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ATLANTIC HIGH SCHOOL

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return to:

Alan J. Ciklin, Esq.
Boose, Casey, Ciklin, Lubitz,
Martens, McBane & O'Connell
515 North Flagler Drive
19th Floor - Northbridge Tower I
West Palm Beach, Florida 33401

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COMMUNICATION TOWER REMOVAL AGREEMENT

This Agreement is made this 16 day of June, 1997 by and between SPRINT SPECTRUM, L.P., a Delaware limited partnership ("SSLP"), having an address of 861 SW 78th Ave. Building B - 2nd Floor, Plantation, FL 33324 (TOWER OPERATOR), and THE SCHOOL DISTRICT OF PALM BEACH COUNTY (OWNER);

WHEREAS, TOWER OPERATOR owns and operates a communications tower within the City of Delray Beach (CITY) located on land leased to TOWER OPERATOR by OWNERS and more fully described in the legal description attached as Exhibit "A".

WHEREAS, TOWER OPERATOR intends to use said tower as a communications tower; and

WHEREAS, CITY has granted TOWER OPERATOR an approval to use the property for a communications tower; and

WHEREAS, the parties make this Agreement pursuant to Delray Beach development requirements.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and the granting of the use of the property for a commercial communications tower, it is agreed as follows:

1. The TOWER OPERATOR and OWNERS agree that in the event the communications tower located on the real property described above shall become obsolete and unused, TOWER

OPERATOR or OWNERS shall remove said tower within six (6) months of cessation of use. The primary responsibility for said removal shall be that of the TOWER OPERATOR. If it becomes necessary to remove the TOWER, the TOWER OPERATOR will bear the cost of such removal.

2. Obsolescence and cessation of use shall be defined as the non-use of the tower for the purposes permitted by the TOWER OPERATOR or any of its lessees or OWNERS. Use shall be defined as the reception or broadcasting of radio, light, or electromagnetic type signals to or from the communications tower.

3. This Agreement shall be binding upon TOWER OPERATOR, OWNERS, and their assigns and successors

4. TOWER OPERATOR or OWNERS shall notify City of Delray Beach Zoning Division within thirty (30) days of cessation of use.

5. In the event that TOWER OPERATOR or OWNERS fail to remove the tower within the six (6) months set forth herein, CITY may have the tower removed without notice and OWNERS shall be responsible for the City's reasonable direct and indirect costs of removal. The City may record a lien against the property for the cost of removal should OWNERS fail to make payment within fifteen (15) days of request of payment.

6. City shall not be responsible to OWNERS or TOWER OPERATOR for damage to any structures or property caused through removal of the tower.

7. The TOWER OPERATOR acknowledges and agrees that there is a gift agreement between the TOWER OPERATOR and OWNERS dated June 13, 1996, which remains in full force and effect.

8. This Agreement shall be recorded in the Public Records of Palm Beach County, Florida.

WHEREFORE, the parties hereto have entered into this Agreement the year and date first stated above.

Signed, sealed and delivered
in the presence of:

WITNESSES:

Brian Pittman
Signature
Brian Pittman
Print Name

Nery Diaz
Signature
Nery Diaz
Print Name

TOWER OPERATOR:

SPRINT SPECTRUM, L.P., a Delaware limited
partnership

By: Minkun Little
Print Name: MINKUN Little
Title: Facility Director
Address: 861 S.W. 78th Avenue
Building B - 2nd Floor
Plantation, FL 33324

WITNESS:

LaChandra Dukes
Signature
LaChandra Dukes
Print Name

Marilyn J. Irish
Signature
MARILYN J. IRISH
Print Name

OWNER

THE SCHOOL DISTRICT OF PALM BEACH
COUNTY:

By: Roy K. Childers
Print Name: Roy K. Childers
Title: Assistant Superintendent
Address: 3320 Forest Hill Blvd. Ste. 331-C
West Palm Beach, FL 33416

REVIEWED AND APPROVED

BY ATTORNEY

[Signature]

EXHIBIT "A"

LEGAL DESCRIPTION

All that part of the South one-half (S-1/2) of the Northeast one-quarter (NE-1/4) of the Southwest one-quarter (SW-1/4); and the North one-half (N-1/2) of the North one-half (N-1/2) of the Southeast one-quarter (SE-1/4) of the Southwest one-quarter (SW-1/4), which lies West of a line parallel with and 50 feet distant Westerly from the center line of the main track of the Florida East Coast Railroad; also the Southeast one-quarter (SE-1/4) of the Northwest one-quarter (NW-1/4) of the Southwest one-quarter (SW-1/4); and the North one-half (N-1/2) of the Northeast one-quarter (NE-1/4) of the Southwest one-quarter (SW-1/4) of the Southwest one-quarter (SW-1/4), less Right-of-Way for Seacrest Boulevard; all in Section 4, Township 46 South, Range 43 East, Palm Beach County, Florida.

LESS AND EXCEPT THEREFROM the following described parcel of land:

That portion of the Southeast one-quarter (SE-1/4) of the Northwest one-quarter (NW-1/4) of the Southwest one-quarter (SW-1/4) of Section 4, Township 46 South, Range 43 East, Palm Beach County, Florida; being more particularly described as follows:

The South 341.26 feet of the North 391.26 feet of the East 345.00 feet of the West 385.00 feet of the Southeast one-quarter (SE-1/4) of the Northwest one-quarter (NW-1/4) of the Southwest one-quarter (SW-1/4) of said Section 4, Township 46 South, Range 43 East. (As described in that Deed recorded in Official Records Book 2979, Page 579, of the Public Records of Palm Beach County, Florida.)

FURTHER LESS AND EXCEPT THEREFROM the following described parcel of land:

The West 40 feet of the North one-half (N-1/2) of the Northeast one-quarter (NE-1/4) of the Southwest one-quarter (SW-1/4) of the Southwest one-quarter (SW-1/4); and that part of subject lands lying within the West 40 feet of the Southeast one-quarter of the Northwest one-quarter (NW-1/4) of the Southwest one-quarter (SW-1/4) of Section 4, Township 46 South, Range 43 East. (As described in that Right-of-Way Deed recorded in Deed Book 899, Page 135, of the Public Records of Palm Beach County, Florida.)

ALL OF SAID LANDS SITUATE. LYING AND BEING IN PALM BEACH COUNTY, FLORIDA.