

EXHIBIT "A"

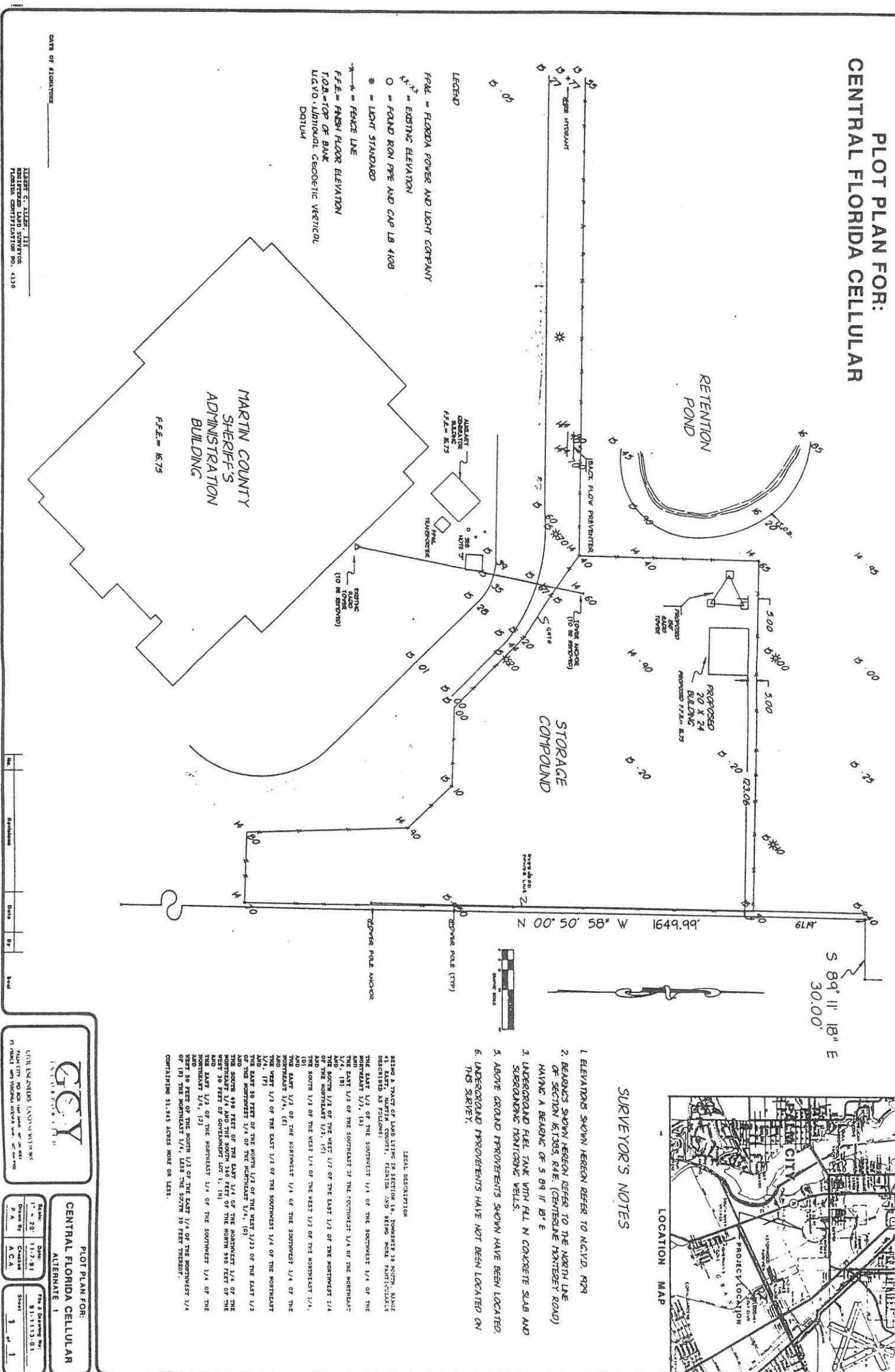


EXHIBIT "A-1"

INTERLOCAL AGREEMENT
[County-wide 800 MHz Trunk Radio System]

This agreement is made this 23rd day of April, 1991, by and between Martin County, a political sub-division of the State of Florida, (hereinafter referred to as "County"); and the Martin County Sheriff, a Constitutional Officer of Martin County, Florida, (hereinafter referred to as "Sheriff").

WHEREAS, Florida Statute Section 163.01 (1989), known as the Florida Interlocal Cooperation Act of 1969, permits public agencies to cooperate with each other for the benefit of mutual advantage; and

WHEREAS, County and Sheriff have jointly agreed to implement a county-wide 800 MHz Trunk Radio System (hereinafter referred to as "system"), in order to increase efficient use of limited radio spectrum resources; and

WHEREAS, on August 7, 1990, the Martin County Board of County Commissioners (hereinafter referred to as the "Board") approved expenditure of general funds for this purpose; and

WHEREAS, the Board directed the Sheriff to negotiate a multi-year lease/purchase of the system; and

WHEREAS, the Board further directed County staff to negotiate an inter-local agreement with the Sheriff to formally record the responsibilities of the parties.

NOW THEREFORE, in accordance with Board direction, and for their mutual advantage, the parties do agree as follows:

1.0 GENERAL RESPONSIBILITIES OF THE PARTIES

- 1.1 System modification and/or enhancement proposed during implementation or in the future shall be agreed upon by the parties prior to request for funding, if it affects other parties on the system.
- 1.2 Sheriff shall negotiate a lease/purchase of selected system. Both the lease and subsequent ownership of the system shall be in the name of Sheriff, who shall also assume complete responsibility for liability for same. Sheriff agrees to defend and hold County harmless against any and all liability arising out of use or ownership of system.

OR 9/10/266

1.3 System shall be licensed in the name of Martin County.

1.4 Parties shall jointly produce status reports regarding system implementation.

1.5 Parties agree to use their best efforts to budget, annually, equal shares of the annual lease/purchase cost of system.

1.6 Funding of end user radios shall be the separate responsibilities of the parties.

2.0 SYSTEM MAINTENANCE RESPONSIBILITIES

2.1 The Sheriff shall establish a repair facility capable of providing for routine and emergency maintenance of the system, including the end user radios owned by the County and Sheriff. The facility shall also provide maintenance of existing County and Sheriff's radio system. The County shall not be charged for repairs.

2.2 Law Enforcement and Public Safety radio users shall receive priority service for repairs, installs, and removals; all others will be assessed and handled in an expeditious manner. Efficiency of the facility shall be reviewed by the parties on a regular basis.

2.3 The Sheriff shall provide facility, test equipment, user and system replacement parts inventory, and necessary vehicles in support of the County's and Sheriff's systems and shall budget therefor annually.

2.4 The Sheriff shall budget annually, the positions needed for the operation of the repair facility, however, the County shall fund one position for the remainder of fiscal year 1990-91. All shop employees shall be employees of the Sheriff.

3.0 EFFECTIVE DATE AND DURATION

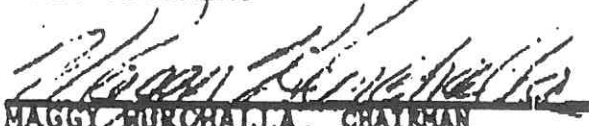
3.1 This Interlocal Agreement shall become effective upon approval and execution by the parties and filing with the Clerk of the Circuit Court. This Agreement shall remain in effect until it is modified, superceded or terminated by further written Agreement of the parties. Either party may terminate this Agreement as of October 1 of any year, by providing written notice to the other on or before February 1 of that year. In the event of termination, the parties agree to negotiate reasonable final terms regarding system ownership, maintenance,

etc., which reflect the parties' prorata contributions to the system.

ATTEST:


MARSHA STILLER, CLERK

MARTIN COUNTY BOARD OF COUNTY
COMMISSIONERS

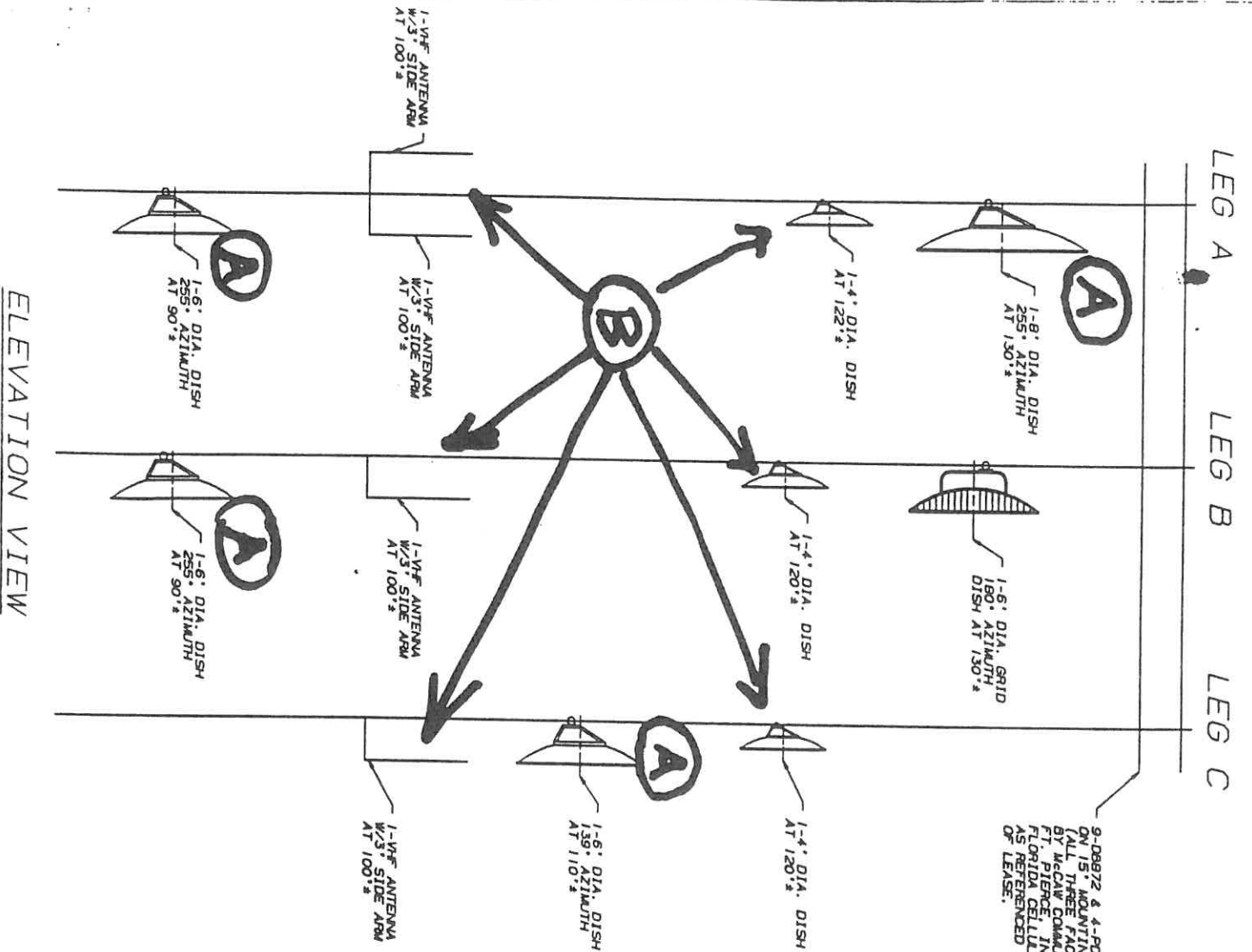

MAGGI MURCHALLA, CHAIRMAN

APPROVED AS TO FORM AND
CORRECTNESS


NOREEN S. DREYER
COUNTY ATTORNEY

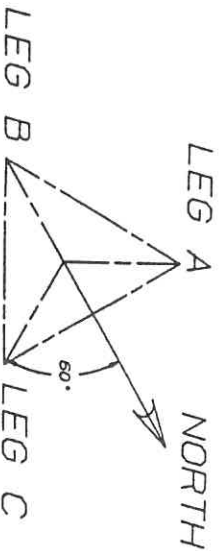
MARTIN COUNTY SHERIFF'S
DEPARTMENT


JAMES D. HOLT, SHERIFF



ELEVATION VIEW

- McCaw Communications of Fort Pierce, Inc. shall be entitled to the Antennae Space described in Section 2 of the Lease.
- A. Central Florida Cellular Telephone Company, Inc.
 - B. Martin County Sheriff's Department

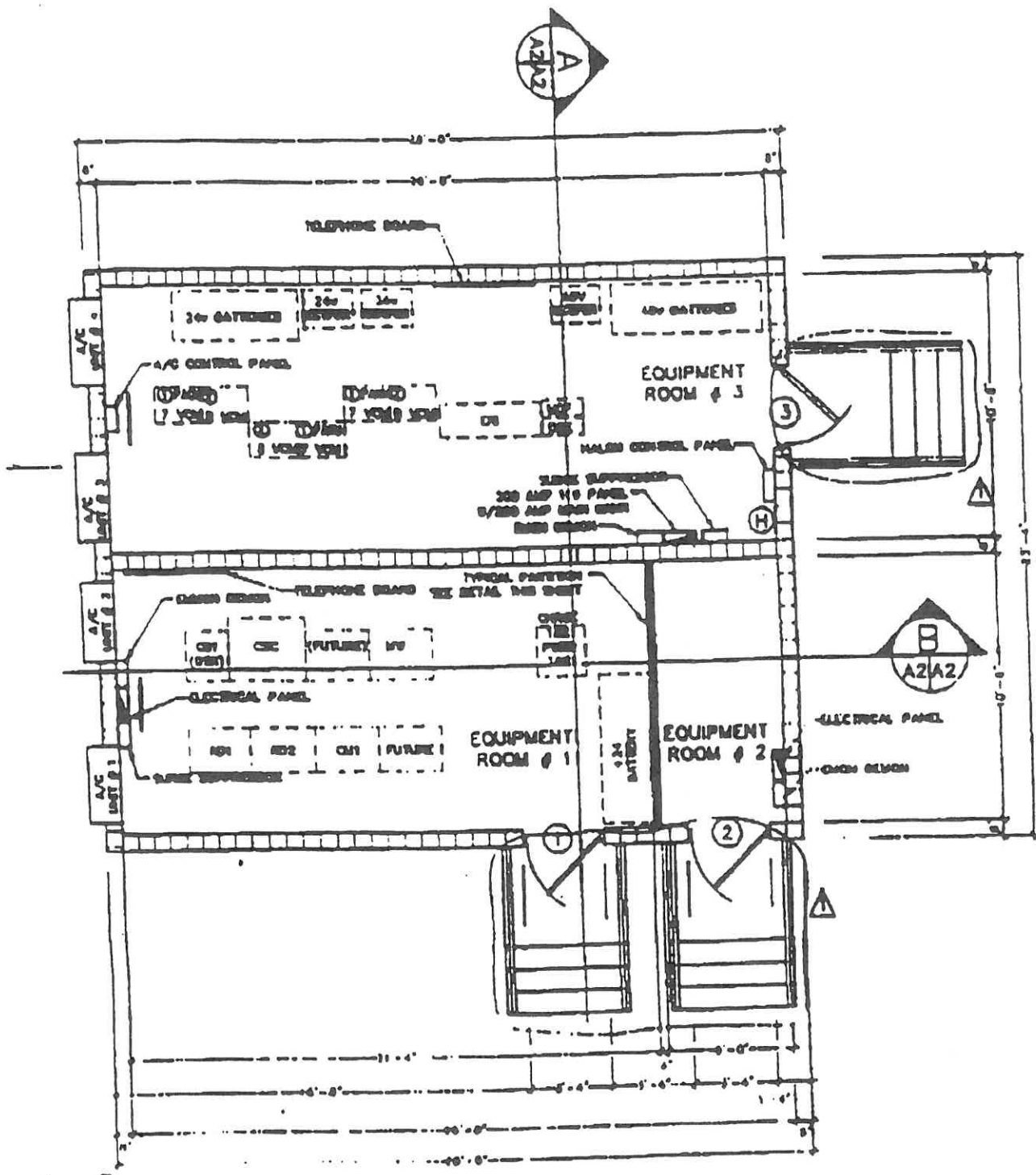


PLAN VIEW

TOWER SITE: PALM CITY, FL.

R2	REVISED PER CUSTOMER INFO. & REQUEST	W/MS	W/MS	KT	TS
R1	REVISED PER CUSTOMER REQUEST	W/MS	W/MS	KT	TS
No. A. Revision Description					
THIS DRAWING IS THE PROPERTY OF ROHN. IT IS NOT TO BE REPRODUCED, COPIED OR TRACED IN WHOLE OR IN PART WITHOUT OUR WRITTEN CONSENT.					
Series Note	By	Date	Title		
Drawn	WEB	3/24/92	DISH & ANTENNA LAYOUT FOR		
Checked	KT	3/24/92	MCCAW COMMUNICATIONS OF FT. PIERCE		
App. Eng.	TS	3/25/92	INC./CENTRAL FLORIDA CELLULAR		
App. Survey	JR	3/26/92	TELEPHONE COMPANY		

R O H N



FLOOR PLAN

COST ASSUMPTION AGREEMENT

THIS COST ASSUMPTION AGREEMENT (this "Agreement") is made as of the _____ day of June 1992 (the "Effective Date"), by and between McCaw COMMUNICATIONS OF FORT PIERCE, INC., a Florida corporation ("McCaw"), CENTRAL FLORIDA CELLULAR TELEPHONE COMPANY, INC., a Florida corporation ("Central") and MARTIN COUNTY SHERIFF'S DEPARTMENT (the "Sheriff").

R E C I T A L S:

A. The Sheriff owns and maintains an existing 150-foot-tall guyed communications tower (the "Old Tower") on a parcel of land (the "Site") in Martin County, Florida, as more particularly described on the Plot Plan attached hereto as Exhibit "A".

B. McCaw and Central have each independently identified the Site as a suitable location for a cellular radio telephone base station ("Cell");

C. The Sheriff, pursuant to that certain Interlocal Agreement between Martin County and the Sheriff, a copy of which is attached hereto and made a part hereof as Exhibit "A-1", is authorized to contract for the construction of the "New Tower" and the "Shelter" (as such terms are hereinafter defined) at the Site, to own the New Tower and Shelter and to enter into leases with respect to the New Tower and Shelter;

D. The Sheriff is willing to demise tower attachment locations and building space at the Site to McCaw and Central for their separate and respective use as a Cell;

E. The Old Tower is inadequate to support McCaw's and Central's equipment necessary for the operation of a Cell;

F. Central has agreed to demolish the old tower, construct a new 140-foot-tall self-supporting communications tower (the "New Tower") and equipment shelter (the "Shelter") on the Site which will be adequate to support McCaw's and Central's equipment necessary for the operation of a Cell and the Sheriff's equipment necessary for the operation of a County transmission/radio system and, in addition, Central has agreed to obtain all necessary

governmental permits and approvals in connection with all of the foregoing (collectively, "Central's Work");

G. Upon completion of Central's Work, McCaw has agreed to reimburse Central for a portion of the construction costs for Central's Work to the extent, and pursuant to the terms, provided for in this Agreement.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Recitals. The aforementioned recitals are true and correct and by this reference incorporated herein.

2. Construction. Sheriff hereby agrees to permit Central's Work at the Site, which approval is effective as of the Effective Date. Central, at its sole cost and expense, shall cause Central's Work to be promptly commenced and diligently completed on the Site in a good and workmanlike manner, in accordance with plans and specifications previously approved by McCaw and the Sheriff, such approval not to be unreasonably withheld or delayed. Central's Work shall include, but not be limited to, removal of the Old Tower from the Site, construction of the New Tower and the Shelter and the obtaining of all necessary governmental approvals and permits necessary for Central's Work, all of which shall be completed in accordance with the standards set forth above no later than June 30, 1992 (the "Completion Date"). In the event Central's Work is not completed by the Completion Date and provided McCaw has not taken actual possession of the New Tower and Shelter, McCaw shall have the right to terminate this Agreement by providing written notice of such election to Central and the Sheriff, and, in such event, McCaw shall be relieved of all obligations whatsoever hereunder, including, without limitation, the obligation for payment of "McCaw's Share" (as hereinafter defined). In the event McCaw elects to terminate this Agreement as provided above, McCaw shall also be relieved of all of its obligations to Central and the Sheriff including, but not limited to, its obligations in connec-

tion with this Agreement and the "McCaw Lease" (as defined below), the Sheriff shall be relieved of all of its obligations to McCaw in connection with this Agreement and the McCaw Lease and, provided Central has used its best efforts to complete Central's Work hereunder, upon such termination, Central shall have no further obligations or liability to McCaw. Notwithstanding the foregoing provisions, in the event McCaw does not terminate this Agreement as provided above, then this Agreement and the McCaw Lease shall not be terminated pursuant to this Section and neither McCaw, the Sheriff nor Central shall be relieved of its obligations under this Agreement and/or the McCaw Lease pursuant to this Section. Central and McCaw hereby acknowledge and agree that the Sheriff makes no warranties, guaranties or representations that Central's Work shall be sufficiently and/or timely completed by the Completion Date.

Within thirty (30) days following the Effective Date, but in all events prior to Central commencing Central's Work, Central shall:

i) Submit to McCaw for McCaw's prior written approval, which approval shall not be unreasonably withheld or delayed, detailed plans and specifications for all of Central's Work prepared by an architect reasonably satisfactory to McCaw;

ii) Obtain McCaw's written approval of the general contractor and all sub-contractors which Central intends to use in connection with Central's Work;

iii) Apply for and obtain all required governmental approvals and permits necessary for the commencement of Central's Work; and

iv) Provide a complete list of all approved general contractors and sub-contractors who will be working in connection with Central's Work.

Within five (5) days after the completion of Central's Work, Central shall provide written notice to McCaw that Central's Work has been completed. Within ten (10) days of McCaw's receipt of such notice, McCaw shall have the option to inspect and approve Central's Work to insure that Central's Work was performed in

accordance with the plans and specifications previously approved by McCaw and to insure that no defects exist in Central's Work, including, without limitation, the New Tower and the Shelter. If McCaw determines that (i) any such defects exist or (ii) Central's Work was not performed in accordance with the plans and specifications previously approved by McCaw, McCaw shall notify Central and Central shall thereafter promptly correct the defect(s) and/or conform Central's Work to the previously approved plans and specifications, at Central's sole cost and expense.

3. Project Costs. To the extent Central advances funds in connection with Central's Work in accordance with the budget attached hereto as Exhibit "B" ("Eligible Project Costs"), upon approval of Central's Work, in accordance with Section 2 hereof, and delivery by Central to McCaw of a Sworn Contractor's Affidavit and waivers of lien as may be requested by McCaw, McCaw shall reimburse Central for one-half (1/2) ("McCaw's Share") of the Eligible Project Costs, within thirty (30) days thereof. The provisions of this Section are subject to the provisions of Section 2 above and Section 6 below.

4. Ownership of New Tower and Shelter. Upon the earlier of the date of completion of Central's Work in accordance with the terms of this Agreement or the date McCaw takes actual possession of the New Tower and the Shelter (the "Commencement Date") the parties hereby acknowledge that the Sheriff shall be deemed the owner of the New Tower and the Shelter; provided, however, that the Sheriff shall lease space in the New Tower and the Shelter to both Central and McCaw independently, it being expressly acknowledged that such leases are a material consideration for McCaw and Central entering into this Agreement and the terms of such leases shall each commence on the Commencement Date.

5. Sheriff's Recourse. The Sheriff hereby acknowledges that it shall look solely to Central for construction of the New Tower, the Shelter, performance of Central's Work, and all matters to be performed in connection therewith, and shall have no claim against McCaw for any matter arising under this Agreement, including,

8. Notices. Any notice, demand or other communication ("Notice") required pursuant to this Agreement shall be sent by registered or certified mail and the giving of such Notice shall be deemed complete upon the mailing of such Notice in a United States Post Office with postage charges prepaid addressed to the person intend to be given such Notice at the following address:

If to McCaw: McCaw Communications of Florida, Inc.
 1420 N.W. 23rd Avenue
 Fort Lauderdale, Florida 33311
 Attn: Lawrence D. Schiller,
 Site Acquisition Manager

If to Central: Central Florida Cellular
 c/o U.S. Cellular
 Attn: Real Estate
 8410 West Bryn Mawr
 Suite 700
 Chicago, Illinois 60631

If to the Sheriff: Martin County Sheriff's Department
 Attn: James D. Holt
 800 S.W. Monterey Road
 Stuart, Florida

9. Representations. Each of the parties hereto represents to the other that it has full power and authority to enter into this Agreement and any other agreements contemplated hereby, and to perform the obligations imposed upon such party hereunder.

10. Attorneys Fees. In the event of any litigation between the parties under this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and court costs at the trial and all appellate levels.

11. Governing Law. This Agreement shall be construed and governed in accordance with the laws of the State of Florida.

12. Entire Agreement. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto, respectively, and shall not be changed, altered or modified except by an instrument in writing signed by the party against whom such enforcement or change would be sought.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

WITNESSES:

MCCAW COMMUNICATIONS OF FORT
PIERCE, INC., a Florida
corporation

Deborah C. McBride
Name: DEBORAH C. MCBRIDE

Name: _____

By: [Signature]
Name: JOHN D. CASAMASSINA
Title: VICE PRESIDENT OF OPERATIONS
Address: 1420 N.W. 23rd Ave.
Fort Lauderdale, FL 33311

CENTRAL FLORIDA CELLULAR
TELEPHONE COMPANY, INC., a
Florida corporation

Name: _____

Name: _____

By: _____
Name: _____
Title: _____
Address: c/o U.S. Cellular
8410 Wet Bryn Mawr, Suite 700
Chicago, IL 60631

MARTIN COUNTY SHERIFF'S DEPART-
MENT

Name: _____

Name: _____

By: _____
Name: _____
Title: _____
Address: 800 S.W. Monterey Rd.
Stuart, Florida

STATE OF FLORIDA)
COUNTY OF BROWARD Palm Beach)

SS:

The foregoing instrument was acknowledged before me this 15th
day of July, 1992 by JOHN D. CASAMASSINA as _____
Vice President-Operations of MCCAW COMMUNICATIONS OF FORT PIERCE, INC.,
a Florida corporation, on behalf of the corporation. He/~~she~~/they
personally appeared before me, is/~~are~~ personally known to me ~~or~~
~~produced~~ _____ as identification, and [did] [did
not] take an oath.

[NOTARIAL SEAL]

Notary: [Signature]
Print Name: CHERYL L. MCQUISTON
Notary Public, State of Florida AA735937
My commission expires: _____

NOTARY PUBLIC; STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES DECEMBER 25, 1993
BONDED THRU HUCKLEBERRY & ASSOCIATES

STATE OF ILLINOIS

COUNTY OF COOK

)
)
)

SS:

The foregoing instrument was acknowledged before me this ____ day of June, 1992 by _____ as _____ of CENTRAL FLORIDA CELLULAR TELEPHONE COMPANY, INC., a Florida corporation, on behalf of the corporation. He/she/they personally appeared before me, is/are personally known to me or produced _____ as identification, and [did] [did not] take an oath.

[NOTARIAL SEAL]

Notary: _____
Print Name: _____
Notary Public, State of Illinois
My commission expires: _____

STATE OF FLORIDA

COUNTY OF _____

)
)
)

SS:

The foregoing instrument was acknowledged before me this ____ day of June, 1992 by _____ as _____ of MARTIN COUNTY SHERIFF'S DEPARTMENT on behalf of the Department. He/she/they personally appeared before me, is/are personally known to me or produced _____ as identification, and [did] [did not] take an oath.

[NOTARIAL SEAL]

Notary: _____
Print Name: _____
Notary Public, State of Florida
My commission expires: _____

EXHIBIT "E"

TENANT IMPROVEMENTS

Improvements as shown on plans and specifications as prepared by Peter S. Thomas, Architect, Job Number 91225, dated December 20, 1991 and revised January 9, 1992. These plans and specifications are enumerated as follows: SP-1, A-1, A-2, E-1, E-2, E-3 and M-1. More specifically, improvements as they apply to Equipment Room #3 as identified on the above drawings.

EXHIBIT "F"

BEFORE THE BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

RESOLUTION NO. 92-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARTIN COUNTY CLARIFYING THE INTENT OF AN INTERLOCAL AGREEMENT BETWEEN THE SHERIFF AND THE COUNTY WHICH AUTHORIZES SHERIFF TO NEGOTIATE A LEASE PURCHASE FOR A COUNTY-WIDE RADIO SYSTEM.

WHEREAS, the Martin County Sheriff's Department (the "Sheriff") and Martin County entered into an Interlocal Agreement on April 23, 1991 which authorizes and directs the Sheriff to negotiate and enter into a lease/purchase agreement to implement a county-wide trunk radio communications system (the "Interlocal Agreement"); and

WHEREAS, the Interlocal Agreement contemplates that the Sheriff will enter into a multi-year agreement which provides for the lease and subsequent ownership of the system in the name of the Sheriff; and

WHEREAS, the Interlocal Agreement provides for the termination of the Interlocal Agreement by either party on October 1 of any year by providing written notice to the other party before February 1 of that year; and

WHEREAS, the County upon request by certain parties wishes to clarify certain matters regarding the Interlocal Agreement prior to the parties acting in reliance upon the authority granted therein; and

WHEREAS, the purpose of this Resolution is to clarify the authority of the Sheriff pursuant to the Interlocal Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MARTIN COUNTY:

1. The Sheriff or its authorized agent has the authority pursuant to the Interlocal Agreement to construct and place a communications tower and equipment building, to be owned by the Sheriff, on County owned real property.
2. The County acknowledges that in the event the Interlocal Agreement between the County and the Sheriff is terminated, that such termination shall not affect any agreements or leases regarding the tower entered into by the Sheriff so long as the Sheriff retains ownership of the tower described herein.

DULY PASSED AND ADOPTED THIS _____ DAY OF _____, 1992.

ATTEST:

BOARD OF COUNTY COMMISSIONERS,
MARTIN COUNTY, FLORIDA

MARSHA STILLER, CLERK

MARY E. DAWSON, CHAIRMAN

APPROVED AS TO FORM AND
CORRECTNESS:

NOREEN S. DREYER
COUNTY ATTORNEY