

R98 1515D

**MEMORANDUM OF UNDERSTANDING
BETWEEN FLORIDA POWER & LIGHT COMPANY
AND
THE BOARD OF COUNTY COMMISSIONERS
OF PALM BEACH COUNTY, FLORIDA**

SEP 24 1998

PALM BEACH COUNTY ("County") and FLORIDA POWER & LIGHT COMPANY ("FPL") hereby agree to and reach the following Memorandum of Understanding Between Florida Power & Light Company and the Board of County Commissioners of Palm Beach County, Florida ("Memorandum"):

1. There presently exists in the Boca Woods Development equipment of a wireless telecommunications company (hereinafter referred to as "equipment") which is used in the provision of a telecommunications service to the public. Such equipment is attached to a structure of FPL which is in an FPL easement and at a location hereinafter referred to as "Site One". The Boca Woods Home Owners Association has indicated its desire to relocate or reconstruct the equipment on an alternative site within the FPL easement, hereinafter referred to as "Site Two". Both Site One and Site Two are identified in the attached Exhibit "A".

2. In order to accomplish the relocation or reconstruction, the County on its own initiative and at its sole cost agrees to initiate a Conditional Use Application to allow the relocation or reconstruction of the equipment on Site Two. The equipment to be relocated or reconstructed at Site Two will be attached to a structure used in the transmission of electricity and will be identical or substantially similar to the structure now existing on Site One. The structure and attached

equipment which will be relocated or reconstructed on Site Two are described in the attached Exhibit “B”.

3. Prior to approval of the Conditional Use Application, written consent and authorization to proceed with such Application shall be obtained by FPL from the Boca Woods Home Owners Association and from the owner of the equipment. FPL agrees that unless required by court or Federal Communication Commission order that FPL shall not approve further attachments by wireless telecommunications companies of such equipment to the FPL transmission poles or easement which are located in the Boca Woods Development.

4. The attachment of such equipment to a structure which is located at Site Two will be in conformance with current land development regulations if conditional use approval is granted by the County.

5. If said Conditional Use Application is approved by the County, FPL agrees to construct a new structure on Site Two in order to accommodate the attachment of the equipment and to allow for the removal and relocation of the equipment from Site One to Site Two. In addition, after the removal of the equipment now on Site One, FPL agrees that the **FPL** pole on Site One will be reconstructed by removing the top portion of the structure, as shown in Exhibit “B”. Relocation or reconstruction at both sites shall occur no later than 90 (ninety) days after the effective date of the Resolution approving the conditional use, if the resolution is not appealed by the filing of a petition of certiorari. If the resolution is appealed, relocation shall occur no later than 90 (ninety) days after the court issues a final order denying the certiorari petition.

6. The County acknowledges that the relocation or reconstruction of the structures at both sites will not require building permits because the County does not require building permits for the construction of electric transmission poles.

7. Upon completion of the relocation or reconstruction, the County agrees that the Code Enforcement Board matter against FPL, Code Enforcement proceeding C9710020007, will be dismissed with prejudice as being moot, as the situation which resulted in the Code Enforcement proceeding will no longer exist.

8. The County and FPL acknowledge that this Memorandum of Understanding and the actions undertaken to implement it are done for the purpose of resolving the above-referenced Code Enforcement matter. This Memorandum and any agreement or understanding included in the Memorandum is for settlement purposes only and shall not be a precedent, on the part of the County or of FPL, regarding the attachment or any antenna facilities or other equipment of telecommunications companies to electric poles, easements, or other property of FPL, nor shall it in anyway be considered as an admission of violation or liability under such Code Enforcement proceedings or that the County zoning or construction permitting ordinances apply to the attachment of telecommunications antenna to electric poles.

9. This Memorandum does not eliminate the need for legislative, quasi judicial or executive decision making by the Palm Beach County Board of County Commissioners regarding the Conditional Use Application identified herein and waivers, if necessary and the Board of County Commissioners cannot and has not agreed to any particular result regarding the Conditional Use Application it has agreed to initiate.

10. This Memorandum of Understanding represents the entire understanding between the parties, and supersedes all other negotiations, representations, or agreements, either written or oral related to the subject of this Memorandum of Understanding.

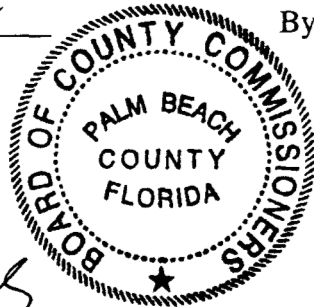
ATTEST:
Dorothy H. Wilken, Clerk

PALM BEACH COUNTY, FLORIDA
by its Board of County Commissioners

By: *Joan Harvey*
Deputy Clerk

By: *[Signature]*
Chair

Approved as to Form and
Legal Sufficiency



By: *[Signature]*
County Attorney

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ATTEST:

FLORIDA POWER & LIGHT COMPANY,

By: _____
Assistant Secretary

By: *[Signature]*

EXHIBIT A

PLAT BOOK 48, PAGE 21

The exhibit is oversized.

It is located in OVERSIZED DOCUMENTS.

EXHIBIT B

- The Florida Power & Light structure at Site 1 will be reconstructed by removing the unicell antenna, antenna adapter plug, and the top section of the pole. A metal cap will be placed on the top **of** the bottom pole section.
- The relocated Florida Power & Light structure at Site 2 (FPL structure 31T7) will be a two-piece round spun concrete transmission pole. The two pieces will be connected with a steel sleeve, slip joint.
- The above ground height **of** the new transmission pole at Site 2 will be the same **as** that **of** the existing transmission pole at Site 1 prior to reconstruction, 105 feet above ground +/- construction tolerances. A unicell antenna adapter plug will be mounted on top **of** the transmission pole. The adapter plus extends approximately **18** inches above the top **of** the transmission pole. A unicell antenna (**12** inch diameter **by** **79** inches tall) will be mounted on top **of** the adapter plug.
- The new transmission structure at Site 2 be similar to the photograph on page 2 of this exhibit.

EXHIBIT B

