
**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Appeal of the Board of Adjustment's decision to approve a communication tower

DEPARTMENT: Planning and Development **DIVISION:** Planning

AUTHORIZED BY: Dori DeBord **CONTACT:** Kathy Fall **EXT:** 7389

MOTION/RECOMMENDATION:

1. Uphold the Board of Adjustment decision to approve a special exception for a 130 foot communication tower in PUD (Planned Unit Development); or
2. Reverse the Board of Adjustment decision to approve a special exception for a 130 foot communication tower in PUD (Planned Unit Development); or
3. Continue the request to a time and date certain.

District 1 Bob Dallari

Kathy Fall

BACKGROUND:

On December 11th, the Board of County Commissioners (BCC) appealed the decision of the Board of Adjustment to approve a communication tower pursuant to Seminole County Land Development Code Sec. 1.12(b).

The request is to construct a 130 feet communication tower that is flagpole in design. The applicant proposes to co-locate five (5) carriers onto the tower. The subject property is located in the Carillon PUD. It is Parcel 202, which permits C-1 (Retail Commercial) district uses. The property was previously used as a Winn-Dixie grocery store, however the store is closed and the building is vacant. The area proposed for the communication tower is on the southeast side of the Parcel 202, adjacent to a large conservation area. There is currently an application under review for a student housing development on the property.

At the Board of Adjustment hearing on December 3, 2007, there was discussion concerning possible interference with our Public Safety communications and the applicant agreed to conditions of the approval that would ensure no potential impacts. The Board of Adjustment approved the request based upon the following conditions:

- a. IM study will be conducted by each subscriber and a test will be conducted prior to commercial use. The IM analysis shall address potential impacts on public safety communications facilities in the immediate area of proposed tower as well as the impact of collocation on the tower itself. If the IM study indicates significant potential for interference, the collocation shall not be permitted. If there are any unresolved problems after commencement of service, TBCOM will immediately remove the offending subscriber from service.

b. The flagpole will be lighted and a serviceable 20' x 30' American flag will be flown at all times.

c. Copies of the IM studies including any analysis and findings will be made available to the County's Telecommunications Manager for review and comment. The IM engineering, analysis and the County's Telecommunications Manager's review and comment shall be completed within 60 days.

Video of the Board of Adjustment hearing from December 3, 2007 may be viewed at the following link: <http://www.seminolecountyfl.gov/pd/planning/boa.asp>, slide time cursor at 2:53:30 into the meeting.

ATTACHMENTS:

1. Special Exception Application
2. BOA Meeting Minutes
3. Maps and Aerials
4. Proposed Site Plan
5. Proposed Site Plan
6. Proposed Site Plan
7. Proposed Site Plan
8. Proposed Site Plan
9. Proposed Site Plan
10. BOA Decisions on Appeal
11. Board of Adjustment Staff Report

Additionally Reviewed By:

County Attorney Review (Kathleen Furey-Tran)

Fee: \$370.00

Application # BS2007-20
Meeting Date 12-3-07



SPECIAL EXCEPTION APPLICATION
SEMINOLE COUNTY PLANNING DIVISION
1101 East First Street Sanford FL 32771 (407) 665-7444

PROPERTY OWNER / APPLICANT (If you are not the owner please provide a letter of authorization from the owner)

Name: TBCOM PROPERTIES, LLC
Address: 1133 LOUISIANA AVE Ste 114 City: Winter Park Zip code: 32789
Project Address: 1680 McCulloch RD City: OVIEDO Zip code: 32765
Phone number(s): _____
Email address: TOSHUGHNESSY@COMSO.EAST.COM

What is this request for?

- Church
- Daycare
- School
- Group Home
- Assisted Living Facility (ALF)
- Kennel
- Riding Stable
- Alcoholic Beverage Establishment
- Communication Tower
- Other: _____

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Is the property available for inspection without an appointment? Yes No

What is the current use of the property? C-1 RETAIL

NO APPLICATION WILL BE ACCEPTED AND/OR SCHEDULED unless the required pre-application conference has been held and all of the required information in the Special Exception application and submittal checklist is provided to the Planning Division.

Signed: [Signature]

FOR OFFICE USE ONLY

Date Submitted: <u>9-20-07</u>	Reviewed By: <u>P. Johnson</u>
Tax parcel number: <u>35-21-31-512-0000-0020</u>	Zoning/FLU <u>PUD/PD</u>
<input type="checkbox"/> Legally created parcel (1971 tax roll, 5-acre dev, lot split)	<input type="checkbox"/> Platted Lot (check easements on lots / in dedication)
<input type="checkbox"/> Lot size _____	<input type="checkbox"/> Meets minimum size and width
<input type="checkbox"/> Past approval # _____	<input type="checkbox"/> Application and checklist complete
Notes: _____	

SPECIAL EXCEPTION SUBMITTAL CHECKLIST

<p>A Special Exception is approved to a <u>detailed conceptual</u> site plan. Following approval of the Special Exception by the Board of Adjustment a final engineered site plan is required to be submitted to Development Review. View Site Plan Review information.</p>	
✓	1. Completed application.
✓	2. Provide a statement of the request including a summary of the business operation. Include information such as: square footage of facilities; hours of operation; seating capacity; number of clients, or students; number of staff and how many shifts; and address any other site concerns that may impact adjacent properties.
✓	3. Owner's authorization letter (if needed). This form can be obtained online.
✓	4. A Special Exception is approved to a detailed conceptual site plan and should include, at minimum, the following information:
✓	○ Size and dimensions of the parcel
✓	○ Location of wetland and/or flood plain line, if applicable
✓	○ Location and names of all abutting streets
✓	○ Location of driveways
✓	○ Identification of available utilities <i>(ex: water, sewer, well or septic)</i>
✓	○ Location, size and type of any septic systems, drainfield and wells
✓	○ Location of all easements
✓	○ Existing and/or proposed buildings, structures and improvements <i>(Label existing, label proposed, and include square footage and dimension of each)</i>
✓	○ Building height
✓	○ Setbacks from each building to the property lines
✓	○ Proposed fences
✓	○ Location and size of buffers: show existing and proposed landscaping, fences and walls
✓	○ Location, number and size of existing and proposed parking spaces
✓	○ Location of existing and proposed outdoor lighting
✓	○ Location of existing and proposed signage
✓	○ Location of fire lanes
✓	5. Provide an 8 ½ x 11 reduction of the site plan.

TBCOM

TBCOM Properties, LLC

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1133 Louisiana Avenue • Suite 114 • Winter Park, FL 32789 • (407) 622-1077 Office • (407) 622-2181 Fax

Seminole County Planning Division
Planning Manager
1101 East First Street
Sanford, Florida 32771

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The submission is for a special exception and for the Board Of Adjustments to approve a 130 ft camouflage Flagpole to be located at 1680 McCulloch Rd. Oviedo, Florida. The Camouflage Flagpole would be placed in a C-1 RETAIL COMMERCIAL DISTRICT.

The Pole sits at the entrance of the C-1 property and lies next to conservation area to the East. By placing the Flagpole at the entrance of the property the Flagpole stays in character with the general area and appears natural to the C-1 property. The Flagpole will not have a negative impact on the general area. The Flagpole meets the required set backs of 300% Ht of tower to nearest residential line and the property itself is heavily covered with a conservation easement which screens the Flagpole to all surrounding residential property. The conservation landscaping creates a natural buffer, which provides a shield from all residential areas.

The closes residential property from the Flagpole is 660 ft to the East and 920 ft to the North East. ***See Arial overall site Plan***

How we came to this location and what other options were explored.

In 2001 a represented a carrier to find a location to cover the Carillon PD, McCulloch Rd and Old Lockwood Road. My search ring was about a ½ mile radius. After determining that no towers were available in the ½ mile we then went out a mile radius to find a tower. We then determine that there were no towers within that mile radius. We then had to look at other options.

We first went down the path with Progress Energy to use the sub-station located on McCulloch Rd. located on UCF property. The reason we could not finalize this deal is because UCF controlled the ground rights and would not give Progress energy permission for Progress to build a communication tower. We then moved over to the Orange/Seminole County Fire Department to see if we could build a tower on the property. We again ran into the problem of UCF controlling the ground (land). Again UCF denied us using the property. We then approached FP&L about going on the power lines running across McCulloch Rd and the back side of Carillon PD. FP&L said they would not lease space on a main transport line. The only two properties that meet Seminole County set backs are the Church University Carrillon and the Win Dixie property. We approached the Church and work with them for a few months and in the end they had no interest. We approached the Win Dixie folks and they turned us down.

TBCOM

TBCOM Properties, LLC

1133 Louisiana Avenue • Suite 114 • Winter Park, FL 32789 • (407) 622-1077 Office • (407) 622-2181 Fax

We also went back to UCF to see if they would allow us to build a tower on there property and they turned us down.

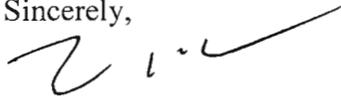
During this time all the carriers were looking to find a location. We began working together to solve the problem. In the end no one could find a location. My firm continued to go back to the same folks over and over to come up with a solution. Around 2005-2006 Win Dixie sold it's property to AHG. Group. My firm approached the AHG Group about doing a Flag Pole on the property. The AHG Group had no problem with it and entered into a 25 year lease. I then contacted all the carriers who were out looking for a location. 5 carriers then sent me back a letter of interest.

The Need:

I've supplied letters from five wireless communication companies for this Flagpole. All the carriers have had problems covering the residential community and traffic patterns in the area for years. **I've supplied propagation maps for lack of coverage and letters stating the problems.** The letters also state that the need for this Flagpole and the benefits the Flagpole will provide. One carrier, T-Mobile actually tried using three power poles to supply its service and found that T-Mobile experiences high drop calls in the area. **(See Average Daily Dropped Call Footprint).** The power poles were of no help. The other carriers will not use power poles because the poles provide no improvement and will find out like T-Mobile did that the power poles are a waste of millions of dollars. Sprint believes it network is substandard and this Flagpole would increase its network by over 30%. * See Sprint letter*

We believe I have shown the problem and a solution with out impacting the surrounding area. We believe a Flag Pole would fit in well with the Character of the C-1 property.

Sincerely,



Tim O'Shaughnessy



Office of Vice President

October 18, 2006

TBCOM Properties, LLC
Tim O'Shaughnessy
1133 Louisiana Ave Ste 114
Winter Park, Florida 32789

Mr. O'Shaughnessy,

At this time the University of Central Florida has no interest in putting a communication tower on the North East side of its campus property.

Sincerely,

A handwritten signature in cursive script that reads 'William F. Merck II'.

William F. Merck II
Vice President



September 11, 2007

Site ID#/Name: TB172/UCF

To Whom It May Concern:

Jeppesen conducted an aeronautical study on September 11, 2007 for TBCOM Properties LLC. The study was to determine a proposed structure's effect, if any, on navigable airspace. Jeppesen's ASAC study was conducted in accordance with Part 77 of the Federal Aviation Regulations, FAR (14 C.F.R. Subchapter E, Part 77) and Part 17 of the Federal Communications Commission, FCC Rules and Regulations (47 C.F.R. Part 17). The proposed construction site is located in Orlando, FL. The NAD 83 site coordinates are Latitude 28° 36' 47.20" North, Longitude 081° 11' 25.87" West. The site has a surface elevation of 48 feet above mean sea level (AMSL). The structure has a proposed height of 150 feet above ground level (AGL), which includes the additional height of any antennas, etc. This gives an overall structure height above mean sea level of 198 feet AMSL.

The site is located 48,175 feet or 7.93 nautical miles on a True Bearing of 061.21 degrees from the approach end of Runway 25 at Executive Airport, the nearest landing surface for regulatory compliance purposes. The surface elevation at this point is 110 feet AMSL. The site is located 51,909 feet or 8.54 nautical miles on a True Bearing of 061.68 degrees from the airport reference point (ARP) of this public use, instrumented airport.

FAR Part 77 prescribes various airspace surfaces and slopes established at and around airports. Part 77.13 prescribes slopes and surfaces, which if exceeded, require the sponsor of the structure to provide the Federal Aviation Administration with Notice of Proposed Construction. FCC Rules Part 17 also specifies this requirement. Additionally, Part 77 Subpart C prescribes various airspace surfaces and slopes, which if any are exceeded, require the FAA to provide public notice inviting comments prior to issuing a determination. Subpart C also prescribes surfaces and slopes, which if exceeded, will identify the proposed structure as a Hazard to navigable airspace.

TBC 54426-07A

Page 1

5155 Clipper Drive, Atlanta, Georgia 30349
678.924.8000 Fax 678.924.8006 www.asacinc.com

Jeppesen has determined that a proposed structure height of 150 feet AGL (198 feet AMSL) at this site would not exceed any FAR Part 77 or FCC Part 17 notice requirement surface. Therefore, FAA Notice of Proposed Construction or Alteration is not required for this proposed structure.

Should Notice of Proposed Construction or Alteration be filed with the FAA, Jeppesen is confident the proposed 150 feet AGL (198 feet AMSL) structure would be approved at this site upon completion of the FAA's aeronautical study.

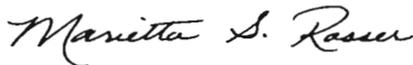
Pursuant to Federal Aviation Regulations and FAA Policy, proposed Construction or Alteration that does not require notice to the FAA normally does not require obstruction marking and/or lighting.

The maximum structure height at this site that will not require Notice to the FAA is 200 feet AGL (248 feet AMSL). Exceeding this height requires that a Notice of Proposed Construction or Alteration form be filed and that FAA approval be obtained prior to beginning construction.

This letter and the opinions expressed herein are intended for the exclusive use of TBCOM Properties LLC in making appropriate regulatory filings and may not be reproduced by other parties in any form or manner.

Should you have any questions regarding this letter or the study conducted by Jeppesen, please feel free to contact us anytime at (678) 924-8088.

Sincerely,



Marietta S. Rosser
Sr. Airspace Technician

Notice of Proposed Construction or Alteration (7460-1)

Project Name: TBCOM-000077007-07	Sponsor: TBCOM Properties, LLC-TO
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Details for Case : TB172 (54426)

Show Project Summary

Case Status	
ASN: 2007-ASO-5007-OE	Date Accepted: 09/11/2007
Status: Accepted	Date Determined:
	Letters: None
Construction / Alteration Information	
Notice Of: Construction	Structure Summary
Duration: Permanent	Structure Type: Antenna Tower
<i>if Temporary :</i> Months: Days:	Structure Name: TB172 (54426)
Work Schedule - Start:	FCC Number:
Work Schedule - End:	Prior ASN:
State Filing:	
Structure Details	
Latitude: 28° 36' 47.2" N	Common Frequency Bands
Longitude: 81° 11' 25.87" W	Low Freq High Freq Freq Unit ERP ERP Unit
Horizontal Datum: NAD83	806 824 MHz 500 W
Site Elevation (SE): 48 (nearest foot)	824 849 MHz 500 W
Structure Height (AGL): 150 (nearest foot)	851 866 MHz 500 W
Marking/Lighting: None	869 894 MHz 500 W
<i>Other :</i>	896 901 MHz 500 W
Nearest City: Orlando	901 902 MHz 7 W
Nearest State: Florida	930 931 MHz 3500 W
Traverseway: No Traverseway	931 932 MHz 3500 W
Description of Location: The site is locatd 51,909' or 8.54 NM on a True Bearing of 061.68 degrees from the ARP of Executive Airport.	932 932.5 MHz 17 dBW
Description of Proposal:	935 940 MHz 1000 W
	940 941 MHz 3500 W
	1850 1910 MHz 1640 W
	1930 1990 MHz 1640 W
	2305 2310 MHz 2000 W
	2345 2360 MHz 2000 W
	Specific Frequencies

SITE LEASE AGREEMENT

This Site Lease Agreement ("Agreement") is entered into this 5 day of JUNE, 2006, between AHG Group, LLC, a Florida limited liability company ("Lessor") and TBCOM Properties, LLC, a Florida limited liability company ("Lessee").

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

- 1. Premises and Use.** Lessor is the owner of a parcel of land (the "Land") located at 1680 McCulloch Road in the County of Seminole, State of Florida, parcel ID: 35-21-31-512-0000-0020. The Land is more particularly described in Exhibit A annexed hereto. Lessor leases to Lessee and Lessee leases from Lessor, land consisting of approximately 6,400 square feet in the location ("Site") shown on Exhibit B, together with a non-exclusive easement for reasonable access and utilities. The Site will be used by Lessee for the purpose of installing, removing, replacing, modifying, maintaining and operating, at its expense, a personal communications service ("PCS") system facility, including, without limitation, antenna equipment, cable wiring, back-up power sources (including generators and fuel storage tanks), related fixtures and one flagpole antenna structure. Said PCS system facility to be substantially similar to the structure shown on Exhibit B. Lessee will use the Site in a manner which will not unreasonably disturb the occupancy of Lessor's other tenants. Lessee will have access to the Site 24 hours per day, 7 days per week.
- 2. Term.** The term of this Agreement (the "Initial Term") is 5 years, commencing on the date ("Commencement Date") both Lessee and Lessor have executed this Agreement. This Agreement will be automatically renewed for 4 additional terms (each a "Renewal Term") of 5 years each, unless Lessee provides Lessor notice of intention not to renew, not less than 90 days prior to the expiration of the Initial Term or any Renewal Term.
- 3. Rent.** Rent will be paid in equal monthly installments of \$ [REDACTED] (until increased as set forth herein), commencing upon the 1st day of the month immediately following the start of construction by Lessee. Rent for each Renewal Term will be the rent in effect for the Initial Term or prior Renewal Term, as the case may be, increased by [REDACTED].
- 4. Title and Quiet Possession.** Lessor represents and agrees (a) that it is the Owner of the Site; (b) that it has the right to enter into this Agreement; (c) that the person signing this Agreement has the authority to sign; (d) that Lessee is entitled to access to the Site at all times and to the quiet possession of the Site throughout the Initial Term and each Renewal Term so long as Lessee is not in default beyond the expiration of any cure period; and (e) that Lessor shall not have unsupervised access to the Site or to the PCS equipment.
- 5. Assignment/Subletting.** Lessee shall have the right to sublease or assign its rights under this Agreement without notice to or consent of Lessor, subject to assignee assuming all of Lessee's obligations herein.
- 6. Notices.** All notices must be in writing and are effective only when deposited in the U.S. mail, certified and postage prepaid, or when sent via overnight delivery. Notices to Lessee are to be sent to: TBCOM Properties, LLC, 1133 Louisiana Avenue, #114, Winter Park, FL 32789. Notices to Lessor must be sent to the address shown underneath Lessor's signature.
- 7. Improvements.** Lessee may, at its expense, make such improvements on the Site, as it deems necessary from time to time for the operation of the PCS system. Lessor agrees to cooperate with Lessee with respect to obtaining any required zoning approvals for the Site and such improvements. Upon termination or expiration of this Agreement, Lessee will remove its equipment and improvements and will restore the Site to substantially the condition existing on the Commencement Date, except for ordinary wear and tear and casualty loss.
- 8. Compliance with Laws.** Lessor represents that Lessor's Land (including the Site), and all improvements located thereon, are in substantial compliance with building, life/safety, disability and other laws, codes and regulations of applicable governmental authorities. Lessee will substantially comply with all applicable laws relating to its possession and use of the Site.
- 9. Interference.** Lessee will resolve technical interference problems with other equipment located at the Site on the Commencement Date or any equipment that becomes attached to the Site at any future date when Lessee desires to add additional equipment to the Site. Likewise, Lessor will not permit or suffer the installation of any future equipment which (a) results in technical interference problems with Lessee's then existing equipment or (b) encroaches onto the Site.

10. Utilities. Lessee will pay for all utilities used by it at the Site. Lessor will cooperate with Lessee in Lessee's efforts to obtain utilities from any location provided by Lessor or the servicing utility, including signing any easement or other instrument reasonably required by the utility company.

11. Termination. Lessee may terminate this Agreement at any time by notice to Lessor without further liability if Lessee does not obtain all permits or other approvals (collectively, "approval") required from any governmental authority or any easements required from any third party to operate the PCS system, or if any such approval is canceled, expires or is withdrawn or terminated, or if Lessor fails to have proper ownership of the Site or authority to enter into this Agreement, or if Lessee, for any other reason, in its sole discretion, determines that it will be unable to use the Site. Upon termination, all prepaid rent will be retained by Lessor, unless such termination is due to Lessor's failure of proper ownership or authority, or such termination is a result of Lessor's default.

12. Default. If either party is in default under this Agreement for a period of (a) 15 days following receipt of notice from the non-defaulting party with respect to a default which may be cured solely by the payment of money, or (b) 30 days following receipt of notice from the non-defaulting party with respect to a default which may not be cured solely by the payment of money, then, in either event, the non-defaulting party may pursue any remedies available to it against the defaulting party under applicable law, including, but not limited to, the right to terminate this Agreement. If the non-monetary default may not reasonably be cured within a 30-day period, this Agreement may not be terminated if the defaulting party commences action to cure the default within such 30-day period and proceeds with due diligence to fully cure the default.

13. Indemnity. Lessor and Lessee each indemnifies the other against and holds the other harmless from any and all costs (including reasonable attorneys' fees) and claims of liability or loss which arise out of the ownership, use and/or occupancy of the Site by the indemnifying party. This indemnity does not apply to any claims arising from the sole negligence or intentional misconduct of the indemnified party. The indemnity obligations under this Paragraph will survive termination of this Agreement.

14. Hazardous Substances. Lessor represents that it has no knowledge of any substance, chemical or waste (collectively, "substance") on the Site that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Lessee will not introduce or use any such substance on the Site in violation of any applicable law.

15. Subordination and Non-Disturbance. This Agreement is subordinate to any mortgage or deed of trust now of record against the Site. However, promptly after the Agreement is fully executed, Lessor will use diligent efforts to obtain a non-disturbance agreement reasonably acceptable to Lessee from the holder of any such mortgage or deed of trust.

16. Taxes. Lessee will be responsible for payment of all personal property taxes assessed directly upon and arising solely from its use of the communications facility on the Site. Lessee will pay to Lessor any increase in real property taxes attributable solely to any improvements to the Site made by Lessee within 60 days after receipt of satisfactory documentation indicating calculation of Lessee share of such real estate taxes and payment of the real estate taxes by Lessor. Lessor will pay when due all other real estate taxes and assessments attributable to the Land, on which the Site is located.

17. Insurance. Lessee will procure and maintain commercial general liability insurance, with limits of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage liability, with a certificate of insurance to be furnished to Lessor within 30 days of written request. Such policy will provide that cancellation will not occur without at least 15 days prior written notice to Lessor. Each party hereby waives its right of recovery against the other for any loss or damage covered by any insurance policies maintained by the waiving party. Each party will cause each insurance policy obtained by it to provide that the insurance company waives all rights of recovery against the other party in connection with any damage covered by such policy.

18. Maintenance. Lessee will be responsible for repairing and maintaining the PCS system and any other improvements installed by Lessee at the Site in a proper operating and reasonably safe condition; provided, however if any such repair or maintenance is required due to the acts of Lessor, its agents or employees, Lessor shall reimburse Lessee for the reasonable costs incurred by Lessee to restore the damaged areas to the condition which existed immediately prior thereto. Lessor will maintain and repair all other portions of the Land, on which the Site is located, in a proper operating and reasonably safe condition.

19. Miscellaneous. (a) This Agreement applies to and binds the heirs, successors, executors, administrators and assigns of the parties to this Agreement; (b) this Agreement is governed by the laws of the state in which the Site is located; (c) If requested by Lessee, Lessor agrees promptly to execute and deliver to Lessee a recordable Memorandum of this Agreement in the form of Exhibit C; (d) this Agreement (including the Exhibits) constitutes

Site #/Name: TB172-UCF North

the entire agreement between the parties and supersedes all prior written and verbal agreements, representations, promises or understandings between the parties. Any amendments to this Agreement must be in writing and executed by both parties; (e) if any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, will not be affected and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law; and (f) the prevailing party in any action or proceeding in court or mutually agreed upon arbitration proceeding to enforce the terms of this Agreement is entitled to receive its reasonable attorneys' fees and other reasonable enforcement costs and expenses from the non-prevailing party.

20. Non-Binding Until Fully Executed. This Agreement is for discussion purposes only and does not constitute a formal offer by either party. This Agreement is not and shall not be binding on either party until and unless it is fully executed by both parties.

The following Exhibits are attached to and made a part of this Agreement: **Exhibits A, B and C.**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date below.

Lessor:

AHG Group, LLC, a Florida limited liability company

By: *Gene Harris*
Name: ~~Alan H. Ginsburg~~ Gene Harris
Title: Manager
Address: 875 Concourse Parkway South, Maitland, FL 32751

Date: 6/5/06

Witness: *Carol Hensal*
Print Name: CAROL HENSAL

Witness: *Viorela Chin*
Print Name: VIORELA CHIN

Lessee:

TBCOM Properties, LLC, a Florida limited liability company

By: *Timothy O'Shaughnessy*
Name: Timothy O'Shaughnessy
Title: Manager
Address: 1133 Louisiana Avenue, #114, Winter Park, FL 32789

Date: 6/5/06

Witness: *James O'Shaughnessy*
Print Name: James O'Shaughnessy

Witness: *Cynthia Dennis*
Print Name: Cynthia Dennis

Handwritten initials

Site #/Name: TBI72-UCF North

EXHIBIT A

Description of Land

Site situated in the County of Seminole, State of Florida, commonly described as follows:

LOT 2, CARILLON -- PARCEL 202, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 53, PAGES 27 AND 28 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Note: Lessee will replace this Exhibit with an exhibit setting forth the legal description, mutually agreeable to the parties of the Land on which the Site is located prior to any use of the site.

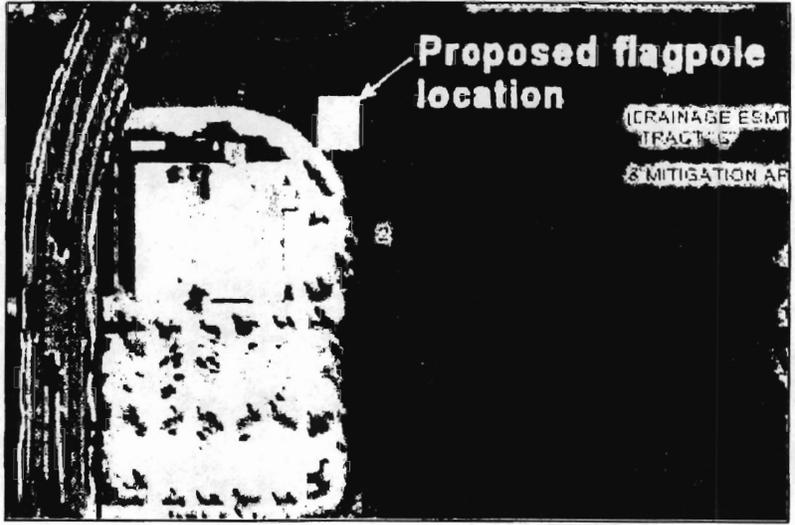
E. W.

Site #/Name: TB172-UCF North

EXHIBIT B

Description of Site

Site situated in the County of Seminole, State of Florida, commonly described as follows:



(2)

Site #/Name: TB172-UCF North

EXHIBIT C

Memorandum of Site Lease Agreement

Upon recording, return to:
TBCOM Properties, LLC
1133 Louisiana Avenue, #114
Winter Park, FL 32789

MEMORANDUM OF SITE LEASE AGREEMENT

This Memorandum of Site Lease Agreement ("Memorandum") is entered into between AHG Group, LLC, a Florida limited liability company ("Lessor") and TBCOM Properties, LLC, a Florida limited liability company ("Lessee"). Lessor and Lessee entered into a Site Lease Agreement ("Agreement") on _____, 2006, for the purpose of installing, operating and maintaining a personal communications service system facility and other improvements. All of the foregoing are set forth in the Agreement.

Such Agreement provides in part that Lessor is the owner of a parcel of land ("the Land") located in the County of Seminole, State of Florida, which is described in **Exhibit A** attached hereto, and Lessor leases to Lessee a certain site with grant of easement for access and utilities (the "Site"), located within the Land, which is shown on **Exhibit B** attached hereto. The term of the Agreement is for 5 years commencing on _____, 2006, which term is subject to 1 additional 5 year extension periods by Lessee.

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the last date set forth below.

Lessor:

AHG Group, LLC, a Florida limited liability company

By: _____
Name: Alan H. Ginsburg
Title: Manager
Address: 875 Concourse Parkway South, Maitland, FL 32751

Date: _____

Witness: _____

Print Name: _____

Witness: _____

Print Name: _____

Lessee:

TBCOM Properties, LLC, a Florida limited liability company

By: _____
Name: Timothy O'Shaughnessy
Title: Manager
Address: 1133 Louisiana Avenue, #114, Winter Park, FL 32789

Date: _____

Witness: _____

Print Name: _____

Witness: _____

Print Name: _____

Attach Exhibit A - Description of Land & Exhibit B - Description of Site

Site #/Name: TB172-UCF North

Upon recording, return to:
TBCOM Properties, LLC
1133 Louisiana Avenue, #114
Winter Park, FL 32789

MEMORANDUM OF SITE LEASE AGREEMENT

This Memorandum of Site Lease Agreement ("Memorandum") is entered into between AHG Group, LLC, a Florida limited liability company ("Lessor") and TBCOM Properties, LLC, a Florida limited liability company ("Lessee"). Lessor and Lessee entered into a Site Lease Agreement ("Agreement") on _____, 2006, for the purpose of installing, operating and maintaining a personal communications service system facility and other improvements. All of the foregoing are set forth in the Agreement.

Such Agreement provides in part that Lessor is the owner of a parcel of land ("the Land") located in the County of Seminole, State of Florida, which is described in **Exhibit A** attached hereto, and Lessor leases to Lessee a certain site with grant of easement for access and utilities (the "Site"), located within the Land, which is shown on **Exhibit B** attached hereto. The term of the Agreement is for 5 years commencing on _____, 2006, which term is subject to 4 additional 5 year extension periods by Lessee.

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the last date set forth below.

Lessor:

AHG Group, LLC, a Florida limited liability company
By: *Alan H. Ginsburg*
Name: ~~Alan H. Ginsburg~~ CAROL HARRIS
Title: Manager
Address: 875 Concourse Parkway South, Maitland, FL 32751

Date: 6/5/06

Witness: *Carol Hensal*
Print Name: CAROL HENSAL

Witness: *Viorela Chim*
Print Name: VIORELA CHIM

Lessee:

TBCOM Properties, LLC, a Florida limited liability company
By: *Timothy O'Shaughnessy*
Name: Timothy O'Shaughnessy
Title: Manager
Address: 1133 Louisiana Avenue, #114, Winter Park, FL 32789

Date: 6/5/06

Witness: *James O'Shaughnessy*
Print Name: James O'Shaughnessy

Witness: *Cynthia Dennis*
Print Name: Cynthia Dennis

Attach Exhibit A - Description of Land & Exhibit B - Description of Site

Qw

Site #/Name: TBI72-UCF North

LESSOR NOTARY BLOCK:

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2006, by Alan H. Ginsburg, as Manager of AHG Group, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me.

(AFFIX NOTARIAL SEAL)

(OFFICIAL NOTARY SIGNATURE)
NOTARY PUBLIC – STATE OF FLORIDA

MY COMMISSION EXPIRES:

(PRINTED, TYPED OR STAMPED NAME OF NOTARY)

LESSEE NOTARY BLOCK:

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2006, by Timothy O'Shaughnessy, as Manager of TBCOM Properties, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me.

(AFFIX NOTARIAL SEAL)

(OFFICIAL NOTARY SIGNATURE)
NOTARY PUBLIC – STATE OF FLORIDA

MY COMMISSION EXPIRES:

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Dw

Site #/Name: TBI72-UCF North

EXHIBIT A

Description of Land

Site situated in the County of Seminole, State of Florida, commonly described as follows:

LOT 2, CARILLON – PARCEL 202, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 53, PAGES 27 AND 28 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Note: Lessee will replace this Exhibit with an exhibit setting forth the legal description, mutually agreeable to the parties, of the Land on which the Site is located prior to any use of the Site.

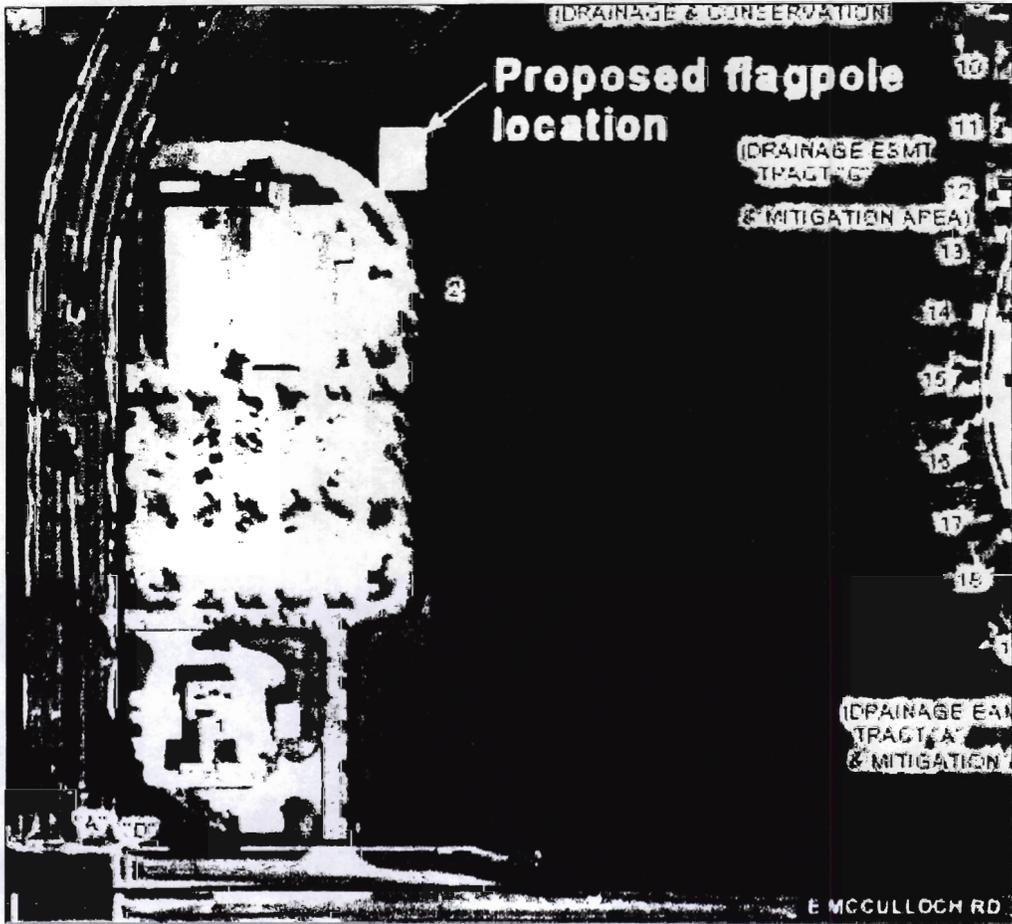
① ✓

Site #/Name: TB172-UCF North

EXHIBIT B

Description of Site

Site situated in the County of Seminole, State of Florida, commonly described as follows:



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Handwritten signature or initials.



FCC Home | Search | Updates | E-Filing | Initiatives | For Consumers | Find People



Antenna Structure Registration

FCC > WTB > ASR > Online Systems > ASR Search

[FCG Site Map](#)

ASR Registration Search

Registration Search Results

[ADVANCED SEARCH](#) [HELP](#)

[New Search](#)
[Refine Search](#)
[Printable Page](#)
[Query](#)
[Download](#)
[Map Result\(s\)](#)

Displayed Results

Matches 1-6 (of 6)
1

PA = Pending Application(s)

Specified Search

Latitude='28-36-47 N', Longitude='81-11-25 W', Radius=3.2 Kilometers

Display: Expanded View **GO**

Registration	Owner and Contact	Structure Description
1 Registration: 1027522 File Number: A0032658 Status: Constructed FAA Study: 97-ASO-0965-OE	Owner: FLORIDA, STATE OF (850)922-7509 Contact:	Structure Type: TOWER Elevation of Site (meters): 15.2 Overall Height Above Ground (AGL) (meters): 112.8 Overall Height Above Sea Level (meters): 128.0 Located in: OVEIDO, FL Lat/Long: 28-37-13.0N 081-13-12.0W FAA Chapters 4, 5, 6, 8, 13 Paint and Light in Accordance with FAA Circular Number 70/7460-1J
2 Registration: 1055040 File Number: A0064729 Status: Constructed FAA Study: N/A	Owner: FLORIDA POWER CORPORATION (407)475-2231 Contact:	Structure Type: POLE Elevation of Site (meters): 19.7 Overall Height Above Ground (AGL) (meters): 46.2 Overall Height Above Sea Level (meters): 65.8 Located in: OVIEDO, FL Lat/Long: 28-38-06.0N 081-12-12.0W Painting and Lighting Specifications: None
3 Registration: 1205212 File Number: A0375803 Status:	Owner: University of Central Florida (407)823-3689 Contact: Doerle, Bruce C (407)823-5767	Structure Type: TOWER Elevation of Site (meters): 21.9 Overall Height Above Ground (AGL) (meters): 145.4 Overall Height Above Sea Level (meters): 167.3 Located in: Orlando, FL Lat/Long: 28-35-27.9N 081-12-16.2W

[FCC](#) | [Wireless](#) | [ULS](#) | [CORES](#)

[Help](#) | [Tech Support](#)

Federal Communications Commission
445 12th Street SW
Washington, DC 20554

Phone: 1-877-480-3201
TTY: 1-717-338-2824
[Submit Help Request](#)

Constructed		FAA Chapters 4, 8, 12 Paint and Light in Accordance with FAA Circular Number 70/7460-1K
FAA Study: 01-ASO-3280-OE		
4 Registration: 1220324	Owner: VoiceStream Tampa/Orlando, Inc. (425)378-4000	Structure Type: TOWER Elevation of Site (meters): 14.3 Overall Height Above Ground (AGL) (meters): 61.0 Overall Height Above Sea Level (meters): 75.3
File Number: A0385367	Contact:	
Status: Cancelled		Located in: Oviedo, FL Lat/Long: 28-37-53.9N 081-09-55.0W
FAA Study: 00-ASO-7437-OE		Painting and Lighting Specifications: None
5 Registration: 1235090	Owner: T-Mobile South LLC (425)378-4000	Structure Type: TOWER Elevation of Site (meters): 21.3 Overall Height Above Ground (AGL) (meters): 38.1 Overall Height Above Sea Level (meters): 59.4
File Number: A0496195	Contact:	
Status: Granted		Located in: Oviedo, FL Lat/Long: 28-35-55.0N 081-11-50.7W
FAA Study: 02-ASO-3094-OE		Painting and Lighting Specifications: None
6 Registration: 1237829	Owner: Pinnacle Towers Acquisition LLC (724)416-2000	Structure Type: POLE Elevation of Site (meters): 16.1 Overall Height Above Ground (AGL) (meters): 57.9 Overall Height Above Sea Level (meters): 74.0
File Number: A0560731	Contact:	
Status: Constructed	Verre, Christine A (336)643-2524	Located in: Orlando, FL Lat/Long: 28-36-04.4N 081-13-07.9W
FAA Study: 2007-ASO-4191-OE		Painting and Lighting Specifications: None

Matches 1-6 (of 6)

1

ASR Help

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By Registration Number

SUBMIT

<p>PARCEL DETAIL</p> <p>DAVID JOHNSON, CFA, ASA</p> <p>PROPERTY APPRAISER</p> <p>SEMINOLE COUNTY FL</p> <p>1101 E. FIRST ST SANFORD, FL 32771-1468 407-665-7506</p>																																																							
<p align="center">GENERAL</p> <p>Parcel Id: 35-21-31-512-0000-0020</p> <p>Owner: AHG GROUP LLC</p> <p>Mailing Address: 1551 SANDSPUR RD</p> <p>City,State,ZipCode: MAITLAND FL 32751</p> <p>Property Address: 1680 MCCULLOCH RD</p> <p>Facility Name: WINN DIXIE CARILLON-LOCKWOOD RD</p> <p>Tax District: 01-COUNTY-TX DIST 1</p> <p>Exemptions:</p> <p>Dor: 16-RETAIL CENTER-ANCHOR</p>	<p>2007 WORKING VALUE SUMMARY</p> <p>Value Method: Income</p> <p>Number of Buildings: 1</p> <p>Depreciated Bldg Value: \$0</p> <p>Depreciated EXFT Value: \$0</p> <p>Land Value (Market): \$0</p> <p>Land Value Ag: \$0</p> <p>Just/Market Value: \$4,181,054 *</p> <p>Assessed Value (SOH): \$4,181,054 *</p> <p>Exempt Value: \$0</p> <p>Taxable Value: \$4,181,054</p> <p>Tax Estimator</p> <p>2007 Notice of Proposed Property Tax</p> <p>(* Income Approach used.)</p>																																																						
<p align="center">SALES</p> <table border="1"> <thead> <tr> <th>Deed</th> <th>Date</th> <th>Book Page</th> <th>Amount</th> <th>Vac/Imp</th> <th>Qualified</th> </tr> </thead> <tbody> <tr> <td>SPECIAL WARRANTY DEED</td> <td>02/2006</td> <td>06155 1167</td> <td>\$5,000,000</td> <td>Improved</td> <td>Yes</td> </tr> <tr> <td>SPECIAL WARRANTY DEED</td> <td>08/1999</td> <td>03717 1475</td> <td>\$2,273,200</td> <td>Vacant</td> <td>Yes</td> </tr> <tr> <td>SPECIAL WARRANTY DEED</td> <td>08/1998</td> <td>03480 0322</td> <td>\$1,328,200</td> <td>Vacant</td> <td>Yes</td> </tr> </tbody> </table> <p align="center">Find Sales within this DOR Code</p>	Deed	Date	Book Page	Amount	Vac/Imp	Qualified	SPECIAL WARRANTY DEED	02/2006	06155 1167	\$5,000,000	Improved	Yes	SPECIAL WARRANTY DEED	08/1999	03717 1475	\$2,273,200	Vacant	Yes	SPECIAL WARRANTY DEED	08/1998	03480 0322	\$1,328,200	Vacant	Yes	<p align="center">2006 VALUE SUMMARY</p> <p>2006 Tax Bill Amount: \$69,448</p> <p>2006 Taxable Value: \$4,309,492</p> <p>DOES NOT INCLUDE NON-AD VALOREM ASSESSMENTS</p>																														
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COMMERCIAL ASPHALT DR 2 IN	2000	157,601	\$118,319	\$143,417
COMMERCIAL CONCRETE DR 4 IN	2000	18,224	\$32,024	\$38,817
IRON FENCE	2000	595	\$2,454	\$2,975
BLOCK WALL	2000	2,380	\$5,891	\$7,140
POLE LIGHT STEEL 1 ARM	2000	9	\$8,676	\$8,676
POLE LIGHT STEEL 4 ARM	2000	15	\$84,495	\$84,495

NOTE: Assessed values shown are NOT certified values and therefore are subject to change before being finalized for ad valorem tax purposes.

*** If you recently purchased a homesteaded property your next year's property tax will be based on Just/Market value.

SEMINOLE COUNTY APPLICANT AUTHORIZATION FORM (ORIGINAL ONLY)

An authorized applicant is defined as:

- The property owner of record; or
- An agent of said property owner (power of attorney to represent and bind the property owner must be submitted with the application); or
- Contract purchaser (a copy of a fully executed sales contract must be submitted with the application containing a clause or clauses allowing an application to be filed).

I, AHG Group, LLC, the fee simple owner of the following
(Owner's Name)

described property (Provide Legal Description or Tax Parcel ID Number(s))
1680 McCulloch RD Winn Dixie Carillon - Lockwood RD
PARCEL I.D. # 35-21-31-512-0000-0020

hereby petition Seminole County to amend the Comprehensive Plan, Future Land Use Map, Official Zoning Map
(circle one or more) FROM A SPECIAL EXEMPTION FOR A and affirm that 120' High Pole

IBCOM Properties, LLC is hereby designated to act as my / our authorized agent and to file the Telecommunications Tower
attached application for the stated amendment and make binding statements and commitments regarding the amendment request.

by: AHG Group LLC

Owner's Signature

I certify that I have examined the application and that all statements and diagrams submitted are true and accurate to the best of my knowledge. Further, I understand that this application, attachments and fees become part of the Official Records of Seminole County, Florida and are not returnable.

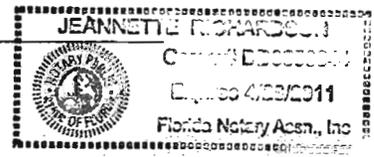
SWORN TO AND SUBSCRIBED before me this 19th day of Sept, 2007.

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared [Signature] who is personally known to me or who has produced _____ has identification and who executed the foregoing instrument and sworn an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 19th day of September, 2007.
[Signature]
Notary Public in and for the County and State
Aforementioned



My Commission Expires: _____



Notice of Proposed Construction or Alteration (7460-1)

Project Name: TBCOM-000077007-07	Sponsor: TBCOM Properties, LLC-TO
---	--

Details for Case : TB172 (54426)

Show Project Summary

Case Status	
ASN: 2007-ASO-5007-OE	Date Accepted: 09/11/2007
Status: Accepted	Date Determined:
	Letters: None
Construction / Alteration Information	
Notice Of: Construction	Structure Summary
Duration: Permanent	Structure Type: Antenna Tower
<i>if Temporary :</i> Months: Days:	Structure Name: TB172 (54426)
Work Schedule - Start:	FCC Number:
Work Schedule - End:	Prior ASN:
State Filing:	
Structure Details	
Latitude: 28° 36' 47.2" N	Common Frequency Bands
Longitude: 81° 11' 25.87" W	Low Freq High Freq Freq Unit ERP ERP Unit
Horizontal Datum: NAD83	806 824 MHz 500 W
Site Elevation (SE): 48 (nearest foot)	824 849 MHz 500 W
Structure Height (AGL): 150 (nearest foot)	851 866 MHz 500 W
Marking/Lighting: None	869 894 MHz 500 W
<i>Other :</i>	896 901 MHz 500 W
Nearest City: Orlando	901 902 MHz 7 W
Nearest State: Florida	930 931 MHz 3500 W
Traverseway: No Traverseway	931 932 MHz 3500 W
Description of Location: The site is located 51,909' or 8.54 NM on a True Bearing of 061.68 degrees from the ARP of Executive Airport.	932 932.5 MHz 17 dBW
Description of Proposal:	935 940 MHz 1000 W
	940 941 MHz 3500 W
	1850 1910 MHz 1640 W
	1930 1990 MHz 1640 W
	2305 2310 MHz 2000 W
	2345 2360 MHz 2000 W
	Specific Frequencies

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PARCEL I D # 35-21-31-512-0000-0020

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(circle one or more) from FOR A SPECIAL EXEMPTION FOR A 120' ~~Home~~ Flagpole and affirm that

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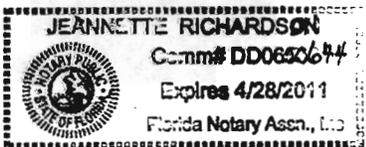
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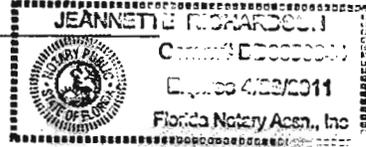
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared [Signature], who is personally known to me or who has produced [Signature] has identification and who executed the foregoing instrument and sworn an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 19th day of September, 2007.

[Signature]
Notary Public in and for the County and State
Aforementioned



My Commission Expires: _____



Notice of Proposed Construction or Alteration (7460-1)

Project Name: TBCOM-000077007-07	Sponsor: TBCOM Properties, LLC-TO
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Details for Case : TB172 (54426)

Show Project Summary

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Status: Accepted	Date Determined:
	Letters: None
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**MINUTES FOR THE SEMINOLE COUNTY BOARD OF
ADJUSTMENT DECEMBER 3, 2007 MEETING
ITEM# 23**

1680 McCulloch Road – TBCOM Properties, applicant; Request for a special exception for a 130 foot communication tower in PUD (Planned Unit Development); Located on the north side of McCulloch Road approximately 330 feet east of Lockwood Boulevard; (BS2007-20). (District 1)
Kathy Fall, Principal Planner

Kathy Fall introduced the location of the property and stated that the applicant proposed to construct a 130 foot communication tower that would be flagpole in design. She further stated the subject property was located in the Carillon Planned Unit Development it is parcel 202, which permits C-1 (Retail Commercial) district uses. She then stated that the property was previously used as a Winn-Dixie grocery store, however the store is closed and the building is vacant. She also stated that the area proposed for the communication tower was located on the southeast side of parcel 202, adjacent to a large conservation area. She further stated that the request was reviewed by Seminole County's Business Innovation and Technology Services Department Operation's Division and their analysis of the proposed communication tower found that the proposed proximity to Seminole County Fire Station 65, output power, lack of IM studies and proposed radio spectrum that would be used to propagate radio signals from the communication tower appears it would severely affect First Responder radio communications for Seminole County Government and recommendation for erection of this tower should not be granted. She lastly stated that based upon the stated findings, staff recommended the Board of Adjustment deny the request for a 130 foot communication tower.

Mary Solik stated that she was Counsel for TBCOM Properties. She then stated that three of the Board of Adjustment members were present in August when they were there with a slightly different application, which was for a 120 foot camouflage tower. She further stated that the proposed property was zoned a Planned Unit Development, which permitted C-1 uses. She then stated that under C-1 zoning the use of a camouflage tower may be permitted administratively by the Planning Manager. She also stated that the Acting Planning Manager, Tina Williamson denied their request for a 120 foot camouflage tower and then they came before the Board of Adjustment who overturned the Planning Manager's decision by a vote of (4-1). She further stated that the decision was appealed to the Board of County Commissioners and they heard the application on September 25, 2007 and they overturned the Board of Adjustment decision by a (3-2) vote, so here we are tonight on a special exception application for a 130 foot communication tower. She then

walked the Board of Adjustment through the neighborhood by showing them pictures of the Chevron sign in an outparcel in the area; picture of the Winn-Dixie signage, a view of the Orange – Seminole County Fire Station; the new UCF Stadium, view of the UCF Police Training Facility and the Carillon Methodist Church. She also stated that the area was a mixed use area with commercial, religious institutions, educational and residential uses and they felt the camouflage tower flagpole would be consistent with the development trend in the area. She stated to further demonstrate the compatibility with the flagpole to the neighborhood they did a photo simulation of the flag pole showing the over all area they flew a balloon at 130 feet taking pictures so the Board could see what the flagpole would look like from different views. She further stated that staff had determined that the site would severely affect the First Responder radio communications for Seminole County Fire Station 65, but it was their legal and technical position that the FCC maintained control over the radio spectrum and the Board of Adjustment could not approve or deny the request based on radio frequency issues. She then stated that her second legal technical argument was that the state law also prevented the Board of Adjustment from approving or denying the application on that basis and finally there is nothing in the code that required a review of the radio frequency. She also stated that TBCOM is a tower builder they don't transmit or receive signals they are a vertical real estate company. She further stated that she had been doing towers since 1997 and this was the first time she had ever had an intermodulation problem. She then stated that TBCOM lease space on the tower to wireless carriers. She then referred to the memo from Tommy Oliveras; reading from the third paragraph stating:

- Based on the information supplied within the Special Exception Application Package and the proposed close proximity to Seminole County Government Fire Station 65, output power, lack of IM studies and proposed radio spectrum that will be used to propagated radio signals from this communication tower it appears that this site will severely affect First Responder radio communications for Seminole County an recommendation for erection of this communication tower should not be granted.

She then stated that they did not submit anything for Mr. Oliveras to review. She also referred to the letter from Televate and stated that she studied the letter and it does not state that the proposed tower would severely interfere with the Seminole County First Responder Radio Communication. She further stated that they wanted to walk out of the meeting with approval and they found a firm called Sitesafe, Inc and Tony Demattia would speak to the Board.

Tony Demattia stated that he worked for a company called Sitesafe and that he was provided information Thursday night from the carriers on what they were putting on the tower and that the proposed tower would be approximately 300 feet away from the Fire Station antenna. He further stated that he did not receive any information from Seminole County until today (Monday) at 5:30,

therefore he would go back and verify that there will not be any issues with the Seminole County radio system and the proposed tower. He then stated that intermodulation products are systems that are co-located together at the same facility causing mixing of frequencies. He also stated that it was highly unlikely that this would happen with the systems being 300 feet apart. He lastly stated that he would recommend to TBCOM that when a carrier put up there system that they notify the Fire Department to run a test to check all the channels to prove that there would be no interference.

Mary Solik stated that she had Radio Frequency Engineers from three of the carriers that would be going on the tower. She further stated that they were all willing to submit to intermodulation testing as they go on the tower. She then stated that there was a clause in the TBCOM lease stating that the carriers would not cause interference with anybody on the pole or with anybody else.

Dan Babilla stated that he was a Radio Frequency Engineer for T-Mobile in the Orlando area. He stated that they would be willing to do an intermodular study.

Pete Nanson stated that he was a Radio Frequency Design Engineer for Verizon and that they had an application on TBCOM site to co-locate. He further stated that they currently had several towers on fire stations and they all had intermodular studies done. He lastly stated that they were willing to do the same for the TBCOM tower.

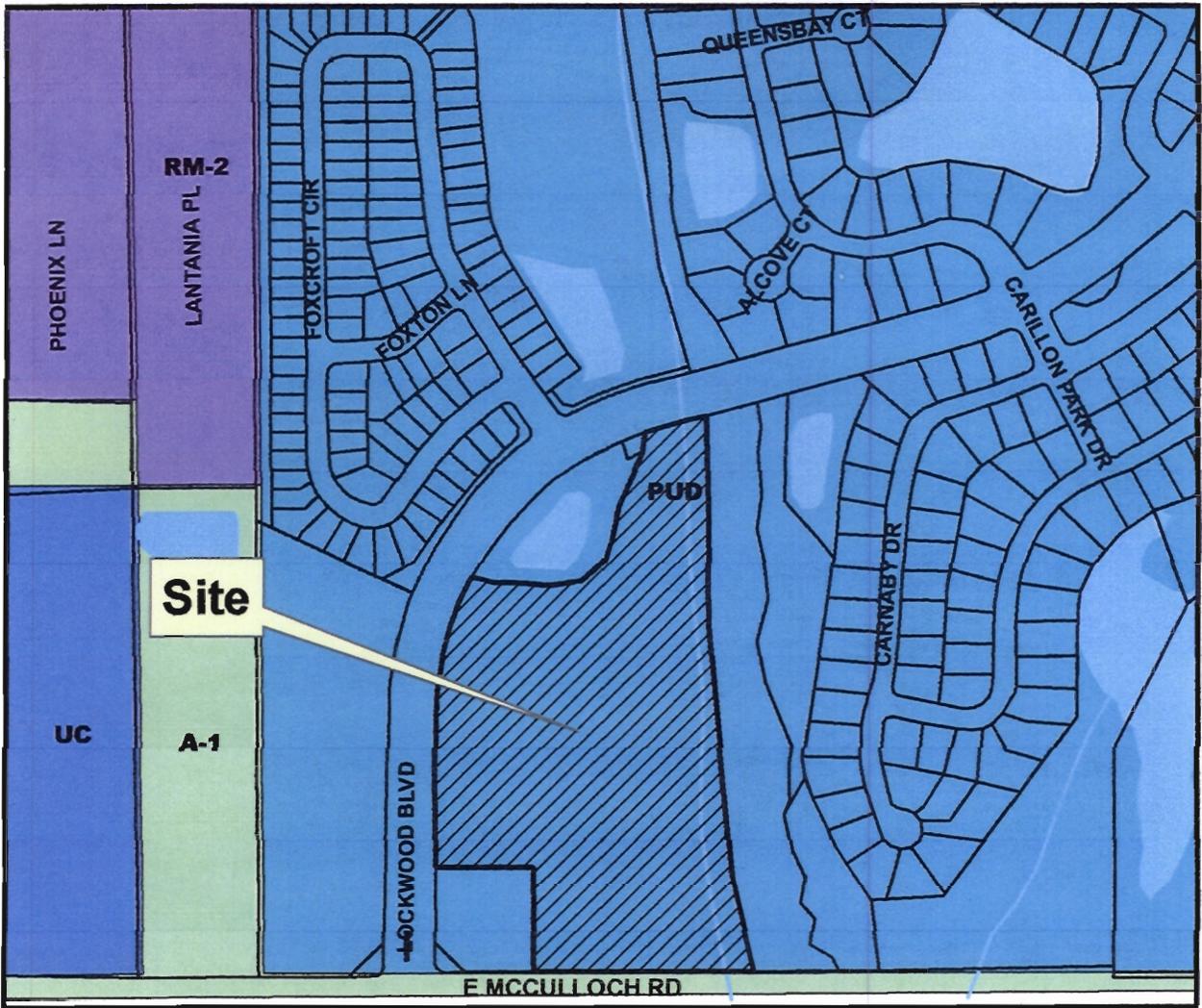
Craig O'Neal with PC Metro stated that they were willing to agree with any intermodulation study or test that needed to be preformed in accordance with the site. He further stated that they had not had any issues with similar sites in Florida and they didn't see any type of problem with the proposed facility site.

Mary Solik stated that in wrapping up their presentation, they tried very hard in a short period of time to resolve the issue of the intermodular study, but just didn't get enough information from the County in a timely manner. She further stated that they got 75% of the way and were asking that the Board of Adjustment approve the special exception with the condition that each carrier do a intermodular study when they submit for there building permit to co-locate and that they notify the Fire Department when the facility is on the air to make sure there is no interference.

Mr. Pennington made a motion to approve the special exception request.

Mr. Rozon seconded the motion.

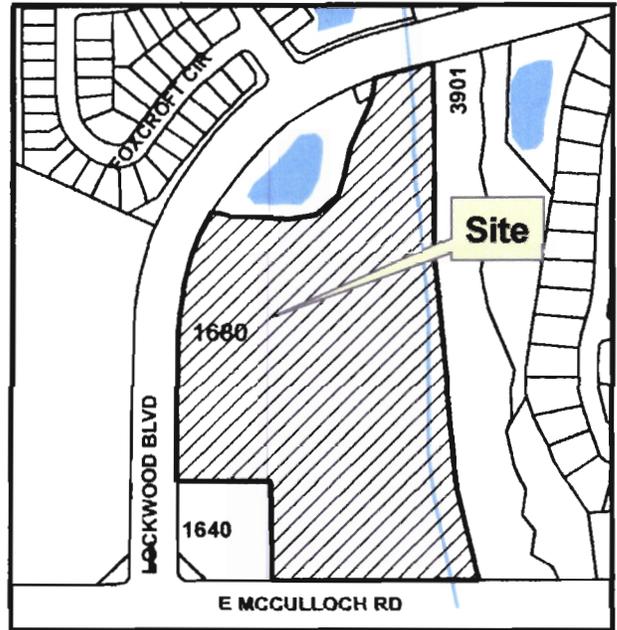
The motion passed by (4-1) vote. Mr. Hattaway was in opposition.



Seminole County Board of Adjustment
 December 3, 2007
 Case: BS2007-20 (Map 3213, Grid C7)
 Parcel No: 35-21-31-512-0000-0020

Zoning

-  BS2007-20
-  A-1
-  RM-2
-  PUD
-  UC



PARCEL NO.: 35-21-31-512-0000-0020

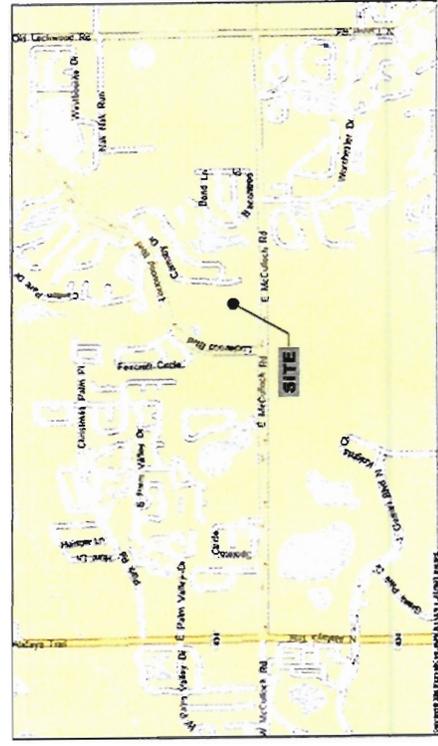
TBCOM PROPERTIES, LLC

TBCOM SITE NAME / NUMBER
UCF/ TB-172

ROYAL STREET COMMUNICATIONS, LLC
ROYAL STREET COMMUNICATIONS SITE NAME/NUMBER
UCF-#ORD090



T-MOBILE SITE NUMBER
MCCULLOCH # A2E658D



DRIVING DIRECTIONS

- SR-417 TO UNIVERSITY BLVD (EAST)
- ON UNIVERSITY BLVD (EAST) TAKE A LEFT ON SR-434
- ON SR-434 (NORTH) TAKE A RIGHT ONE MCCULLOCH RD
- ON MCCULLOCH RD TAKE A LEFT ON UNIVERSITY BLVD
- SITE IS ON RIGHT HAND SIDE

PROJECT SUMMARY

TBCOM IS PROPOSING TO CONSTRUCT A NEW TOWER SITE ON A RAWLAND PARCEL, CONSISTING OF A 1.30 ACRE PARCEL AND PROPOSED FUTURE CARRIER AREAS.

CAUTION

IF YOU ARE IN THE AREA OF THE PROJECT, PLEASE BE AWARE THAT THE PROJECT IS UNDERWAY AND THERE MAY BE TRAFFIC DELAYS OR ROAD CLOSURES. PLEASE BE PATIENT AND FOLLOW THE DIRECTIONS OF THE CONSTRUCTION SITE.

FOR EMERGENCIES CALL: 911

ForeSite Group, Inc.
 2311 N. Kentucky Ave.
 Suite 2
 Lakeland, FL 33801
 P 863.603.4044
 F 863.603.4645
 www.foresitegroupinc.com
 FL CA 26115

ADRIAN D. ROZEN
 FLORIDA LICENSED PROFESSIONAL ENGINEER
 No. 27420

I HEREBY CERTIFY THAT THIS DRAWING WAS PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT I AM A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF FLORIDA AND THAT I AM NOT PROVIDING ANY SERVICES TO ANY OTHER PARTY IN CONNECTION WITH THIS PROJECT. I AM PROVIDING THESE SERVICES TO YOU AS A CLIENT AND I AM NOT PROVIDING ANY SERVICES TO ANY OTHER PARTY IN CONNECTION WITH THIS PROJECT. I AM PROVIDING THESE SERVICES TO YOU AS A CLIENT AND I AM NOT PROVIDING ANY SERVICES TO ANY OTHER PARTY IN CONNECTION WITH THIS PROJECT.

REVISIONS

NO.	DATE	DESCRIPTION

PREPARED FOR:
TBCOM Properties, LLC

FORESITE JOB NUMBER
067.019

ISSUED FOR: SITE PLAN REVIEW
DESIGNED BY: ADR
DRAWN BY: HHR
APPROVED BY: ADR
DATE: AUGUST 2006

PROJECT NAME
UCF
TB-172
SHEET TITLE
COVER SHEET
REVISION NUMBER
T-1

SHEET	DESCRIPTION	REV
T-1	COVER SHEET	0
Z-1	SURVEY (BY MSP CONSULTANTS)	0
Z-2	OVERALL SITE PLAN	0
Z-3	ENLARGED SITE PLAN & TOWER ELEVATION	0
Z-4	LANDSCAPING & FENCE DETAILS	0
Z-5	SHEET INDEX	0

SITE DATA:
 LATITUDE: 28° 35' 46.76" NORTH
 LONGITUDE: 81° 11' 25.79" WEST
 GROUND ELEVATION - 48.0 FT (AMSL)

PROPOSED TOWER = 130' FLAGPOLE

DESIGN DATA:
 DESIGN CODE : FLORIDA BLDG. CODE-2004 & TIA/EA 222-G
 BASIC WIND SPEED : 110 MPH (3 SECOND GUST)
 EXPOSURE CATEGORY : B
 INTERNAL PRESSURE COEF. : N/A
 WIND PRESSURES : N/A

PROJECT DATA

OWNER
 PROGRESS ENERGY
 TEL: (800) 700-8744

TELEPHONE
 BELL SOUTH
 TEL: (800) 753-2909

DEVELOPER/TOWER OWNER
 TBCOM PROPERTIES, LLC
 1333 LOUISIANA AVE, SUITE 114
 WINTER PARK, FL 32789
 TEL: (407) 822-1377
 CONTACT: TIM O'SHAUGHNESSY

PROPERTY ADDRESS
 1880 MCCULLOCH RD
 OWEDO, FLORIDA 32785
 SEMINOLE COUNTY

PROPERTY OWNER (PARENT PARCEL)
 AHC GROUP LLC
 PARCEL NO. 35-21-31-512-0000-0020
 ZONING: PUD

CONSULTANT
 FORESITE GROUP, INC.
 2311 N. KENTUCKY AVE., SUITE 2
 LAKELAND, FL 33801
 TEL: (863) 603-4645
 CONTACT: ADRIAN ROZEN

MUNICIPALITY
 SEMINOLE COUNTY

CONTACTS



Proposed flagpole tower

**TBCOM PROPERTIES
TB-172/UCF
PROPOSED 130' FLAGPOLE TOWER
LOCKWOOD BLVD & E McCOLLOCH RD
OVIEDO, SEMINOLE COUNTY, FL**

Proposed
Flag Pole



TBCom Properties
TB-172/UCF
View 1
From North

Balloon not visible

TBCom Properties
TB-172/UCF
View 2
From North



Proposed
Flag Pole

TBCom Properties
TB-172/UCF
View 3
From Northeast

Proposed
Flag Pole



TBCom Properties
TB-172/UCF
View 4
Facing Southwest

Proposed Flag Pole



TBCom Properties
TB-172/UCF
View 5
Facing Northwest

Proposed
Flag Pole



TBCom Properties
TB-172/UCF
View 6
From Southwest

Proposed
Flag Pole



TBCom Properties
TB-172/UCF
View 7
From East

Sprint



Together with NEXTEL

Sprint Nextel
851 Trafalgar Court
Maitland, FL 32751
(407)230-9743

David Coniglio
RF Engineer
Orlando RF Engineering

November 6, 2006

Re: Sprint PCS Confirmation of Co-Location Interest

Proposed Communication Facility:

OR70XC005-EKANA
1680 McCulloch Rd.
Oviedo, Fl. 32765

TO:

TBCOM Properties, LLC
Tim O'Shaughnessy
1133 Louisiana Ave Ste 114
Winter Park, Fl. 32789

Please be advised that Sprint has expressed an interest in locating antennas and equipment on the proposed site, identified above.

The Orlando RF Design team has identified the above mentioned area for enhanced coverage by our Wireless telephone network. The placement of equipment at this tower would enhance our in-building coverage and provide additional capacity for the Ekana-Lockwood area.

During our budgeting process we determined that a tower at this location would provide voice and data to approximately 7200 Residents. This finding is based on our computer modeled propagation and US Census maps.

Our network experiences an extremely high rate of usage in the residential areas along McCulloch Road and Lockwood Blvd. Currently, we average over 85,000 daily minutes of Voice and data use in this area. This is at a service level that we consider substandard. We believe that the traffic will increase by over 30% with the in-building coverage that the new tower would provide.

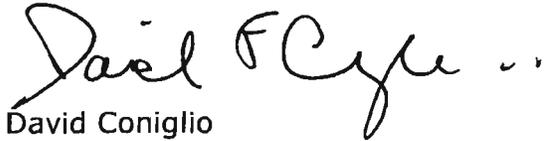
Page 2
Date
Subject:

Our new wireless data products offer customers an alternative to wireline DSL and Cable services. The data rates that we can offer are determined in large part by signal strength in the customers home. This tower would allow us to offer competitive data rates to the consumers in this area.

We believe it would be beneficial to both Sprint and our customers to locate a tower at this location.

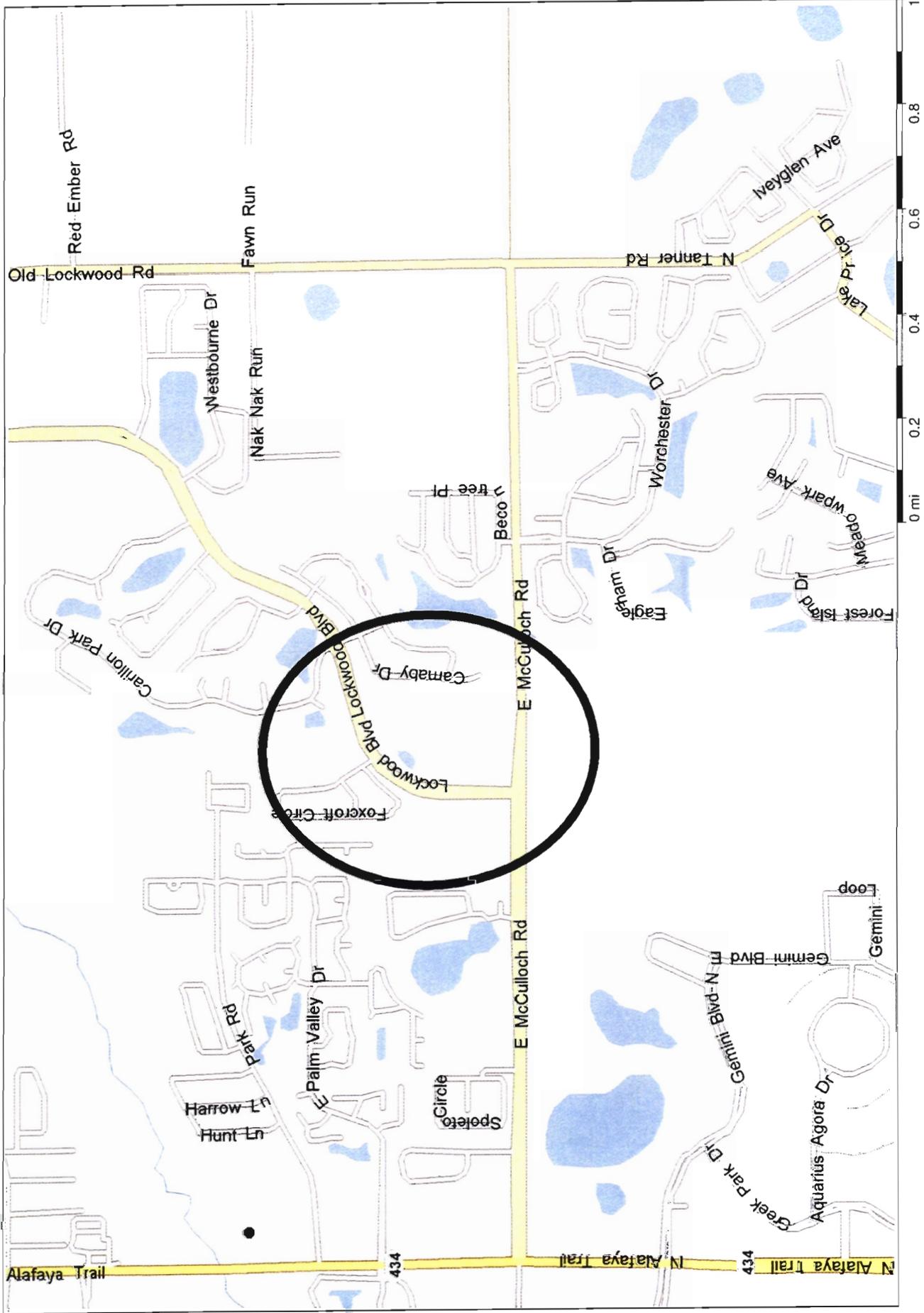
If I can be of any assistance, please contact me at (407)230-9743.

Sincerely,

A handwritten signature in black ink that reads "David Coniglio". The signature is written in a cursive style with a small flourish at the end.

David Coniglio
RF Engineer-Sprint
Orlando, FL

OR70XC005 Search Area



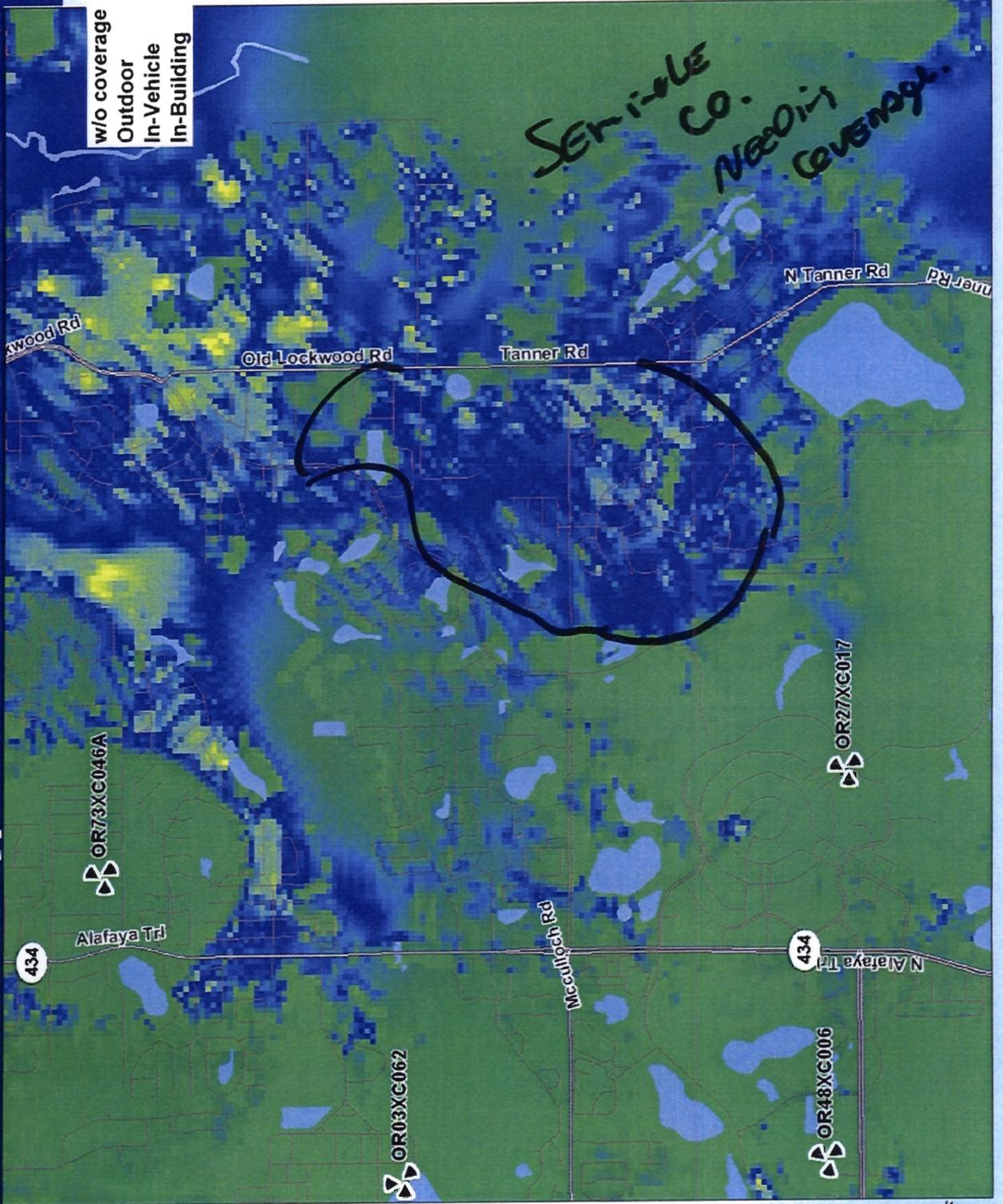
OR70XC005-C RF Design Justification



Coverage without OR70XC005C

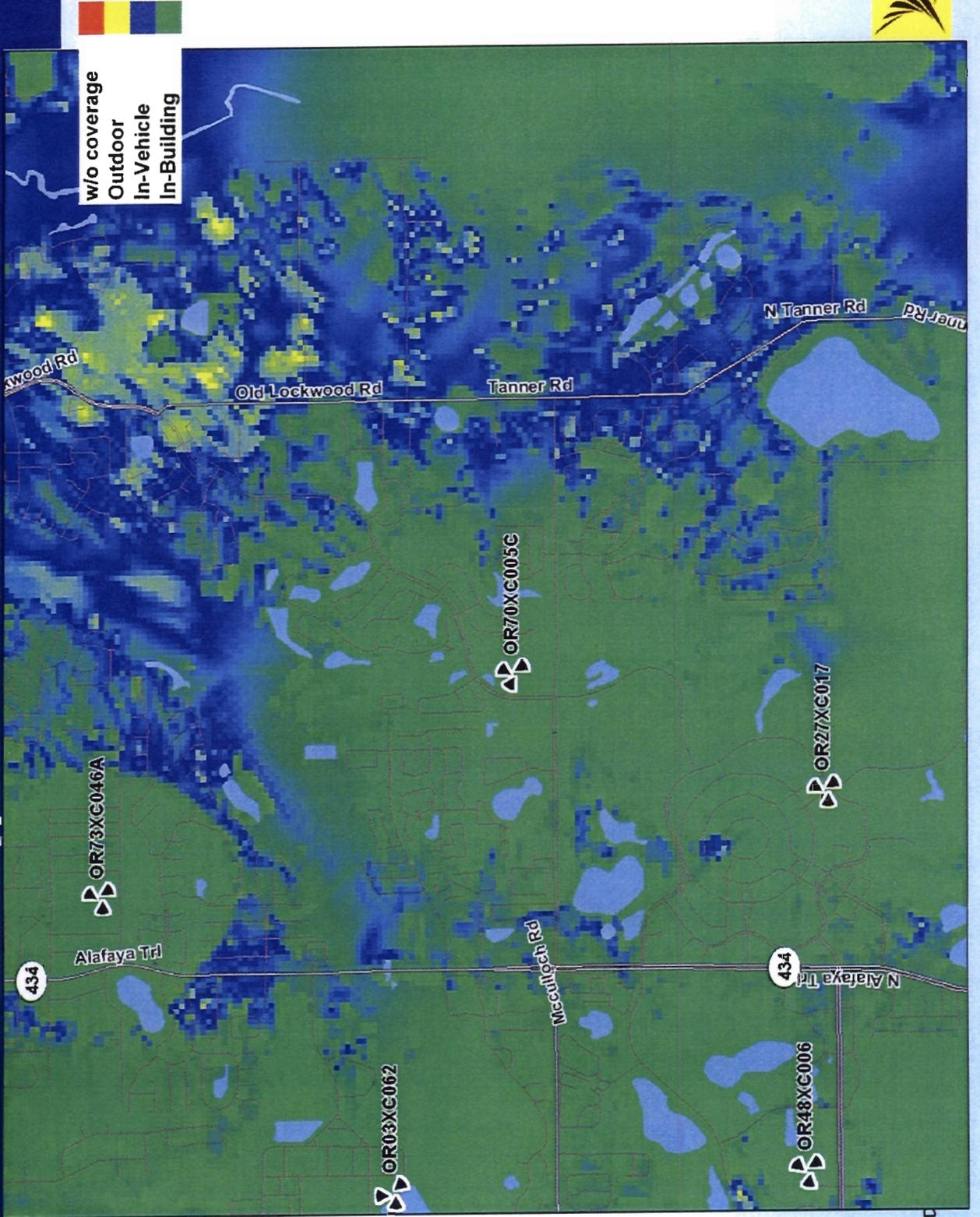


w/o coverage
Outdoor
In-Vehicle
In-Building



RF

Coverage with OR70XC005C



To Whom It May Concern:

I am the RF engineer for this area for MetroPCS Inc. We are currently in the process of building out a brand new network for the Orlando Metro area. As we evaluate and approve proposed locations of our new cell sites, we are using co-locations on virtually all of our choices. There are a few instances where there are no suitable towers in the area, and there is one being planned. The area of McCulloch Rd & Lockwood Blvd just north of UCF is one such area.

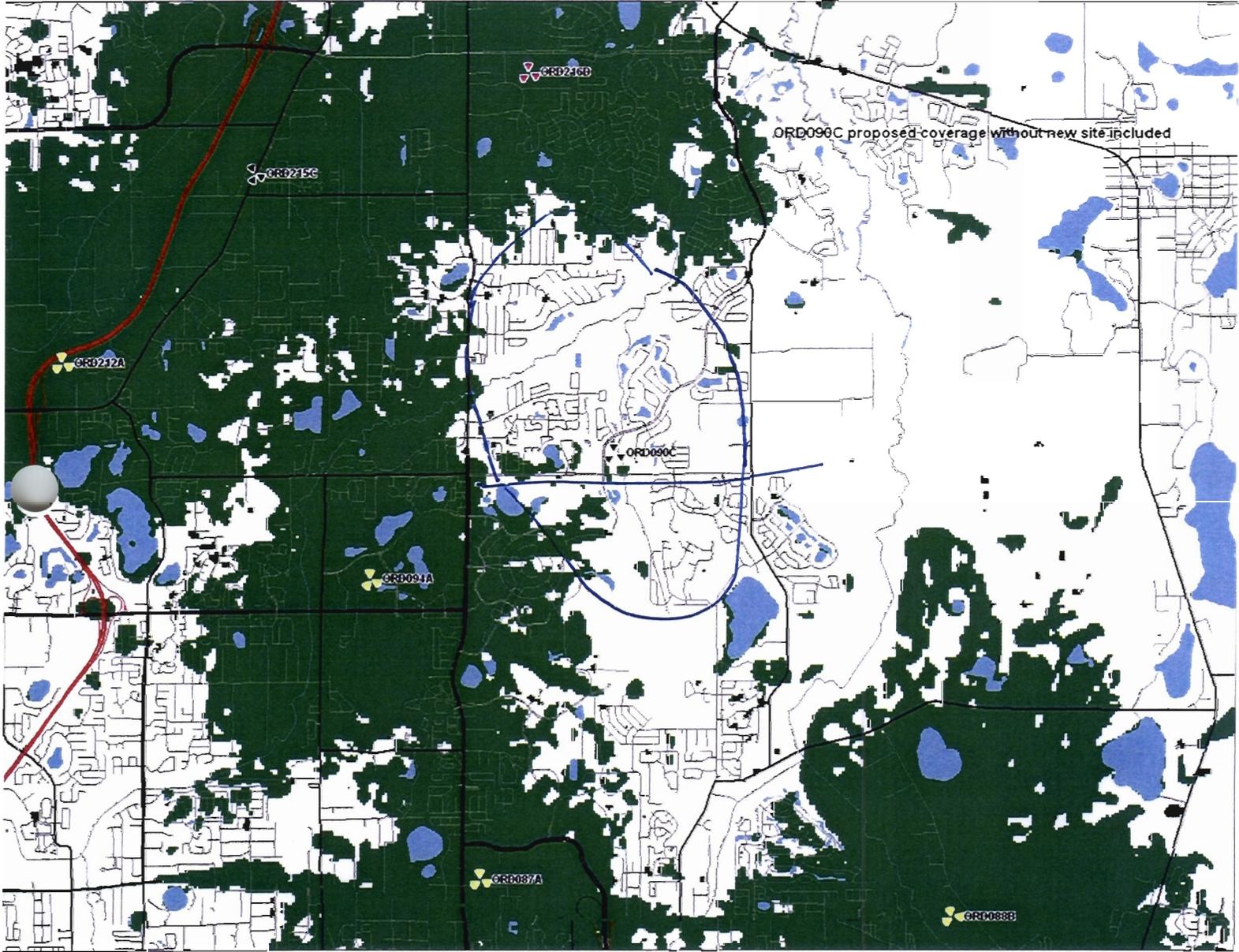
There is a need not just from MetroPCS, but other carriers as well, for cellular coverage in this area. Cell sites are limited by the number of simultaneous calls they can handle just as much as by coverage. MetroPCS needs this site to fulfill this requirement and other carriers will most likely need this site for the additional capacity it will allow. The attached plots show the before and after coverage for MetroPCS, clearly showing the need for coverage this site will provide. If several carriers can satisfy their coverage and/or capacity needs with just 1 more strategically placed cell site, rather than several around the area, this will better serve both the carrier's and the community at large. The strong demand for use of this tower by carriers other than MetroPCS only furthers the need for 1 well placed tower to benefit as many carriers and customers as possible.

In conclusion, I am in support of the construction of this tower for the benefit of the immediate area to be used by several carriers in order to improve cellular coverage and capacity to the McCulloch Rd/ Lockwood area going North into Seminole County.

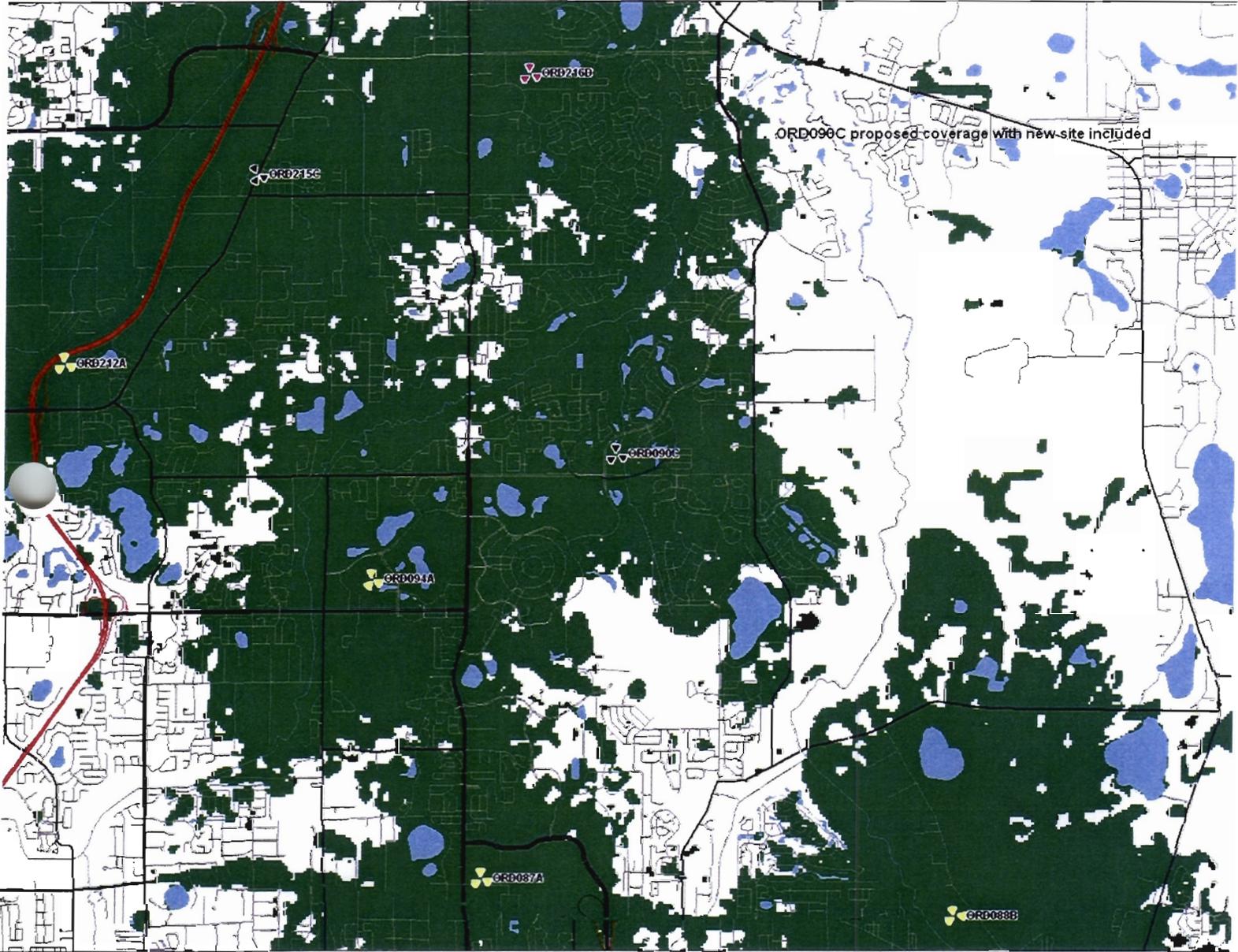
The maps provided shows a strong needs to be able to provide service to our client's and increase customer serviced of our product.

Sincerely,
Craig O'Neill
RF Engineer
MetroPCS Inc.
8256 Exchange Drive, Suite 210
Orlando, FL. 32809

Central Florida Region • 511 South U.S. Hwy 301, Tampa, FL 33619 • Tel: 813-830-5500 • Fax: 813-830-5501
www.metropcs.com



With OUT TOWER



With TOWER

The logo for T-Mobile, featuring a stylized 'T' followed by the word 'Mobile' and three dots.

T-Mobile South LLC
3407 W. Dr. Martin Luther King Jr. Blvd.
Tampa, FL 33607

November 16, 2006

RE: Statement of Telecommunications Facility Requirement
A2E0658D – McCulloch Road

To Whom It May Concern:

T-Mobile is requesting use of a telecommunication facility located at 1680 McCulloch Road, Oviedo, FL 32765. The purpose of the site is to provide sufficient coverage needed to service the mobile phone call traffic in and along the Residential communities located near Lockwood Blvd North of McCulloch Road. T-Mobile's current Wireless network has insufficient coverage in this area and coverage improvement is needed.

The proposed site location would improve T-Mobile's coverage at level to provide Indoor Residential service for more than 7,000 residents (per Census data) as well as enhance the mobile coverage along Lockwood Blvd enough to improve call handovers to the existing T-Mobile sites in the Oviedo area. A few of these Residential communities are the Carillon and Little Creek. Also, included in this area are the Hagerty High and Carillon Elementary Schools.

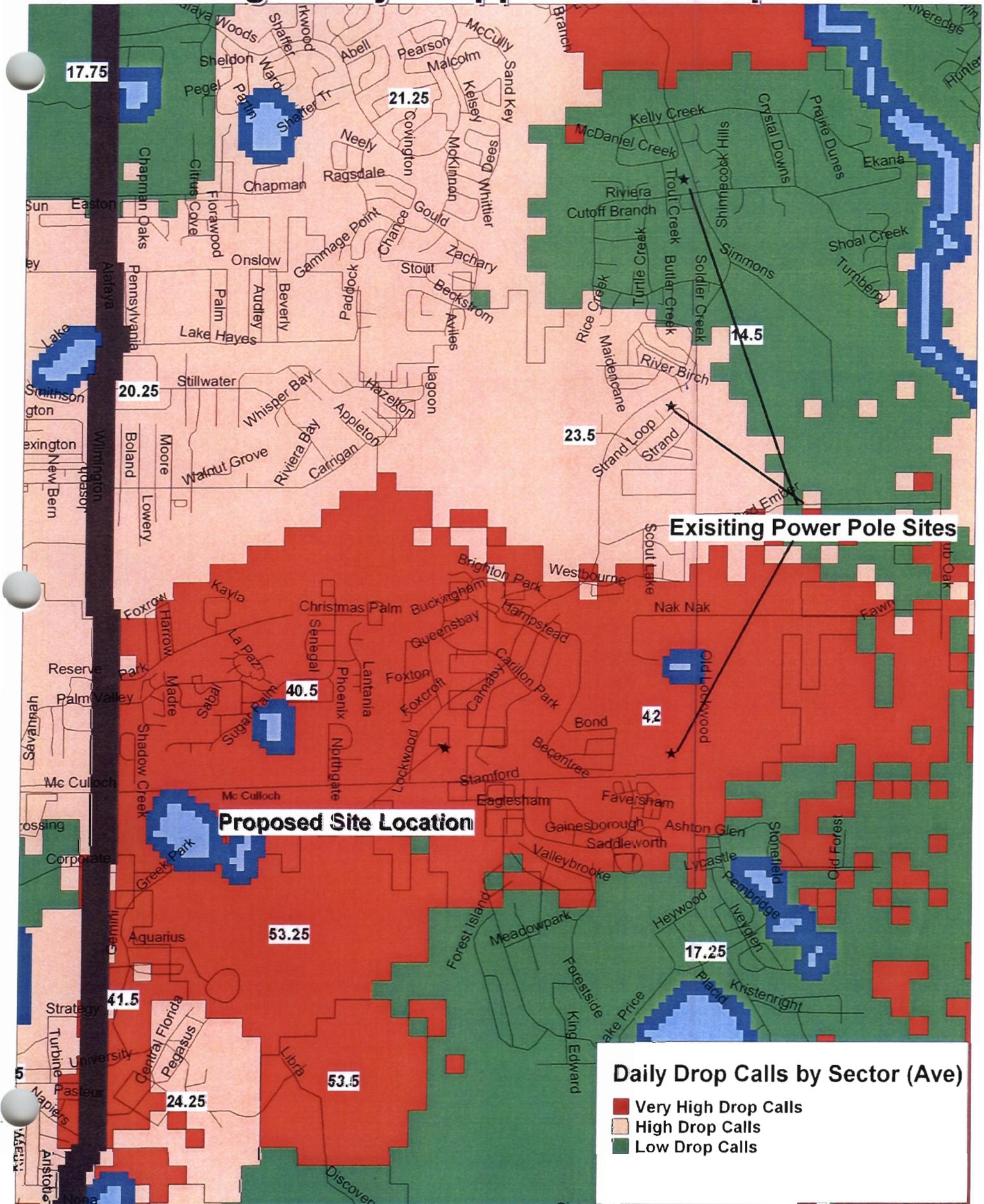
In addition to the basic wireless service coverage needs, this new proposed site will also provide E911 location services enhancement to the surrounding area. T-Mobile uses GSM technology, which is the most common digital technology used worldwide in wireless mobile telephone networks. GSM networks use a location technique known as hyperbolic triangulation of the mobile handset. The closer the surrounding cell sites are to the handset's location, the more accurate the measurement of the handset's location. The T-Mobile Orlando RF design team has determined the cell site density in this area to be insufficient to accurately pin point the handset's location for Phase 2 E911 location services.

Attached is computer modeled documentation showing T-Mobile's current wireless coverage, the improved coverage the new communication facility gives us and the drop call performance of our existing sites closest to the target location.

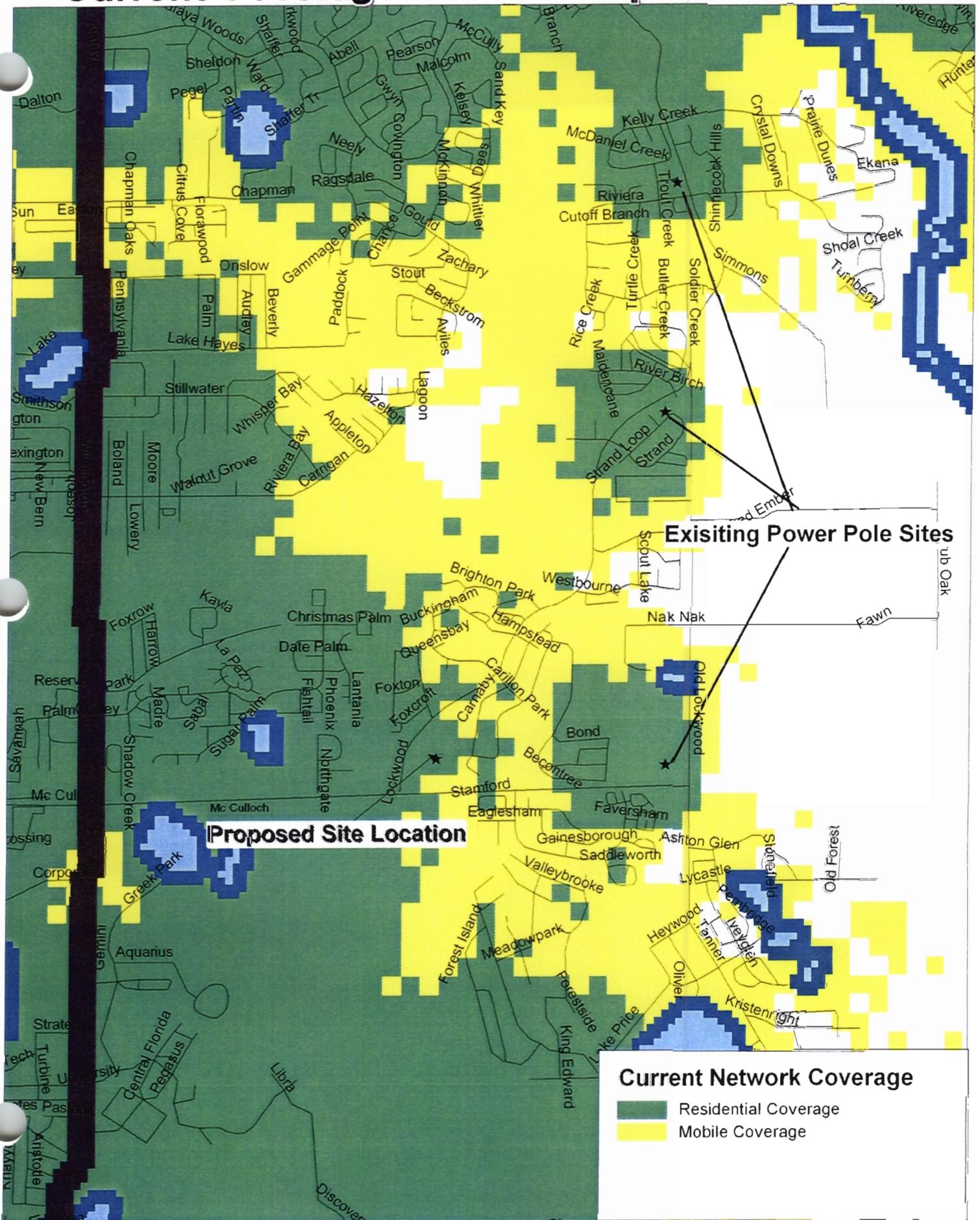
Respectfully submitted,

Dan Babilla
Senior RF Engineer
T-Mobile USA – Orlando, FL

Average Daily Dropped Call Footprint



Current Coverage without Proposed New Site





Seminole County Zoning Department
Zoning Manger
April Boswell
1101 East First Street
Sanford, Florida 32771-1468

Re: TBCOM 120 ft Proposed Flag Pole

Ms. Boswell,

Clearwire LLC has been notified by TBCOM of its pending approval of a 120 ft Flag Pole located at 1680 McCulloch Rd. It is Clearwire's intent that if this tower is approved by zoning then Clearwire LLC would secure the 85 ft RAD center on the tower and work towards entering a lease with TBCOM.

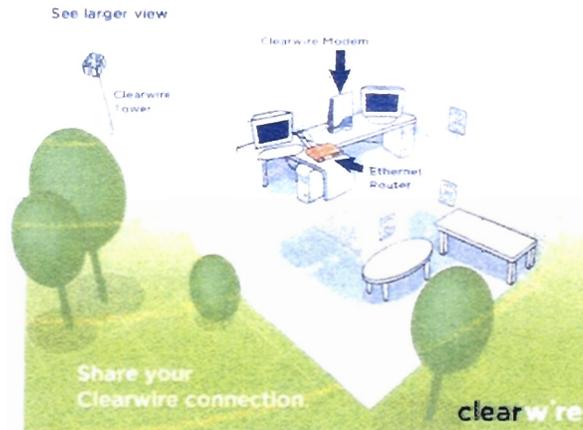
With this tower Clearwire would be able to provide service to approximately 2,010 homes in the Oviedo/Lockwood area.

Clearwire is the latest Broadband internet service to arrive in the US, using a stat of-the-art wireless modem that can be plugged into any desktop computer, laptop, or local network. Clearwire's technology works by transmitting signals to and from nearby cellular towers instead of using a traditional phone line or cable. That means you have the flexibility to set up the modem anywhere in your home or office.

Kind Regards,

A handwritten signature in blue ink that reads "Darryl M. Hendrickson".

Darryl M Hendrickson
Network Deployment Project Manager





Verizon Wireless
777 NW 51st ST
STE 600
Boca Raton, FL 33431

Phone 561 995-5500

February 19, 2007

To: TBCOM Properties LLC
Attn: Tim O'Shaughnessy
1133 Louisiana Avenue #114
Winter Park, FL 32789

Re: Proposed Tower Collocation at TBCOM UCF – 1021 Lockwood Blvd, Oviedo, FL 32765

Dear Tim,

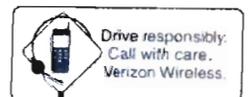
Thank you for informing Verizon Wireless of the proposed tower that TBCOM Properties, LLC, is planning to build at 1021 Lockwood Blvd, Oviedo, FL 32765. Verizon Wireless has determined that it has a need for additional coverage and/or capacity that could be served by a collocation on the proposed communications tower. I will be contacting you to discuss your proposed site in more detail and to obtain periodic updates as to your progress to obtain final zoning approval.

Verizon Wireless will consider entering into a collocation agreement with TBCOM Properties LLC, to collocate on the proposed tower to the extent that TBCOM Properties LLC, obtains all necessary governmental approvals, and assuming that the parties can come to terms on a collocation agreement with terms and conditions acceptable to Verizon Wireless.

This letter is not a commitment by Verizon Wireless to enter into a collocation agreement, and this letter should not be relied upon by TBCOM Properties LLC in that regard. A binding agreement for the lease of any tower space from TBCOM Properties LLC shall not exist until a final, definitive, and fully negotiated collocation agreement has been fully executed and delivered. Further, it is understood by all parties that Verizon Wireless reserves the right to simultaneously negotiate with other landlords for sites in the immediate geographical area in which the above described proposed communications tower is to be located, and there is no assurance whatsoever that Verizon Wireless will conclude a deal for the above described proposed communications tower unless and until a collocation agreement is fully executed and delivered.

Cordially,

Josephine Conde
Verizon Wireless
Construction and Real Estate Manager – SE Region
777 Yamato Road, Suite 600
Boca Raton, FL 33431
561 995 5553



<p>PARCEL DETAIL</p> <p>DAVID JOHNSON, CFA, ASA</p> <p>PROPERTY APPRAISER</p> <p>SEMINOLE COUNTY FL</p> <p>1101 E. FIRST ST SANFORD, FL 32771-1468 407-665-7506</p>																																																								
<p style="text-align: center;">GENERAL</p> <p>Parcel Id: 35-21-31-512-0000-0020</p> <p>Owner: AHG GROUP LLC</p> <p>Mailing Address: 1551 SANDSPUR RD</p> <p>City,State,ZipCode: MAITLAND FL 32751</p> <p>Property Address: 1680 MCCULLOCH RD</p> <p>Facility Name: WINN DIXIE CARILLON-LOCKWOOD RD</p> <p>Tax District: 01-COUNTY-TX DIST 1</p> <p>Exemptions:</p> <p style="padding-left: 40px;">Dor: 16-RETAIL CENTER-ANCHOR</p>		<p>2007 WORKING VALUE SUMMARY</p> <p>Value Method: Income</p> <p>Number of Buildings: 1</p> <p>Depreciated Bldg Value: \$0</p> <p>Depreciated EXFT Value: \$0</p> <p>Land Value (Market): \$0</p> <p>Land Value Ag: \$0</p> <p>Just/Market Value: \$4,181,054 *</p> <p>Assessed Value (SOH): \$4,181,054 *</p> <p>Exempt Value: \$0</p> <p>Taxable Value: \$4,181,054</p> <p style="text-align: center;">Tax Estimator</p> <p>2007 Notice of Proposed Property Tax</p> <p>(* Income Approach used.)</p>																																																						
<p style="text-align: center;">SALES</p> <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th>Deed</th> <th>Date</th> <th>Book</th> <th>Page</th> <th>Amount</th> <th>Vac/Imp</th> <th>Qualified</th> </tr> </thead> <tbody> <tr> <td>SPECIAL WARRANTY DEED</td> <td>02/2006</td> <td>06155</td> <td>1167</td> <td>\$5,000,000</td> <td>Improved</td> <td>Yes</td> </tr> <tr> <td>SPECIAL WARRANTY DEED</td> <td>08/1999</td> <td>03717</td> <td>1475</td> <td>\$2,273,200</td> <td>Vacant</td> <td>Yes</td> </tr> <tr> <td>SPECIAL WARRANTY DEED</td> <td>08/1998</td> <td>03480</td> <td>0322</td> <td>\$1,328,200</td> <td>Vacant</td> <td>Yes</td> </tr> </tbody> </table> <p style="text-align: center;">Find Sales within this DOR Code</p>		Deed	Date	Book	Page	Amount	Vac/Imp	Qualified	SPECIAL WARRANTY DEED	02/2006	06155	1167	\$5,000,000	Improved	Yes	SPECIAL WARRANTY DEED	08/1999	03717	1475	\$2,273,200	Vacant	Yes	SPECIAL WARRANTY DEED	08/1998	03480	0322	\$1,328,200	Vacant	Yes	<p>2006 VALUE SUMMARY</p> <p>2006 Tax Bill Amount: \$69,448</p> <p>2006 Taxable Value: \$4,309,492</p> <p>DOES NOT INCLUDE NON-AD VALOREM ASSESSMENTS</p>																										
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<p style="text-align: center;">LAND</p> <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th>Land Assess Method</th> <th>Frontage</th> <th>Depth</th> <th>Land Units</th> <th>Unit Price</th> <th>Land Value</th> </tr> </thead> <tbody> <tr> <td>SQUARE FEET</td> <td>0</td> <td>0</td> <td>318,859</td> <td>6.00</td> <td>\$1,913,154</td> </tr> <tr> <td>ACREAGE</td> <td>0</td> <td>0</td> <td>8.770</td> <td>400.00</td> <td>\$3,508</td> </tr> </tbody> </table>		Land Assess Method	Frontage	Depth	Land Units	Unit Price	Land Value	SQUARE FEET	0	0	318,859	6.00	\$1,913,154	ACREAGE	0	0	8.770	400.00	\$3,508	<p style="text-align: center;">LEGAL DESCRIPTION</p> <p>PLATS: <input type="text" value="Pick..."/></p> <p>LOT 2 CARILLON PARCEL 202 PB 53 PGS 27 & 28</p>																																				
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COMMERCIAL ASPHALT DR 2 IN	2000	157,601	\$118,319	\$143,417
COMMERCIAL CONCRETE DR 4 IN	2000	18,224	\$32,024	\$38,817
IRON FENCE	2000	595	\$2,454	\$2,975
BLOCK WALL	2000	2,380	\$5,891	\$7,140
POLE LIGHT STEEL 1 ARM	2000	9	\$8,676	\$8,676
POLE LIGHT STEEL 4 ARM	2000	15	\$84,495	\$84,495

NOTE: Assessed values shown are NOT certified values and therefore are subject to change before being finalized for ad valorem tax purposes.
 *** If you recently purchased a homesteaded property your next year's property tax will be based on Just/Market value.



Office of Vice President

October 18, 2006

TBCOM Properties, LLC
Tim O'Shaughnessy
1133 Louisiana Ave Ste 114
Winter Park, Florida 32789

Mr. O'Shaughnessy,

At this time the University of Central Florida has no interest in putting a communication tower on the North East side of its campus property.

Sincerely,

A handwritten signature in cursive script, appearing to read 'William F. Merck II'.

William F. Merck II
Vice President

**SEMINOLE COUNTY APPLICANT AUTHORIZATION FORM
(ORIGINAL ONLY)**

An authorized applicant is defined as:

- The property owner of record; or
- An agent of said property owner (power of attorney to represent and bind the property owner must be submitted with the application); or
- Contract purchaser (a copy of a fully executed sales contract must be submitted with the application containing a clause or clauses allowing an application to be filed).

I, AHG Group, LLC the fee simple owner of the following
(Owner's Name)

described property (Provide Legal Description or Tax Parcel ID Number(s))
1680 McCULLOCH RD Winn Dixie CARILLON - LOCKWOOD RD
PARCEL ID # 35-21-31-512-0000-0020

hereby petition Seminole County to amend the Comprehensive Plan, Future Land Use Map, Official Zoning Map
(circle one or more) from FOR A SPECIAL EXEMPTION FOR A 120' FLAGPOLE TELECOMMUNICATIONS TOWER and affirm that IBCOM Properties, LLC is hereby designated to act as my / our authorized agent and to file the attached application for the stated amendment and make binding statements and commitments regarding the amendment request.

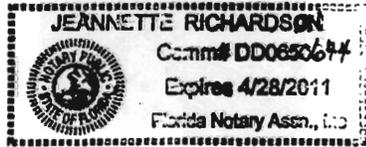
BY: AHG Group, LLC
Owner's Signature

I certify that I have examined the application and that all statements and diagrams submitted are true and accurate to the best of my knowledge. Further, I understand that this application, attachments and fees become part of the Official Records of Seminole County, Florida and are not returnable.

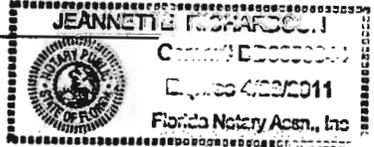
SWORN TO AND SUBSCRIBED before me this 19th day of Sept, 2007.

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared [Signature] who is personally known to me or who has produced [Signature] has identification and who executed the foregoing instrument and sworn an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 19th day of September, 2007.
[Signature]
Notary Public in and for the County and State
Aforementioned



My Commission Expires: _____



SEMINOLE COUNTY APPROVAL DEVELOPMENT ORDER

On December 3, 2007, Seminole County issued this Development Order relating to and touching and concerning the following described property:

LOT 2 CARILLON PARCEL 202 PB 53 PGS 27 & 28

(The aforescribed legal description has been provided to Seminole County by the owner of the aforescribed property.)

FINDINGS OF FACT

Property Owner: AHG Group, LLC
1551 Sandspur Road
Maitland, Fl. 32751

Project Name: McCullouch Road (1680)

Requested Development Approval:

Request for special exception for a 130 foot communication tower in the PUD (Planned Unit Development).

The Development Approval sought is consistent with the Seminole County Comprehensive Plan and will be developed consistent with and in compliance to applicable land development regulations and all other applicable regulations and ordinances.

The owner of the property has expressly agreed to be bound by and subject to the development conditions and commitments stated below and has covenanted and agreed to have such conditions and commitments run with, follow and perpetually burden the aforescribed property.

Prepared by: Kathy Fall, Principal Planner
1101 East First Street
Sanford, Florida 32771

Order

NOW, THEREFORE, IT IS ORDERED AND AGREED THAT:

(1) The aforementioned application for development approval is **GRANTED**.

(2) All development shall fully comply with all of the codes and ordinances in effect in Seminole County at the time of issuance of permits including all impact fee ordinances.

(3) The conditions upon this development approval and the commitments made as to this development approval, all of which have been accepted by and agreed to by the owner of the property are as follows:

- a. IM study will be conducted by each subscriber and a test will be conducted prior to commercial use. The IM analysis shall address potential impacts on public safety communications facilities in the immediate area of proposed tower as well as the impact of collocation on the tower itself. If the IM study indicates significant potential for interference, the collocation shall not be permitted. If there are any unresolved problems after commencement of service, TBCOM will immediately remove the offending subscriber from service.
- b. The flagpole will be lighted and a serviceable 20' x 30' American flag will be flown at all times.
- c. Copies of the IM studies including any analysis and findings will be made available to the County's Telecommunications Manager for review and comment. The IM engineering, analysis and the County's Telecommunications Manager's review and comment shall be completed within 60 days.

(4) This Development Order touches and concerns the aforescribed property and the conditions, commitments and provisions of this Development Order shall perpetually burden, run with and follow the said property and be a servitude upon and binding upon said property unless released in whole or part by action of Seminole County by virtue of a document of equal dignity herewith. The owner of the said

property has expressly covenanted and agreed to this provision and all other terms and provisions of this Development Order.

(5) The terms and provisions of this Order are not severable and in the event any portion of this Order shall be found to be invalid or illegal then the entire order shall be null and void.

Done and Ordered on the date first written above.

By: _____
Allison Stettner,
Planning Manager

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared _____ who is personally known to me or who has produced _____ as identification and who executed the foregoing instrument.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 2007.

Notary Public, in and for the County and State
Aforementioned

My Commission Expires:

**SEMINOLE COUNTY GOVERNMENT
BOARD OF ADJUSTMENT
AGENDA MEMORANDUM**

SUBJECT: 1680 McCulloch Road – TBCOM Properties, LLC, applicant; Request for a special exception for a 130 foot communication tower in PUD (Planned Unit Development).

DEPARTMENT: Planning & Development **DIVISION:** Planning

AUTHORIZED BY: Kathy Fall **CONTACT:** Kathy Fall **EXT:** 7389

Agenda Date 12-03-07 **Regular** **Consent** **Public Hearing – 6:00**

MOTION/RECOMMENDATION:

1. **Approve** the request for a special exception for a 130 foot communication tower in PUD (Planned Unit Development); or
2. **Deny** the request for a special exception for a 130 foot communication tower in PUD (Planned Unit Development).; or
3. **Continue** The request to a time and date certain.

GENERAL INFORMATION	Applicant: Owner: Location: Zoning:	Tim O'Shaughnessy/TBCOM Properties LLC AHG Group LLC 1680 McCulloch Road PUD (Planned Unit Development)
BACKGROUND / REQUEST	<ul style="list-style-type: none"> • The applicant proposes to construct a 130 feet communication tower that is flagpole in design. • The subject property is located in the Carillon PUD. It is Parcel 202, which permits C-1 (Retail Commercial) district uses. The property was previously used as a Winn-Dixie grocery store, however the store is closed and the building is vacant. • The area proposed for the communication tower is on the southeast side of the Parcel 202, adjacent to a large conservation area. 	

**STANDARDS FOR
GRANTING A
SPECIAL EXCEPTION;
LDC SECTION
30.43(b)(2)**

The Board of Adjustment (BOA) shall have the power to hear and decide special exceptions it is specifically authorized to pass under the terms of the Land Development Code upon determination the use requested:

IS NOT DETRIMENTAL TO THE CHARACTER OF THE AREA OR NEIGHBORHOOD OR INCONSISTENT WITH TRENDS OF DEVELOPMENT IN THE AREA:

The Planning Manager made the following findings when the applicant previously requested a determination that the tower, at 120', was a camouflage communication tower:

1. The proposed location is adjacent to a wetland conservation area. A 120-foot flagpole would not blend in with, and would not be in character with a wetland conservation area;
2. Flagpoles are usually located in close association with the front of a building (school, Post Office, church, etc.), so that they appear to be integrated into and a part of the site. The proposed tower is located on the outskirts of the parking area, approximately 300' from the building, next to a conservation area. A 120-foot flagpole in this location would not blend in with the existing surroundings;
3. This use would appear to be unusual and out of place on a grocery store property because there is no contextual relationship between any type of retail use and a flag pole;
4. The height and design of the proposed tower and its incompatibility with the proposed location would also make it appear so out of place that it may result in the proposed tower being perceived by a reasonable person as a tower, and not as a flagpole.

The Board of County Commissioners reversed the Board of Adjustment's decision to overturn the Planning Manager's decision in determining the proposed tower was not camouflage.

DOES NOT HAVE AN UNDULY ADVERSE EFFECT ON EXISTING TRAFFIC PATTERNS, MOVEMENTS AND VOLUMES:

The proposed communication tower will be an un-manned facility and will have no impacts on the existing traffic patterns, movements and volumes.

	<p><u>IS CONSISTENT WITH THE SEMINOLE COUNTY VISION 2020 COMPREHENSIVE PLAN:</u></p> <p>The Seminole County Vision 2020 Comprehensive Plan describes the Planned Development (PD) future land use as a transitional land use between urban and general rural uses. The approved uses listed in the PD land use include utility structures such as communication towers.</p> <p><u>MEETS ANY ADDITIONAL REQUIREMENTS SPECIFIED IN THE CODE SECTION AUTHORIZING THE USE IN A PARTICULAR ZONING DISTRICT OR CLASSIFICATION:</u></p> <p>Based on the submitted site plan, the proposed use and tower meet the minimum area and dimensional requirements of the PUD.</p> <p><u>WILL NOT ADVERSELY AFFECT THE PUBLIC INTEREST:</u></p> <p>The request was reviewed by Seminole County's Business Innovation and Technology Services Department/Operation's division. Their analysis of the proposed communication tower found that the proposed proximity to Seminole County Fire Station 65, output power, lack of IM studies and proposed radio spectrum that will be used to propagate radio signals from this communication tower appears it will severely affect First Responder radio communications for Seminole County Government and recommendation for erection of this communication tower should not be granted.</p>
<p>STAFF RECOMMENDATION</p>	<p>Based upon the stated findings, staff recommends the Board deny the request for a 130' communication tower.</p>