

**TOWN OF MALABAR
REGULAR TOWN COUNCIL MEETING
MONDAY MAY 16, 2016 at 7:30 PM
COUNCIL CHAMBERS, 2725 MALABAR ROAD, MALABAR, FLORIDA**

AGENDA

- A. **CALL TO ORDER: PRAYER AND PLEDGE**
- B. **ROLL CALL**
- C. **APPROVAL OF AGENDA – ADDITIONS / DELETIONS / CHANGES:**
- D. **APPROVAL OF MINUTES:**
 - 1. **Regular Council Mtg of 5/2/16**
 - Exhibit: Agenda Report No. 1
 - Recommendation: Request Approval
- E. **SHERIFF REPORT:**
- F. **ATTORNEY REPORT:**
- G. **STAFF REPORTS:**
 - ADMINISTRATOR: Cell Tower Lease Buy-out**
 - CLERK:**
- H. **PUBLIC COMMENTS:** Comments at this point may address items NOT on the Agenda. Comments related to subsequent Agenda Items may be made as those items come up. Public comments do not require a Council response. (Speaker Card is Required) Five (5) Minute Limit per Speaker.
- I. **PUBLIC HEARINGS/SPECIAL ORDERS:**
- J. **UNFINISHED BUSINESS/GENERAL ORDERS MAY INCLUDE ITEMS DIRECTLY RELATED TO RESIDENTS PRESENT AT MEETING (RECOMMENDATIONS FROM BOARDS, HOA REQUESTS, RESIDENT GRIEVANCES)**
- K. **ACTION ITEMS: ORDINANCES FOR FIRST READING: 0; RESOLUTIONS: 0; MISC: 0**

COUNCIL CHAIR MAY EXCUSE ATTORNEY AT THIS TIME

- L. **DISCUSSION/POSSIBLE ACTION:**
 - 2. **Results of Resident/Citizen contacts re: SR514 widening Proposals**
 - 3. **Teen Council – Purpose and Direction**
 - 4. **Population and Redistricting**
- M. **PUBLIC COMMENTS:** General Items (Speaker Card Required)
- N. **REPORTS / ITEMS FOR NEXT AGENDA– COUNCIL MEMBERS, MAYOR, STAFF**
- O. **ANNOUNCEMENTS:**
 - (2) Vacancies on the Board of Adjustment;
 - (3) Vacancies on the Park and Recreation Board;
 - (1) Vacancy on the Planning & Zoning Board
- P. **ADJOURNMENT:**

If an individual decides to appeal any decision made by this board with respect to any matter considered at this meeting, a verbatim transcript may be required, and the individual may need to insure that a verbatim transcript of the proceedings is made (Florida Statute 286.0105). The Town does not provide this service. In compliance with F.S. 86.26 and the Americans with Disabilities Act (ADA), anyone who needs a special accommodation for this meeting should contact the Town's ADA Coordinator at 321-727-7764 at least 48 hours in advance of this meeting.

**TOWN OF MALABAR
AGENDA ITEM REPORT**

AGENDA ITEM NO: 1
Meeting Date: May 16, 2016

Prepared By: Debby Franklin, C.M.C., Town Clerk/Treasurer

SUBJECT: Approval of Minutes

BACKGROUND/HISTORY:

Attached are the summary minutes for the following meetings:

- Regular Town Council Meeting – 5/2/2016

ATTACHMENTS:

Draft Minutes of the following meeting:

- Regular Town Council Meeting – 5/2/2016

ACTION OPTIONS:

The Town Clerk requests approval of the minutes.

MALABAR TOWN COUNCIL REGULAR MEETING
May 2, 2016 7:30 PM

This meeting of the Malabar Town Council was held at Town Hall at 2725 Malabar Road.

A. CALL TO ORDER:

The meeting was called to order at 7:30 pm by Council Chair Mayor Phil Crews. CM Korn led the prayer and pledge.

B. ROLL CALL:

COUNCIL CHAIR:	Mayor PHIL CREWS
VICE-CHAIR:	BRIAN VAIL
COUNCIL MEMBERS:	GRANT BALL
	DON KRIEGER
	DICK KORN
	RICHARD KOHLER
TOWN ADMINISTRATOR:	DOUGLAS HOYT
TOWN ATTORNEY:	KARL BOHNE
TOWN CLERK/TREASURER:	DEBBY FRANKLIN

For the Record, the Fire Chief Christopher Robinson was also present.

C. APPROVE AGENDA - ADDITIONS/DELETIONS/CHANGES – CM Krieger asked under unfinished business to add items from last meeting. No objections.

D. APPROVE MINUTES – 4/18/16

1. Regular Council Mtg of 4/18/16

Exhibit: Agenda Report No. 1

Recommendation: Request Approval

Discussion: CM Korn (1.2, pg. 2, 2nd para, he asked for clarification: re: both subjects – both are important – people will die and the Disc Golf Park is important. Clerk will clarify.

MOTION: CM Vail / CM Krieger to approve RTCM 4/18/16 as clarified. **VOTE:** All Ayes.

E. SHERIFF'S REPORT: no one present

F. ATTORNEY REPORT: Karl said he had previously reported on the US Supreme Court decision striking down sign code regulations saying they cannot be based on content. He did a proposed amendment, which still provided for political signs and CM Ball questioned that. Therefore, Karl amended the entire ordinance. Regulations will be based on time not subject. Gave example of additional signs allowed at certain times of the year. Clerk will send out his marked up (underlined and strike troughs) ASAP showing changes. Please review and send comments to him or clerk.

G. STAFF REPORTS: ADMINISTRATOR:

TA briefed Council on multiple subjects:

- 1) Thanked Heidkrugar and Skip Whynot publicly for fixing the Town well at no cost to the town.
- 2) Lett Lane in 2009 was improved (report attached) but afterward the approved road section information was not provided to PW. (PP slideshow on overhead did not work). CM Vail said was it the town engineer's opinion that the const was adequate. TA said yes, from what he can determine. Bill Stephenson approved. TA said that he was told that he may not have even gone for a site visit. He does not know if that is true. CM Korn said it is in his district and he has seen it and agrees the town needs to fix it. He does not want to play blame game. Property owner paid to have road right of way improved and it was approved and has not been maintained it so it is on Council to fix it.

MOTION: CM Korn / CM Kohler to proceed with necessary corrections to the road. CM Ball said how were calculations made. TA estimated the materials and Tom estimated the time. The vibratory roller is the only piece needed to be rented; the rest of the equipment is all town owned equipment.

CM Krieger said if the town engineer did not even look at it but signed off on it; what is the Town's liability? He does want to affix blame. How did muck get there? He wants to learn more about this. He is seeing more and more of this. CM Krieger asked if the owner is now going to build. Chair asked if the liability of engineer's actions is a separate issue. CM Korn said we have accepted the improvements and are responsible for maintenance. If we have not done so, we are liable.

Atty said we are legally obligated to correct it. TA said we can take some road topping and fix this now for less money but you will be having this conversation again in 1.5 to 2 years. What he presented was his best estimate; could be less; but with a minimum of 12K.

VOTE: Aye, 4; Nay, 1 (Krieger)

3) SR514

He then showed the map from PD&E Eng firm, Aitkens Eng showing the traffic counts between intersections along Malabar and Hwy 1. TA asked each CM to call at least ten (10) of their constituents and get them involved; what do they want to see in this project, do they support one of the proposals or have another in mind. In the package TA has given each CM list with the names, addresses and phone numbers of ten constituents in their district to get them started. TA asked that they be ready to take action on this at next meeting.

TA said since his time here he has been to three meetings with FDOT staff, reps or contracted engineering firms. He hears from Council that no one shows up for these council meetings. This is a way to reach out and get them involved. TA asked Council to each speak with ten residents within their districts re: SR514 widening-FDOT is looking for opinion of Council so let us get constituents involved.

Chair said is it a good idea to get the residents involved. CM Ball thinks it is a great idea to contact residents.

TA said looking at the accident rate on Malabar Road, rising 30% per year. 87 accidents on Malabar Road in 2020 if these rates continue.

TA said we stand a much better chance of getting what we want instead of what they dictate if they can speak with one voice.

CM Korn agreed and said he has been in communication with FDOT in Deland and Tallahassee, prior to the last Council meeting. They tell him that Malabar does not tell them what they want. CM Korn said Ken Dessler is the Florida Sec of State and he has his card in his pocket. We must tell them what we want. Should we have a workshop?

CLERK: nothing.

H. PUBLIC COMMENTS: Comments at this point may address items NOT on the Agenda. Comments related to subsequent Agenda Items may be made as those items come up. Public comments do not require a Council response. (Speaker Card is Required) **Five (5) Minute Limit per Speaker.**

I. PUBLIC HEARINGS/SPECIAL ORDERS:

PUBLIC HEARINGS/SPECIAL ORDERS:

< **Presentation:** Mayor Crews re: 4/26 Storm Water Tour – went over PP
Chair then went over the overhead presentation and explained the two types of projects.

Skip Hard asked if they know the level of pollutants and asked if this is a solution looking for a problem? TA said a survey with your own eyes shows we have five active stables and lots of grazing land. TA said FIT has offered to test water for free.

< **Presentation:** Mayor Crews re: North end of Rocky Point Road – Status Update

Mayor showed the area and survey and it is hard to see. What are the color codes? He is still getting info on what the color codes mean. This map is from 1956. The purple area is the area that appears to be the area that was part of the ROW. Mayor said don't want to spend money now.

Park Board Chair Hans Kemmler said he wanted to show his slide show. Council allowed and Chair explained that they had revised the council meeting order. Hans said he would like someone to take a vote on whether the request is proposed to FDOT. Hans then reported that he had wire brushed and applied Ospho to most of the playground equipment. Had one more corner to do that he would need a lift to reach safely.

< **Recognize TA has successfully completed his probation.**

CM Krieger said there is no tenure in this position. Council is pleased with TA's performance.

< **Direct Atty to Amend Chap 2 of Code to add SpringFest Committee as a Standing Committee**

Chair said from the last meeting it was suggested the Atty amend code – Atty assumes they will have the same rules limitation on committee members. CM Ball referred to pg. 11 of packet, this committee should have more members and he suggests it have a broader title such as Special Events Committee so we can co-op with GV on some trail events.

CM Korn as he understands for the past 12 years SpringFest has been coordinated by Town staff. Malabar boards are each set as five members plus two alternates. Need to have an established committee. It worked out great this year but it takes a lot of staff time; it should be a community event.

CM Ball was the one that brought this up originally. There was a lot of interest from up here on Council and that participation is what helped make this year's event great. He sees it as an Event Coordination Committee. If you have an ad hoc committee, you are done. If they make it a regular committee and work with GV that from that point you could bring the two groups together. That is why he is pushing for this. There is enough assignments for more than five members; layout, vendors, etc. Chair said you can bring in subcommittee. CM Korn said wouldn't that be better under the Park Board.

CM Krieger asked Atty about communication. Without any other info, he would say it is also sunshine.

CM Krieger said if the Park Board is supposed to get this info then they could have a standing subcommittee. CM Korn said his recommendation tonight is that CM Ball and Chair of Park and Rec confer and come back to them at the next meeting. They can talk to each other. CM Vail said if you have a member of event, board gives you more status and stake in the town. When you have a subcommittee, there is less ownership. Once the event is done, you are off the hook. Have regular events. Canoe in the river and get the town more involved in special events.

We have tons of land that is not being used. Other towns have lists of activities for the residents to get involved in. He referenced the pancake breakfasts. CM Krieger – said they need the parameters. Need to have the plan before you write the code. CM Ball asked Atty if a volunteer to that organization has to be a resident. Can the one member be a resident and then he have four volunteers that may not be residents. Yes. CM Korn said many of our volunteers every year are from outside of Malabar. CM Ball will get with Hans and see if they want to go under Parks – consensus. CM Ball will bring it back.

J. UNFINISHED BUSINESS/GENERAL ORDERS MAY INCLUDE ITEMS DIRECTLY RELATED TO RESIDENTS PRESENT AT MEETING (RECOMMENDATIONS FROM BOARDS, HOA REQUESTS, RESIDENT GRIEVANCES)

K. ACTION ITEMS: ORDINANCES FOR FIRST READING: 0; RESOLUTIONS: 0; MISCELLANEOUS: 1

- 2. Accept 100' of Improved Fins Lane and Certify Costs**
Exhibit: Agenda Report No. 2
Recommendation: Request Action

Franklin said that in 2005-2006 Herndons applied for a road improvement application. Originally was for 530' and was later administratively shortened to 454' leaving appx 75' unimproved in front of their house. Calderons came in and asked for a variance to build short and then later requested Council to vacate the roadway between their three lots. Both were approved. St. Johns has signed off on it as did our Engineer. The certified cost per linear foot is 121.91.

MOTION: CM Vail / CM Korn to accept Fins Lane extension of 100 feet. **VOTE:** Ayes, 3; Nays, 2 (CM Krieger & CM Ball).

COUNCIL CHAIR MAY EXCUSE ATTORNEY AT THIS TIME – after next item - consensus

L. DISCUSSION/POSSIBLE ACTION:

- 3. Consider Methods for Memorial Tributes Overall and for Mayor Beatty Specifically**
Exhibit: Agenda Report No. 3
Recommendation: Discussion

CM Korn said when Mayor Eschenberg died; they tried to come up with what would be appropriate tribute to him. When Kelvington (former Council and Park Board Chair) died, they mounted a plaque to a coquina rock at the park.

CM Korn said it was suggested by Marisa Acquaviva to rename Malabar Woods Blvd. to Beatty Blvd. CM Korn suggested naming the PW facility after him. Or establish a memorial garden in the park for all those who have contributed to the Town; don't limit to mayors that died in office. Come up with a plan and an idea for what we want to do? He referenced the trailhead plaque at the SandHill Trailhead on Marie that was placed for the bluegrass musician. CM Vail said Carl's heart and soul was in this town. CM Ball is for naming the park after him. Dick said the whole park? CM Krieger, doesn't like naming the Blvd. after him because it is a cracked up road, but also is not sure about the whole park? CM Korn gave example of legendary coach. Name a part of the park after him. Have a policy. TA said put the question to residents on website. Make it for both - specifically for Carl and also in general. CM Kohler suggested renaming the Fern Creek.

- 4. Repeal all Resolutions Prior to 04-2016 related to Council Procedures**
Exhibit: Agenda Report No. 4
Recommendation: Make Motion

CM Krieger asked for this to be brought back. It had been discussed before.

MOTION: CM Krieger / CM Ball to repeal all prior resolutions as listed by CM Krieger **VOTE:** All Ayes.

(Note: after meeting Attorney was contacted and the repeal of resolutions must be done via a resolution.)

M. PUBLIC COMMENTS: General Items (Speaker Card Required)

Speaker Card

N. REPORTS – MAYOR AND COUNCIL MEMBERS

Chair asked for items for next meeting:

Franklin said the inventory could be ready for next meeting. Teen council – do we want to fund them, what are the criteria, discretionary money to fund them. Add for discussion.

TA Hoyt: nothing.

CM Ball – Teen Council purpose and direction. Copy teen council meeting info to Richard.

CM Vail – earlier we were talking about presentation. Used to have regular ones. What about one from the Fire Dept. Keep them on the agenda for each to report if they want.

Send a reminder to them (board Chair) Ball said we also haven't had the BCSO. Send reminder out to all. The old house in the triangle. Did not know who contacted them but it was not well received. If they would donate it and have it moved to the park and use it for historical purposes. It would be a nice little blast of the past.

CM Korn said we need to appoint a historian. Mayor said his brother was married to Koutnick.

CM Korn said maybe it should be Anne Crain.

CM Krieger - next meeting bring up again up again bring up the district population.

CM Korn – put question on website for SR514. Request input from residents.

Mayor said his wife and she will come into see me, to get a petition, and take it to Altman and the state rep. Come armed with petitions regarding the speed limit. CM Korn said there has been too much mis-information given out by a couple of professional citizens as self-imposed experts. They are telling people that they know everything that is going to happen with the SR514 widening. Same is true with High Speed railroad. Chair said we need a Ministry of Rumor control.

CM Kohler –no items but did want to ask for council appointment of an alternate for bill reviewer due to his current schedule.

MOTION: CM Ball / CM Kohler to make CM Krieger the alternate bill reviewer. Vote: All Ayes.

CM Krieger accepted.

O. ANNOUNCEMENTS:

- (2) Vacancies on the Board of Adjustment;
- (3) Vacancies on the Park and Recreation Board;
- (1) Vacancy on the Planning & Zoning Board

P. ADJOURNMENT:

There being no further business to discuss, Chair stated without objection the meeting is adjourned. The meeting adjourned at 9:55PM.

BY: _____
Mayor Phil Crews, Council Chair

(seal)

ATTEST:

Debby K. Franklin, C.M.C.

Date Approved: 5/16/2016

Town Clerk/Treasurer

DRAFT

RTCM 5/16/2016
Administrator's Report

Cell Tower Lease

05/11/2016

1956, Bell Labs indicated that "in the future" we would be assigned a phone number at our birth and this number would stay with us for life. The implication of this is a worldwide network, most likely a satellite system. While there are Satellite systems in operation today the predominance of cellular systems are cell towers. Further Bell said we would have a phone about the size of a pack of cards and this phone would work anywhere in the world.

Bell's predictions were quite accurate, particularly when one looks at today's smart phones. In the United States the population figure are 317,874,628. The cell phones in use are 327,577,529 or 3% more cell phones than people*. 63% of these phones are "smart" with this percentage continuing to grow.

The Town of Malabar owns a cell tower site (located behind the Fire Station) which it leases to Crown Castle LLC. The Lessee now wants to either extend the lease for a 20 year period (240 months) or do a onetime buy out. The buyout price offered is \$275,000.00 with revenue sharing or \$290,000.00 without. It appears that by extending the lease period they wish to negate the 15% five (5) year inflationary increase and fix the lease payment at \$1580.00 with and without revenue sharing depending on the nature of the final agreement.

Technology is changing at an increasing pace, in my opinion (bolstered by recent reporting) the cell technology will change from cell tower based phone transmissions to Satellite transmission. This will truly provide worldwide capable cellphones. The market for the service providers will increase as well as spawning a new generation of hardware.

Projecting the intersect point for the one time payout vs the monthly installments, mid 2028 appears to be the date, 12 years from today. This assumes that there is not a shift in technology and the 6 month lease cancelation is not invoked.

The recommendation would be to negotiate a higher one time buyout, if possible, and place those funds in our reserves. They should be an interest bearing instrument and inviolate except in the case of an emergency. Ideally this instrument would "beat the bank and beat inflation". Council needs a resolve on this matter.

Doug

* Wikipedia

	A	B	C	D	E	F	G
1			Annual Total	5 year total	2 yr accum.	Status	
2	1-5 years	\$1,200.00	\$14,400.00	\$72,000.00			Lease figures include one telecommunications provider.
3	2006 to 2011		\$28,800.00				Each additional provider added to the site increases the lease figure
4			\$43,200.00				by \$200.00 per month. Note: this is not subject to the 15% sixty month
5			\$57,600.00				inflation increase.
6			\$72,000.00				
7							
8	6-10 years	\$1,380.00	\$16,560.00	\$82,800.00	\$154,800.00	received	
9	2011 to 2016		\$33,120.00				NOTE: The lease provides for a 6 month Right to Terminate
10			\$49,680.00				So at any time this monthly income stream could cease.
11			\$66,240.00				
12			\$82,800.00				
13							
14	11 -15 years	\$1,587.00	\$19,044.00	\$95,220.00	\$178,020.00		
15	2016 to 2021		\$38,088.00				
16			\$57,132.00				
17			\$76,176.00				
18			\$95,220.00				
19							
20	16-20 years	\$1,825.00	\$21,900.00	\$109,500.00	\$204,720.00		In Mid 2028 our monthly lease payout would coincide with the \$275,000.00
21	2021 to 2026		\$43,800.00				one time buyout.
22			\$65,700.00				
23			\$87,600.00				
24			\$109,500.00				
25							
26	21-25 years	\$2,098.00	\$25,176.00	\$125,880.00	\$235,380.00		
27	2026 to 2031		\$50,352.00				
28			\$75,528.00				
29			\$100,704.00				
30			\$125,880.00				
31							
32	26-30 years	\$2,413.00	\$28,956.00	\$144,780.00	\$270,660.00		
33	2031 to 2036		\$57,912.00				
34			\$86,868.00				
35			\$115,824.00				
36			\$144,780.00				
37							
38	31 -36 years	\$2,774.95	\$33,299.40	\$166,497.00	\$311,277.00		
39	2036 to 2041		\$66,598.80				
40			\$99,898.20				
41			\$133,197.60				
42			\$166,497.00				
43	Lease income			\$796,677.00			

DEBBY CINDY DENINE

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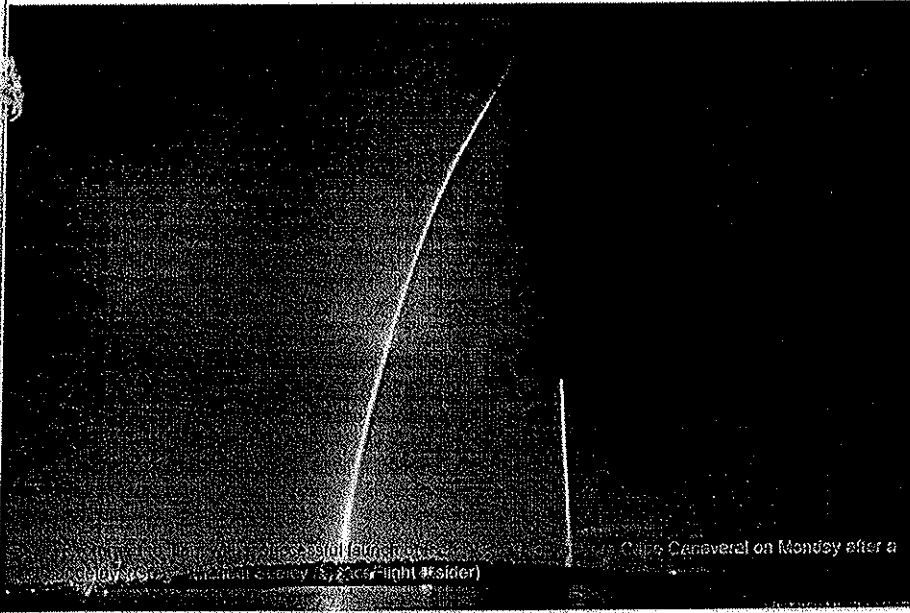
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Falcon 9 launch, landing from Cape Canaveral successful



By Jerry Hume and Greg Pallone, Team Coverage
Last Updated, Monday, December 21, 2015, 11:07 PM

131

BREVARD COUNTY—SpaceX returned to flight with a successful launch of the Falcon 9 rocket from Cape Canaveral on Monday after a 24-hour delay.

The company successfully landed the first stage on the ground after liftoff. It was the first time a rocket landed on the Cape.

For safety reasons, officials say, only key company and Air Force personnel have been allowed on Air Force Station property. Media are being asked to report from nearby Port Canaveral.

In previous launches, SpaceX has unsuccessfully attempted to land the booster onto a floating barge off the coast, where they had to contend with ocean waves and currents.

The primary mission for tonight's launch is to take 11 next-generation communication satellites to orbit for ORBCOMM, each of them weighing about 400 pounds.

The company has been waiting for months for the launch -- now a "return to flight" mission for SpaceX. In June, a SpaceX rocket carrying cargo to the International Space Station exploded shortly after liftoff. A faulty strut in the rocket's upper stage was later to blame.

The company has upgraded the Falcon 9 since.

SpaceX hopes to recover its rockets so that they can be reused and drive down launch costs.

When the rocket returns to land, residents near Cape Canaveral may hear a sonic boom.

A sonic boom is a thunder-like noise created when an aircraft or spacecraft flies overhead faster than the speed of sound. Residents on the Space Coast haven't heard a sonic boom since the last space shuttle landing in July 2011.

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(cell tower) my office 12/31

Douglas C. Hoyt

From: Joan Javier <jjavier@lyleco.com>
Sent: Tuesday, November 10, 2015 1:30 PM
To: Douglas C. Hoyt; Debby Franklin
Subject: RE: Town of Malabar, FL and Crown Castle Lease/Easement 805998

What a pleasure to meet you. In reviewing everything I've sent over I can see why there would be confusion! It confused me and I'm the one who sent it.

The tower industry's business model in the future are easements over leases. The carriers have sold off their tower rights to the 3 publicly traded tower companies. This allows them to focus on the technology and the tower industry to focus on the infrastructure. The carriers will be switching from a voice technology system to a data system, which will reduce the number of towers needed to operate a system. Simply put, the towers won't have to see each other anymore to transmit and the tower company is securing as many easements as possible and providing them to the carriers in hopes of keeping them on our towers.

Crown Castle is different from the other tower companies when it comes to easements as we do not only the one time payout, but also paid out over time. In fact you can get paid out for as long as 20 years. The easement simply allows us to continue doing what we do for as long as that particular tower is needed, which we won't know until down the road. The benefit for you is that you are securing your equity out of the tower so it really doesn't matter what happens with technology. I'd provided you pricing examples both with and without future tenant revenue share. We are the only ones who can put someone on the tower so we've had a lot of companies and individuals choose to secure the easement but get 10% from future tenants that go on the tower, within our existing lease area. I will quote both with and without revenue share.

INSTALLMENT PRICING WITH 10% FUTURE TENANT REVENUE SHARE WITHIN THE EXISTING LEASE AREA

Option	Option 1 A	Option 1B	Option 1C
Term (5 - 20 Years)	5 yrs	10 yrs	15 yrs
Interest Rate	2.00%	3.75%	3.75%
Current Cash Rent	\$1,580 /mo	\$1,580 /mo	\$1,580 /mo
Purchase Price	\$290,000	\$336,000	\$345,086
Down Payment	\$20,000	\$10,000	\$7,500
Installment Monthly Payments	\$4,732.50	\$3,262.00	\$2,455.00
TOTAL PAYOUT	\$303,950	\$401,440	\$449,400

LUMP SUMP ONE TIME PAYOUT WITH 10% FUTURE TENANT REVENUE SHARE WITHIN THE EXISTING LEASE AREA: \$275,000

INSTALLMENT PRICING WITH NO FUTURE TENANT REVENUE SHARE

Option	Option 1 A	Option 1B	Option 1C	Option 1D
Term (5 - 20 Years)	7 yrs	12 yrs	17 yrs	20 yrs
Interest Rate	2.00%	3.75%	3.75%	3.75%
Current Cash Rent	\$1,580 /mo	\$1,580 /mo	\$1,580 /mo	\$1,580 /mo
Purchase Price	\$339,864	\$359,552	\$387,443	\$404,708
Down Payment	\$25,000	\$15,000	\$10,000	\$7,500

Installment Monthly Payments	\$4,020.01	\$2,975.00	\$2,505.00	\$2,355.00
TOTAL PAYOUT	\$362,680	\$443,400	\$521,020	\$572,700

LUMP SUMP ONE TIME PAYOUT NO FUTURE TENANT REVENUE SHARE: \$290,000

With any of these prices, these are easement in perpetuity but are tied to the use language. That basically means that there is an end date, we just don't know what that is right now.

I hope this helps clarify things for you. Again, I apologize for the confusion.

Respectfully yours,

Joan C. Javier

Authorized Representative of Crown Castle
 3140 Gold Camp Drive, Ste 30
 Rancho Cordova, CA 95670
 916-ASK-JOAN (916-275-5626)
 888-566-0110 TOLL FREE FAX

jjavier@lyleco.com

** Please feel free to verify my association with Crown Castle by calling the Land Owner Help Desk at 1-866-482-8890

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From: Douglas C. Hoyt [<mailto:dhoyt@townofmalabar.org>]
Sent: Friday, November 06, 2015 1:22 PM
To: Joan Javier; Debby Franklin
Subject: Town of Malabar, FL and Crown Castle Lease/Easement

Joan,

I am the new Town of Malabar Administrator as of November 2nd. I noticed that you have sent several emails to Debby the Town Clerk regarding the subject matter. Neither Debby nor I are entirely clear as to what is being proposed as to the current lease or other offers regarding the site currently occupied. Please provide with an update for our review. Thank you for your assistance in this matter.

Regards,

Douglas C. Hoyt
 Douglas C. Hoyt
 Town Administrator

Town of Malabar
 2725 Malabar Road
 Malabar, FL 32950

dhoyt@townofmalabar.org

Office 321-727-7764 x13

Cell 321-544-0766

Fax 321-727-9997

Please Note: Florida has a broad public records law. As a result, any written communication created or received by Town of Malabar officials and employees will be made available to the public and media, upon request, unless otherwise exempt. Under Florida law, e-mail addresses are public record. If you do not want your e-mail address released in response to a public record request, do not send electronic mail to this office. Instead, contact our office by phone or in writing.

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LEASE AGREEMENT

*For a
"freestanding" tower and wireless communications facility
Located at:*

Facility: **BR2810**
Street Address: 1830 Malabar Road
City: Malabar
County: Brevard
State: Florida

between

**PJ DEVELOPMENT, LLC
A Florida Corporation, LESSEE**

And

**Town of Malabar
2725 Malabar Road
Malabar, Florida 32950-4427
Lessor**

**LEASE AGREEMENT
FOR PROPERTY LOCATED IN THE STATE OF FLORIDA**

THIS LEASE AGREEMENT (the "Lease") is made this 26th day of January, 2006, by and between Town of Malabar the address of which is 2725 Malabar Road, Malabar Florida (the "Lessor") and PJ DEVELOPMENT, LLC, a Florida Corporation, having its principal place of business at 7341 Westport Place, West Palm Beach, FL 33413("Lessee").

1. **Description of Leased Property.** Lessor warrants and represents to Lessee that it is the fee simple owner of that certain real property located in Palm City, legally described on Exhibit "A" attached hereto and made a part hereof by this reference ("Lessor's Property"). For good and valuable consideration, Lessor leases to Lessee a portion of Lessor's Property, that portion being described as an approximately 80' x 60', Forty Eight Hundred (4800) square foot parcel (the "Leased Premises") and grants to Lessee an exclusive right for ingress and egress, seven days per week, twenty-four hours per day, on foot or motor vehicle, including trucks, along a twenty-foot wide right-of-way extending from the nearest public right-of-way (the "Easement Area"), together with the right to install, replace and maintain utility wires, poles, cables, conduits and pipes in the Easement Area, (the "Lessee Facilities"). The Leased Premises and Easement Area are generally described in a survey drawing attached hereto as Exhibit "B".

In the event any utility is unable or unwilling to use the described Easement Area, Lessor hereby agrees to grant an additional easement either to the Lessee or directly to the public utility at no cost and in a location acceptable to either Lessee or the public utility.

2. **Lease Term.** This Lease shall be for an initial term (the "Initial Term") of five (5) years beginning on the Commencement Date (hereinafter defined). At Lessee's option, this Lease shall automatically be extended for five (5) subsequent five (5) year terms (the "Renewal Terms") unless Lessee terminates it pursuant to Section 4 (Lessee's Right to Terminate) of this Lease. The Initial Term and any Renewal Terms shall be collectively referred to as the "Lease Term".

The initial Term shall commence on the date (the "Commencement Date") on which Lessee commences material physical alteration of the Leased Premises for the purpose of constructing the wireless communications facility ("Construction").

3. **Rent.** Beginning on the Commencement Date, Lessee shall pay to Lessor \$ 14,400.00 per year to be paid in equal monthly installments of \$ 1,200.00 as rent (the "Rent") for the Leased Premises with one (1) broadband wireless telecommunications provider (the "Carrier"). An additional sum of \$ 2,400.00 per year, to be paid in equal monthly installments of \$ 200.00 as rent, for any additional Occupier of the Tower, except Government Entities, included, but not limited to a Carrier that installs their

equipment on the Lessee Facilities. The Term shall commence on the date (the "Commencement Date") on which the additional Carrier or Occupier commences material physical alteration of the Leased Premises. See Exhibit "D" Income Analysis.

After the first five (5) years of the Initial Term, the Rent shall increase by fifteen percent (15%) over the Rent that was in effect during the previous five-year period. For every five-year period thereafter, the Rent shall be increased by fifteen percent (15%) over the previous five-year period. Each payment of Rent shall be accompanied by the applicable Florida sales tax, if any is due.

4. **Lessee's Right to Terminate.** During the Lease Term, and so long as lessee shall not be in default, Lessee shall have the absolute, unilateral right to terminate this Lease, at any time, by providing Lessor with six (6) month's prior written notice. Said termination shall be effective six (6) months after the date Lessee provides notice of termination to Lessor.

5. **Effect of Termination by Lessee.** Upon termination of this Lease by Lessee, the parties shall have no further obligations except for Lessee's obligations to pay any rents due or that may become due, and those specific provisions contained in the Lease that survive termination.

6. **Use of Property.** The Leased Premises and all easements, rights and privileges herein granted shall be used only for the purpose of constructing, maintaining and operating a wireless communications facility and uses incidental thereto for Lessee's use and for the use of its sublessees and/or licensees ("Lessee's Permitted Use"). It is the intent of the parties that Lessee's communications facility shall not constitute a fixture. Lessee shall place a security fence, consisting of chain-link or comparable construction, around the perimeter of the Leased Premises. It is understood and agreed that all improvements shall be undertaken at Lessee's sole expense. Lessee will maintain the Leased Premises in a reasonable and safe condition. Lessor shall take no action that would adversely affect the status of the Leased Premises with respect to the Lessee's Permitted Use. Lessee will maintain the Leased Premises in a manner consistent with the design drawings used to construct the Lessee Facilities. Lessee shall abide by the Towns permitting requirements.

7. **Due Diligence/Lessee's Ability to Use Property.** During the Lease Term, the Lessee and Lessee's representatives may enter the Lessor's property for the purpose of inspecting and surveying the Leased Premises and the easement area and conducting engineering tests, including, but not limited to soil boring tests, appraisals and other investigations, inspections and tests, and environmental and other hazardous materials investigation, as well as, for the purpose of constructing the Lessee Facilities contemplated by this Lease Agreement. If, as a result of such investigation, it is determined that the Leased Premise are not suitable for the purpose of constructing the Lessee Facilities as contemplated herein, then Lessee may terminate this Lease Agreement upon thirty (30) day's notice and will have no further obligations for the payment of rent except for the rent that may be due through the termination date. Lessor

agrees to execute documents reasonably necessary to petition the appropriate public bodies for the approvals and to be named as "Applicant" is requested by Lessee in order to construct the Lessee Facilities contemplated by this Agreement.

8. **Removal of Obstructions.** Lessee has the right to remove obstructions, including but not limited to vegetation, which may encroach upon, interfere with or present a hazard to Lessee's use of the Leased Premises. Lessee shall be responsible for disposing of any material related to the removal of obstructions.

9. **Hazardous Substances and Hazardous Wastes.** Lessee shall not (either with or without negligence) cause or permit the use, storage, generation, escape, disposal or release of any Hazardous Wastes in any manner not sanctioned by law. In all events, Lessee shall indemnify and hold Lessor harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorney's fees, and consultants' and experts' fees) from the presence or release of any Hazardous Substances or Hazardous Wastes on the Lease Premises if caused by Lessee or persons acting under Lessee. Lessee shall execute such affidavits, representations and the like from time to time as Lessor may reasonably request concerning Lessee's best knowledge and belief as to the presence of Hazardous Substances or Hazardous Wastes on the Leased Premises.

Lessor shall not (either with or without negligence) cause or permit the use, storage, generation, escape, disposal or release of any Hazardous Substances or Hazardous Wastes in any manner not sanctioned by law. In all events, Lessor shall indemnify and hold Lessee harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees, and consultants' and experts' fees) from the presence or release of any Hazardous Substances or Hazardous Wastes on Lessor's Property unless caused by Lessee or persons acting under Lessee. Lessor shall execute such affidavits representations and the like from time to time as Lessee may reasonably request concerning Lessor's best knowledge and belief as to the presence of Hazardous Substances or Hazardous Wastes on Lessor's Property.

For Purposes of this Lease, the term "Hazardous Substances" shall be as defined in the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§ 9601 *et seq.*, and any regulations promulgated pursuant thereto, and as used to define "Hazardous Wastes" in the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 *et seq.*, and any regulations promulgated thereto.

10. **Insurance.** At all times during the Lease Term, Lessee, at its sole expense, Lessee shall obtain and keep in force insurance which may be required by any federal, state, or local statute or ordinance or any governmental body having jurisdiction in connection with the operation of Lessee's business upon the Leased Premises. Lessee agrees to name Lessor as an additional insured under Lessee's liability insurance policy. In no event, however, shall Lessee not have general liability insurance of less than One

Million Dollars (\$1,000,000.00), on which such policy Lessor shall be named as an additional insured.

11. **Waiver of Subrogation.** The parties hereby waive any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Leased Premises resulting from any fire or other casualty of the kind covered by property insurance policies with extended coverage regardless of whether or not, or in what amount, such insurance is now or hereafter carried by the parties.

12. **Eminent Domain.** If any part of the Leased Premises is taken by eminent domain prior to construction, Lessor will notify Lessee of the taking within five days and Lessee will have the option to: (a) declare this Lease null and void with thereafter being no further liability or obligation by either of the parties hereunder; or (b) remain in possession of that portion of the Leased Premises not taken, in which event there shall be an equitable adjustment in rent on account of the portion of the Leased Premises so taken. With either option, Lessee has the ability to contest the taking and directly proceed to obtain an award, or a portion of the award, allocated to Lessee's interest in the Leased Premises. Lessor shall keep all eminent domain awards.

13. **Right of First Refusal.** If during the Lease Term Lessor elects to sell all or any portion of the Leased Premises, whether separate or as part of the larger parcel of which the Leased Premises is a part, Lessee shall have the right of the first refusal to meet any bona fide offer of sale on the same terms and conditions of such offer. If Lessee fails to meet such bona fide offer within thirty (30) days after notice thereof from Lessor, Lessor may sell the Leased Premises or portion thereof to such third person in accordance with the terms and conditions of the offer.

14. **Surrender of Property.** Upon expiration or termination of this Lease, Lessee shall, within a reasonable time, remove its building(s), tower and all above ground property and restore the surface of the Leased Premises to its original condition, reasonable wear and tear excepted. Lessee has 30 Days to comply and will be responsible for paying fair rental for every day after 30 days.

15. **Recording.** Lessor acknowledges that Lessee intends to record a Memorandum of this Lease with appropriate recording officer upon execution of this Lease. Lessee shall execute such a Memorandum and pay for the recording of same, after approval of Lessor. Such approval will not be unreasonably withheld. Landlord will execute the Memorandum so that it is in a recordable form.

16. **Hold Harmless.** Each party shall indemnify and hold harmless the other party from any claim of liability, loss or damages made against one party, by any third party, for the personal injury or property damage arising from the use and occupancy of the Leased Premises caused by acts of the other party, its servants or agents. The provisions of this section survive termination of the Lease.

17. **Lessor's Covenant of Title.** Lessor covenants that Lessor is seized of good and sufficient title and interest to the Lessor's Property of which the Leased Premises is a part and has full authority to enter into and execute this Lease. Lessor further covenants that (1) there are no aspects of title that might interfere with or be adverse to Lessee's interests in and intended use of the Leased Premises and (2) title shall be such that Lessee will have the ability to obtain title insurance at regular rates.

18. **Interference.** From and after the date hereof and continuing until the Lease is terminated, Lessee shall have the exclusive right to construct, install and operate communications facilities that emit radio frequencies on Lessor's Property. Lessor shall not permit (i) the construction, installation or operation of any communications facilities that emit radio frequencies on Lessor's Property other than the communication facility to be constructed, installed and operated on the Leased Premises or (ii) any condition on Lessor's Property which interferes with Lessee's Permitted Use. Each of the covenants made by Lessor in this Section 18 is a covenant running with the land for the benefit of the Leased Premises and shall be binding upon Lessor and each successive owner of any portion of Lessor's Property and upon each person having any interest therein derived through any owner thereof.

19. **Quiet Enjoyment.** Lessor covenants that Lessee, on paying Rent and performing the covenants of this Lease, shall peaceably and quietly have, and enjoy the Leased Premises.

20. **Mortgages.** At Lessor's option, this Lease shall be subordinate to any mortgage by Lessor which may now or hereafter affect all of Lessor's Property including the Leased Premises, provided that any such mortgage shall recognize the validity of this Lease in the event of foreclosure of Lessor's interest and also recognize Lessee's right to remain in possession and have access to the Leased Premises. In the event that the Leased Premises is encumbered by a mortgage, Lessor shall obtain and furnish to Lessee a non-disturbance agreement for each such mortgage in recordable form. Lessee shall execute whatever instruments may reasonably be required to evidence this subordination clause.

21. **Default.** In the event that there is a default by Lessor or Lessee (the "Defaulting Party") with respect to any of the provisions of this Lease or Lessor's or Lessee's obligations under the Lease, the other party (the "Non-defaulting Party") shall give the Defaulting Party written notice of such default. After receipt of such written notice, the Defaulting Party shall have fifteen days in which to cure any monetary default and thirty days in which to cure any non-monetary default; provided, however, the Defaulting Party shall have extended periods as may be required beyond the thirty days if the nature of the cure is such that it reasonably requires more than thirty days and the Defaulting Party commences the cure within the thirty period and there after continuously and diligently pursues the cure to completion. The Non-Defaulting Party may not maintain any action or effect any remedies for default against the Defaulting Party unless and until Defaulting Party has failed to cure the same within the time periods provided in this Section 21.

Lessor acknowledges that under the terms of this Lease, Lessee has the right to terminate this Lease at any time upon six months' notice, accordingly, in the event that Lessor maintains any action or effects any remedies for default against Lessee resulting in Lessee's dispossession or removal, (i) the Rent shall be paid up to the date of such dispossession or removal and (ii) Lessor shall be entitled to recover from Lessee, in lieu of any other damages, as liquidated, final damages, a sum equal to six months' rental. In no event shall Lessee be liable to Lessor for consequential, indirect, speculative or punitive damages in connection with or arising out of any default.

In the event that Lessor is in default beyond the applicable periods set forth above, Lessee may at its option upon written notice: if such default is substantial and material, declare the Lease Term ended and vacate the Leased Premises and be relieved from all further obligations under this Lease. In the event of a termination of this Lease by Lessee on account of Lessor's default, Lessee shall be entitled to recover from Lessor the depreciated value of all of Lessee's improvements located on the Leased Premises as set forth in Lessee's records and accounts.

22. **Entire Agreement.** Lessor and Lessee agree that this Lease contains all of the agreements, promises and understandings between Lessor and Lessee. No verbal or oral agreements, promises or understandings shall be binding upon either Lessor or Lessee in any dispute, controversy or proceeding at law. Any addition, variation or modification to this Lease shall be void and ineffective unless made in writing and signed by the parties hereto.

23. **Construction of Document.** Lessor and Lessee acknowledge that this document shall not be construed in favor of or against the drafter and that this document shall not be construed as an offer until such time as it is executed by one of the parties and then tendered to the other party.

24. **Applicable Law.** This Lease Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State of Florida. In the event that a dispute arises under this Lease, the parties agree that the venue for any litigation shall be Brevard, Florida.

25. **Notices.** All notices hereunder shall be in writing and shall be given by (i) established express delivery service which maintains delivery records, (ii) hand delivery, or (iii) certified or registered mail, postage prepaid, return receipt requested. Notices may also be given by facsimile transmission, provided that the notice is concurrently given by one of the above methods. Notices are effective upon receipt, or upon attempted delivery if delivery is refused or if delivery is impossible because of failure to provide reasonable means for accomplishing delivery. The notices shall be sent to the parties at the following addresses:

If to Lessor: Town of Malabar
2725 Malabar Road
Malabar, Florida 32950-4427

If to Lessee: PJ Development, LLC
7341 Westport Place
West Palm Beach, FL 33413
Attention: Mr. Paul A. Scott
Facsimile No.:772-288-4155

26. **Assignment and Sublease.** Lessee has the right, within its sole discretion, to assign and sublease this Lease and/or to license space on the Leased Premises and Lessee's wireless communications facility. Any assignment or sublease of this Lease or license of space shall be binding upon the successors, assigns, heirs and legal representatives of the respective parties hereto. Assignment of this Lease shall be effective upon Lessee sending written notice to Lessor at Lessor's mailing address stated above and shall relieve Lessee from any further liability or obligation accruing hereunder. Lessee has the further right, within its sole discretion, to encumber this Lease. Upon notice to Lessor of any leasehold mortgage by Lessee, Lessor agrees to give the holder or such leasehold mortgage (the "Leasehold Mortgagee") written notice of any default by Lessee hereunder and an opportunity to cure any such default within fifteen (15) days after such notice with respect to monetary defaults and within a commercially reasonable period of time after such notice with respect to any non-monetary default.

27. **Partial Invalidity.** If any term of this Lease is found to be void or invalid, then such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.

28. **Successors and Assigns.** This Lease Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of the parties hereto, including any successive owners of the Lessor's Property.

29. **Real Estate Taxes.** Lessor shall pay all real estate taxes on Lessor's Property; provided Lessee agrees to pay for any documented increase in real estate taxes levied against the Leased Premises that are directly attributable to the improvements constructed by Lessee. Lessor agrees to provide Lessee any documentation evidencing the increase and how such increase is attributable to Lessee's use. Lessee reserves the right to challenge any such assessment, and Lessor agrees to cooperate with Lessee in connection with any such challenge.

30. **Lessor's Waiver.** Upon Lessee's request, Lessor shall promptly execute a Subordination Agreement subordinating Lessor's landlord's lien to any of those of Lessee's creditors.

31. **Construction of Lease.** The captions preceding the Sections of this Lease are intended only for convenience of reference and in no way define, limit or describe the scope of this Lease or the intent of any provision hereof. Whenever the singular is used, the same shall include the plural and vice versa and words of any gender shall include the other gender. As used herein, "including" shall mean "including, without limitation".

(Signatures appear on following page)

IN WITNESS WHEREOF, Lessor and Lessee having read the foregoing and intending to be legally bound hereby, have executed this Lease Agreement as of the day and year first written above.

Signed, sealed and delivered in the LESSOR: _____ presence of:

Sharon White
Witness
Print Name: SHARON WHITE

By: [Signature]
Officer's Name: Dwain L. Booth
Title: Town Administrator

Witness
Print Name: _____

LESSEE: PJ Development, LLC, A Florida Corporation

Sharon White
Witness
Print Name: SHARON WHITE

By: Paul A. Scott
Officer's Name: Paul A. Scott
Title: Managing Member

Witness
Print Name: _____

(Acknowledgments appear on following page)

STATE OF FLORIDA :

: SS

COUNTY OF :

The foregoing instrument was acknowledged before me this 26th day of Jan, 2006, by Edwin L. Prohn as Town Administrator of Town of Malabar, a Town incorporated under the laws of the State of Florida, on behalf of said Town; He/She is personally known to me or has produced _____ as identification.

Cynthia Dianne Kelley
Signature of Notary Public

Cynthia Dianne Kelley
Printed Name of Notary Public

My Commission Expires: 2/22/09 (Seal)



STATE OF FLORIDA :

: SS

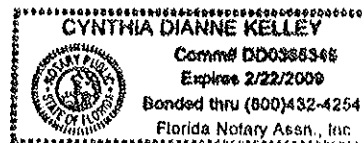
COUNTY OF :

The foregoing instrument was acknowledged before me this 26th day of Jan, 2006, by Paul A. Scott as Managing Member of PJ Development, LLC, a Corporation incorporated under the laws of the State of Florida, on behalf of said Corporation. He/She is personally known to me or has produced FL. DL as identification.

Cynthia Dianne Kelley
Signature of Notary Public

Cynthia Dianne Kelley
Printed Name of Notary Public

My Commission Expires: 2/22/09 (Seal)



Lease 2006

Lease Income Analysis
TOWN OF MALABAR

	Telecommunications Provider (First)	Telecommunications Provider (Second)	Telecommunications Provider (Third)	Telecommunications Provider (Fourth)	Telecommunications Provider (Fifth)	Monthly Totals
Income / Month						
1-5 years Total	\$1,200.00 \$72,000.00	\$200.00 \$12,000.00	\$200.00 \$12,000.00	\$200.00 \$12,000.00	\$200.00 \$12,000.00	\$2,000.00
6-10 years Total	\$1,380.00 \$82,800.00	\$230.00 \$13,800.00	\$230.00 \$13,800.00	\$230.00 \$13,800.00	\$230.00 \$13,800.00	\$2,300.00
11-15 years Total	\$1,587.00 \$95,220.00	\$264.50 \$15,870.00	\$264.50 \$15,870.00	\$264.50 \$15,870.00	\$264.50 \$15,870.00	\$2,645.00
16-20 years Total	\$1,825.05 \$109,503.00	\$304.18 \$18,250.50	\$304.18 \$18,250.50	\$304.18 \$18,250.50	\$304.18 \$18,250.50	\$3,041.75
21-25 years Total	\$2,098.81 \$125,928.45	\$349.80 \$20,988.08	\$349.80 \$20,988.08	\$349.80 \$20,988.08	\$349.80 \$20,988.08	\$3,498.01
26-30 years Total	\$2,413.63 \$144,817.72	\$402.27 \$24,136.29	\$402.27 \$24,136.29	\$402.27 \$24,136.29	\$402.27 \$24,136.29	\$4,022.71
LEASE INCOME	<u>\$630,269.17</u>	<u>\$105,044.86</u>	<u>\$105,044.86</u>	<u>\$105,044.86</u>	<u>\$105,044.86</u>	
TOTAL		<u>\$735,314.03</u>	<u>\$840,358.89</u>	<u>\$945,403.75</u>	<u>\$1,050,448.61</u>	

27/31

EXHIBIT "A"
to
Lease Agreement dated January 26, 2006
by and between **Town of Malabar ("Lessor")**
and **PJ Development, LLC, ("Lessee")**

Legal Description of Parent Tract:

A PARCEL OF LAND LYING IN SECTION 36, TOWNSHIP 28 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 36; THENCE SOUTH 89° 46' 33" EAST, ALONG THE SOUTH LINE THEREOF, A DISTANCE OF 1321.73 FEET TO THE WEST LINE OF THE EAST ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 36, THENCE NORTH 00° 07' 12" EAST, ALONG SAID WEST LINE, A DISTANCE OF 347.87 FEET, TO THE POINT OF BEGINNING; THENCE NORTH 00° 07' 12" EAST ALONG SAID WEST LINE A DISTANCE OF 557.21 FEET; THENCE SOUTH 89° 50' 34" EAST A DISTANCE OF 878.56 FEET TO THE INTERSECTION WITH A CIRCULAR CURVE CONCAVE TO THE NORTHWEST (A RADIAL LINE BEARS SOUTH 59° 47' 31" EAST TO SAID INTERSECTION) HAVING A RADIUS OF 833.01 FEET; THENCE SOUTHWESTERLY 255.97 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17° 36' 23" TO THE POINT OF REVERSE CURVE OF A CIRCULAR CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 913.01 FEET; THENCE SOUTHWESTERLY AND SOUTHERLY 758.60 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE 47° 36' 20" TO THE INTERSECTION WITH A NON-TANGENT LINE, SAID LINE BEING THE NORTH RIGHT OF WAY LINE OF MALABAR ROAD, (A RADIAL LINE BEARS NORTH 89° 47' 28" WEST TO SAID INTERSECTION) THENCE NORTH 89° 46' 33" WEST ALONG SAID NORTH RIGHT OF WAY LINE 200 FEET TO THE POINT OF BEGINNING. CONTAINING 10.636 ACRES, MORE OR LESS

EXHIBIT "B"
to
Lease Agreement dated January 26, 2006
by and between Town of Malabar ("Lessor")
and PJ Development, LLC, ("Lessee")

Site Sketch Including Easement Area:

SEE ATTACHED DESIGN DRAWINGS

EXHIBIT "C"
to
Lease Agreement dated January 26, 2006
by and between **Town of Malabar ("Lessor")**
and **PJ Development, LLC, ("Lessee")**

Survey of Subleased Premises and Easement Area:

ATTACHED

LEASED PARCEL

**A PORTION OF SECTION 36, TOWNSHIP 26 SOUTH, RANGE 37 EAST,
BREVARD COUNTY FLORIDA. MORE PARTICULARLY DESCRIBED AS
FOLLOWS:**

**COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 36;
THENCE SOUTH 89° 46' 33" EAST, ALONG THE SOUTH LINE THEREOF, A
DISTANCE OF 1321.73 FEET TO THE WEST LINE OF THE EAST ONE-HALF
OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 36, THENCE
NORTH 00° 07' 12" EAST, ALONG SAID WEST LINE, A DISTANCE OF 347.87
FEET, THENCE NORTH 00° 07' 12" EAST ALONG SAID WEST LINE A
DISTANCE OF 557.21 FEET; THENCE DEPARTING SAID WEST LINE SOUTH
89° 50' 34" EAST, A DISTANCE OF 81.21 FEET, THENCE SOUTH 00° 09' 26"
WEST, A DISTANCE OF 128.66 FEET TO THE POINT OF BEGINNING:
THENCE SOUTH 20° 26' 19" EAST, A DISTANCE OF 80.00 FEET; THENCE
SOUTH 69° 33' 41" WEST A DISTANCE OF 60 FEET; THENCE NORTH 20° 26'
19" WEST, A DISTANCE OF 80 FEET; THENCE NORTH 69° 33' 41" EAST, A
DISTANCE OF 60 FEET TO THE POINT OF BEGINNING.**

EXHIBIT "D"

to

Lease Agreement dated JAN 26, 2006
by and between TOWN OF MALABAR ("Lessor")
and PJ Development, LLC, ("Lessee")

Income Analysis Monopole

Attached