenue(s)" shall be defined for purposes of this AGREEMENT as that term is defined under Generally Accepted Accounting Principles (GAAP) and shall include gross billable earned revenue on an accrual basis for revenues earned under this Lease with the Effective Date being the date on which the accrual of revenues begins. Provided, however, that any services utilized for the LESSEE's internal use will be considered as revenue and will have an implied value at the current market rate which will be no less than that rate charged to any Sublessee/Licensee. The Gross Revenues accruing to the LESSEE's benefit will be based upon the accrued amounts available for billing its subleases or licenses during the term of this AGREEMENT. The LESSEE agrees to charge its Sublessees/Licensees, including any Sublessee/Licensee that is an affiliate of LESSEE, rates for use of the Demised Premises that are fair, reasonable and nondiscriminatory and based on fair market value. The term "affiliate" means any individual or business entity that directly or indirectly owns or controls, is owned or controlled by or is under common ownership or control with, another individual or business entity. For purposes of this paragraph the term "own" means to own an equity interest or equivalent thereof of more than 5%. DOT and the LESSEE acknowledge that fair market value is site specific, use specific and subject to change over time.

B. The LESSEE shall make quarterly Rental Payments in arrears to the DOT within thirty (30) days after the end of each calendar quarter. The LESSEE shall provide with the Rental Payments an accounting of DOT's share of gross revenues accruing during the previous quarter and the value of Services delivered. The cash Rental Payments will be reduced by the value of Services delivered to DOT during the previous quarter. In addition, the cash Rental Payment may be further reduced upon the written request of the DOT that the funds due and owing the DOT be allowed to accumulate to allow DOT to take delivery of Services at a later time. Provided, however, that such accumulated funds may be requested at any time by DOT in the form as allowed by this AGREEMENT.

C. The LESSEE, in order to ensure the DOT's receipt of full compensation from the LESSEE, shall provide to the DOT prior to the Effective Date, an irrevocable standby letter of credit (the "Rental Letter of Credit") in favor of the DOT which meets the requirements of Chapter 14-116, Florida Administrative Code, in form and substance of Exhibit D or other form of security acceptable to the DOT Comptroller, and in an amount equal to the projected compensation value for year one. Within fifteen (15) business days after each anniversary of the Effective Date and annually thereafter, the LESSEE shall cause the Rental Letter of Credit to be increased or the DOT Comptroller shall authorize the Rental Letter of Credit to be decreased, as the case may be, to reflect the total of the projected compensation for that year and any compensation due and owing the DOT that it has not been paid that has been allowed to accumulate for a later Delivery of Services, and shall deliver to the DOT a replacement Rental Letter of Credit, calculated as of the most recent anniversary of the Effective Date. The DOT may draw down on the Rental Letter of Credit if the LESSEE has defaulted in its obligation to provide cash and/or prompt delivery of the Services specified in Exhibit H of this AGREEMENT or in the exercise of the DOT's remedies under section XVI.B, such default is continuing after applicable notice and cure periods, and the DOT has suffered damages in the amount being drawn down.

D. Delivery of Services. The LESSEE shall procure Services and incidental equipment used in providing such Services using specifications provided by the DOT. Upon completion of the installation of equipment constituting part of Services, LESSEE shall notify the DOT, and the DOT's representative shall have thirty (30) days within which to inspect and test the equipment. To the extent that the installation of the equipment is not in accordance with the DOT's written specifications items of non-compliance shall be identified at the time of the inspection on a written list (a "punch list") prepared by the representatives of LESSEE and the DOT. At the end of the inspection period, or with respect to any punch list items upon completion and satisfactory reinspection of any such items, the DOT shall notify LESSEE of its acceptance of the equipment in writing and LESSEE shall have no further liabilities with respect to such work. If DOT does not provide a written acceptance and is using the equipment, it shall be presumed that all work theretofore performed by or on behalf of LESSEE was satisfactorily performed in accordance with, and meeting the requirements of this AGREEMENT, and that the DOT has accepted such work and LESSEE shall have no further liabilities with respect to such work.

The DOT acknowledges and agrees that certain permits and approvals may be required in connection with the installation of equipment. The DOT will cooperate with LESSEE and its contractors and subcontractors in connection with any required permitting and approval process and, upon request, will execute any and all documentation which may be necessary or useful in connection therewith.

Upon completion of the installation of equipment, LESSEE shall assign to the DOT any manufacturer's warranties or guaranties which LESSEE may obtain in connection therewith (the "Third Party Warranties"). The DOT acknowledges and agrees, however, that except for the Third Party Warranties (if any), the DOT shall accept equipment as installed, without any representation or warranty by or liability of LESSEE, after the DOT's opportunity for inspection and testing as provided above.

IX. Accounting Records and Reports

A. Books and Records. Records of revenues incurred and of all agreements with third parties entered into under terms of this AGREEMENT will be maintained and made available upon request to the DOT at all times during the period of this AGREEMENT and for three years after final payment to the DOT pursuant to this AGREEMENT is made. Copies of these documents and records will be furnished to the DOT upon request. The LESSEE will maintain separate books, records, and accounts in accordance with Generally Accepted Accounting Principles (GAAP) and business practices applied on a consistent basis. The LESSEE shall submit to the DOT within ninety (90) days following the close of the LESSEE fiscal year financial statements with respect to this AGREEMENT in form and substance reasonably acceptable to the DOT. The DOT and its agents and employees shall be allowed reasonable access to the books and records relating to this AGREEMENT during the regular business hours and at a place in the State of Florida convenient for that purpose, upon reasonable written notice. Twenty (20) business days shall constitute reasonable notice unless shorter period agreed to by both parties. In the event an audit reveals accounting errors and payments not in conformity with the agreement, restitution will be made upon notification.

B. The LESSEE shall submit to DOT quarterly reports thirty (30) days after the end of each calendar quarter during this AGREEMENT containing the information set out in VI.C. above.

X. Insurance

A. Description of Insurance Required. The LESSEE shall, at its own expense, procure and maintain throughout the duration of this AGREEMENT, with insurers acceptable to the DOT, the types and amounts of insurance conforming to the minimum

requirements set forth herein. The LESSEE shall not commence Work or enter upon the Premises, until the required insurance is in force and evidence of insurance acceptable to the DOT has been provided to and approved by the DOT. Subject to the right of the DOT to request, at any time, a certified copy of the policy or policies providing any such insurance, with respect to the Workers' Compensation Insurance, General Liability Insurance, Automobile Liability Insurance and Professional Liability Insurance, an appropriate Certificate of Insurance (which verifies inclusion of the DOT as an Additional Insured in the General Liability coverage, and includes sixty (60) days written notice of cancellation to DOT for all coverages) shall be satisfactory evidence of insurance. Subject to the right of the DOT to request, at any time, a certified copy of the policy or policies providing any such insurance, with respect to Property Insurance, an appropriate Evidence of Property Insurance form (ACORD Form 27) or a copy of the policy itself shall be satisfactory evidence of insurance. Until such insurance is no longer required by this AGREEMENT, the LESSEE shall provide the DOT with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance.

(i) Workers' Compensation Insurance. Such insurance shall be no more restrictive than that provided by the Standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance. The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

Part One:	"Statutory"	
Part Two:	\$500,000	Each Accident
	\$500,000	Disease - Policy Limit
	\$500,000	Disease - Each Employee

(ii) General Liability Insurance. Such insurance shall be no more restrictive than that provided by the standard Commercial General Liability Form filed for use in the State of Florida (ISO Form CG 00 01) without any restrictive endorsements. The DOT shall be included as an "Additional Insured" on a form no more restrictive than Form CG 20 10, Additional Insured - Owners, Lessees, or Contractors (Form B). The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

\$3,000,000	General Aggregate
\$3,000,000	Products/Completed Operations Aggregate
\$3,000,000	Personal and Advertising Injury
\$3,000,000	Each Occurrence

(iii) Automobile Liability Insurance. Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the standard Business Auto Policy (ISO Form CA 00 01), including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with this AGREEMENT. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

\$3,000,000 Each Occurrence - Bodily Injury and Property
Damage Combined

(iv) Property Insurance. The LESSEE shall provide, in a policy acceptable to DOT, "all risk" (i.e., Special Form) property insurance on any improvements to real property made by or on behalf of LESSEE on the Demised Premises and any personal property of the LESSEE located on the Demised Premises. The amount of the insurance shall be no less than the estimated insurable replacement value. The DOT shall be an insured on this policy. The maximum deductible for any peril other than windstorm shall be \$5000 per occurrence. The maximum deductible for windstorm shall be the greater of 4% of the estimated insurable replacement value or \$25,000.

(v) Professional Liability Insurance. The LESSEE shall provide, in a policy acceptable to DOT, professional liability insurance in the amount of \$1,000,000 for any engineering, architectural and land surveying work required in fulfilling the LESSEE's construction/ installation obligations under this AGREEMENT. The LESSEE shall provide the required insurance coverage for a minimum of three (3) years after completion of the construction/installation of the Telecommunications Facilities and Communications Equipment. The same professional liability insurance requirements shall also apply to any Telecommunications Facility or Communications Equipment relocation activities.

B. Qualification of Insurers/Group Self-Insurers - Insurers providing the insurance required by this Contract must be:

(i) authorized by subsisting certificates of authority issued to the companies by the Department of Insurance of the State of Florida or an eligible surplus lines insurer under Florida Statute 626.918, or with respect only to the Workers' Compensation/ Employer's Liability, authorized as a group self-insurer pursuant to Florida Statute 440.57 which has been in continuous operation in the State of Florida for five years or more or authorized as a commercial self-insurance fund pursuant to Florida Statute 624.462 which has been in continuous operation in the State of Florida for five years or more; and

(ii) in addition, such insurers other than those authorized by Florida Statute 440.57 or Florida Statute 624.462, shall have and maintain throughout the period for which coverage is required, a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

C. Insurance on Contractors, Subcontractors and Sublessees/Licensees. If, in connection with this AGREEMENT, a contractor or subcontractor is to perform work by or on behalf of the LESSEE on or about the Demised Premises, or if the LESSEE shall sublease any of the Premises, or any part thereof, the LESSEE shall require any such contractor, subcontractor or sublessee/licensee to provide insurance in the same manner as required by the LESSEE pursuant to this AGREEMENT.

D. LESSEE's Insurance Primary. The insurance provided by the LESSEE and its contractors, subcontractors or sublessees, including that provided to the DOT as an insured, shall apply on a primary basis. Any insurance maintained by the DOT shall be excess of and shall not contribute with the insurance provided by the LESSEE and its contractors, subcontractors or sublessees. Except as otherwise specified, no deductible or self-insured retention is permitted.

E. Insurance Is Additional Remedy. Compliance with these insurance requirements shall not limit the liability of the LESSEE or its contractors, subcontractors or sublessees/licenses. Any remedy provided to the DOT by the insurance provided by the LESSEE and its contractors, subcontractors or sublessees/licenses shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of the LESSEE) available to the DOT under this AGREEMENT or otherwise.

F. No Waiver. Neither approval nor failure to disapprove insurance furnished by the LESSEE or its contractors, subcontractors or sublessees shall relieve the LESSEE, contractor, subcontractor or sublessee from responsibility to provide insurance as required by this AGREEMENT.

G. Insurance Coverage Adjustments. The DOT reserves the right to review all insurance coverage on an annual basis and to require the LESSEE to adjust the insurance coverage based on industry standards for projects of this size and type in the county in which located.

H. Notice. As soon as practicable, after the occurrence of any accident or other event which results in or might result in injury to a person or the property of any person and which arises in any manner from the performance under this AGREEMENT, or occurs on the Demised Premises, the LESSEE shall send timely written notice thereof to the DOT setting forth a full and precise statement of the facts pertaining thereto.

XI. Removal/Relocation Letter of Credit

A. In addition to providing the Performance and Payment Bond, Construction Letter of Credit, or Construction Escrow Account or other form of security acceptable to the DOT Comptroller required under section VI.J.5. of this AGREEMENT and the Rental Letter of Credit required under VIII.C., the LESSEE, in order to ensure full compliance with the LESSEE's Telecommunications Facility removal requirements effective upon expiration of the AGREEMENT, or relocation requirements required under this AGREEMENT, shall provide to the DOT prior to the Effective Date, an irrevocable standby letter of credit (the "Removal/Relocation Letter of Credit") in favor of the DOT which meets the requirements of Chapter 14-116, Florida Administrative Code, in form and substance of Exhibit D or other form of security acceptable to the DOT Comptroller, and in an initial amount equal to the total cost for removal of the Work estimated to be undertaken during year one of the AGREEMENT. The

LESSEE agrees that the initial amount will increase to cover additional Work as Telecommunications Sites are approved and construction begins. Within thirty (30) business days after receipt of evidence of an increase in the Work, LESSEE will direct the Bank to amend the Removal/Relocation Letter of Credit to increase its amount. The DOT may draw down on such Removal/Relocation Letter of Credit only if the LESSEE has defaulted in its performance of the Telecommunications Facility or Communications Equipment removal or relocation requirements under this AGREEMENT, such default is continuing after applicable notice and cure periods. In the event the DOT draws down on the Removal/Relocation Letter of Credit and the LESSEE has continuing removal or relocation obligations under this AGREEMENT, the LESSEE shall, within fifteen (15) business days of notice of intent to draw or notice of draw down, reinstate the Removal/Relocation Letter of Credit to its original amount.

XII. Taxes and Assessments

A. LESSEE and Sublessee/Licensee Taxes. The LESSEE shall pay and discharge as they become due and shall require its Sublessees/Licensees to pay and discharge as they become due, promptly and before delinquency, all taxes, assessments, rates, charges, license fees, levies, excises or imposts, whether general or special, or ordinary or extraordinary, of every name, nature and kind whatsoever including, but not limited to, all governmental charges of whatsoever name, nature, or kind, which may be levied, assessed or charged, including any tax imposed by virtue of the provisions of Chapter 212, Florida Statutes, or which may become a lien or charge on or against the property, or any part thereof an account of the Telecommunications Facilities; or any interest of the LESSEE or Sublessee/Licensee in the Demised Premises such as a leasehold interest, or any personal property now or hereafter placed thereon and owned by the LESSEE or Sublessee/Licensee and situated on the Demised Premises, or on or against the LESSEE's or Sublessee/Licensee's leasehold estate which may be a subject of taxation. This section does not preclude the LESSEE or Sublessee/Licensee from contesting the levy of any such taxes, assessments, or other charges in good faith. Any taxes or imposts required by law to be collected by a property owner/landlord shall be paid to the DOT in a timely manner.

B. Receipts. If requested by the DOT, the LESSEE shall obtain and deliver receipts or duplicate receipts for all taxes, assessments, and other items required hereunder to be paid by the LESSEE or Sublessees/Licensees, promptly on payment thereof.

C. LESSEE Acknowledgment. The LESSEE acknowledges and agrees that payment of all taxes and assessments, and associated interest or penalties paid by the LESSEE, are in addition to the compensation to be provided by the LESSEE to the DOT under the terms of this AGREEMENT and that there shall be no off-sets against the compensation because of payment of the aforesaid.

D. Taxes Assessed DOT. The LESSEE shall be responsible for payment of and agrees to promptly pay any and all taxes or assessments, and any interest and penalties relating thereto, imposed upon the DOT because of the private, nongovernmental, commercial

nature of the LESSEE's and Sublessee/Licensees' use of the Demised Premises. Nonpayment by LESSEE of such taxes imposed on DOT constitutes a Default; provided, however, that LESSEE shall be entitled to preserve the LESSEE's rights to pursue any action to contest such taxes against the entity imposing such tax or assessment upon DOT.

XIII. Assignment/Transfer of Beneficial Interests

A. Assignment/Transfer of Beneficial Interests. Except as expressly permitted hereunder, the LESSEE shall make no assignment of this AGREEMENT or transfer any beneficial interest, in whole or in part without the written consent of the DOT, which consent will not be unreasonably withheld but may be granted upon any such reasonable conditions as the DOT may impose. The DOT expressly consents to the collateral assignment of and granting of a security interest from time to time in favor of any holder of indebtedness borrowed by LESSEE ("Lender"), whether now or hereafter existing, in and to all of LESSEE's right, title and interest in and to LESSEE's personal property (the "Collateral") provided LESSEE has given the DOT notice of the Lender's name and address, agrees to simultaneously provide Lender with a copy of any notice of default under this AGREEMENT sent to LESSEE; and LESSEE provides documentation to the DOT that the Lender agrees to cure a LESSEE default and to inspect or remove from the Demised Premises any of the Collateral in accordance with the terms of this AGREEMENT and any security documents granted in favor of Lender, provided, however, that Lender shall promptly repair, at Lender's sole cost and expense, any physical damage to the vertical support structures or other improvements to the DOT Property directly caused by said removal. In no event shall any Lender be permitted on a Telecommunications Site without first having provided the DOT prior written notice, a written agreement to indemnify the DOT in accordance with this AGREEMENT, and a certificate of insurance providing coverage required under this AGREEMENT and naming the DOT as an additional insured. Prior to any assignment becoming effective, a copy of the written agreement setting forth the respective rights and obligations of the LESSEE and assignee shall be filed with and approved by the DOT. In addition, the LESSEE may in the ordinary course of business sublease space on the Demised Premises to Sublessee/Licensee, with the consent of the DOT as provided herein, and subject to the requisite DOT approval as set forth in this AGREEMENT.

B. Subcontracts. The LESSEE may enter into subcontracts to fulfill its duties and obligations set forth herein including the delivery of Services; however, subcontracting of Work shall not relieve the LESSEE of its respective responsibilities, obligations, and liabilities under this AGREEMENT. All agreements to subcontract Work shall be in writing and must contain all pertinent provisions and requirements of this AGREEMENT. Upon request, the LESSEE shall furnish to the DOT a copy of each subcontract.

In the event the LESSEE utilizes subcontractors, the DOT will consider the LESSEE to be the sole point of contact with regard to all matters. The LESSEE's Project Manager shall oversee and have complete responsibility for the entire project, including the procurement, installation and testing of the Services provided as compensation, whether or not

the LESSEE employs subcontractors to carry out the Work or any management or delivery of Services functions.

XIV. Indemnification from Liability

The LESSEE covenants and agrees to defend, indemnify and hold harmless the DOT and all of the DOT's officers, agents and employees from any claim, demand, suit, action, judgment, expense or loss, including but not limited to attorneys' fees, response costs, or costs of taking corrective action, suffered or incurred by the DOT for or on account of: (1) personal injury (including personal injury resulting in death) to an employee or agent of the DOT, or of the LESSEE, or any other person or persons, (2) damage to property, or (3) for any other claim demand, suit, action arising or asserted to have arisen as a result of or incident to, the performance or omission by the LESSEE, its employees, contractors, subcontractors and agents, of its obligations set forth in this AGREEMENT and at law and including, without limitation, design, construction, operation, maintenance and management of LESSEE's Telecommunications Facilities; or arising because of the LESSEE's and Sublessee/Licensees' use or occupancy of the Demised Premises throughout the term of this AGREEMENT, except that the LESSEE will not be liable for damages arising out of injury or damage to persons or property solely caused by or resulting from the sole negligence of the DOT or any of its officers, agents or employees.

The LESSEE's obligation to defend, indemnify and pay for the defense or at the DOT's option, to participate and associate with the DOT in the defense and trial of any claim and any related settlement negotiations, shall be triggered by the DOT's notice of claim for indemnification to the LESSEE. The LESSEE's inability to evaluate liability or its evaluation of liability shall not excuse the LESSEE's duty to defend and indemnify within seven (7) days after such notice by the DOT is given by registered mail. Only an adjudication or judgment after the highest appeal is exhausted specifically finding the DOT solely negligent shall excuse performance of this provision by the LESSEE. The LESSEE shall pay all costs and fees related to this obligation and its enforcement by the DOT. The DOT's failure to notify the LESSEE of a claim shall not release the LESSEE of the above duty to defend and indemnify, but LESSEE shall not be liable for any additional damages attributable to the DOT's failure to timely notify the LESSEE. This indemnification is capped and limited to the amount of this AGREEMENT.

The LESSEE shall immediately send to the DOT a copy of any summons, subpoena, notice or other documents served upon or received by the LESSEE, or any agent, employee or representative of the LESSEE, arising in any manner from the performance of this AGREEMENT or due to the LESSEE's use of the Demised Premises or any part thereof.

XV. Default

A. No Waiver. No waiver by DOT hereto of any breach of any obligations, covenants or conditions herein contained, to be performed by the LESSEE, shall be construed as a waiver of any succeeding breach of the same or any other covenant or condition.

B. Events of Default. The occurrence of any one or more of the following events shall constitute a "Default" by the LESSEE, which shall give rise to the DOT's remedies set forth in XVI. below: The LESSEE fails to compensate the DOT as provided herein; LESSEE fails to perform the Work with sufficient workmen and equipment or with sufficient materials to assure the prompt completion of the Work in accordance with the approved schedule, or performs the Work unsuitably or neglects or refuses to remove materials after notice by the DOT or to perform anew such Work as may be reasonably rejected as unacceptable and unsuitable, or fails to timely complete relocation Work; or abandons a Telecommunications Site, or becomes insolvent or is declared bankrupt, or files for reorganization under the bankruptcy code, or commits any act of bankruptcy or insolvency, either voluntarily or involuntarily, or allows any final judgment to stand against it unsatisfied for a period of sixty (60) calendar days, or makes an assignment for the benefit of creditors or fails to maintain the Letters of Credit and/or Performance and Payment Bond as required herein, or makes a material misrepresentation or omission in any financial materials or other materials submitted by LESSEE to the DOT or fails to perform any of the duties or obligations of this AGREEMENT, or for any other cause whatsoever, fails to perform the Work in a reasonably acceptable manner.

C. Notice of Default. The DOT will give notice in writing to the LESSEE of all events of Default. If the LESSEE, within a period of ten (10) business days after the written notice described above (the "Cure Period"), has not corrected the conditions of which complaint is made, or commenced to correct and preceded to diligently prosecute such correction, the DOT shall have full and unilateral power and authority, without violating the AGREEMENT to avail itself of the remedies set forth in section XVI.

XVI. Remedies

If a Default occurs, and after applicable notice and Cure Periods, the DOT shall have all rights and remedies allowed by law and under any other provision of this AGREEMENT as well as the rights and remedies set forth below. All rights and remedies available to the DOT shall be distinct, separate and cumulative.

A. Completion of Construction; Completion of Removal or Relocation by the DOT. In the event the LESSEE is in Default because construction or removal/relocation of a Telecommunications Facility is not substantially complete in accordance with the requirements of this AGREEMENT, the DOT may draw down on the Construction Letter of Credit or Construction Escrow Account, as applicable, or the Removal/Relocation Letter of Credit, respectively, and complete or cause to be completed the required construction or removal/relocation Work with respect to a Telecommunications Facility. The DOT will have full power and authority to appropriate or use any or all materials and equipment on the site which

are suitable and acceptable, and may enter into an agreement with others for the completion of the Work under this AGREEMENT, or may use other methods which in the opinion of the DOT are required for the completion of the Work in an acceptable manner. All costs and charges incurred by the DOT because of the LESSEE's Default, including the costs of completing the Work under the AGREEMENT, shall be charged against the LESSEE.

B. Failure to Perform. In the event the LESSEE is in Default because of its failure to perform any of its duties and obligations set out in this AGREEMENT at one or more of the Telecommunications Sites other than its obligations set out in section VIII. and continues to be in default after the Cure Period, the LESSEE shall contract with a qualified management entity, subject to the written consent of the DOT which consent will not be unreasonably withheld, to carry out all of the duties and obligations under this AGREEMENT except for LESSEE's financial obligations to DOT including compensation and the maintenance of the Removal/Relocation Letter of Credit and the Rental Letter of Credit. LESSEE shall be liable for all costs associated with the management of the AGREEMENT by a Management Entity. To guarantee the payment of such costs, the LESSEE shall, at the time of its contracts with the management entity, establish an irrevocable standby Letter of Credit (the Management Letter of Credit) in favor of the DOT which meets the requirements of Chapter 14-116, Florida Administrative Code, in the form and substance of Exhibit D and in an amount equal to the management fees for each year commencing with year one and, as may be required, increasing the Management Letter of Credit for each succeeding year. The LESSEE acknowledges that its contract with a Management Entity does not act as an assignment of its duties and obligations under this AGREEMENT.

C. Termination. If after written notice by the DOT and Cure Period, the LESSEE fails to contract with a management entity, or such management entity fails to comply with its duties and obligations hereunder, or LESSEE fails to comply with section VIII., or fails to comply with other financial obligations set out in the AGREEMENT, this AGREEMENT shall be terminated upon thirty (30) days written notice to LESSEE by DOT.

The LESSEE acknowledges and agrees to indemnify and hold the DOT harmless from claims by any of its subcontractors or any Sublessee/Licensee for loss of anticipated profits that fail to be realized or claims based on the cessation of services caused by the termination of this AGREEMENT. Further, the LESSEE acknowledges and agrees that upon termination of the AGREEMENT the Telecommunications Facilities owned by the LESSEE become the property of the DOT, at no cost to the DOT, and such ownership does not constitute a forfeiture.

D. Right of Re-entry. The LESSEE acknowledges and agrees to the DOT's immediate right of re-entry of the Demised Premises upon the expiration or earlier termination of this AGREEMENT.

XVII. Miscellaneous

A. Payment of Tolls. All vehicles required by the LESSEE to service, supply, inspect or otherwise conduct its operations, including vehicles operated by employees and/or suppliers and distributors, commuting to and from the Demised Premises shall pay such tolls as are prescribed by the DOT or transportation authority.

B. Advertising Signs. No advertising signs of any kind will be allowed on the Demised Premises.

C. Laws, Ordinances, Licenses and Permits.

1. The LESSEE shall comply at all times with all federal, state, and local laws and ordinances, rules and regulations concerning building design and construction/installation, safety, health, fire codes, sanitary codes, employee license requirements, and all other legal requirements that may be applied to the LESSEE as a result of this AGREEMENT.

2. The LESSEE, at its sole expense, will obtain and maintain all permits and licenses necessary for the construction/installation, operation and maintenance of the Telecommunications Facilities and to conduct its business under this AGREEMENT, including, but not limited to, all local zoning permits and all requirements of the Florida Public Service Commission, FCC and FAA, as applicable.

3. The LESSEE agrees and warrants that in the performance of the AGREEMENT, it will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, sex, religion, or national origin in any manner prohibited by the laws of the United States or the State of Florida.

D. Construction Carried Out by the DOT. It is expressly understood and agreed by the LESSEE that the DOT shall have the right at any time during the term of this AGREEMENT to make roadway improvements which may affect the Demised Premises. Prior to construction of such roadway improvements, the DOT will provide adequate notice to the LESSEE to allow for an orderly relocation of its Telecommunications Facilities, if relocation is necessary as set forth in section VII.E. During any such construction the LESSEE acknowledges and agrees that there shall be no reduction in compensation to the DOT, and that the DOT shall be under no obligation to the LESSEE for any monetary losses of the LESSEE or those of any party claiming by or through the LESSEE associated with any work carried out by the DOT or its contractors during such roadway improvements.

E. Safety. Any construction/installation of the LESSEE's Telecommunications Facilities and any installation, maintenance, repair and operation of the Telecommunications Facilities or Communications Equipment shall be performed and arranged in a manner which will not interfere with DOT's use of the Transportation Facilities with respect to the convenient, safe and continuous use, or the maintenance and improvement, of the public roadways located on or adjacent to the Demised Premises and in accordance with the terms of any special permits issued for construction and maintenance of the Telecommunications Facilities governing

LESSEE's means of access to a Telecommunications Site and conduct while on a Transportation Facility or other safety-related matters.

F. Warranty of LESSEE. The LESSEE warrants that it has not employed or retained any company or person, other than a bona fide employee, professional or consultant working for the LESSEE, to solicit this AGREEMENT and that it has not paid or agreed to pay any company or person, other than a bona fide employee, professional or consultant working for the LESSEE, any fee, commission, percentage, brokerage fees, gifts or any other consideration contingent upon or resulting from, the award or making of this AGREEMENT. For breach or violation of this warranty, the DOT shall terminate and cancel this AGREEMENT without incurring any liability therefore.

G. Notices. All notices, demands, or other writing required to be given or made or sent, or which may be given or made or sent, by either party hereto to the other, shall be deemed to have been fully given or made or sent when made in writing and either personally delivered by hand or by a nationally recognized overnight courier or deposited in the United States mail, registered or certified and postage prepaid, and addressed as follows:

To DOT: Secretary, DOT
605 Suwannee Street
Tallahassee, FL 32399-0450

To LESSEE: Lodestar Towers, Inc.
218 U.S. Highway 1
Suite 300
Tequesta, FL
ATTN: Paul W. Scott

Copies to: DOT General Counsel
605 Suwannee Street
Tallahassee, FL 32399-0450

Copies to: Byrne, Crosby
8 King Street East
Suite 1600
Toronto, Ontario, Canada M5C 1B5
ATTN: Thomas Byrne

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

H. Construction. This AGREEMENT and all rights and obligations arising thereunder shall be governed by and construed in accordance with the laws of the State of Florida.

I. Force Majeure. In the event that the LESSEE's operations hereunder shall be interrupted, or prevented, by reason of Force Majeure, the LESSEE shall be excused for that period of such delay or interruption.

J. Entire Agreement. This AGREEMENT, with all exhibits and amendments, contains the entire understanding of the parties with respect to the matters covered by this AGREEMENT, and no other agreement, statement or promise made by any party or to any employee, officer, or agent of any party which is not contained in this AGREEMENT shall be binding or valid.

K. Severance Clause. Any portion of this AGREEMENT declared invalid shall be severed from the remainder, which shall then be read independently of the stricken portion.

L. Venue. The parties to this AGREEMENT hereby understand and agree that the venue for matters or disputes that may arise as a result of this AGREEMENT shall be in Leon County, Florida.

M. Effect of Government Regulations. The LESSEE shall comply with all current or future state and federal governmental regulations relating to the construction/installation, maintenance and operation of LESSEE's Telecommunications Facilities and installation of Communications Equipment on DOT Telecommunications Facilities or DOT Structures, and maintenance of the Demised Premises.

N. Amendments. No provision of this AGREEMENT may be amended or added to except by an agreement in writing signed by the parties hereto.

O. Public Records. The DOT shall have the right to unilaterally cancel this AGREEMENT for refusal by the LESSEE to allow public access to all documents, papers, letters or other materials, subject to the provisions of Chapter 119 and Section 812.081, Florida Statutes, and made or received by the LESSEE in conjunction with this AGREEMENT. The LESSEE agrees that it shall make no statements, press releases or publicity releases concerning this AGREEMENT or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this AGREEMENT, or any particulars thereof, during the period of the AGREEMENT, without first notifying the DOT and securing its consent in writing. The LESSEE also agrees that it shall not publish, copyright or patent any of the data furnished in compliance with this AGREEMENT, it being understood that such data or information is the property of the DOT.

P. Intellectual Property. Neither party shall have or acquire hereunder any right whatsoever in any intellectual property right (e.g., patent, copyright, mask work, trademark, trade name, logo, trade secret, service mark, or know-how) of the other party as a result of this AGREEMENT, and nothing in this AGREEMENT is intended or shall be construed as a transfer, grant, license, release or waiver of any intellectual property right of either party, in any country.

Q. Section 287.133(3)(a), Florida Statutes. Section 287.133(3)(a), Florida Statutes, requires that the LESSEE be informed of the following provisions of section 287.133(2)(a), Florida Statutes: "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017,

F.S., for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

R. Illegal Aliens. The DOT shall consider the employment by the LESSEE of unauthorized aliens a violation of section 274(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this AGREEMENT.

S. Rights of Third Parties. This AGREEMENT shall not create any third party beneficiary hereunder, nor shall this AGREEMENT authorize anyone not a party hereto to maintain a suit against the DOT pursuant to the terms of this AGREEMENT.

T. Successors and Assigns. This AGREEMENT shall be binding upon the successors, assigns and legal representatives of the LESSEE and the DOT.

U. Conflict of Law. In any instance of conflict arising out of the interpretation of federal, state and local laws governing the siting, construction, operation, maintenance and management of the Demised Premises, the most stringent will govern.

V. DOT Document Approval. Approval by DOT of any documents required to be submitted by the LESSEE under the terms of this AGREEMENT does not create any liability on the part of DOT for the suitability or adequacy of such submittals.

W. Exhibits and Submittals. All Exhibits attached to this AGREEMENT are made a part hereof as if fully copied herein. All submittals required to be submitted by the LESSEE that are approved by DOT are by reference made a part of this AGREEMENT as if fully copied herein.

X. Time is of the Essence. Time is of the essence of this AGREEMENT, and of each and every covenant, term, condition and provision hereof.

Y. Condition Precedent. The inclusion in this Agreement of property owned by the Trustees of the Internal Improvement Trust Fund and leased by DOT is contingent upon the execution of an agreement between the DOT and the Department of Environmental Protection.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their respective names the day, month and year first above written.

LODESTAR TOWERS, INC.

By: *Paul A. Dickie*
Authorized Signature

Title: *President*

If individual furnish two witnesses:

Christie Moore

Witness (1)

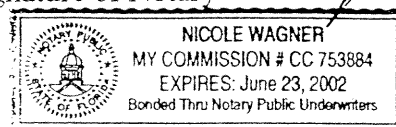
Paul A. Dickie

Witness (2)

STATE OF FLORIDA
COUNTY OF **PALM BEACH**

The foregoing instrument was acknowledged before me this 23rd day of **February, 1999**, by **Paul A. Dickie** as **President** for **Lodestar Towers, Inc.** whom is **X** personally known or _____ produced identification _____ type of identification produced.

Nicole Wagner
Signature of Notary



Stamp of Commissioned Notary Public

FLORIDA DEPARTMENT OF TRANSPORTATION

By:

Thomas F. Barry, Jr.
Thomas F. Barry, Jr., Secretary

WITNESSED:

Olivera Chase

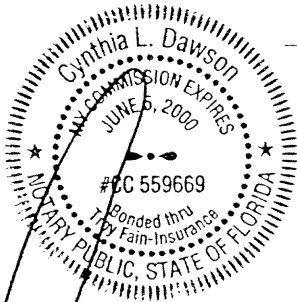
Maurice Bradley

STATE OF FLORIDA
COUNTY OF LEON

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State of Florida aforesaid and in the County aforesaid to take acknowledgments, personally appeared Thomas F. Barry, Jr., well known to me to be Secretary of the Florida Department of Transportation, who is personally known to me, and that he acknowledged executing the same on behalf of the State of Florida in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him by said State.

WITNESS my hand and official seal in the County and State last aforesaid this 25th day of

March, 1999.



Cynthia L. Dawson

Signature of Notary

Cynthia L. Dawson

Name of Notary

Commission Number: CC559669

My Commission Expires: June 5, 2000

FOR DOT USE ONLY

T. F. Barry, Jr.
Contractual Service Office

Robert M. B...
General Counsel's Office

Robin M. Nantou
Florida Department of Transportation
Comptroller's Office

LIST OF EXHIBITS

- A - Siting Criteria and Technical Specifications
- B - DOT District Information
- C - Required Submittals
- D - Construction Letter of Credit form
- E - Construction Escrow Account form
- F - Current ITS Initiatives
- G - Right of Way Management Plan
- H - Compensation Schedule
- I - Services
- J - The Location of District Office Buildings, Maintenance Yards, Subyards and Construction Yards

EXHIBIT A

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GENERAL

These guidelines address locations where the DOT will allow the construction of new telecommunications facilities as well as specifying other DOT Property that may be available to mount communication equipment.

Additionally, this document provides technical information and requirements for construction of telecommunications facilities and the installation of communications equipment on DOT right-of-way, DOT telecommunication facilities and other DOT Property.

1 NEW TELECOMMUNICATIONS FACILITIES

This section addresses the installation of telecommunications facilities on DOT limited access rights-of-way and other DOT Property where DOT telecommunications facilities do not presently exist. The guidelines found within this section will also apply to the utilization of existing DOT telecommunications facilities where the tower must be replaced to accommodate the additional loading(s).

1.1 Acceptable Locations

The DOT has approximately 2000 miles (3225 kilometers) of limited access rights-of-way which could potentially provide sites to locate telecommunication facilities as well as other property that could prove suitable to support telecommunication facilities. This section delineates those locations where the DOT would consider allowing the installation of telecommunications facilities. The DOT, however, retains the authority to disapprove any site should that site be deemed inappropriate for a telecommunication facility. Frequency interference, public safety and aesthetics are some issues that could cause the DOT to deem a site as inappropriate for the construction of a telecommunication facility.

1.1.1 Limited Access Facilities

Locating towers within the rights-of-way of limited access facilities will provide the most opportunities for the installation of telecommunication facilities. Limited access in this section refers to Interstate highways as well as highways operated and managed by the Florida Turnpike. Locations within limited access rights-of-way where the installation of telecommunication facilities may be considered fall within two areas. These areas include rights-of-way adjacent to the mainline as well as rights-of-way associated with interchanges.

- Mainline

Telecommunication facilities may be allowed along the mainline between interchanges. The facility shall be located at the farthest point from the edge of pavement as possible.

- Interchange Area

Telecommunication facilities may be allowed either within the ramps (infield areas) or outside the ramps between the edge of pavement and the rights-of-way fence line. For telecommunication facilities located in the infield, the facility should be located on dry ground that allows for the most direct access to the site. For sites outside the ramps, the telecommunication facility should be located at the farthest point possible from the edge of pavement. No facilities will be allowed within interchanges between limited access facilities.

1.1.2 Rest Areas

Due to the efforts that have been made to landscape and enhance the appearance of buildings and other facilities in rest areas, consideration of rest areas will be made on an exception basis. Telecommunication facilities that are allowed within rest areas will be located so that they are adjacent to the back property line or in an otherwise secluded portion of the rest area. The facility would be located so that natural vegetation found within the rest area hides the compound from view, as much as possible.

1.1.3 Weigh Stations

Telecommunication facilities may be allowed within the weigh station area adjacent to the property line (rights-of-way line). The facility shall be located at the farthest point from the edge of pavement as practical. Weigh stations have been undergoing improvements and before a weigh station site is proposed, coordination with the Motor Carrier Compliance Office would be advisable to determine the sites feasibility.

1.1.4 Service Plazas

Towers may be allowed within service plazas along the Florida Turnpike. Each service plaza is unique but, in general, the tower shall be located as far away from the center of activity of the plaza, in particular the Service Station, as possible.

1.1.5 Excess Property

Telecommunication Facilities may be allowed on excess property owned by the DOT that is large enough to support the facility. Access to the telecommunication facility shall not be from the limited access facility mainline. Parcel locations can be determined by calling the appropriate DOT District Rights-of-Way Office.

1.1.6 Maintenance Yards

Telecommunications Facilities may be allowed in DOT maintenance yards and subyards. The location of the Telecommunications Facility within each yard or subyard property shall be such that the yard's security is maintained. The decision on the availability of any maintenance yard or subyard would be made on a case by case basis.

1.2 Technical Considerations

This section address the technical information and requirements that must be considered and/or addressed when constructing telecommunication facilities on DOT limited access rights-of-way and other property where DOT communication facilities do not presently exist or where an existing DOT tower must be replaced to accommodate the new telecommunication facility.

1.2.1 Future Roadway Improvement Projects

Telecommunication facilities constructed on DOT rights-of-way shall not impact the DOT's ability to implement capacity improvements to the State Highway System nor affect the DOT's ability to utilize other DOT owned property in the future. Information regarding the DOT's construction program is found in the five-year work program, which represents projects currently funded, the 10 year interstate program and the year 2020 cost feasible plan. The five-year work program can be purchased from the DOT Maps and Publications Office. The 10 year Interstate Plan and the 2020 Cost Feasible Plan can be acquired from the DOT Planning Office.

Additionally the DOT is developing an RFP to locate fiber optic cable with in the same rights-of-way that telecommunication facilities may be allowed under this RFP. The placement of telecommunication facilities shall not affect the ability to locate the fiber optic cable within the rights-of-way. The cable will be located in a corridor approximately 10 feet (3 meters) wide adjacent to the rights-of-way line on one side of the roadway only. To avoid any conflict with the fiber cable, no construction will be conducted in the fiber corridor.

Telecommunication facilities proposed for other DOT property cannot interfere with improvements that might be in progress or planned.

1.2.2 Tower Design

Due to limitations on DOT rights-of-way and property to support a telecommunication facility, only self supporting towers will be considered. For this document, the term tower would also include the mono-pole. For sites where an existing DOT tower would have to be replaced, the replacement tower shall not be a mono-pole and shall be of solid leg design.

materials, including posts and braces, shall be metal and be in accordance with Section 966-1, Type B, fencing and construction standards shall be in accordance with Section 550-4; both delineated in the referenced DOT specification and Index Number 452 of the FDOT Roadway and Traffic Design Standard booklet.

The basic fence height shall be a minimum of 6 feet (1.8 meters) and shall be topped with barbed wire in accordance with Section 966-3 of the referenced FDOT specification. In addition, the fence fabric shall be fastened to a horizontal fence pole at the top of the fence. The fence shall include a gate made of the same material as the fence.

For interstate sites where access is from the adjacent property, the existing rights-of-way fence shall be tied into the corner posts of the compound security fence so that access to the rights-of-way from adjacent property remains restricted. Access to the telecommunication site from the interstate rights-of-way will not be allowed unless an exception is approved by the DOT and the Federal Highway Administration.

All fencing must be grounded for safety reasons.

1.2.8 Waveguide Ladder

The waveguide ladder, if applicable, shall be sufficiently sized to accommodate all tower users.

1.2.9 Compound Gravel

The fenced compound area at all new sites shall be treated with an approved herbicide, covered with weed prevention material (6 mil plastic sheets) then gravel or crushed rock applied to the area such that mowing and other maintenance requirements are minimized unless otherwise approved by the DOT. The gravel or crushed rock shall not exceed 3 inches (75 mm) in diameter, so that foot traffic is not difficult.

1.2.10 Criteria for Tower Placement and Site Access

The telecommunications facilities located on limited access facilities will be located as far as practical from the roadway and close to the rights-of-way fence, if applicable. Buildings and other above ground appurtenances will be located immediately adjacent to the tower. In no case will structures be located within the clear zone. The preferred locations in descending order of preference with required access method, are listed below:

- ① Along the mainline, as close as practical to the rights-of-way fence, with access from outside the rights-of-way.
- ② Within weigh stations, with access from the parking lot or ramps.
- ③ Within Interchange areas with access from outside the limited access rights-of-way and connecting ramps (e.g. access is from frontage roads or crossroads).

1.2.3 Tower Lighting

For towers that must be lighted, medium intensity white lighting will not be approved for nighttime operation for locations that fall within urban areas. Any combination of lighting that presents the red beacons at night is permissible. Medium intensity white light is permissible in rural areas and the DOT prefers that the tower not be painted. Replacement towers for DOT telecommunication sites shall be dual lighted and not painted.

1.2.4 Tower Strength

Towers must be designed to support antenna arrays (including side arms) to accommodate a minimum of three different telecommunication companies and antennas to support the DOT's 47 MHZ land mobile radio system and DOT's 45 MHZ radio system operated by the DOT's Motor Carrier Compliance Office. For free standing towers not of mono-pole design, the towers shall also be designed to support two 8 foot (2.4 meter) solid microwave dishes.

For planning purposes, the DOT's 47 and 45 MHZ antennas should be considered as top mounted. Should it be impossible to locate the DOT's 47 and 45 MHZ antennas at the top they should be considered as being mounted as high on the tower as possible.

For growth, the towers will be designed for a minimum of 30% more capacity.

1.2.5 Design Standards

Towers, foundations and anchors (if applicable) shall be designed to meet or exceed the requirements of EIA Standard RS-222-E or latest revision, ASCE-7 plus applicable manufacturer's instructions and standard practices. Local structure design standards may apply if they exceed EIA or ASCE standards.

1.2.6 Clear Zone Preservation

In all cases, towers, buildings, and other types of above ground appurtenances will be located as far from the roadway as possible. Appendix A indicates the clear zone requirements as found in the DOT's Plans Preparation Manual. A minimum of 50 feet (15 meters) should be the standard where possible. Above ground appurtenances will not be placed in locations that require new barriers to maintain a safe clear zone.

1.2.7 Fencing

Fencing shall be Type B (chain link) as specified in Section 550 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, 1991. The fencing

- ④ Within interchange areas with access from the right side of the ramp. This does not include loop ramps (see number 6).
- ⑤ Within interchange ramp infield areas, with access from left side of the ramp.
- ⑥ Within interchange areas, inside loop ramps, with access from the right side of the ramp.
- ⑦ Within aesthetics areas such as rest areas or welcome centers, with access from the parking lot or ramps. Due to the considerable expenditures incurred to landscape and enhance the appearance of buildings and other facilities, these areas should be avoided if possible and used only as a last resort.

The access criteria as stated above applies to access during construction of the telecommunication facilities as well as access after construction is complete. Access from the mainline for construction, expansion, routine servicing, or maintenance will not be allowed.

Additionally, existing control of access points and location of the rights-of-way fence will be maintained. Access through the rights-of-way fence for telecommunications facilities located off the rights-of-way will not be allowed. Telecommunication facilities located along the mainline will be enclosed by a fence tied into the existing fence so as not to break the control of access. Access to these areas will be through a gate from the adjacent property.

1.2.11 Equipment Enclosure

Equipment enclosure requirements can be tailored to meet the equipment needs at a telecommunication site. Either one walk-in shelter and/or weatherproof cabinets will be permissible. Should a walk-in shelter be necessary to house the needed equipment, it shall be aesthetically pleasing with a aggregate finish colored in earth tones to blend in with the surroundings. For new tower locations the walk-in shelter, if used, must be sized to accommodate the equipment demands of three separate users at the telecommunications site.

Bullet resistive equipment shelters or weather proof cabinets are not mandatory. However, the DOT is not responsible for loss due to vandalism. The DOT's bullet resistive requirement stipulates that the enclosure surface shall be capable of stopping a .30-06 caliber high power rifle bullet at 25 feet (7.6 meters) in accordance with the procedure listed in UL-752.

2 EXISTING DOT TELECOMMUNICATION SITES

This section addresses the requirements for installation of telecommunications equipment on existing DOT telecommunication sites.

2.1 Available Facilities

The majority of the towers at DOT Telecommunication Sites which are at interstate locations fall in the 200 to 300 feet (60 to 90 meters) AGL range and have been designed with reserve

capacity to support future use of the tower. The towers that have been erected in the DOT maintenance and construction yards are generally 200 feet and under AGL with most having little or no reserve capacity for future growth. Available tower locations are listed in Appendix B. Utilization of towers located in maintenance yards is subject to yard's existing security requirements.

A majority of the available towers erected by the DOT that are not on Turnpike rights-of-way are free standing towers supported by three legs. A majority of the towers constructed by the Turnpike are guyed towers.

DOT towers have generally been manufactured by Rohn, Andrews and Central Tower and are either hollow or solid leg towers. Contact the DOT Traffic Engineering Office for details regarding available towers.

2.2 Technical Considerations

This section addresses the technical information and requirements that must be consider and/or address when installing telecommunications equipment at existing DOT telecommunication sites.

2.2.1 Tower Strength Review

A structural analysis of the tower at DOT telecommunication sites shall be undertaken to determine the towers capabilities to accommodate the additional loads that will be placed on the tower. This analysis shall also consider a future load for the DOT's 47 MHZ land mobile radio system and the Motor Carrier Compliance Office's 45 MHZ radio system as being existing loads. The 47 MHZ and 45 MHZ antennas should be considered as top mounted for analysis purposes.

Towers, foundations and anchors (if applicable) shall be analyzed utilizing the requirements set forth in EIA Standard RS-222-E or latest revision, ASCE-7 plus applicable manufacturer's instructions and standard practices. The twist and sway limits at the microwave mounting points shall not exceed $\frac{1}{2}$ the beam width specified for the antennas installed on the tower under a uniform wind loading of 120 MPH (190 KMPH) and a temperature range of -12 degrees C to 49 degrees C. ~~Beam width for 8 ft (2.4 meter) dish is 0.65 degrees.~~
1.30 Beam with total is 1.30

Should the analysis indicate that the tower will not support the additional loads, the tower shall be strengthened or replaced in order to utilize the DOT telecommunication site.

An analysis of the foundation shall also be undertaken to determine if the foundations will capable of resisting the moments that would cause the tower to overturn. The structural analysis shall be submitted to the Traffic Engineering Office for review and approval.

Contact the DOT's Traffic Engineering Office to assist in determining the existing tower loads.

2.2.2 Site Grounding

The existing towers have an extensive grounding system buried a minimum of 2½ ft (0.75 meters) below ground. The grounding consists of either ½ in (13 mm) copper pipe or #2 AWG minimum copper wire radiating out from the tower legs. These copper radials may extend beyond the fence line but will remain on DOT rights-of-way. Should any grounding electrodes be severed during installation of and new telecommunications equipment, they shall be reattached using exothermic bonding techniques (i.e. CADWELD).

2.2.3 Fencing

Most existing tower locations are fenced. Should telecommunication equipment added to a DOT telecommunication site not fit completely in the fenced area, the fence may be expanded to accommodate the added equipment. New fencing shall conform to the DOT's standard practice as outlined in the preceding section (1.2.7) and be tied into the existing grounding system.

The gate for sites where the DOT will be sharing shall be double locked so that each occupant has a separate key.

2.2.4 Site Access

For locations where existing DOT telecommunication sites will be utilize, access may be the same as that utilized by DOT Maintenance personnel. However, access is subject to DOT approval and should access utilized by the DOT not be approved, the access criteria set forth in Section 1.2.10 shall be adhered to.

2.2.5 Vertical Requirements

Proper separation between antennas shall be maintained and be in accordance with the manufacturer's recommendations.

2.2.6 Maintain Existing Communications

The DOT's communication capabilities as well as other tower users capabilities must be maintained during installation of telecommunication equipment at DOT telecommunication sites.

2.2.7 Clear Zone Preservation

Should the fenced area need to be expanded to accommodate additional equipment, the expansion shall not fall within the clear zone established for the facility. See Appendix A for clear zone requirement.

2.2.8 Equipment Enclosure

A separate equipment enclosure shall be required at existing DOT telecommunication sites. Either a weather proof cabinet or walk in shelter is permissible. If a walk in shelter is selected, the shelter can be sized to meet only the proposed equipment needs.

Bullet resistive equipment shelters or weather proof cabinets are not mandatory. However, the DOT is not responsible for loss due to vandalism. The DOT's Bullet resistive requirement can be found in section 1.2.11.

3 OTHER EXISTING FACILITIES

This section addresses the installation of telecommunications facilities on other DOT structures that were designed and constructed for purposes other than communications.

3.1 Available Facilities

The DOT has constructed numerous transportation related structures that may be suitable to support a telecommunication facility. This section delineates these other locations where the DOT may consider the installation of telecommunication facilities.

3.1.1 High Mast Light Standard

Most every major interchange now has high mast lighting and the trend is to replace traditional lighting at interchanges with more high mast lighting. With the exception of interchanges between high speed limited access facilities, high mast lighting poles may be available for use as a telecommunication site.

3.1.2 Traditional Roadway Lighting Standards

Traditional lighting standards are located generally at interchange areas and may be available for use as a telecommunication site.

3.1.3 Bridge Structures

Bridge structures would generally not be available for use as a telecommunication site. Each request to utilize a bridge structure would be considered on a case by case basis and must be approved by the State Structures Design Engineer.

3.1.4 Sign Supports

The vertical members of overhead sign supports may be available for use as a telecommunication structure. Those overhead sign supports found on bridge structures would be considered part of the bridge structure and approval would be determined on a case by case basis.

3.1.5 Buildings

DOT owned buildings may be available for use as a telecommunication structure. Each request to utilize a DOT building would be considered on a case by case basis.

3.2 Technical Considerations

This section addresses the technical information and requirements that must be considered and/or addressed when installing telecommunications equipment at other existing facilities that could support telecommunications but were not designed specifically for communication purposes.

3.2.1 Strength Review of Existing Structure

A structural review shall be undertaken to determine that the structure(s) being considered will have the capabilities to adequately support the loading that will be placed on the structure. The analysis will consider the appropriate design wind speeds for the location(s) being considered as denoted in the DOT's Standard Index (index number 9535).

3.2.2 Structure Replacement Criteria

Should a structure be determined that it cannot support the additional load, its replacement may be allowed as long as it is aesthetically similar to the structure being replaced.

For high mast lighting poles, the addition of equipment must not interfere with the light fixture's ability to lower and raise the lighting array for maintenance.

Any structure that would require the temporary closing of a lane to replace would generally not be approved. Exceptions would be handled on a case by case basis.

3.2.3 Fencing

Generally, fencing will not be allowed to secure telecommunication equipment at other existing facilities that are not normally utilized for communications. Fencing to secure equipment may be approved on a case by case basis and only if the equipment will be located outside the clear zone. New fencing shall conform to the DOT's standard practice as outlined in the preceding section (1.2.7) and be grounded for safety.

3.2.4 Site Access

For locations where other existing facilities will be utilized, access may be the same as that utilized by DOT maintenance personnel. However, access is subject to DOT approval and should access utilized by the DOT not be approved, the access criteria set forth in Section 1.2.10 shall be adhered to.

3.2.5 Equipment Enclosure

The equipment enclosure for other existing facilities shall generally be a weather proof cabinet. Shelters may be permissible on a case by case basis depending on the room available.

3.2.6 Clear Zone Preservation

The installation of telecommunication facilities on other DOT structures shall be only on structures that are outside of the clear zone. See Appendix B for clear zone requirements.

4 MISCELLANEOUS REQUIREMENTS

This section addresses the technical information and requirements that are common to all three sections listed above and must be considered and/or addressed when constructing telecommunications facilities on DOT property.

4.1 Backup Power

For new telecommunication facilities and existing DOT telecommunication sites, backup power may be delivered by a onsite generator. For other existing facilities, backup power shall be delivered generally by means other than an onsite generator. Use of an onsite generator may be approved on a case by case basis only. Approval of use of a generator at other existing facilities will be based on aesthetics, available room and safety issues.

4.2 Generator Fuel Tank Protection

Should backup power be provided at a telecommunications site by means of an onsite generator, the fuel tank shall be located above ground and protected against acts of vandalism. The fuel tank shall be protected by a bullet resistive wall surrounding the tank itself. An exception could be granted on a case by case basis and would only be approved should the telecommunication site be located within an area considered to be secured.

4.3 Site Grounding (Lightning Protection)

New structures shall adhere to industry standards regarding site grounding practices and a total grounding system (Antenna support, equipment enclosure and fence if allowed) will be constructed that provides ten (10) ohms or less resistance to Earth with the utility ground disconnected. For existing structures, the grounding scheme shall be integrated in with the existing ground geometry to minimize potential differences between all points in the combined system. A site grounding design shall be submitted, for each location, to the DOT Traffic Engineering Office for review before beginning the installation of the grounding system.

4.4 Damage Mitigation

Upon completion of a new telecommunication site or upon the replacement of an existing structure, all disturbed areas that are not incorporated into the telecommunication site are to be returned to their original condition. This would apply primarily to new telecommunication sites, but would apply to any site where heavy equipment utilized in the installation, alters the surface condition of the ground. Any ground rutted by equipment or otherwise damaged must be returned to its original condition and the ground cover repaired. For those instances where this is not possible, the DOT will require an approved mitigation plan.

4.5 Primary Power, Phone and Other Utilities

For new telecommunication sites on DOT rights-of-way, power, phone and other utilities needed at that site shall be brought to a drop pole on DOT rights-of-way adjacent to the fence. Power, phone and other utilities will then be run underground to the equipment shelter/cabinet and related facilities. If the fenced compound is adjacent to the rights-of-way fence line, power, phone and other utilities should be dropped to inside the compound and then run underground to the equipment shelter/cabinet and related facilities.

For existing DOT telecommunication sites and other existing facilities (those sites not traditionally utilized for communications), power, phone and other utilities will be brought from an existing drop pole if possible. If it is not possible to utilize an existing drop pole, power, phone and other utilities will be delivered to the telecommunication site as described for a new telecommunication site.

Power, phone and other utility runs will not be allowed longitudinally along the limited access facility on DOT rights-of-way.

4.6 Site Visits

Site visits are encouraged to inspect all potential telecommunications sites prior to developing a technical proposal to become familiar with local conditions or special

requirements which may in any manner affect the work to be done or the equipment, materials, labor and services required.

4.7 Equipment Requirements

All equipment used such as receivers, power supplies, and transmitters must be FCC type accepted and conform to FCC requirements for minimum electromagnetic radiation.

4.8 FAA Requirements

Any proposer whose proposed construction or alteration will be more than 200 feet in height above the ground level at its site or the proposed construction or alteration is of greater height than an imaginary surface extending outward and upward 100 to 1 for a horizontal distance of 20,000 feet from the nearest point of the nearest runway of each public and military airport shall notify the Federal Aviation Administration (FAA) in accordance with provisions of 14 Code Federal Regulations Part 77, ss 77.13.

As a result of such Notice, any proposed construction or alteration determined by the FAA to exceed a federal obstruction standard must be permitted under the provisions of Chapter 333, Florida Statutes.

Questions regarding these requirements should be referred to the FDOT Aviation Office, Mr. A. J. Roberts at (850) 414-4507. Location of public and military airports are available from the Aviation Office or the Public Transportation Aviation staff at each District Office. Federal Notice of Construction forms (FAA Form 7460-1) are available from these FDOT offices or from any FAA facility.

APPENDIX A

DESIGN SPEED (km/h)	CLEAR ZONE WIDTH (METERS)			
	≥ 1500 AADT		< 1500 AADT	
	TRAVEL LANES & MULTI-LANE RAMPS	AUXILIARY LANES & SINGLE LANE RAMPS	TRAVEL LANES & MULTI-LANE RAMPS	AUXILIARY LANES & SINGLE LANE RAMPS
< 70	5.4 m	3.0 m	4.8 m	3.0 m
70	7.2 m	4.2 m	6.0 m	4.2 m
80	7.2 m	4.2 m	6.0 m	4.2 m
90	9.0 m	5.4 m	7.2 m	4.2 m
> 90	11.0 m	7.2 m	9.0 m	5.4 m

Above clear zone widths are for side slopes of 1:4 or flatter. Applies to highways with flush shoulders only. May be in rural or urban locations.

AADT = Mainline 20 years projected annual average daily traffic.

Where accident history indicates need, or where specific site investigation shows definitive accident potential, clear zone widths shall be adjusted on the outside of horizontal curves with flush shoulders in accordance with attached Table.

Clear zone widths are measured from the edge on the traveled way.

APPENDIX B

EXISTING TOWER SITE LOCATIONS

Interstate Locations				
Nearest City	Latitude	Longitude	TWRHT	Map Location
Sarasota	27-06-37	82-23-07	200	Jacaranda Blvd & I-75
Port Charlotte	27-01-17	82-02-55	280	SR 769 & I-75
Bayshore	26-42-49	81-48-43	280	SR 78 & I-75
Estero	26-25-54	81-46-38	230	Corkscrew Rd & I-75
Miles City	26-09-43	81-20-58	295	SR 29 & I-75
Miles City	26-10-07	81-04-58	192	I-75 Rest Area (Collier)
Fruitville	27-20-15	82-26-52	350	SR 780 & I-75
Sanderson	30-14-16	82-18-15	255	US 90 & I-10
White Springs	30-19-06	82-48-26	225	SR 136 & I-75
Jennings	30-31-04	83-03-28	180	CR 6 & I-75
Falmouth	30-20-31	83-05-23	235	US 90 & I-10
Greenville	30-26-08	83-38-17	175	I-10 West of US 221
Ellisville	29-59-58	82-35-54	290	US 41 & I-75
Gainesville	29-41-15	82-26-48	220	CR 222 & I-75
Yulee Heights	30-37-11	81-38-58	200	A1A & I-95
Saint Augustine	29-55-00	81-24-45	216	SR 16 & I-95
Sampson	30-05-34	81-29-54	205	I-95 Rest Area (St Johns)
Shady Grove	30-37-32	84-53-38	270	I-10 Rest Area (Gadsden)
Carryville	30-45-27	85-48-49	300	CR 279 & I-10
Mossyhead	30-43-59	86-21-06	200	SR 285 & I-10
Holt	30-41-55	86-45-08	200	SR 189 & I-10
Andytown	26-10-18	80-51-26	192	Miccosukee Reservation

APPENDIX B (continued)

EXISTING TOWER SITE LOCATIONS

Interstate Locations				
Nearest City	Latitude	Longitude	TWRHT	Map Location
Andytown	26-08-42	80-28-00	140	Toll Plaza (Broward)
Orange Lake	29-24-23	82-14-47	270	CR 318 & I-75
Wildwood	28-52-25	82-05-31	250	SR 44 & I-75
Saint Catherine	28-36-12	82-12-06	280	CR 478 & I-75
Esplanola	29-33-38	81-16-08	240	US 1 Weigh Station
Ormand	29-20-11	81-07-50	157	US 1 & I-95
Port Orange	29-05-01	81-01-01	295	I-95 Rest Area (Volusia)
Edgewater	28-57-04	80-57-02	198	SR 442 & I-95
Nims	28-40-00	80-52-10	260	SR 46 & I-95
June Park	28-04-46	80-42-19	167	US 192 & I-95
Sanlando Springs	28-41-59	81-23-02	220	I-4 Reas Area (Seminole)
Gopher Ridge	29-39-44	81-17-14	185	US 1 & I-95
Jassamine	28-25-12	82-17-17	280	CR 41 & I-75
Temple Terrace	28-07-21	82-22-31	250	CR 581 & I-75
Ruskin	27-42-50	82-22-59	230	CR 674 & I-75

APPENDIX B (continued)

EXISTING TOWER LOCATIONS

Turnpike Locations				
Nearest City	Latitude	Longitude	TWRHT	Mile Post
Wildwood	28-49-42	82-01-56	175	304.5
Clearmont	28-38-44	81-48-30	270	285
Orlando	28-33-00	81-33-13	220	267
St Cloud	28-05-33	81-16-23	300	229
Yeehaw Junction	27-41-51	80-53-51	180	193.5
Site X	27-33-30	80-39-36	160	174
Ft Pierce	27-24-29	80-23-55	225	152.8
Ft Pierce	27-18-13	80-22-25	100	144
Stuart	27-09-39	80-18-10	165	133
Jupiter	26-56-07	80-09-27	215	116
West Palm Beach	26-42-31	80-08-17	172	99
Delray Beach	26-27-23	80-10-26	255	81
Pompano	26-14-52	80-09-58	255	67.5
Ft Lauderdale	26-08-14	80-13-04	255	58
Pennsuco	25-53-58	80-22-59	255	35.5
Snapper Creek	25-39-48	80-23-13	100	18.5

APPENDIX B (Continued)
EXISTING TOWER SITE LOCATIONS

Maintenance/Construction Yard Locations				
Yard Location	Latitude	Longitude	TWRHT	County
Bartow	27-53-55	81-53-33	185	Polk
Arcadia	27-13-16	81-52-31	100	DeSoto
Charlotte	26-57-53	82-04-20	60	Charlotte
Fort Myers	26-40-57	81-54-36	300	Lee
Labelle	26-44-49	81-27-12	120	Hendry
Lakeland	27-57-33	81-57-59	60	Polk
Sarasota	27-23-20	82-32-01	75	Sarasota
Sebring	27-28-58	81-25-00	60	Highlands
Okeechobee	27-15-11	80-50-13	60	Okeechobee
Deep Lake	26-02-30	81-20-51	150	Collier
Naples	26-08-10	81-45-02	150	Collier
Mayport	30-23-28	81-25-55	25	Duval
Perry	30-05-30	83-43-30	270	Taylor
Jacksonville	30-16-01	81-37-16	60	Duval
Jasper	30-31-29	82-55-30	60	Hamilton
Palatka	29-38-45	81-35-32	60	Putnam
St Augustine	29-55-26	81-20-34	100	St Johns
Lake City	30-11-48	82-39-16	210	Columbia
Callahan	30-35-14	81-47-57	60	Nassau
Chiefland	29-28-34	82-50-40	199	Levy
Trout River Lab	30-24-30	81-40-05	45	Duval
Gainesville	29-46-18	81-40-05	450	Alachua
Middleburg	30-06-28	81-48-30	60	Clay

APPENDIX B (continued)
EXISTING TOWER SITE LOCATIONS

Maintenance/Construction Yard Locations				
Yard Location	Latitude	Longitude	TWRHT	County
Raiford	30-04-03	82-14-25	60	Union
Live Oak	30-18-12	83-00-21	60	Suwannee
Madison	30-28-59	83-26-57	60	Madison
Baldwin	30-18-30	81-58-17	240	Duval
Panama City	30-09-58	85-40-29	200	Bay
Pensacola	30-30-42	87-16-08	60	Escambia
Pensacola	30-31-55	87-13-41	100	Escambia
Quincy	30-34-43	84-33-40	60	Gadsden
Sopchoppy	30-02-50	84-29-54	60	Wakulla
Chipley	30-46-52	85-31-29	300	Washington
Blountstown	30-26-06	85-05-12	60	Calhoun
Bonifay	30-47-26	85-44-39	60	Holmes
Carrabelle	29-51-04	84-38-30	60	Franklin
Crestview	30-44-26	86-33-53	60	Okaloosa
Crestview	30-41-43	86-31-35	60	Okaloosa
Defuniak Springs	30-43-21	86-06-01	220	Walton
Fort Walton	30-23-40	86-35-29	60	Okaloosa
Greensboro	30-23-40	84-45-37	60	Gadsden
Marianna	30-46-42	85-17-42	100	Jackson
Milton	30-36-03	87-04-21	300	Santa Rosa
Monticello	30-31-46	83-52-15	250	Jefferson
Tallahassee	30-26-12	84-16-30	60	Leon
White City	29-53-02	85-13-18	60	Gulf

APPENDIX B (continued)
EXISTING TOWER SITE LOCATIONS

Maintenance/Construction Yard Locations				
Yard Location	Latitude	Longitude	TWRHT	County
West Palm Beach	26-39-00	80-10-23	80	Palm Beach
Belle Glade	26-43-23	80-40-00	60	Palm beach
Fort lauderdale	26-11-42	80-09-10	40	Broward
Loxahatchee	26-40-54	80-11-34	55	Palm Beach
Vero Beach	27-40-02	80-26-14	28	Indian River
West Palm Beach	26-41-28	80-05-55	120	Palm Beach
Stuart	27-09-37	80-18-04	30	Martin
Andytown	26-08-56	80-26-46	30	Broward
Deland	29-01-00	81-18-10	265	Volusia
Cocoa	28-26-41	80-46-23	150	Brevard
Dayton Beach	29-11-58	81-02-15	175	Volusia
Deland	29-03-10	81-15-40	60	Volusia
Brevard	28-17-14	80-44-31	60	Brevard
Leesburg	28-48-26	81-53-14	200	Lake
Ocala	29-11-30	82-10-27	320	Marion
Kissimmee	28-20-10	81-23-12	60	Osceola
Orlando	28-25-57	81-22-59	230	Orange
Oviedo	28-37-49	81-15-02	60	Seminole
Bunel	29-28-25	81-14-59	40	Flagler
Big Pine	24-04-28	81-21-40	205	Monroe
Tea Table Fill	24-53-39	80-39-55	300	Monroe
South Dade	25-37-53	80-23-09	320	Dade
North Dade	25-57-52	80-10-07	60	Dade

APPENDIX B (Continued)
EXISTING TOWER SITE LOCATIONS

Maintenance/Construction Yard Locations				
Yard Location	Latitude	Longitude	TWRHT	County
Dade EOC	25-42-47	80-20-17	30	Dade
Clearwater	27-57-38	82-42-16	60	Pinealls
Dade City	28-21-11	82-12-55	60	Pasco
Pinellas	27-53-41	82-42-26	60	Pinealls
Plant City	28-01-48	82-08-05	60	Hillsborough
Tampa	27-58-08	82-21-53	170	Hillsborough
Tampa	28-03-00	82-24-54	180	Hillsborough
Skyway Bridge	27-42-15	82-40-50	18	Pinealls

EXHIBIT B

DOT DISTRICT INFORMATION

**District 1 - P.O. Box 1249
 Bartow, Florida 33830
 Tel: (813) 533-8161
 Fax: (813) 534-7039**

Environmental Management Office	Ray Nottingham	(941) 519-2515
Right-of-Way Office	Tom Small	(941) 519-2405
Permits Office	Gary Ewin	(941) 519-2300
Utilities Office	Walt Childs	(941) 519-2533

**District 2 - P.O. Box 1089
 Lake City, Florida 32056-1089
 Tel: (904) 752-3300
 Fax: (904) 758-0593**

Environmental Management Office	Scott Johns	(904) 758-3725
Right-of-Way Office	Joe Jordan	(904) 752-3300 x 3650
Permits Office	Tom Dyal	(904) 758-3700
Utilities Office	Vince Camp	(904) 758-3732

**District 3 - P.O. Box 607
 Chipley, Florida 32428-9990
 Tel: (850) 638-0250
 Fax: (850) 638-6159**

Environmental Management Office	Jimmey Bailey	(850) 638-0250
Right-of-Way Office	Harvey Hayes	(850) 638-0250 x 302
Permits Office	Preston Toole	(850) 638-0250
Utilities Office	Hal Gore	(850) 638-0250

**District 4 - 3400 West Commercial Blvd.
Fort Lauderdale, Florida 33309-3421
Tel: (305) 486-1400
Fax: (305) 777-4197**

Environmental Management Office	Paul Lampley	(954) 777-4345
Right-of-Way Office	Sheryl Balogh	(954) 777-4290
Permits Office	Clark Turbeville	(954) 486-1400
Utilities Office	Rocco Deprimo	(954) 777-4125

**District 5 - 719 South Woodland Blvd.
Deland, Florida 32720
Tel: (904) 943-5000
Fax: (904) 736-5475**

Environmental Management Office	Randy Stafford	(904) 943-5395
Right-of-Way Office	John Gray	(904) 943-5029
Permits Office	George Marek	(904) 943-5000
Utilities Office	Richard Taylor	(904) 943-5254

**District 6 - District Center, 1000 NW 111th Avenue
Miami, Florida 33172
Tel: (305) 470-4100
Fax: (305) 470-5699**

Environmental Management Office	Mauricio Gomez	(305) 470-5205
Right-of-Way Office	Debora Rivera	(305) 470-5450
Permits Office	Richard Garcia	(305) 429-5367
Utilities Office	James McGetrick	(305) 470-5231

**District 7 - 11201 N. Malcolm McKinley Drive
Tampa, Florida 33612
Tel: (813) 975-6000
Fax: (813) 975-6477**

Environmental Management Office	Nahid Arasteh	(813) 871-7390
Right-of-Way Office	Joe Thompson	(813) 975-6495
Permits Office	Al Gilbranson	(813) 975-6000
Utilities Office	Hank Humbert	(813) 975-6000

Turnpike - **1211 Governors Square Blvd., Suite 100**
Tallahassee, Florida 32301
Tel: (850) 488-4671
Fax: (850) 487-4340

Environmental Management Office	Raymond Ashe	(850) 488-4671
Right-of-Way Office	Bob Bush	(850) 488-4671
Permits Office	Bob May	(407) 826-0860
Utilities Office	James Haynie	(850) 488-4671

Central - **605 Suwannee Street**
Tallahassee, Florida 32399-0450
Tel: (850) 414-5265
Fax: (850) 414-5458

Environmental Management Office	LeRoy Irwin	(850) 922-7201
Right-of Way Office	Kenneth Towcimak	(850) 488-2421
Traffic Engineering Office	Gene Glotzbach	(850) 488-4284
Utilities Office	Kenneth Weldon	(850) 414-4364
Maps & Publications Office		(850) 414-4050
Motor Carrier Compliance Office		(850) 488-7920
Planning		
2020 Cost Feasible Plan	Gary Adams	(850) 922-0435
10-Year Interstate Plan	Lorin Krueger	(850) 922-0447

EXHIBIT C
REQUIRED SUBMITTALS

Tasks/Deliverables	DOT Real Property	Available Space on DOT Telecommunications Facility	Available Space on DOT Structures
<u>Site Pre-Approval Phase</u>			
• Site Sketch	✓		✓
• Latitude/Longitude of Proposed Site	✓	✓	✓
• Aerial Photograph marked with Proposed Site	✓	✓	✓
• Nearest Milepost to Proposed Site	✓	✓	✓
• Description of LESSEEs potential use of the Proposed Site	✓	✓	✓
• Number of LESSEEs interested in Proposed Site	✓	✓	✓
<u>Site Final Approval Phase</u>			
• Loading Diagram	✓	✓	✓
• Initial Installation Plans	✓	✓	✓
• Maintenance Of Traffic (MOT) Plan	✓	✓	✓
• Site Access Plan	✓	✓	✓
• Damage Mitigation Plan	✓	✓	✓
• Landscaping Plan	✓		
• Site Boundary Surveys	✓		
• Grounding Plan	✓	✓	✓
• Intermodulation Analysis	✓	✓	✓
• Structural Analysis	✓	✓	✓
• Soil Boring Analysis	✓		
• FCC Licenses of Potential LESSEEs	✓	✓	✓
<u>Pre-Construction Approval</u>			
• Acquisition of DOT Permit(s)	✓	✓	✓
• Local Zoning Approvals	✓		

• FHWA Approvals	✓		
<u>Pre-Construction Approval (continued)</u>	DOT Real Property	Available Space on DOT Telecommunications Facility	Available Space on DOT Structures
• State Utility Administrator Approval	✓	✓	✓
• NEPA Approvals	✓		
• DOT Approvals	✓	✓	✓
• Payment/Performance Bond	✓	✓	✓
• Letters Of Credit/Escrow Accounts	✓	✓	✓
▸ Construction/Installation	✓	✓	✓
▸ Removal/Relocation	✓	✓	✓
• Insurance	✓	✓	✓
• CPM Schedule	✓	✓	✓
• Approval of Engineering Drawings by DOT	✓	✓	✓
• Access Easement Documentation	✓	✓	✓
• Other Applicable Permits/Licenses	✓	✓	✓
<u>Post-Construction Phase</u>			
• As-Built Installation Drawings	✓	✓	✓

Exhibit D

FORM LETTER OF CREDIT

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
3717 APALACHEE PARKWAY, SUITE E, MS 24
TALLAHASSEE, FLORIDA 32311

STANDBY LETTER OF CREDIT NO. _____
ISSUED (DATE)

GENTLEMEN:

WE HEREBY ESTABLISH OUR IRREVOCABLE STANDBY LETTER OF CREDIT IN YOUR FAVOR FOR THE ACCOUNT OF _____ (COMPANY) _____, FOR UP TO THE AGGREGATE AMOUNT OF US\$ _____, AVAILABLE BY YOUR DRAFT(S) AT SIGHT DRAWN ON _____ (BANK) _____, BEARING THE CLAUSE: "DRAWN UNDER _____ (BANK) _____ STANDBY LETTER OF CREDIT NUMBER _____, DATED _____" AND ACCOMPANIED BY ONE OF THE FOLLOWING STATEMENTS PURPORTEDLY SIGNED BY THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION COMPTROLLER OR AN AUTHORIZED REPRESENTATIVE:

- 1) "THIS DRAWING IS DUE TO DEFAULT IN PERFORMANCE OF CERTAIN OBLIGATIONS AS REQUIRED UNDER A CERTAIN LEASE AGREEMENT BETWEEN _____ (COMPANY) _____ AND THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR _____." _OR
- 2) "THIS DRAWING IS BEING MADE BECAUSE WE HAVE BEEN NOTIFIED THAT THE LETTER OF CREDIT WILL NOT BE RENEWED BEYOND THE CURRENT EXPIRY DATE AND A SATISFACTORY REPLACEMENT HAS NOT BEEN PROVIDED AS OF 14 DAYS PRIOR TO THE CURRENT EXPIRY DATE." OR
- 3) "THIS DRAWING IS BEING MADE BECAUSE _____ (BANK) _____ HAS FAILED TO MAINTAIN THE FINANCIAL AND ORGANIZATIONAL REQUIREMENTS ESTABLISHED IN RULE 14-116, FLORIDA ADMINISTRATIVE CODE AND A SATISFACTORY REPLACEMENT HAS NOT BEEN PROVIDED AS 30 DAYS FOLLOWING NOTICE OF SUCH FAILURE.

THE ORIGINAL LETTER OF CREDIT MUST ACCOMPANY ANY DRAWING.

WE HEREBY ENGAGE WITH YOU THAT YOUR DRAFT(S) DRAWN UNDER AND IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS LETTER OF CREDIT WILL BE DULY HONORED IF PRESENTED TO _____ (BANK/ADDRESS) _____ ON OR BEFORE (DATE) OR ANY EXTENDED EXPIRY DATE.

THIS LETTER OF CREDIT SHALL BE AUTOMATICALLY RENEWED FOR SUCCESSIVE PERIODS OF ONE (1) YEAR FROM PRESENT OR ANY FUTURE EXPIRY HEREOF UNLESS WE SEND THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION WRITTEN NOTICE OF OUR INTENT TO TERMINATE THE CREDIT; WHICH NOTICE MUST BE SENT AT LEAST FORTY-FIVE (45) DAYS PRIOR TO THE EXPIRATION DATE OF THE ORIGINAL TERM HEREOF OR ANY RENEWED ONE (1) YEAR TERM, BY REGISTERED OR CERTIFIED MAIL, TO THE COMPTROLLER OF THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION AT THE OFFICE OF COMPTROLLER, 3717 APALACHEE PARKWAY, SUITE E, TALLAHASSEE, FLORIDA 32311 OR ANY OTHER ADDRESS SPECIFIED IN WRITING BY THE COMPTROLLER, FLORIDA DEPARTMENT OF TRANSPORTATION AND TO ____ (Company) _____. NOTICE TO THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION THAT THIS LETTER OF CREDIT WILL NOT BE RENEWED SHALL BE DEEMED A DEFAULT UNDER THE AGREEMENT REFERENCED ABOVE.

THIS LETTER OF CREDIT MAY BE CANCELED UPON RECEIPT OF WRITTEN NOTICE FROM THE COMPTROLLER OF THE FLORIDA DEPARTMENT OF TRANSPORTATION OF HIS CONSENT TO CANCEL, ACCOMPANIED BY THE ORIGINAL OF THE LETTER OF CREDIT, OR THE THEN REMAINING BALANCE OF THIS LETTER OF CREDIT MAY BE REDUCED BY AN AMOUNT SPECIFIED IN WRITTEN NOTICE FROM THE COMPTROLLER OF THE FLORIDA DEPARTMENT OF TRANSPORTATION STATING HIS CONSENT TO REDUCE THE BALANCE BY SAID AMOUNT.

WE HEREBY AGREE TO HONOR THIS LETTER OF CREDIT EVEN IF THE COLLATERAL OR SECURITY FOR THIS LETTER OF CREDIT SUBSEQUENTLY BECOMES UNAVAILABLE TO US FOR ANY REASON, INCLUDING, BUT NOT LIMITED TO, ADVERSITIES IN THE FINANCIAL CONDITION OF ____ (Company) ____ OR ITS RELATED COMPANIES.

EXCEPT AS EXPRESSLY STATED HEREIN, THIS LETTER OF CREDIT SETS FORTH IN FULL THE TERMS OF OUR UNDERTAKING AND SUCH UNDERTAKING SHALL NOT IN ANY WAY BE MODIFIED, AMENDED, OR AMPLIFIED BY REFERENCE TO ANY DOCUMENTS, INSTRUMENT, OR AGREEMENT REFERRED TO HEREIN OR IN WHICH THIS LETTER OF CREDIT IS REFERRED TO OR THIS LETTER OF CREDIT RELATES, AND ANY SUCH REFERENCE SHALL NOT BE DEEMED TO INCORPORATE HEREIN BY REFERENCE ANY DOCUMENT, INSTRUMENT, OR AGREEMENT.

THIS CREDIT IS SUBJECT TO THE "UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS," (1993 REVISION), INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 500 AND TO THE PROVISIONS OF FLORIDA LAW. IF A CONFLICT BETWEEN THE UNIFORM CUSTOMS AND PRACTICE FOR

DOCUMENTARY CREDITS AND FLORIDA LAW SHOULD ARISE, FLORIDA LAW
SHALL PREVAIL.

SINCERELY,

_____(BANK)_____

AUTHORIZED SIGNATURE

Exhibit E

CONSTRUCTION ESCROW ACCOUNT MEMORANDUM OF AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of 1998, by and between the State of Florida, Department of Transportation, hereinafter referred to as "DEPARTMENT" and the State of Florida, Department of Insurance, Division of Treasury, hereinafter referred to as "TREASURY" and _____, hereinafter referred to as the "PARTICIPANT".

WITNESSETH

WHEREAS, the DEPARTMENT will use the following number to identify this agreement with the parties:

State Project No: ____, hereinafter referred to as the "PROJECT".

WHEREAS, the DEPARTMENT and the PARTICIPANT entered into a Lease Agreement (LA) dated _____, 1998 wherein DEPARTMENT and the Participant agreed to certain conditions.

WHEREAS, the parties to this AGREEMENT mutually agreed that it would be in the best interest of the DEPARTMENT and the PARTICIPANT if an escrow account were established to provide cash security to the Department for the performance of certain construction obligations of the PARTICIPANT under the LA.

NOW THEREFORE, in consideration of the premises and the covenants contained herein the parties agree to the following:

1. An initial deposit in the amount of _____ (*Dollar amount spelled out*) will be made by the PARTICIPANT into an interest-bearing escrow account. Said escrow account will be opened by the DEPARTMENT in the name of the Florida Department of Transportation with the Department of Insurance, Division of Treasury, Bureau of Collateral Securities. Such account will be opened and shall be deemed to be an asset of DEPARTMENT.

2. Other deposits will be made only by the PARTICIPANT as necessary to cover additional items as may be required by the LA.

3. All deposits shall be made payable to the Department of Insurance, Revenue Processing and mailed to the DEPARTMENT's Office of Comptroller for appropriate processing at the following address:

Florida Department of Transportation, Office of Comptroller
Apalachee Parkway, Suite E
Tallahassee, Florida 32311
ATTN: JPA Coordinator

A copy of the Agreement shall accompany the deposits.

4. The DEPARTMENT's Comptroller and/or his designees shall be the sole signatories on the escrow account with Department of Insurance and shall have sole authority to authorize withdrawals from said account.

5. Unless instructed otherwise by the parties hereto, all interest accumulated in the escrow account shall remain in the account for the purposes of the construction Work as defined in the LA.

6. The TREASURY agrees to provide written confirmation of receipt of funds to the DEPARTMENT.

7. The TREASURY Office further agrees to provide periodic reports to the DEPARTMENT.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers, and their official seals hereto affixed, the day and year first above written.

PARTICIPANT: _____

BY: _____

ADDRESS: _____

PARTICIPANT'S FEDERAL TAX I.D.# _____

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION
COMPTROLLER

BY: _____

TITLE: _____

STATE OF FLORIDA
DEPARTMENT OF INSURANCE, DIVISION OF TREASURY

BY: _____

TITLE: _____

ATTEST: _____

TITLE: _____

EXHIBIT F

Current and Proposed ITS Initiatives

Surveillance Services

Roadway-Oriented Surveillance Technologies

Video Detection/Image Processing

Microwave Radar

Ultrasonic Detectors

Loop Detectors*

Wide Area Radar

Toll Violation Enforcement Systems*

Closed-Circuit Television Camera Systems*

Vehicle-Based Surveillance Technologies

Cellular Telephony*

GPS Transceivers

Automatic Vehicle Identification (AVI)/Automatic Vehicle Location (AVL)

Advanced Vehicle Control System (AVCS)

Commercial Vehicle Operations (CVO)

Pavement and Weather Surveillance

Road Weather Information Systems

Traveler Information Services

En-Route Information Technologies

Highway Advisory Radio*

Variable Message Signs

In-Vehicle Information/Guidance Systems

Mayday Calling Systems

Handheld Traffic Information Devices

Emergency/Incident Reporting Technologies

Motorist Aid Call Boxes*

Toll Revenue Collection Systems

Electronic Toll Collection Systems* (e.g., SunPass™)

Communication Systems/Technologies

Florida Fiber Network

Spread Spectrum Radio Technologies

6 Ghz Digital Microwave System*

800 MHz Trunked Radio Systems

* These systems/technologies are currently deployed.

EXHIBIT G

RIGHT-OF-WAY MANAGEMENT PLAN

This material is an excerpt from a document for the proposed Florida Fiber Network (FFN) procurement currently under development by the DOT. The objective for this Exhibit is to advise the LESSEE, Sublessees, and any of their subcontractors of either currently planned or anticipated future DOT projects that may have an impact on site placement or site construction activities. Cross-references to other Sections or Appendices made herein are relative to the FFN RFP document, not this AGREEMENT. The optional alignments set out in G.1.9. are not available under this Wireless Lease and Operating Agreement.

FFN RIGHT-OF-WAY MANAGEMENT PLAN

This information is intended to give the Proposer an idea of the known constraints and conditions associated with the DOT limited access rights-of-way (R/W) however, the information presented herein is not represented by the DOT to be 100% accurate and complete. The information presented indicates the current state of the limited-access facilities to the best knowledge of the DOT. The information presented here addresses only longitudinal conflicts--those that run parallel to the limited access facility. The Proposer should be aware that utility conflicts may occur wherever the limited access facility crosses over or under another facility. All fiber optic cable/conduit placement shall be done in accordance with the DOT Utility Accommodation Manual.

The Contractor shall be responsible for locating (both vertically and horizontally) and coordinating with all utilities, including DOT owned utilities, and for obtaining all permits necessary for construction of the FFN. The DOT will assist the Contractor in identifying utility owners who may possibly have facilities within the limited-access right-of-way. However, the Contractor will be solely responsible for restoration of service and any damage or loss of revenues to other utilities that arise due to the FFN's construction activities. As described in Section 1.2.8, the DOT will provide assistance to the Contractor for the installation of the FFN on non- limited access roadways to provide the required connectivity to DOT District Offices. The assistance provided by the DOT may include: assisting the Contractor in obtaining permits, attendance at public hearings, or assisting with right-of-way use permits for other facilities to provide optional services proposed by the Contractor.

Fiber optic cable/conduit placement constraints are illustrated in the figures and tables that follow. The information presented is based on the DOT adopted five-year work program and the year 2020 cost feasible plan. The Proposer is cautioned that the five-year work program represents projects that are currently funded. The 2020 plan however, is not funded and contains a "wish list" of projects. Copies of the DOT's adopted 10-year interstate program and the 20-year cost feasible program are available for approximately \$60 each (plus shipping, handling and tax) from Kinko's Copy Center -- phone: (904)681-6221. These maps show anticipated construction projects that may impact fiber placement. A copy of these maps will be on display during the pre-proposal conference. It shall be the Contractor's responsibility to insure that their work is coordinated with the DOT's work program so that Interstate and Turnpike System construction projects are not negatively impacted by the construction of the FFN. The Department will provide one set of available construction plans upon request by the Contractor.

al Requirements And Information

he Contractor shall place the fiber in a ten (10) foot wide utility strip to be approved by the
nent and generally located adjacent to the R/W line on the side of the roadway indicated in Figures
ugh D8. Where this is not feasible, the Contractor shall place the fiber as far as possible from the
mes. Unless otherwise approved by DOT and FHWA, fiber optic cable/conduit will not be
d in the median. Above-ground structures will not be permitted within the clear zone. The
tor shall accomplish all work with the minimum possible disturbance to the area. Especially in
or other environmentally sensitive areas, the Contractor shall take whatever steps are feasible to
ze the impact to the environment.

ely 40 microwave towers exist statewide within the limited-access R/W. The Proposer should be
at extensive subterraneous grounding systems exist around these towers. These tower grounding
must be field located prior to digging to avoid damage to the tower grounding system.

major anticipated Interstate construction projects are as follows (from 2020 cost feasible plan):

y all of Interstate 4, from Tampa to Daytona, will be widened within a twenty-year planning
The segment from Tampa to Orlando is anticipated to have high-speed rail installed in the

re 95, from the Georgia State line to Interstate 4 will be widened to six lanes.

tions of Interstate 75 that are currently four lanes between the Georgia State line and the Turnpike
nge will be widened to six lanes within five years.

e om US 19 in Jefferson County to US 90 West of Tallahassee will be widened to six lanes.
s, from Interstate 10 to Interstate 95 will be widened to six lanes.

ment may be obligated from a previous agreement to relocate existing telecommunications fiber
ilities from the CSX railroad corridor between West Palm Beach and Miami to accommodate
improvements. It is anticipated that these fiber optic facilities may be placed in the I-95 right-of-
these facilities are placed by the Contractor, the Contractor may place these relocated facilities top-
a common trench with the FFN and their commercial network. The deployment of these facilities
ion that may result in a more favorable evaluation of the Technical Proposal. Additional details on
onal deployment is contained in Appendix XXX.

District One

igator Alley) in Collier County, a recreational access is being planned for the north side of the
e (westbound traffic lanes) between milepost 51.1 and 51.9. It is currently scheduled for
tion letting in May, 1997.

harlotte County, a weigh-in-motion (WIM) station exists on the east and west sides of the
e as a part of the Advantage I-75 project. Cables for the AVI equipment and the WIM equipment
hin the right-of-way between mileposts 9.9 and 10.5 on the east side and between mileposts 10.1
on the west side. The Contractor will be responsible for field-locating these cables.

I-4 in Polk County is planned for new construction. The project is broken into nine sections. Section 1 is scheduled to be let in September of 1997 with subsequent sections in the following years. The use of the median for fiber placement in this corridor is specifically excluded due to the anticipated high-speed rail in the median. Due to the extremely wide typical section anticipated for I-4 in this area, cable placement at the right-of-way fence would probably be the only feasible option.

The only known fiber optic installation along the right-of-way in District One is a fiber line that is located on Alligator Alley that serves the rest area at mile post 63 (old mile marker 38). The line runs from SR 29 to the rest area and was paid for by DOT but it is apparently operated and/or maintained by Sprint/United Telephone. The District Utilities Office stated that it is located in the front slope. Field location will be necessary. Additional interstate capacity improvement projects are listed in Table D.1.

G.1.2 District Two

No major longitudinal constraints are known and any fiber placement would probably be workable. However, the District prefers that the fiber be placed in the center of a ten (10) foot wide maintenance strip generally located at the right-of-way line. District 2 does have two spare conduits for future fiber placement that were installed as a part of the I-295 reconstruction project. These conduits are for future use by the District and should not be considered for use by the FFN Contractor. A listing of future projects that may impact fiber placement is shown in Table D.2.

The Fuller Warren Bridge (I-95) over the St. Johns River in Jacksonville is currently being replaced. The project is expected to be under construction for approximately four years beginning in Fall 1996. The existing bridge is a bascule bridge, therefore attaching to the bridge is not an option. The proposed bridge will be a high-level bridge, thus bridge attachment will be possible.

G.1.3 District Three

No fiber placement constraints are known for Interstate 10. Future interstate widenings will be to the inside, thus placement along the right-of-way line would be preferred. The only known constraint is that all of I-110 (connecting I-10 to downtown Pensacola) is constructed on elevated structure. A listing of future projects that may impact fiber placement is shown in Table D.3.

G.1.4 District Four

The Proposer is cautioned that future noise wall construction is anticipated along the R/W line. However, the noise wall construction is not currently funded. Future HOV and auxiliary lane projects are anticipated that would conflict with median or shoulder placement. A listing of other future projects that may impact fiber placement is shown in Table D.4.

A changeable message sign project is underway for I-595. The project includes signs, sign structures, and fiber optic communications along I-595, and on the Sawgrass Expressway and the Turnpike in the vicinity of I-595. A similar changeable message sign project is also expected for I-95 in Broward County within the next two years.

G.1.5 District Five

The preferred placement would be in a ten (10) foot wide utility strip along the east side right-of-way fence; otherwise, cable placement should be outside of the ditch or in the backslope. At bridges, District 5 prefers guided bores across water crossings within the utility strip; otherwise, place conduit across bridge tying to an inside bridge beam (i.e., assume bridge will be widened both inside and to the outside). At interchanges, prefer following limited access fencing to arterial and then guided bore under roadway.

The District maintains fiber optic communications with the freeway surveillance systems in the I-4 Orlando metropolitan area and in the I-4/I-95 Daytona Beach area. These fiber systems communicate with video surveillance cameras, vehicle detection stations, and variable message signs. The DOT will assist the Contractor in locating the existing fiber communications.

Where the District has rest areas, assume there are water/sewer utilities between them; and where there is highway lighting or sign lighting present, the Contractor shall coordinate directly with the appropriate DOT Maintenance unit for location of the power supply cable. Future I-4 widening from Polk County to Volusia County will be from right-of-way line to right-of-way line (i.e., plan includes HOV lanes and rail corridor). Also, refer to Table D.5 for additional improvements (i.e., interchange construction projects) along the District's limited access facilities.

Along I-75 in Marion County, an Advantage I-75 project weigh-in-motion (WIM) station exists on both the east and west sides. Cables for the AVI equipment and the WIM equipment exist within the right-of-way. DOT will provide assistance to the Contractor in field locating these cables.

G.1.6 District Six

District 6 indicated that they do not anticipate any major utility conflicts in the R/W. The District prefers that the FFN fiber optic backbone be placed on the west side of I-95. The District is currently working on a fiber optic communication system for the Southeast Florida Intelligent Corridor System (ICS). The proposed ICS communication system will also be along the west side of the pavement. The distance between the edge of the pavement and the centerline of the ICS fiber trunk will vary from 30 to 100 feet. The FFN fiber should be installed at least ten (10) feet farther to the west of the ICS fiber trunk. The District proposes two major communication hubs for the ICS fiber system on I-95 -- at the Golden Glades Interchange and at SR 836. A listing of future projects that may impact fiber placement is shown in Table D.6.

A major multi-modal transportation center is currently being planned that may impact many of the limited access roadways in the Dade County area. The Miami Intermodal Center (MIC) is currently being designed to link the Florida Overland eXpress (FOX) terminal (high-speed rail), the Miami International Airport, and other regional transportation services / providers.

G.1.7 District Seven

The District indicated that no major existing constraints were known and that any fiber placement would probably be acceptable. However, the I-4 corridor is currently being reconstructed. Provisions are being included for HOV lanes and high-speed rail in the median. Additionally, the north toll plaza for the

Sunshine Skyway Bridge (I-275) will be under construction in 1997-98. A listing of future projects that may impact fiber placement is shown in Table D.7.

G.1.8 Turnpike District

There is a 54 inch water re-use line operated by a private contractor for Orange County located between milepost 258 and 267. It is located close to the R/W line for the Southbound roadway.

Florida Gas has a 30 inch gas main approximately 36 feet from the edge of the Southbound shoulder pavement in the Southbound direction from milepost 242 to milepost 249. Also, there is a 24 inch and a 26 inch main between milepost 254 and 263 that is located 36 feet from the edge of the NB pavement. A Florida Gas easement runs along the east side of the Turnpike mainline roadway from approximate milepost 152 south to milepost 4X. The gas line crosses under the Turnpike and continues on the west side of the Turnpike to the Golden Glades Interchange.

Utilities are also located in the vicinity of Turnpike service plazas. Where available, the service plazas are connected to municipal water and sewer systems. The following are known potential utility conflicts in the vicinity of Turnpike service plazas:

- At the Turkey Lake service plaza, utilities cross from the plaza to the R/W line at approximately milepost 263 and travel north, near the R/W line for the northbound travel lanes, up to milepost 265.
- At the Okahumpka service plaza (Milepost 299), utilities cross from the median to near the northbound R/W line at milepost 300. The water line exits the R/W at milepost 301.1 and the sewer exits at milepost 304.5.

An AT&T easement runs along the median of the mainline Turnpike (Milepost 0X-4X and 47-309). The easement is 14 feet wide between Golden Glades and Ft. Pierce and 12 feet wide from Ft. Pierce to Wildwood. It is important to note that the AT&T facilities cross the right-of-way at bridge crossings. The Contractor will be responsible for coordination with AT&T for exact location of their facilities.

The Tamiami Toll Plaza (Milepost 24) will be under construction from 1997 through 2000. This project involves construction of sound walls along the right-of-way line and involves construction of two new mainline plazas and two ramp plazas. The fiber in this area should be placed just in front of the sound walls. Note that the sound walls will be completed early in the construction process.

With the exception of those areas of potential conflict described above, the preferred placement of the FFN is generally in a ten (10) foot wide utility strip along the western right-of-way line for most of the Turnpike. A listing of future projects that may impact fiber placement is shown in Table D.8.

The Turnpike District has identified areas of contamination at its service plazas. This information is set out in the Contamination Assessment Reports (CARS) compiled for each site. The CARS can be reviewed in their entirety at the offices of Post, Buckley, Schuh & Jernigan located at 1560 Orange Avenue, Suite 700, Winter Park, Florida 32789. The contact person is Nick Vitani at (407) 647-7275.

G.1.9 Optional Alignments

The Contractor has the option of utilizing the following R/Ws for its own telecommunications initiatives in addition to the 2,000 miles already indicated. If the Contractor plans to utilize these optional R/Ws, the Contractor shall be required to meet the same minimum requirements as specified in this RFP. The optional roadways are illustrated in Appendix C, Sheet C-2.

G.1.9.1 Dade County Expressway Authority

The Dade County Expressway Authority (DCEA) is responsible for the following roadways in the Miami metropolitan area:

- Gragny Parkway (SR 924);
- Airport Expressway (SR 112);
- Dolphin Expressway (SR 836 - also known as the East-West Expressway);
- Don Shula Expressway (SR 874); and
- Snapper Creek Expressway (SR 878).

Note: SR 836 (from the present terminus at the HEFT to I-95) is not optional, it is required. (See Appendix C).

Most of the future projects known to affect these rights-of-way are listed in Section D.6 of this Appendix.

The existing toll plaza at SR 836 is planned to be widened sometime in the foreseeable future, although no construction date has been set. A new toll plaza may also be constructed for SR 836 westbound that will be placed at a location west of the existing plaza and east of LeJeune Road.

G.1.9.2 Tampa - Hillsborough County Expressway Authority

The Tampa - Hillsborough County Expressway Authority (THCEA) manages the South Crosstown Expressway in the Tampa area (SR 618). THCEA prefers that the fiber be placed on the south side of the roadway. Future projects on the Crosstown include future reconstruction from Nebraska Avenue to 50th Street and a proposed connection to I-4 (between the 22nd and 39th Street interchanges). There may be some environmental conflicts in the vicinity of the 39th Street interchange.

G.1.10 Placement of Structures within the R/W

Details on structures to be located within the R/W are specified in Technical Section 2.0, "Outside Plant Requirements" and in Appendix E, "Outside Plant Typicals". In all circumstances, all above ground structures shall be located outside of the clear zone. The State desires that repeater stations be located based on the following hierarchy:

- along the right-of-way limits at a location that is accessible from conventional (non-limited access) public roads;
- microwave tower buildings or tower premises;
- in rest areas/service plazas;
- within interchange areas (preferably outside of the ramps).

Maintenance activities related to the repeater station shall have no impact on the normal traffic flow on the highway.

If none of the options listed above are feasible, the Contractor may utilize precast underground vaults in the frontslope provided that the manhole opening can be mounted flush with the ground surface and not present any hazards to the motoring public or hardships to maintenance operations.

G.1.11 Access Management Plan

The Proposer will be required to submit an Access Management Plan as a part of their Technical Proposal. The Access Management Plan will detail how maintenance workers will typically access the network (both the FFN and the Contractor's commercial network) and how their vehicles will typically access the location. The intent of this plan is to address how the Contractor will access the network structures to do system maintenance once the system is in place (i.e. change out equipment in the equipment huts). This plan is separate from the Maintenance of Traffic plans that will address Contractor access to the work site during construction. The following list indicates desirable methods of access to the fiber network facilities:

- from conventional roads that parallel the limited-access facility;
- from rest areas or service plazas;
- from weigh stations;
- from the conventional roadways that cross the limited-access facility.

DOT and FHWA desire that access to the network directly from the limited-access roadway be minimized. The Contractor will be required to submit a detailed, site-specific, Access Management Plan for each phase of construction for review and approval by DOT and FHWA prior to the pre-construction conference for that phase. Access by any means other than the desired methods listed above will require approval in advance from DOT and FHWA.

Anticipated Construction Projects (District One) Table G.1

Facility	County	Location	Description
I-75	Collier	Golden Gate Boulevard	New Interchange
I-75	Collier	Pine Ridge Road	Interchange modifications
I-75	Lee	South of Alico Rd to North of SR 80	Addition of two general purpose lanes in median
I-75	Lee	Alico Rd	Interchange modification
I-75	Lee	Daniels Parkway	Interchange modification
I-75	Lee	Colonial Boulevard	Interchange modification
I-75	Lee	SR 82	Interchange modification
I-75	Lee	SR 80	Interchange modification
I-75	Lee	SR 78	Interchange modification
I-75	Sarasota	Jacaranda Road to SR 681	Addition of two general purpose lanes in median
I-75	Sarasota / Manatee	University Parkway	Interchange modification
I-4	Polk	Hillsborough County line to Osceola County line.	Addition of two general purpose lanes, four HOV lanes and provisions (in median) for high-speed rail.
I-4	Polk	US 27	Interchange modification
I-4	Polk	US 98	Interchange modification

Anticipated Construction Projects (District Two) Table G.2

Facility	County	Location	Description
I-10	Baker	Baker County Rest Area	Reconstruction of roadway, parking facilities & treatment plant.
I-10	Madison Suwannee		Construct new microwave towers for the motorist aid call box system.
I-10	Duval	US 301	Realignment of Eastbound off ramp.
I-75	Alachua	SR 222 (NW 39th Ave)	Major interchange improvements.
I-75	Alachua	Payne's Prairie Rest Area	New northbound & southbound ramps.
I-75	Suwannee	Suwannee County Rest Area	New northbound and southbound ramps and building.
I-75	Alachua	from Marion County line to SR 222	Improve drainage facilities.
I-75	Columbia Suwannee Hamilton	from Alachua County line to Georgia State line	Add 2 general use lanes.
I-75	Hamilton	White Springs Weigh Station	Reconstruct weigh station. Construct Advantage I-75 system. Construct wetland mitigation improvements.
I-95	Duval	J. Turner Butler Blvd.	Interchange improvements
I-95	St. Johns Duval Nassau		Construct new microwave towers for motorist-aid call box system from Flagler County line to I-295 south, and from I-295 north to Georgia State line
I-95	Duval	Lem Turner to Heckscher Dr.	Addition of two general use lanes.

Facility	County	Location	Description
I-95	Duval	Fuller Warren Bridge over St. Johns River	Replace existing bascule bridge with eight lane high-level bridge.
I-95	Duval	from I-295 to north of Emerson St.	Addition of two general use lanes.
I-95	Duval	J. Turner Butler Blvd.	Add loop ramp in NW quadrant of interchange.
I-95	Nassau	Rest Area/Welcome Station	Construct new building, parking and ramps.
I-95	St. Johns	Rest Area (southern)	Construct new building, parking, treatment plant and ramps.
I-95	St. Johns	Rest Area (CR 210)	Construct new building, parking and ramps.
I-95	Duval Nassau	from SR 115 to Georgia State line	Addition of two general-use lanes.
I-95	St Johns Duval	from Flagler County line to Greenland Rd.	Addition of two general-use lanes.
I-95	Duval	I-295	Interchange modification.
I-295	Duval	Buckman Bridge over St. Johns River	Widen bridge to 8 lanes.
I-295	Duval	from SR 21 to I-10	Widen to 6 lanes.
I-295	Duval	I-10 interchange	Reconstruct interchange.
I-295	Duval	from Buckman Bridge to US 17	Construct noise walls along R/W line - both directions.
I-295	Duval	from I-10 to I-95 north	Addition of two general-use lanes

Anticipated Construction Projects (District Three) Table G.3

Facility	County	Location	Description
I-10	Jefferson Leon Gadsden	from US 19 to US 90 west of Tallahassee	Addition of two general-use lanes.
I-10	Leon	Capital Circle NE	Interchange modification
I-10	Santa Rosa	Avalon Blvd.	Interchange modification
I-10	Escambia	Scenic Highway	Interchange modification
I-10	Escambia	I-110	Interchange modification
I-10	Escambia	US 29	Interchange modification
I-10	Escambia	Pine Forest	Interchange modification
I-10	Escambia	9th Avenue	New interchange construction
I-10	Santa Rosa Escambia	from Ward Basin to US 29	Addition of two general-use lanes.
I-110	Escambia	from Cervantes St. to I-10	Addition of two general-use lanes.
I-110	Escambia	Chase St.	Interchange modification
I-110	Escambia	Fairfield Dr.	Interchange modification

Anticipated Construction Projects (District Four) Table G.4

Facility	County	Location	Description
I-95	Broward Palm Beach	from Dade County line to Martin County line	Apply SE Florida Intelligent Corridor System features.
I-95	Palm Beach	from Linton Blvd. to PGA Blvd.	Build ultimate roadway cross section (eight general use lanes and two HOV lanes). Apply Intelligent Corridor System features.
I-595	Broward	from US 441 to Pine Island Road	Operational and Safety Improvements
I-595	Broward	from I-75 to I-95	Apply SE Florida Intelligent Corridor System features.
I-95	St. Lucie Indian River	from SR 70 to SR 60	Addition of two general use lanes.

Anticipated Construction Projects (District Five) Table G.5

Facility	County	Location	Description
I-4	Osceola	CR 532 Interchange	Develop into full interchng (92130-1420/5147339)
I-4	Osceola	SR 417 Interchange	New Interchng for Western Beltway
I-4	Osceola	World Drive Ext/CD Rd's	New Interchng & CD Rd's for Ext & SR 417 (under const) (92130-1426/5147334)
I-4	Osceola	US 192 Interchng	Interchng reconstruction (92130-/5147335)
I-4	Osceola	Osceola Pkwy Interchange	New Interchng
I-4	Orange	Republic Dr Interchange	New Interchng (under const) (75280-1410/5147266)
I-4	Orange	Conway Rd Interchange	New Interchng (75280-3408/5147232)
I-4	Orange	J Young Pkwy Interchng	Interchng reconstruction (75280-/5147265)
I-4	Orange	SR 408/EW Expwy Interchng	Interchng reconstruction (75280-/5147262)
I-4	Seminole	SR 436	Interchng reconstruction
I-4	Seminole	CR 46A/Paola	New Interchng (77160-2436/5148828)
I-4	Seminole	SR 417 Interchange	New Interchng for Eastern Beltway(77160-2439/5148840)
I-4	Seminole	US 17-92/Orange	Interchng reconstruction (77160-/5148849)
I-4	Volusia	SR 472/Howland Interchng	Add ramps & extend to Howland (79110-1402/5149472)
I-4	Osceola	Polk Co to US 192	Widen to 6 lanes (92130-1402/5147325)
I-4	Seminole	SR 434 to Lk Mary Blvd	Widen to 6 lanes (under const)(77160-3601/5148825)
I-4	Seminole	Lk Mary Blvd to US 17/92	Widen to 6 lanes(77160-1404/5148847)

Anticipated Construction Projects (District Five) Table G.5 Continued

Facility	County	Location	Description
I-4	Orange/ Seminole	I-4 HOV Interim Project	Add reversible HOV lane from South St to SR 436
I-4	District	US 27 to SR 44	Widen to 6 +2 HOV Lanes & rail corridor/St Johns Bridge Replacement (I-4 Master Plan)
I-4	Volusia	SR 44 to I-95	Widen to 6 lanes (I-4 Master Plan)
I-75	Sumter	Resurfacing	Resurfacing 4 lanes Polk to Marion
I-95	Brevard	Micco Rd Interchange	New Interchng (MPO 2020)
I-95	Brevard	Grant Rd Interchange	New Interchng (MPO 2020)
I-95	Brevard	SR 514/Malabar Interchange	Interchng reconstruction (70220-2433/5140652)
I-95	Brevard	Palm Bay Rd Interchange	Interchng reconstruction (MPO 2020)
I-95	Brevard	US 192 Interchange	Interchng reconstruction (MPO 2020)
I-95	Brevard	Pineda Cswy Interchange	Interchng reconstruction (MPO 2020)
I-95	Brevard	Wickham Rd Interchange	Interchng reconstruction (MPO 2020)
I-95	Brevard	Viera Blvd Interchange	New Interchange (70220-1501/5140640)
I-95	Brevard	Port St John Interchange	New Interchange (70225-3413/5140616)
I-95	Volusia	Pioneer Trail Interchange	New Interchange (MPO 2020)
I-95	Brevard	SR 520 to SR 528	Resurface (70225-3409/5140649)
I-95	Brevard	SR 528 to SR 514	Widen to 6 lanes (MPO 2020)
I-95	Volusia	11th St to SR 40	Widen to 6 lanes (79002-2436/5149509)
I-95	Volusia	I-4 to Flagler Co	Widen to 6 lanes (79002- /5149512)

Anticipated Construction Projects (District Six) Table G.6

Facility	County	Location	Description
I-75	Dade	from SR 826 to HEFT	Apply SE Florida Intelligent Corridor System features
I-95	Dade	from US 1 to Broward County line	Apply SE Florida Intelligent Corridor System features
I-95	Dade	SR 836	Interchange modifications
I-195	Dade	from I-95 to A1A	Apply SE Florida Intelligent Corridor System features
SR 836	Dade	NW 137 Ave to HEFT	New 6 lane extension and interchange (87200-1574/6113860)
SR 836	Dade	NW 37th Ave	Interchange reconstruction
SR 836 / SR 112	Dade	SR 836 to SR 112 along LeJeune Road	New 6-lane expressway
SR 836 / SR 112	Dade	Central Blvd / NW 21st St interchange	Interchange reconstruction
SR 836	Dade	Westbound between NW 72 nd Avenue and 57 th Avenue	New toll collection facility
SR 836	Dade	LeJeune Road interchange	Interchange reconstruction
SR 112	Dade	Terminus interchange	Interchange reconstruction

Anticipated Construction Projects (District Seven) Table G.7

Facility	County	Location	Description
I-4	Hillsborough	from I-275 to Polk County line	Widen to 6 lanes
I-75	Hillsborough Pasco Hernando	from Fowler Avenue to SR 50	Widen to 6 lanes
I-275	Hillsborough	from Bearss to I-75	Widen to 6 lanes
I-275	Hillsborough	Commerce Parkway	New interchange construction
I-275	Pinellas	from South of Gandy to Roosevelt	Addition of two auxiliary lanes
I-275	Pinellas	from Roosevelt to Big Island Gap	Addition of two lanes
I-275	Hillsborough	I-4	Interchange modifications

Anticipated Construction Projects (District Eight) Table G.8

Facility	County	Location	Description
HEFT	Dade	MP 0 (US 1)	Interchange modifications (provide for movements to and from the north).
HEFT	Dade	MP 0-13 (US 1 to Quail Roost Drive)	Widening from 4 to 6 lanes on the inside.
HEFT	Dade	MP 26	New interchange at NW 12th Street.
HEFT	Dade	MP 26-39 (SR 836 to I-75)	Widening from 4 to 6 lanes on the inside.
HEFT	Dade	MP 39 (I-75)	Interchange modifications.
Mainline	Broward	MP 49 (Hollywood Blvd)	Interchange modifications.
Mainline	Broward	MP 63 (Commercial Blvd)	Interchange modifications.
Mainline	Palm Beach	MP 75-116 (Glades Road to Indiantown Road)	Widening from 4 to 6 lanes on the outside.
Mainline	Palm Beach	MP 96 (SR 80)	New interchange construction.
Mainline	Martin	MP 130	Thomas B. Manuel Bridge maintenance.
Mainline	Orange	MP 251 (Eastern Beltway)	New interchange construction.
Mainline	Orange	MP 254-272 (US 441-SR 50)	Widening from 4 to 6 lanes on the outside.
Mainline	Orange	MP 267 (Western Beltway)	New interchange construction.
Sawgrass	Broward	Vicinity of Sunrise Toll Plaza	New interchange for new sports arena.
Beeline	Orange	Orangewood Blvd.	Interchange improvements.
Beeline	Orange	International Drive.	Interchange improvements.
Beeline	Orange	I-4 to International Airport	Widening from 4 to 6 lanes.

EXHIBIT H

RATE STRUCTURE					
The following rates are expressed as a percentage of gross revenue to be credited to the Department for each year of the Agreement.					
Year	Percentage		Year	Percentage	
	Types 1 - 3	Type 4		Types 1 - 3	Type 4
1	60	15	16	41	15
2	55	15	17	41	15
3	43	15	18	41	15
4	40	15	19	41	15
5	41	15	20	41	15
6	41	15	21	41	15
7	41	15	22	41	15
8	41	15	23	41	15
9	41	15	24	41	15
10	41	15	25	41	15
11	41	15	26	41	15
12	41	15	27	41	15
13	41	15	28	41	15
14	41	15	29	41	15
15	41	15	30	41	15

Types:

- (1) Sub-leases or licenses of spaces on pre-existing structures
- (2) Sub-leases or licenses of spaces on structures constructed by the Proposer
- (3) Sub-leases or licenses of structure sites to 3rd parties for tower construction
- (4) Sub-leases or licenses of spaces at Department Office Buildings, Construction Yards, and Maintenance Facilities

EXHIBIT I
SCHEDULE OF INTELLIGENT TRANSPORTATION SYSTEMS (ITS)
SERVICES INCLUDING INCIDENTAL EQUIPMENT

A. Definitions

1. "Communications Link(s)" shall mean the communications network formed by the installation of Land Line Communications Link(s) and/or Wireless Communications Link(s).
2. "Land Line Communications Link(s)" shall mean land-line communications services provided by the local telephone company which may include, but are not limited to: ISDN, full or fractional T1 and T3 lines, Frame Relay, and POTS lines.
3. "Wireless Communications Link(s)" shall mean wireless communications provided through the use of cellular and/or PCS devices for use in voice and data communications.
4. "Operations Center" shall be defined as the location that data from field ITS devices flows to for use in managing and monitoring the DOT's roadways.
5. "HARS" shall mean Highway Advisory Radio Systems. These are low-power (≤ 10 W) AM transmitter station(s) operating between 750 KHz and 1700 KHz used for distributing highway travel and road conditions to the general public. The messages transmitted from the base transmitters are updated by either a human operator calling the site and providing, deleting or scheduling messages, or by direct computer download from the Operations Center to the transmitter. Typically, there is a Land Line Communications Link and a possible backup Wireless Communications Link for communications to the transmitter. These systems shall include the transmitter equipment, flashing beacon equipment, Land Line Communications Link and/or Wireless Communications Link, and spare parts/equipment for the transmitter and sign equipment.
6. "VID Systems" or "VIDS" shall mean Video Image Detection Systems. These systems use machine vision technologies to extract real-time traffic flow data (e.g., volume, occupancy, speed, and length) by using microprocessor-based hardware and software to analyze video images of the roadway. These systems typically consist of the field detector equipment, Land Line Communications Link(s) from the field detectors to the Operations Center, the data processing equipment located at the Operations Center, and spare parts/equipment for this system.
7. "CCTV Camera Systems" shall mean Closed-Circuit TeleVision camera systems. These systems typically consist of the CCTV camera, the Land Line Communication Link(s) from the camera(s) to the Operations Center, video switching, display control workstation, display equipment inside the Operations Center, and spare parts/equipment for this system.
8. "VMS Systems" shall be defined as Variable Message Sign (VMS) Systems. These systems provide dynamic information to motorists regarding a variety of roadway conditions: congestion, diversion, transit operations, general guidance information, maintenance and construction work sites, and roadway status. The electronic signs are normally full-matrix signs, with the pixels typically consisting of reflective LED flip-disk, reflective flip-fiber, or full LED technologies. The systems consist of the electronic sign(s) normally mounted on a sign structure (e.g., sign bridge or cantilever structures), the VMS computer control equipment at the Operations Center, the Communications Link(s) between the VMS and Operations Center, and spare parts/equipment for the system.

9. "Upgrades" shall be defined as the replacement of equipment to newer, state-of-the-art equipment and/or the possible expansion of the current system by the addition of more equipment and Communications Links.
10. The HARS, VID Systems, CCTV Camera Systems and VMS Systems Services provided under this AGREEMENT shall not include the ongoing services of LESSEE's personnel.

B. Services

Services that the DOT may choose from, at its option, are the following:

1. Video Image Detection Systems (VIDS)
2. Highway Advisory Radio Systems (HARS)
3. VMS Systems
4. Upgrades of Systems installed and equipment provided
5. Attachment of DOT ITS-related equipment to LESSEE Telecommunications Facilities.
6. Other Services mutually agreed to by DOT and LESSEE

EXHIBIT J

THE LOCATION OF DISTRICT OFFICE BUILDINGS, MAINTENANCE YARDS, SUBYARDS AND CONSTRUCTION YARDS.

The following list of district office buildings, maintenance yards, subyards and construction yards While an attempt at listing all property being leased by the DOT from the Trustees of the Internal Improvement Trust Fund may not include all such properties, for additional information please call the District Right-of-Way Administrator listed on Exhibit B.

District One Properties

District Office

801 N. Broadway
Bartow, FL 33830
Polk County

Maintenance Facility
4400 Davis Boulevard
Naples, FL 34104
Collier County

Maintenance Facility
2740 Highway 60 West
Bartow, FL 33830
Polk County

Maintenance Facility
500 NW 9th Street
Okeechobee, FL 34972
Okeechobee County

Maintenance Facility
Highway 60 East
Bartow, FL 33830
Polk County

Maintenance Facility (sub-yard)
SR 33 at I-4
Polk City, FL
Polk County

Maintenance Facility
SR 70 West & Parker Street
Arcadia, FL 33821
DeSoto County

Maintenance Facility (sub-yard)
CR 661, 1 mile north of SR 70
Arcadia, FL 33821
DeSoto County

Materials Lab
5321 Tice Street
Ft. Meyers, FL 33905
Lee County

Maintenance Facility
2981 NE Pine Island Road
Cape Coral, FL 33909
Lee County

Maintenance Facility
880 West Devils Garden Drive
Labelle, FL 33935
Hendry County

Maintenance Facility
1840 81st Street
Sarasota, FL 34243
Sarasota County

Maintenance Facility (sub-yard)
SR 776 and US 41
Venice, FL
Sarasota County

Maintenance Facility
4722 Kenilworth Boulevard
Sebring, FL 33870
Highlands County

Maintenance Facility
Harbor View and US 41
Port Charlotte, FL
Charlotte County

Construction Office
5979 SR 37 South
Lakeland, FL 33813
Polk County

District Two Properties

District Office
1901 South Marion Street
Lake City, FL 32056
Columbia County

Jacksonville Urban
2250 Irene Street
Jacksonville, FL 32236
Duval County

Palatka Resident Engineers Office
105 Yelvington Road
East Palatka, FL 32131
Putnam County

Cheifland Maintenance
1820 South Young Boulevard
Chiefland, FL 32626
Levy County

Gainesville Maintenance
5301 NE 39th Avenue
Gainesville, FL 32609
Alachua County

Jacksonville Maintenance
838 Ellis Road
Jacksonville, FL 32236
Duval County

Lake City Maintenance
1650 Lake Jeffrey Road
Lake City, FL 32055
Columbia County

Perry Maintenance
657 Plantation Road
Perry, FL 32347
Taylor County

St. Augustine Maintenance
3600 DOT Road
St. Augustine, FL 32095
St. Johns County

Jacksonville-Phillips Road Maintenance
5434 Phillips Highway
Jacksonville, FL 32207
Duval County

Callahan Sub-Yard
Route 2, Box 1090
Callahan, FL 32011
Nassau County

Middleburg Sub-Yard
3446 CR 220
Middleburg, FL 32068
Clay County

Palatka Sub-Yard
3600 DOT Road
St. Augustine, FL 32095
St. Johns County

District Three Properties

Panama City Maintenance/Construction Yard
3633 Highway 390
Panama City, FL
Bay County

Blountstown Maintenance Yard
Route 1 Box 83
Blountstown, FL
Calhoun County

Pensacola Maintenance Yard
1651 East Nine Mile Road
Pensacola, FL 32514
Escambia County

Carrabelle Maintenance Yard
1647 Highway 98 East
Carrabelle, FL
Franklin County

Greensboro Maintenance Yard
2 miles south of Greensboro on SR 12
Greensboro, FL
Gadsden County

Midway Maintenance Yard
Route 1 Box 2860
Havana, FL
Gadsden County

White City Maintenance Yard
6709 Highway 71
Wewahitchka, FL 32465
Gulf County

Bonifay Construction Office
Route 3 Box 1260
Bonifay, FL
Holmes County

Marianna Maintenance Yard
2956 State Correctional Road
Marianna, FL 32448
Jackson County

Marianna Construction Office
360 Highway 90 North
Marianna, FL 32448
Jackson County

Monticello Maintenance Yard
CLOSED
Jefferson County

Tallahassee Maintenance Yard
2612 Springhill Road
Tallahassee, FL
Leon County

Tower Site (Tallahassee)
2612 Springhill Road
Tallahassee, FL
Leon County

Crestview Office Site
1955 S. Ferdon Boulevard
Crestview, FL 32539
Okaloosa County

Crestview Maintenance Yard
2800 Goodwin Avenue
Crestview, FL 32539
Okaloosa County

Ft. Walton Maintenance Yard
75 Beal Parkway SE
Ft. Walton, FL 32548
Okaloosa County

Milton Maintenance Yard
6025 Old Bagdad Highway
Milton, FL 32583
Santa Rosa County

Sopchoppy Maintenance Yard
55 McKenzie Place
Sopchoppy, FL 32358
Wakulla County

DeFuniak Springs Maintenance Yard
45 N. Park Street
DeFuniak Springs, FL 32433
Walton County

Caryville Maintenance Yard
Highway 279 South
Caryville, FL 32427
Washington County

Chipley Office Site
1074 Highway 90 East
Chipley, FL 32428
Washington County

Pensacola Lab
164 East Burgess Road
Pensacola, FL 32504
Escambia County

Tallahassee R/W Field Office
2334 Christopher Place
Tallahassee, FL 32308
Leon County

District Four Properties

District IV Headquarters
3400 West Commercial Blvd.
Ft. Lauderdale, FL 33309-3421
Broward County
Lease #2612

Materials and Research Lab
14200 West S.R. 84
Davie, FL 33325-5300
Broward County
Lease #Unknown

Belle Glade Maintenance
2728 S.R. 15
Belle Glade, FL 33403
Palm Beach County
Lease #2639

Fort Pierce Operations Center
3603 Oleander Avenue
Ft. Pierce, FL 34982-6594
Lucie County
Lease #2615

Fort Lauderdale Operations Center
5548 N.W. 9 Avenue
Ft. Lauderdale 33309
Broward County
Lease #3742

Palm Beach Operations Center
7900 Forest Hill Blvd.
West Palm Beach, FL 33413-3342
Palm Beach County
Lease #3914

Loxahatchee Storage Facility
Palm Beach Engineers Office
1100 N. S.R. 7
West Palm Beach, FL 33411
Palm Beach County
Lease #2712, #3757

Vero Beach Subyard
5025 41st Street
Vero Beach, FL 32960
Indian River County
Lease # Unknown
(Part of Ft. Pierce Operation Center)

District 5 Properties

Palm Bay Maintenance Yard
1/2 mile east of SR 507 & 1/2 mile south of SR
514

Brevard County

Cocoa Maintenance Yard
555 Camp Road
Cocoa, FL
Brevard County

Tavares Maintenance Yard
One mile south of Tavares and West of SR 19
Lake County

Leesburg Maintenance Yard
1306 Deleon Ave.
Leesburg, FL
Lake County

Ocala Construction Yard
1217 S. W. 10th St.
Ocala, FL
Marion County

Ocala Maintenance Yard
627 N.W. 30th Ave.
Ocala, FL
Marion County

Ocala Maintenance Yard South
420 Landstreet Road
Taft, FL
Orange County

Statewide Aluminum Shop
5730 East Colonial Drive
Orlando, FL
Orange County

Kissimmee Maintenance Yard
P.O. Box 23
Kissimmee, FL
Osceola County

Oviedo Maintenance Yard
2400 Camp Road
Oviedo, FL
Seminole County

Volusia Maintenance and Storage Yard at
Edgewater

Sec. 32, Township 17S, Range 34E
Volusia County

Daytona Construction Office
915 S. Clyde Morris Blvd.
Daytona Beach, FL
Volusia County

F.D.O.T. District 5 Office Site
719 South Woodland Blvd.
Deland, FL
Volusia County

District Six Properties

District Office

100 NW 111th Avenue
Miami, FL 33172
Dade County

North Dade Maintenance Office and Yard
1655 NE 205th Terrace
North Miami Beach, FL 33179
Dade County

South Dade Maintenance Office and Yard
14655 SW 122nd Avenue
Miami, FL 33186
Dade County

District Planning and Programs Office
602 South Miami Avenue
Miami, FL 33130
Dade County

Marathon Maintenance Office and Yard
3490 Overseas Highway
Marathon, FL 33050
Monroe County

Big Pine Key Satellite Yard
Key Deer Boulevard
Big Pine Key, FL 33042
Monroe County

District 7 Properties

Sligh Ave Maintenance Yard
5516 W. Sligh Ave
Tampa, FL
Hillsborough County

Pinellas Maintenance Yard
5211 Ulmerton Road
Clearwater, FL
Pinellas County

Dade City Maintenance Yard
36339 SR 52
Dade City, FL
Pasco County

Frenchman's Creek Maintenance Yard
6201 34th St. South
St. Petersburg, FL
Pinellas County

Plant City Maintenance Yard
1302 Spencer St.
Plant City, FL
Hillsborough County

Clearwater Resident Engineer
3204 Gulf to Bay Blvd.
Clearwater, FL
Pinellas County

District Seven Office
11201 N. McKinley Dr.
Tampa, FL
Hillsborough County

Tampa Maintenance Yard
2820 Leslie Road
Tampa, FL
Hillsborough County

Old Tampa Maintenance Yard
East 21st Ave.
Tampa, FL
Hillsborough County

Central Office Properties

Haydon Burns Building
605 Suwannee Street
Tallahassee, Florida 32399-0450
Leon County

FDOT Central Warehouse
2715 NE 39th Avenue
Gainesville, Florida 32609
Alachua County