INVITATION TO BID FOR PROPOSAL 50-96596

BID SPECIFICATION

LEASE CONTRACT FOR WIRELESS COMMUNICATION SERVICES

The Parish of Jefferson is soliciting bids from firms interested in leasing Jefferson Parish property for the purpose of installing wireless communications facilities in accordance with Sec. 2-877.3 of the Code of Ordinances of Jefferson Parish.

Sealed bids will be received by Jefferson Parish in the Purchasing Department, Suite 4400, Jefferson Parish General Government Building, 200 Derbigny Street, Gretna, Louisiana 70053 until **2:00 p.m.**, local time on **THURSDAY, FEBRUARY 25, 2010** and publicly opened upon completion of administrative tasks.

A pre-bid conference will be held in the in the Purchasing Department, Suite 4400, Jefferson Parish General Government Building, 200 Derbigny Street, Gretna, Louisiana 70053 on **FRIDAY, FEBRUARY 12, 2010** at **10:00 a.m.** for all persons interested in bidding on these specifications. The purpose of the conference will be to answer any questions concerning these specifications and to receive any requests for amendments to the specifications as suggested by interested proponents. Jefferson Parish makes no assurances that any such requested amendments will be accepted.

1. BACKGROUND

On June 2, 1999, the Jefferson Parish Council passed Sec. 2-877.3 of the Code of Ordinances authorizing the Parish of Jefferson, or any sub districts within the parish, to lease its property for the installation of equipment and/or towers related to the wireless transmission of intelligence. Jefferson Parish is now seeking bids from qualified companies who can comply with requirements of that ordinance and who have an interest in leasing certain Jefferson Parish property for the purposes of installing wireless communications facilities.

2. SCOPE OF LEASED PROPERTY

The scope of the property to be leased is as follows: (Please see the attached Exhibit A for a full legal description of these properties)

A. Monopole. A portion of raw land at Delta Playground approximately 8' by 10' for replacement of an existing light standard with a 90' monopole which will serve as a light standard and as a monopole capable of

holding antennas for three carriers. Additionally the proposed site will house ancillary equipment associated with operation of the cellular transmissions.

B. Equipment Shelter. A portion of raw land at Delta Playground approximately 11' 6¼" by 16' 0¼" which will house ancillary equipment and facilities associated with operation of the cellular transmissions.

C. Underground Cable Easement. A right of use over a portion of raw land approximately 5' by 15' which will contain buried cabling and wiring and which will run between the proposed monopole and the proposed equipment shelter.

GPS Coords: Lon W 90.13.22.71
Lat N 29.59.17

3. LEASE CONTRACT

The successful bidder will be required to execute a lease, a copy of which is attached hereto as Exhibit B. The initial term of the lease shall be five (5) years with four (4) five year options to renew. The minimum acceptable bid for the lease of the location specified in paragraph No. 2 shall be, at a minimum, in conformity with the appraisal(s) attached hereto and marked as Exhibit C. No bid shall be considered unless it meets or exceeds the market value, i.e. the appraised price.

The successful bidder shall provide insurance as required by the general conditions presented in this specification and the form lease attached as Exhibit B including workers= compensation, commercial general liability and owner=s protective liability and builders risk insurance. Further, the successful bidder shall be responsible for payment of all fees including appraisals, property abstracts, attorney fees and other costs directly associated with preparation of the lease and equipment specifications. Such fees shall be due and payable at the time of execution for the lease agreement. Such fees are estimated to be, approximately $7,500.

The successful bidder shall be obligated to obtain written approval of the Parish for any and all sub leases for co-location purposes with other communications entities and to share proportionate at sublease revenues with the Parish receiving a minimum of 40% of such revenues. In connection with subleases for co-location, the sublessees will be required to execute a lease similar in form to the attached exhibit and to bear any and all costs as specified above.

4. SPECIFICATIONS

Specifications for the leased sites are attached as Exhibit D showing the exact location of each antenna, equipment shelter and /or other equipment to be installed at each location and the space available for the installation. All construction and/or related installations have been approved by the heads of the departments managing the above property. All constructions and/or related installations must be installed in accordance with the specifications attached as Exhibit D.

5. EXISTING USE

The subject property is in use as a playground.

6. LOCATOR MAP

A locator map is attached hereto as Exhibit E.

7. PROPOSAL REQUIREMENTS

The bidder shall carefully read the general conditions provided by the specifications. The bidder shall state any exceptions to the general conditions, and the reasons for the exception. Note that the Parish is extremely reluctant to grant exceptions from the general conditions.

The bidder shall demonstrate that it has the requisite financial ability and technical experience in the wireless communications field, and shall furnish proof of same.

BID SHEET

BID AMOUNT FOR THE INITIAL YEAR OF THE FIRST FIVE YEAR TERM

1. Delta Playground Lease Site: $21,000 annually

The bidder hereby acknowledges that bids may be rejected by the Parish if any of the following are not executed or provided by the bidder:

The bid must be signed by the authorized representative of the bidder. Proof of the authority of said representative must be furnished in the form of a notarized affidavit to be returned with the bid.

_____
Signature of Corporate Designee
Print Name:_____

_____
Firm/Company Name

_____
Address of Bidder

_____
City/State/Zip of Bidder

LEGAL PROPERTY DESCRIPTION FOR DELTA PLAYGROUND LEASE SITE

THAT CERTAIN PIECE OR PORTION OF GROUND CONSISTING OF:

PLOT Y-1, LYNN PARK SUBDIVISION, UNITS 3 & 4, AS PER PLAN OF RESUBDIVISION DATED 12/01/1966, RECORDED COB 649, FOLIO 92, BEARING MUNICIPAL ADDRESS 8301 WEST METAIRIE AVENUE, METAIRIE, LOUISIANA.

THE COORDINATES FOR THE ABOVE PORTION OF GROUND BEING: N29-59-17 & W90-13-22.71.

EXHIBIT
A

LEASE AGREEMENT

This Lease Agreement ("Agreement') is entered into as of this ____ day of _____, 20___, (the "Effective Date") by and between the Parish of Jefferson ("LESSOR"), represented herein by _____, Council Chairman, duly authorized to act by Resolution No. _____, adopted on the _____ day of _____, 20___, and _____ ("TENANT"), authorized to do and doing business in the Parish of Jefferson, State of Louisiana, represented herein by _____, its _____, duly authorized to act by virtue of the resolution attached hereto as Exhibit "C."

I. TERM

(a) This Agreement shall be for an Initial Term of 5 (five) years to commence on the date the Premises are Ready for Occupancy or the date TENANT begins construction on the Premises, whichever is sooner (the "Commencement Date"). For the purposes of this Agreement, "Ready for Occupancy" shall mean the earlier of: (i) the date on which all certificates, permits and other approvals required by any federal, state or local governmental authorities for the operation of TENANT'S equipment on LESSOR'S property are obtained, or (ii) one hundred and eighty (180) days from the Effective Date; provided however, if TENANT has used its best efforts to secure the necessary certificates, permits and approvals and they have not been obtained within such one hundred and eighty (180) day period, but said certificates can be obtained within one hundred and eighty (180) additional days, then TENANT shall have such additional period of time (not to exceed one hundred and eighty (180) days) as is reasonably necessary to obtain the necessary certificates, permits and approvals so long as TENANT diligently and continuously pursues them. In no event, however, shall the Commencement Date occur more than three hundred sixty (360) days from the Effective Date of the Agreement.

(b) TENANT shall have the option to extend the term of this Agreement for four (4) additional 5 (five) year terms. The option for the first extended term shall be deemed automatically exercised without notice by TENANT to LESSOR, unless TENANT gives LESSOR written notice of its intention <u>not</u> to exercise such extension option at least six (6) months prior to the end of the Initial Term. For each subsequent extension term option, TENANT must give LESSOR written notice of its intention to exercise such option at least six (6) months prior to the end of the then-current term. Should TENANT fail to provide LESSOR with such notice, this Agreement shall terminate at the end of the then-current term.

(c) In consideration of the payment of One Thousand Seven Hundred Fifty and No/100 Dollars ($1,750.00) (the "Option Fee") by TENANT to LESSOR, LESSOR hereby agrees to grant to TENANT a period of time not to exceed twelve (12) months (the "Option Period") during which the commencement of the Initial Term of this Agreement and TENANT's obligations hereunder shall be suspended. In order to avail itself of the Option Period, within thirty (30) days following the date of execution of this Agreement, TENANT must both inform LESSOR in writing of its intent to exercise the option and pay the Option Fee to LESSOR. In such event, the Option Period shall be deemed to have commenced as of the date of execution of this Agreement. At any time during the pendency of the Option Period, TENANT may either (i) terminate this Agreement at TENANT's sole discretion upon written notice to LESSOR, or (ii) forego the remainder of the Option Period upon written notice to LESSOR. Upon expiration or relinquishment of the Option Period, the Initial Term of the Agreement shall commence, and the terms and conditions of this Agreement shall binding and fully enforceable against TENANT

II. PREMISES

LESSOR hereby leases to TENANT for the installation, operation, maintenance and storage of a wireless communication antenna and related equipment that certain portion of a parcel of property in the Parish of Jefferson, State of Louisiana, all as more fully shown on the attached site plan marked as Exhibit "A-1" and legal description marked as Exhibit "B" (the "Premises"). TENANT acknowledges that the lease entered herein is only for a portion of the property described on Exhibit "B".

EXHIBIT
B

III. RENT

(a) The rent for first year of the Initial Term shall be Twenty One Thousand and No/100 Dollars ($21,000.00) per year, payable in equal monthly installments of One Thousand Seven Hundred Fifty and No/100 Dollars ($1,750.00), in advance, on or before the first day of the month, to LESSOR at the address for LESSOR stated in Section X or such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date. The first payment of rent will be due on the Commencement Date and shall be pro-rated for the portion of that calendar month remaining, plus the following month. The rent will be payable monthly in advance for the remainder of the term of the Agreement. The rent will increase five percent (5%) per annum, compounded annually during each year of the Initial Term and the first extended term.

(b) Six (6) months prior to the expiration of the first extended term and any additional extended term, LESSOR shall provide TENANT with an appraisal of the Premises by a Parish-approved qualified appraiser familiar with the market value of the lease of sites for the installation of wireless communication antennae and/or towers. Said appraised new market value of the Premises shall be the rent for the following duly-exercised extended term; provided however, in the event that this appraisal is lower than the rent during the last year of the expiring extended term, the rent for the first year of the next extended term shall be five percent (5%) more than the rent for the last year of the expiring term and shall increase five percent (5%) per annum, compounded annually during each year of each extended term. All appraisal fees are to be paid by TENANT. If TENANT does not approve of the appraisal, TENANT shall notify LESSOR in writing at least three (3) months prior to the expiration of the then current extended term, and the Agreement shall expire at the end of the then current term.

(c) Rent shall be increased proportionally to any increase in space necessitated by additions to the TENANT'S improvements described in Section IV.

(d) TENANT shall pay to LESSOR, in addition to monthly rentals, any and all increases in the maintenance and/or renovation costs to the Premises and the surrounding property of any type, which are incurred by LESSOR and which result from TENANT'S antenna system, light pole(s), and/or related equipment and buildings and/or use of the Premises.

(e) LESSOR specifically waives the lessor's privilege and pledge, provided by the Louisiana Civil Code and other authorities, upon the TENANT'S equipment and improvements on the Premises. As consideration for such waiver, TENANT agrees to deposit with LESSOR a sum equal to one-half (1/2) of the annual rent for the first year of the Initial Term as security for payment of the rental and other charges under the terms of this Agreement. Said security deposit will be returned to TENANT at the termination or expiration of the Agreement less any amounts of unpaid rent or other charges or expenses owed by TENANT to LESSOR. LESSOR will hold TENANT's security deposit in an interest-bearing account, and interest thereon shall accrue to LESSOR.

(f) All taxes and assessments on the Premises directly resulting from any installation or modification of TENANT'S property shall be the responsibility of the TENANT.

(g) No improvements made by TENANT shall be deemed to be for the benefit and immediate use of LESSOR in order that no mechanic's or other liens for such improvements shall be allowed against LESSOR'S estate. In the event liens are filed against LESSOR'S estate, TENANT shall post a proper bond or discharge any lien encumbering the premises as a result of work and/or activities done by or authorized by TENANT within ten (10) days after TENANT becomes aware of the existence of a lien. TENANT shall be responsible for all costs and attorney fees related to any such liens.

IV. SPECIFICATIONS OF IMPROVEMENTS AND WORKS

(a) **Antenna, Equipment.** See attached plans, identified as Exhibit "A-1" showing location and details of installation of antenna(s), monopole(s), masts, etc.

(b) **Equipment Shelter.** See attached plans, identified as Exhibit "A-1" showing location and details of equipment shelter and peripherals.

(c) **Utility Easement.** See attached plans, identified as Exhibit "A-1" showing location and details of utility easement, if applicable.

(d) The plans and specifications for all of TENANT'S improvements shall be approved and stamped by a professional engineer licensed to practice in the State of Louisiana and shall be drawn to scale.

V. OPERATION OF THE EQUIPMENT AND ACCESS TO THE LOCATION

(a) LESSOR grants TENANT the right for ingress and egress to the Premises, seven (7) days a week, twenty-four hours (24) a day, on foot or motor vehicle, including trucks for installation and maintenance of utility wires, cables, conduits and pipes, over, under or along a right of way as necessary to secure the electric power, telephone or any other utilities that shall be required to install and operate TENANT'S antenna(s) on LESSOR'S property, all as shown on Exhibit "A-1". TENANT shall be solely responsible for all expenses related to any construction, permits, etc. related to the implementation of TENANT'S access required for the installation, operation or maintenance of TENANT'S equipment. In addition, TENANT shall be solely responsible for any and all lights or any other warning devices or other safety items, including but not limited to fencing, warning and identification signage and lighting, required by the Federal Aviation Agency, the Federal Communications Commission or any other federal, state or local authority because of the installation, operation or maintenance of TENANT'S equipment located anywhere on the Premises.

(b) The positions on and/or the parcel leased by LESSOR to TENANT are to be used only for the installation, maintenance, and operation, all at TENANT'S sole expense, of the following wireless communication equipment and associated antennas:

> Wireless communication antenna systems and associated equipment consisting of antenna arrays (*i.e.,* one or more antennas with their associated support equipment, interconnected, which comprise a single system), plus cabling, brackets, generator(s) equipment shelter, electrical service, fencing and any and all supporting structures for such systems and equipments, etc., are to be located on LESSOR'S property as described in Exhibit "A-1". The antenna systems will be mounted as shown on plans identified as Exhibit "A-1". LESSOR grants to TENANT the right to survey the property, to take measurements, make calculations, and to note other structures, setbacks, uses or other information as deemed by TENANT to be relevant and pertinent, as such information relates to LESSOR'S property. Cost for all such work shall be borne by TENANT.

(c) In addition TENANT shall be responsible for the following:

(1) To install, at its sole expense, a lockable gate across the above described right of ingress and egress sufficient to properly secure the enclosure surrounding the TENANT'S improvements on the leased location.

(2) To properly secure, lock, and maintain said gate at all times during the term of this Agreement.

(3) To provide to LESSOR, at TENANT'S sole expense, with keys to said locks and gate.

(4) To insure that TENANT use of the Premises does not interfere with the security, use and/or maintenance of the facility and/or any operations of any type by LESSOR on the Premises and surrounding property.

(5) To install, at TENANT'S sole expense, an electrical power source, feeder lines and meter, etc., for the operation and maintenance of TENANT'S equipment.

TENANT shall provide a separate meter for the electricity needed to power TENANT'S equipment. In the event that TENANT requires an electric power supply different from the power currently available on the leased location, the TENANT shall so notify the LESSOR, in writing, indicating the specifications of TENANT'S additional requirements. LESSOR shall utilize its normal contractor to effect the construction and implementation of said requirements as may be allowed by local jurisdictions. TENANT shall be responsible for costs associated with said work and LESSOR shall pass through to the TENANT all costs associated with TENANT'S additional requirements. LESSOR shall invoice TENANT for said costs on the first day of the month following completion of such work at which time said invoices shall become due and payable within ten (10) days of the mailing of such invoice to TENANT; said invoice shall include a reasonable handling fee not to exceed ten (10) percent of the total charge.

(6) To provide security and safety fencing around their equipment.

(7) To provide and maintain landscaping where appropriate within the Premises.

(d) If at any time during the term of this Agreement, the Premises are abandoned by TENANT for a period of over sixty (60) days, LESSOR shall have the option to terminate the Agreement as abandoned. Within thirty (30) days of LESSOR'S notice of such termination, TENANT shall remove its equipment from the Premises. If said equipment is not removed by TENANT, LESSOR has the option to disconnect and remove said equipment, after providing TENANT with ten (10) days written notice of LESSOR'S intent to remove such equipment. LESSOR is not responsible for any damages to or loss of TENANT'S removed equipment and TENANT shall be responsible to reimburse LESSOR for removal and storage costs of equipment removed by LESSOR. Further, LESSOR shall not be responsible for any loss of profits or other business losses of any type resulting from the removal of TENANT'S equipment.

(e) TENANT shall use the Premises only for the purpose of constructing, maintaining and operating a wireless communication facility and uses incidental thereto, consisting of a building or buildings as necessary now or in the future to shelter telecommunications equipment and all necessary connecting appurtenances, as detailed in Exhibit "A-1". A security fence shall be placed around the perimeter of the Premises (not including any access easement); said fence may be chain link construction, wood or similar but comparable construction at the option of LESSOR. All improvements, including but not limited to safety requirements, shall be at TENANT'S expense. TENANT will maintain the Premises in a reasonable condition. Any multi-use structure constructed by TENANT on the Premises for the location of TENANT'S equipment shall be maintained by TENANT, unless otherwise agreed in writing.

(f) TENANT shall obtain prior written consent from LESSOR to add to or alter the antenna, antenna system, buildings, or other facilities and/or equipment described and/or shown on Exhibit "A-1" except for upgrades to equipment which do not result in any increase in the size, or location, of such equipment. Prior written consent shall also not be required in the event of an emergency. Except as outlined in Section XI, TENANT shall obtain prior written permission from LESSOR before entering into a sublease to another entity of any portion of the Premises including a sublease on a Parish structure or on a structure constructed by TENANT on LESSOR'S property.

(g) Interference with Equipment.

(1) LESSOR has no responsibility regarding the licensing, coordination of the location of the antenna or functioning of any of TENANT'S equipment located on the Premises.

(2) All frequency interference inquiries and complaints regarding interference shall be to the Federal Communications Commission and shall be the sole responsibility of TENANT.

(3) TENANT shall not in any way interfere with the LESSOR'S use of the

Premises for any legitimate purpose including the installation of communication equipment; however, such communication equipment shall not interfere with the functioning of TENANT'S equipment installed on the Premises prior to the installation of LESSOR'S equipment.

(4) LESSOR shall in no way be responsible for the detection or removal of equipment that may interfere with the operation of TENANT'S equipment and TENANT shall have no recourse whatsoever against LESSOR for such interference. TENANT'S sole remedy for such interference shall be to report the alleged interfering operator to the Federal Communications Commission or any other applicable regulatory agency.

(5) Nevertheless, LESSOR shall require any future tenant to test its equipment before permanently installing it on the Premises to ascertain that said equipment will not cause interference with the operation of the equipment of LESSOR'S existing tenants at that time. Any future tenant's equipment shall not be allowed to be permanently installed on the Premises until said future tenant has furnished written certification to any existing tenant that requests proof that such tests have shown that the equipment of said future tenant will not cause interference with the operation of existing tenant(s)' equipment. It will be the sole responsibility of existing tenant(s) to request said certification from future tenant(s).

(6) Under no circumstances shall LESSOR be responsible for any loss of profits or other business losses of any type resulting from interference in the operation of TENANT'S equipment by the operations of other equipment on the same location or on any other location.

(h) TENANT hereby covenants that it shall bring onto the Premises no hazardous substances, hazardous wastes, pollutants, asbestos, polychlorinated biphenyls (PCBs), petroleum or other fuels (including crude oil or any fraction or derivative thereof) or underground storage tanks (collectively, "Environmental Hazards") other than those substances permitted by law and necessary to operate TENANT'S facility including emergency generators, if any. For purposes of this Agreement, the term "hazardous substances" shall be defined in the Comprehensive Environmental Response, Compensation, and Liability ACT. (42 U.S.C. Section 6901 et seq.) (RCRA) and any regulations promulgated pursuant thereto. The terms "pollutants" shall be defined in the Clean Water Act (33 U.S.C. Section 1251 et seq.), and regulations promulgated pursuant thereto. TENANT agrees to indemnify, save and hold harmless LESSOR, its successors and assignees, and their respective present and future officers, employees and agents (collectively, the "Indemnitees") from and against any and all liabilities, penalties, fines, forfeitures, demands, damages, losses, claims, causes of action, suits, judgments, and costs and expenses incidental thereto (including, but not limited to, the cost of defense, settlement, and reasonable attorney's fees) that the Indemnitees may hereafter suffer, incur, be responsible for or disburse as a result of: (a) any governmental action, order, directive, administrative proceeding or ruling; (b) personal or bodily injuries (including death) or damage (including loss of use) to any property (public or private); (c) cleanup, remediation, investigation or monitoring or any pollution or contamination of or adverse effects on human health or the environment; or (d) any violation or alleged violation of laws, statutes, ordinances, orders, rules or regulations of any governmental entity or agency directly or indirectly caused by or arising out of any Environmental Hazards existing on or about the Premises but only to the extent that any such existence is caused by the activities of TENANT'S officers, directors, employees, agents, or invitees. This provision shall survive the termination or expiration of this Agreement.

VI. LIABILITY/INSURANCE/INDEMNITY

(a) TENANT, prior to occupying the Premises or commencing work, shall provide, at its own expense, proof of the following insurance coverage by insurance companies authorized to do business in the State of Louisiana. Insurance is to be placed with insurers with an A.M. Best rating of no less than A:VI. This requirement will be waived for worker's compensation coverage placed with companies who participate in the State of Louisiana Worker's Compensation Assigned Pool or the Louisiana Worker's Compensation Corporation.

(1) Worker's Compensation Insurance: As required by Louisiana State Statute exception; employer's liability limit shall be $1,000,000 per occurrence when work is to be over

water and involves maritime exposures, otherwise this limit shall be no less than $500,000 per occurrence.

(2) Commercial General Liability Insurance with a Combined Single Limit per occurrence for bodily injury and property damage. This insurance shall include coverage for bodily injury and property damage, and indicate on the certificate of insurance the following:

(i) Premises-operations;
(ii) Broad form contractual liability;
(iii) Products and completed operations;
(iv) Use of contractors and sub-contractors;
(v) Personal Injury;
(vi) Board form property damage;
(vii) Explosion, collapse and underground (XCU) coverage.

"COMBINED SINGLE LIMITS:"

GENERAL CONTRACTS – $1,000,000
NEW CONSTRUCTION/RENOVATIONS – $1,000,000

(3) Business Automobile Liability Insurance with a Combined Single Limit of $500,000 per occurrence for bodily injury and property damage, unless otherwise indicated. This insurance shall include coverage for bodily injury and property damages for the following:

(i) Any automobiles;
(ii) Owned automobiles;
(iii) Hired automobiles;
(iv) Non-owned automobiles;

(4) Fire and Extended Coverage Insurance with a Combined Single Limit of $500,000 per occurrence with LESSOR as well as the Parish of Jefferson as additional insured(s).

(b) LESSOR has the right but not the obligation to review and approve all certificates of insurance prior to the signing of this Agreement.

(c) An umbrella policy or excess may be used to meet minimum requirements. All property losses to LESSOR'S property for which TENANT is responsible, shall be payable to LESSOR and adjusted with the Jefferson Parish Risk Management Department.

(d) Should there be a material change in TENANT'S insurance policies as required in this Agreement during the term of this Lease, TENANT shall give LESSOR thirty (30) days notice as to said changes and will submit a certificate of insurance naming LESSOR as an additional insured.

(e) Failure of TENANT to take out and/or maintain insurance shall not relieve TENANT from any liability under this Lease, nor shall the insurance requirements be construed to conflict with the obligations of TENANT concerning indemnification.

(f) In the event that TENANT fails to maintain the insurance required by this agreement, LESSOR shall have the option, but not the obligation, to purchase said required insurance and TENANT shall be obligated to reimburse LESSOR for the cost of said insurance within thirty (30) days of receipt of written notice of demand for said reimbursement.

(g) LESSOR acknowledges that TENANT is or may be a self-insurer with respect to all or a substantial portion of the risks commonly insured against under standard fire and extended coverage and commercial general liability insurance policies. Notwithstanding any provision of the Agreement to the contrary, so long as TENANT or any subsidiary, or principal or other affiliate thereof, and has a substantial net worth, TENANT shall not be required to obtain or maintain any insurance policies otherwise required of TENANT under this Agreement and any such insurance as may be, from time to time, maintained by TENANT will be for the

sole and exclusive benefit of TENANT in furtherance of its risk management and self insurance policies and programs. TENANT must produce to LESSOR financial statements and/or other documentation proving its net; said documentation shall be approved by the Jefferson Parish Risk Management Department before such a TENANT is acknowledged by LESSOR as self-insured.

(h) To the fullest extent permitted by law, TENANT shall protect, defend, indemnify and save LESSOR, its agents, officials, employees, servants, including volunteers, or any firm, company, organization, or individual, or their contractors, or sub-contractors for whom LESSOR may be contracted, harmless from and against any and all claims, demands, loss or destruction of property, actions, and causes of actions of every kind and character, including but not limited to claims based on negligence, strict liability, and absolute liability which may arise in favor of any person or persons on account of illness, disease, loss of property, services, wages, death or personal injury resulting from TENANT'S operations on LESSOR'S property, regardless whether others may be wholly, concurrently, partially, or solely negligent, or strictly liable, or absolutely liable or otherwise at fault, and regardless of any defect in the premises, equipment, or materials, irrespective of whether same pre-existed this agreement, except damages arising out of injuries to, or property claims of, third parties caused by the negligence of LESSOR, its agents, officials, employees. Further, TENANT shall indemnify LESSOR for all reasonable expenses and attorneys' fees incurred by LESSOR in establishing the right to indemnity pursuant to the provisions of this section.

(i) TENANT, at TENANT'S option, may obtain title insurance ("Leasehold Policy") on the leased parcel and parcel upon which the right of way are situated. LESSOR, at TENANT'S expense, shall cooperate with TENANT'S efforts to obtain such title insurance policy by executing documents or obtaining requested documentation as required by the title insurance company.

(j) While in the performance of services or carrying out other obligations under this Agreement, the TENANT shall be acting in the capacity of an independent contractor and not as an employee of the LESSOR. The LESSOR shall not be obliged to any person, firm or corporation for any obligations of the TENANT arising under this agreement.

(k) LESSOR shall indemnify TENANT only for damages to its antenna or equipment caused by the negligence of LESSOR, its agents and employees and LESSOR will take reasonable and prudent precautions to prevent damage to TENANT'S antenna system, *i.e.*, notify TENANT when maintenance work is scheduled to be performed on the leased premises. LESSOR has no responsibility for damage to TENANT'S equipment and/or operations caused by third parties, including persons who may be on LESSOR'S premises by virtue of said premises being public property. In no event shall LESSOR be liable for any interruption of TENANT'S business or services. TENANT shall assume the risk and have no cause of action against LESSOR and/or third parties for damages to its equipment caused by usual and expected uses of the leased premises.

(l) TENANT will be responsible for any and all damages, losses and expenses and will indemnify LESSOR against and from any discovery by any persons of any and all hazardous wastes generated, stored, or disposed of as a result of TENANT'S installation, use or occupancy of LESSOR'S property.

(m) LESSOR will not be responsible for any damages, losses, and expenses whatsoever suffered by TENANT and will not indemnify TENANT against and/or from discovery by any persons of such hazardous wastes generated, stored, or disposed of on the aforementioned property whether before, during or after the term of this Agreement.

(n) TENANT shall certify that the proposed installation shall comply with all applicable industrial, electrical, safety, and building codes and regulations and with all applicable state, federal, or local regulations, present and future, concerning the effects of radio frequency emissions. TENANT'S failure to remain in compliance with said regulations shall be a breach of this Agreement.

VII. TERMINATION

(a) It is understood and agreed that TENANT shall apply for and make a good faith effort to obtain all certificates, permits and other approvals required by any federal, state or local authorities for the operation of TENANT'S equipment on LESSOR'S property. In the event, that during the term(s) of this Agreement, any such certificates, permits or other approvals should be finally rejected, or any such certificate, permit, license or approval issued to TENANT is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority, TENANT shall have the option, but not the obligation to terminate this Agreement.

(b) Written notice of LESSOR'S exercise of its right to terminate and the termination date shall be given to TENANT. Except as provided in subsection (e) below, all rentals paid to said termination date shall be retained by LESSOR. Upon such termination, this Agreement shall become null and void and all the parties shall have no further obligations, including the payment of money, to each other.

(c) TENANT, upon termination of this Agreement, shall, within forty-five (45) days, remove its personal property, improvements, fixtures, and equipment from the Premises and shall restore the Premises to its original above-grade condition, reasonable wear and tear excepted. Upon LESSOR'S written request to TENANT, TENANT shall leave the foundations for the equipment shelter and for the tower as well as the security fence. If a multi-use structure is being removed and the multi-use structure has replaced a prior structure on LESSOR'S property (e.g., a monopole with lights has replaced a prior light standard), TENANT shall have the option to replace the multi-use structure (e.g., a light standard/monopole) with a replacement structure (e.g., a light standard) which shall serve the function(s) of the original structure and this structure shall become the property of LESSOR. If such time for removal causes TENANT to remain on the Premises after termination of this Agreement, TENANT shall pay rent at the then-existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal is completed.

(d) Should LESSOR, at any time during the term of this Agreement, (i) desire to transfer or convey all or any part of the Premises to a third party or (ii) desire to use the Premises for any purposes other than those provided for in Section II, then LESSOR shall have the right to terminate this Agreement upon six (6) months advance notice to TENANT; provided, however, that TENANT shall be afforded the opportunity to re-locate to a mutually acceptable site on the same or other property of LESSOR under such terms and conditions to be agreed to by the parties. All costs of TENANT'S re-location shall be borne solely by TENANT.

(e) If TENANT and LESSOR do not agree to TENANT'S re-location on LESSOR'S property, and TENANT is required to vacate LESSOR'S property, LESSOR will owe a refund to TENANT as follows:

(1) If TENANT is required by LESSOR to vacate the Premises within one (1) year of the Commencement Date, LESSOR will refund one hundred per cent (100%) of the monthly periodic payments that LESSOR has received from TENANT through the date that TENANT is given notice to vacate the Premises;

(2) If TENANT is required by LESSOR to vacate the premises within two (2) years of the Commencement Date, LESSOR will refund forty-five per cent (45%) of the monthly periodic payments of rent that LESSOR has received from TENANT through the date that TENANT is given notice to vacate the Premises;

(3) If TENANT is required by LESSOR to vacate the premises within three (3) years of the Commencement Date, LESSOR will refund thirty per cent (30%) of the monthly periodic payments of rent that LESSOR has received from TENANT through the date that TENANT is given notice to vacate the Premises;

(4) If TENANT is required by LESSOR to vacate the premises within four (4) years of the Commencement Date, LESSOR will refund fifteen per cent (15%) of the monthly periodic payments of rent that LESSOR has received from TENANT through the date that TENANT is given notice to vacate the Premises;

(5) If TENANT is required by LESSOR to vacate the premises within five (5) years of the Commencement Date, LESSOR will refund five per cent (5%) of the monthly periodic payments of rent that LESSOR has received from TENANT through the date that TENANT is given notice to vacate the Premises.

(6) If TENANT is required by LESSOR to vacate the premises later than five (5) years following the Commencement Date, LESSOR shall not make any refund of the monthly periodic payments of rent to TENANT.

(7) Under no circumstances shall LESSOR be required to refund to TENANT more than LESSOR has received from TENANT in monthly periodic payments of rent under this Agreement through the date that TENANT is given notice to vacate LESSOR'S Premises.

(f) Under no circumstances shall LESSOR be responsible for any loss of profits or other business losses of any type resulting from the termination of this Agreement before the expiration of the term of this Agreement.

(g) If the whole of the Premises, or such portion thereof as will make the Premises unusable by TENANT for the purposes herein leased, are condemned by any legally constituted authority for any public use or purpose, then this Agreement shall terminate as of the date when possession of the Premises is taken by public authorities, and TENANT'S rental shall be accounted for as between LESSOR and TENANT as of that date. Any lesser condemnation shall in no way affect the respective rights and obligations of LESSOR and TENANT hereunder.

(h) Default by TENANT

(1) In the event there is a default by TENANT with respect to any of the provisions of this Agreement or its obligations hereunder, including the payment of rent, LESSOR shall give TENANT written notice of such default. Thereafter, TENANT shall have fifteen (15) days in which to cure any monetary default and thirty (30) days in which to cure any non-monetary default; provided, however, that TENANT shall have such extended period as may reasonably be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and TENANT commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSOR may not maintain any action or effect any remedies for default against the TENANT unless and until the TENANT has failed to cure the same within the time periods provided in this paragraph; however, if TENANT is in default of the same or substantially similar obligation under this Agreement two (2) times during the term of this Agreement, then TENANT shall be in default under this Agreement without any notice or opportunity to cure if, during the remainder of the term of this Agreement, TENANT again violates or fails to comply fully with the same or any other substantially similar provisions of this Agreement. At LESSOR's option, default by TENANT shall entitle LESSOR to accelerate this Agreement under which all rent unpaid on the then current term shall become immediately due.

(2) Should TENANT be in default hereunder, LESSOR shall have the option, without further notice or putting in default, such notice being hereby waived, of invoking any or all of the following rights or remedies: (i) proceeding for all past due rent and damages caused by such default, reserving its right to proceed later for the remaining rent payments becoming due hereunder and to enforce later its legal remedies hereunder, and, at LESSOR's option, proceeding for specific performance and/or injunctive relief; or (ii) proceeding for all past due rent and damages caused by such default, declaring all unpaid installments of rent for the entire term of this Agreement immediately due and payable, and proceeding to enforce its rights and remedies hereunder; or (iii) proceeding for all past due rent and damages caused by such default and canceling and terminating this Agreement. All rights and remedies of LESSOR under this Agreement shall be cumulative, and none shall exclude any other rights or remedies granted in this Agreement or allowed by law.

(i) TENANT will give LESSOR immediate notice of any damage to the Premises caused by fire, flood, wind, storm, or other act of nature or by civil commotion ("Casualty"). If the Premises are damaged or destroyed to such an extent that it is no longer usable by TENANT and if such damage or destruction cannot be repaired within ninety (90) days, then either TENANT or LESSOR will have the right, at its option, to terminate this Agreement by notice to the other given within thirty (30) days after the date of the damage or destruction. If either party elects to terminate this Agreement as aforesaid, then this Agreement will come to an end on the date of the Casualty with the same effect as if such date were the original termination date hereof, and all rent will be paid by TENANT through the date of the Casualty. If the Premises are damaged or destroyed by Casualty, but this Agreement is not terminated either because the damage or destruction is not sufficiently extensive to give either party that right or because the parties elect to retain this Agreement in effect, then TENANT will perform repairs or restoration to the Premises at TENANT's cost. TENANT's rent will be abated during the period repairs or restoration are performed by TENANT, not to exceed one hundred and eighty (180) days from the date of the Casualty, in an amount that is proportionate to the portion of the Premises, if any, that cannot be used for TENANT's purposes. TENANT will have no claim against LESSOR in tort, contract or otherwise arising from or as a result of the destruction or any damage to the Premises or any property contained therein, by any Casualty, or from a termination of this Agreement in accordance with this Article.

(j) In any case, LESSOR will not be liable for damages suffered by TENANT, its agents, assigns or customers resulting from delay in repair to the Premises after damage or destruction prevents TENANT'S use of Premises. TENANT further agrees to hold harmless and indemnify LESSOR for any claim resulting from or caused by the interruption of use of the Premises by TENANT when such interference results from damages or destruction caused by fire, wind or other act of nature.

VIII. WARRANTIES

LESSOR assures that LESSOR is seized of good and sufficient title and interest to the Premises. LESSOR further assures that there are no other liens, judgments or impediments of title on the Premises.

It is agreed and understood that this Agreement contains all agreements, promises and understandings between the LESSOR and TENANT and that no verbal or oral agreements, promises or understandings shall be binding upon either the LESSOR or TENANT in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the parties.

IX. SIGNAGE

TENANT shall not place or cause to be placed on the Premises any sign or exterior indication other than those required by federal, state and local law and in addition, one (1) small name plate of not more than two (2) square feet on which the TENANT'S name and twenty-four hour emergency telephone number(s) only are clearly stated. Said sign shall be required for safety purposes.

X. NOTICES

All notices hereunder must be in writing and shall be deemed validly given if sent by a nationally recognized overnight carrier or by certified mail, return receipt requested, and shall be effective upon mailing. All notices shall be addressed as follows (or any other address that the party to be notified may have designated to the sender by like notice):

TENANT:

LESSOR:
Jefferson Parish Attorney's Office
Property Section
1221 Elmwood Park Blvd., Suite 310
Jefferson, LA 70123

XI. ASSIGNMENT

(a) TENANT may not sublet, assign, or otherwise transfer all or any part of its interest in this Agreement or in the Premises without the prior written consent of LESSOR, which consent shall not be unreasonably withheld; provided that: (i) TENANT is not in default of any of its obligations under this Agreement, (ii) all terms and conditions of the proposed assignment or sublease shall be provided to LESSOR in advance, (iii) the proposed sublease or assignment requires the sublessee or assignee to use the Premises for the same purposes as are required in this Agreement and under the same terms and conditions as contained in this Agreement, (iv) LESSOR shall be entitled to Forty Percent (40%) of all revenue received by TENANT from any such assignee or subtenant during the Initial Term of this Agreement, (v) LESSOR shall be entitled to Forty Percent (40%) of all revenue received by TENANT from any such assignee or subtenant during any extended term of this Agreement, and (vi) such assignment or transfer shall not relieve LESSOR from any of its obligations under this Agreement and the proposed sublessee or assignee agrees that it will be solidarily bound with TENANT to LESSOR for the full performance of all of TENANT's obligations under this Agreement. LESSOR's portion of revenue from any assignee or subtenant described above shall be in addition to the rent owed by TENANT as stated in Section III.

(b) Notwithstanding the foregoing subsection (a), TENANT may assign its interest to its principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of TENANT'S assets in the market defined by the Federal Communications Commission in which the Premises is located by reason of a merger, acquisition or other business reorganization. In addition, TENANT may assign, mortgage, pledge, hypothecate or otherwise transfer, without LESSOR'S consent, TENANT'S interest in this Agreement to any financing entity or agent on behalf of any financing entity to whom TENANT has obligations for borrowed money or in respect of guaranties thereof, has obligations evidenced by bonds, debentures, notes or similar instrument, or has obligations under or with respect to letters of credit, banker's acceptances and similar facilities or in respect of the guaranties thereof.

(c) LESSOR may assign all or any part of its interest in this Agreement upon written notice to TENANT.

XII. APPLICABLE LAW AND CHOICE OF FORUM

This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State of Louisiana and the parties hereto submit to the jurisdiction of the 24th Judicial District Court for the Parish of Jefferson, State of Louisiana.

XIII. SEVERABILITY

If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the remaining provisions shall be binding upon the parties and shall be enforceable as though said invalid, illegal or unenforceable provisions were not contained herein.

XIV. BINDS ALL SUCCESSORS

This Agreement shall extend to and bind the heirs, personal representatives and successors of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have signed on the dates indicated below.

PARISH OF JEFFERSON (LESSOR):	**(TENANT):**
_____	_____
By:	**By:**
Its: Council Chariman	**Its:**
Date: _____	**and Authorized Representative**
	Date: _____

ACKNOWLEDGMENT

STATE OF _____

PARISH/COUNTY OF _____

BE IT KNOWN that on the day indicated below, before me, the undersigned notary public, personally came and appeared, _____, who executed the foregoing agreement by and between the Parish of Jefferson and _____, and declared and acknowledged that he is an authorized representative of _____ (as "TENANT"), and that he executed said instrument of his own free will and deed for the uses, benefits and purposes therein expressed, after having read the instrument in full.

WITNESSES:

_____ _____

_____

SWORN TO AND SUBSCRIBED
BEFORE ME, THIS ____ DAY
OF _____, 2009.

_____
NOTARY PUBLIC
Name: _____
Bar/Notary No. _____
Commission Expires: _____

ACKNOWLEDGMENT

STATE OF LOUISIANA

PARISH OF JEFFERSON

BE IT KNOWN that on the day indicated below, before me, the undersigned notary public, personally came and appeared, _____, who executed the foregoing agreement by and between the Parish of Jefferson and _____, and declared and acknowledged that he is an authorized representative of the Parish of Jefferson (as "LESSOR"), and that he executed said instrument of his own free will and deed for the uses, benefits and purposes therein expressed, after having read the instrument in full.

COUNCIL CHAIRMAN:

_____

WITNESSES:

_____

_____

SWORN TO AND SUBSCRIBED
BEFORE ME, THIS ____ DAY
OF _____, 2009.

_____
NOTARY PUBLIC
Name: _____
Bar/Notary No. _____
Commission Expires: _____

SUMMARY APPRAISAL REPORT

PROPOSED COMMUNICATIONS TOWER SITE
DELTA PLAYGROUND
8301 W. METAIRIE AVENUE
METAIRIE, LA, 70003

FILE NO: 09-255A

PREPARED FOR

PATRICIA S. LEBLANC, ESQ.
LEBLANC & BUTLER, LLC
3421 N. CAUSEWAY BOULEVARD
SUITE 301
METAIRIE, LOUISIANA 70002

APPRAISERS

JAMES K. WADICK III, MAI
LOUISIANA CERTIFIED GENERAL
REAL ESTATE APPRAISER # G0258
&
ANDREW B. MILES
LOUISIANA CERTIFIED GENERAL
REAL ESTATE APPRAISER # G1337

EXHIBIT
C

James K. Wadick III, MAI

Real Estate Appraiser and Consultant
512 N. CAUSEWAY BLVD. · METAIRIE, LOUISIANA 70001-5340
TEL. (504) 830-3865 · FAX (504) 830-3870

August 21, 2009

File No: 09-255A

Patricia LeBlanc, Esq.
LeBlanc & Butler, LLC
3421 N. Causeway Boulevard, Suite 301
Metairie, Louisiana 70002

Re: Summary Appraisal Report
Proposed Communications Tower Site
Delta Playground, 8301 W. Metairie Ave
Metairie, LA, 70003

Dear Ms. LeBlanc:

As per your request, an appraisal of the captioned property in a Summary Report is submitted herein. We have examined the above referenced property, which is more fully described herein, and analyzed matters pertinent to the estimate the market rent of the leased fee interest in the proposed communications tower site.

This appraisal has been prepared in conformance with the Uniform Standards of Professional Appraisal Practice (USPAP) as adopted by the Appraisal Standards Board of the Appraisal Foundation and the Code of Professional Ethics of the Appraisal Institute. The intended user (client) is Patricia LeBlanc, the firm of LeBlanc & Butler LLC, and the Parish of Jefferson. The intended use is for internal analysis. The appraisers are not responsible for unauthorized use of this report by anyone except the cited client.

Certification and Qualifications of the appraisers are included in the Addenda, which evidence compliance with the Competency Provision of USPAP. The attached report is based upon the General Assumptions and Limiting Conditions set forth herein. All of the pertinent data has been considered in arriving at an estimate of market rent for the appraised property. The appraisers visually inspected the appraised property sufficient to develop creditable appraisal results per USPAP on August 21, 2009.

Market Rent, as herein used, is defined as "the most probable rent, that a property should bring in a competitive and open market reflecting all conditions and restrictions of the specified lease agreement including term, rental adjustment and revaluation, permitted uses, use restrictions, and expense obligations; the lessee and lessor each acting prudently, knowledgeably, and assuming the consummation of a lease contract as of a specified date and the passing of the leasehold from lessor to lessee under conditions whereby:

1. Lessee and lessor are typically motivated;
2. Both parties are well informed or well advised and acting in what they consider their own best interest;
3. A reasonable time is allowed for exposure in the open market.
4. The rent payment is made in terms of cash in United States dollars, and is expressed as an amount per time period consistent with the payment schedule of the lease contract.
5. The rental amount represents the normal consideration for the property leased unaffected by special fees or concessions granted by anyone associated with the transaction.

No Environmental Site Assessment of the appraised property was provided to the appraiser. The appraiser makes no representation to be an expert on these conditions and is neither qualified, equipped or charged with detection of such conditions. The cost to cure environmental contamination (if any) is excluded from this appraisal as stated in the General Assumptions and Limiting Conditions.

This is an appraisal of real property. Personal property, both tangible such as furniture/fixtures/ machinery/equipment and intangible such as business value (if any), is excluded from this appraisal. The exclusion of personal property therefore has no impact on the estimated value of the real estate.

This valuation is based upon the best market information found by the appraisers as of the effective date of this appraisal. It is the appraiser's opinion that the **Market Rent** for the proposed communications tower site, as of August 21, 2008, is estimated to be approximately...

$1,750 / Month

Sincerely,

James K. Wadick III, MAI
Louisiana Certified General
Real Estate Appraiser

Andrew B. Miles
Louisiana Certified Residential
Real Estate Appraiser

SCOPE OF WORK

This Summary Appraisal Report complies with the reporting requirements set forth under Standards Rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice (USPAP) for a Summary Appraisal Report. As such, it presents only summary discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraiser's file. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated below. The appraiser is not responsible for unauthorized use of this report by third parties.

Appraised Property:	Proposed Communications Tower Site Delta Playground 8301 W. Metairie Ave Metairie, LA 70002
Prepared by (appraiser):	James K. Wadick III, MAI Andrew B. Miles 512 N. Causeway Blvd. Metairie, LA 70001
Intended User (client):	Patricia LeBlanc, Esq. LeBlanc & Butler, LLC 3421 N. Causeway Boulevard, Suite 301 Metairie, Louisiana 70002
Intended Use of the Appraisal:	Estimate of Market Rent
Interest Valued:	Leased Fee Estate
Date of Inspection:	August 21, 2009
Effective Date of Value:	August 21, 2009
Date of Report:	August 26, 2009

SCOPE OF WORK (Continued)

Purpose of the Appraisal

The purpose of this appraisal is to estimate of the **Market Rent** of the subject real property in as is condition as of the effective date for leasing purposes. Market Rent is defined by the federal financial institutions regulatory agencies as follows:

Market Rent, as herein used, is defined as "the most probable rent, that a property should bring in a competitive and open market reflecting all conditions and restrictions of the specified lease agreement including term, rental adjustment and revaluation, permitted uses, use restrictions, and expense obligations; the lessee and lessor each acting prudently, knowledgeably, and assuming the consummation of a lease contract as of a specified date and the passing of the leasehold from lessor to lessee under conditions whereby:

1. Lessee and lessor are typically motivated;
2. Both parties are well informed or well advised and acting in what they consider their own best interest;
3. A reasonable time is allowed for exposure in the open market.
4. The rent payment is made in terms of cash in United States dollars, and is expressed as an amount per time period consistent with the payment schedule of the lease contract.
5. The rental amount represents the normal consideration for the property leased unaffected by special fees or concessions granted by anyone associated with the transaction.

Appraisal Process

In preparing this appraisal, the appraisers inspected the exterior and interior and photographed the appraised property sufficient to develop creditable appraisal results per USPAP on August 21, 2009. The client provided access to the property and other pertinent information. Legal Descriptions were confirmed with documents recorded in the Jefferson Parish Courthouse. All property data and market data pertinent to the appraisal problem was analyzed and considered in this valuation.

SCOPE OF WORK (Continued)

Appraisal Process (Continued)

The Sales Comparison and Income Approaches have been relied upon to provide the most reliable and meaningful estimate of market value for the appraised property. The current market value of the Leased Fee Interest in and to the Leased Parcel in "As Is Condition" has been estimated based on the terms and conditions of the existing Lease and the potential reversion of the property at the end of the lease. Due to the age and accrued depreciation present in the appraised property, the Cost Approach would not provide a reliable and meaningful estimate of market value.

Environmental Contamination

No environmental assessment on the appraised property has been provided to the appraiser. The appraiser makes no representation to be an expert on environmental contamination and is neither qualified, equipped or charged with detection of such conditions. The cost to cure environmental contamination (if any) is excluded from this appraisal as stated in the General Assumptions and Limiting Conditions in the Addenda.

Personal Property

This is an appraisal of real property only. No personal property (such as furniture, fixtures and equipment or business value) is included in this valuation, and the exclusion thereof has no impact on the estimated market value of the real estate.

Property Rights Appraised

The property rights appraised are of the **Leased Fee Interest**. Leased fee interest is defined in the Dictionary of Real Estate Appraisal, Fourth Edition, published by the Appraisal Institute, page 161 as:

> "An ownership interest held by a landlord with the rights of use an occupancy conveyed by lease to others. The rights of the lessor (the leased fee owner) and the lessee are specified by contract terms contained within the lease."

SCOPE OF WORK (Continued)

Definition of Inspection:

The term "Inspection", as used in this appraisal, is not the same level of inspection that is required for a "Professional Property Inspection". The appraisers did not fully inspect the electrical system, plumbing system, mechanical systems, foundation, or structural components. The appraisers are not experts in construction materials and the purpose of the appraisal is to make an economic evaluation of the subject property. If the client needs a more detailed inspection of the property, a professional property inspection by a licensed professional inspector is suggested.

In the case of existing improvements, this appraisal/inspection is not a home/building inspection, structural inspection, or pest inspection. By preparing this report, the appraiser is not acting as a home/building inspector, structural engineer, or pest inspector. IN performing the limited inspection of this property, areas that were readily accessible were visually observed and the review is superficial only. This inspection is not technically exhaustive and does not offer warranties or guarantees of any kind. It is advised to have the structure inspected by an inspector that offers such warranted or guaranteed inspection if there is any concern regarding adverse or negative conditions.

Restriction upon Disclosure and Use

This appraisal report has been prepared for the exclusive benefit of the client to whom it is addressed. It may not be used or relied upon by any other party. Any party who uses or relies upon any information in this report, without the prior written consent of the appraiser, does so at their own risk. Possession of this report, or a copy thereof, does not carry with it the right of publication, and the prior written consent of the appraiser is required prior to its use, or making copies thereof, by anyone other than the client named above.

Disclosure of the contents of this valuation report is governed by the By-Laws and Regulations of the Appraisal Institute. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser or the firm with which he is connected, or any reference to the Appraisal Institute or to the MAI or SRA designation) shall be disseminated to the public through advertising media, public relations media, news media, sales media or any other public means of communication without the prior written consent and approval of the undersigned.

OWNERSHIP OF RECORD: Parish of Jefferson

THREE YEAR SALES HISTORY: There have been no sales or leases of the subject property over the past 3 years.

DESCRIPTION OF THE SUBJECT PROPERTY:

The subject is currently being utilized as a recreational park commonly known as the "Delta Playground". Based on client supplied information, the proposed cellular tower will require a "Drop and Swap" of an existing light standard to be replaced with a 90' monopole tower that will support the existing stadium lighting and the tenants antenna's. The required ice bridge, coax cable run, and pre-manufactured equipment shelter (BTS) will be located within a fenced, 26' X 20' (520 square feet) area.

DESCRIPTION OF THE SUBJECT NEIGHBORHOOD:

The proposed communications tower is located in the southwest portion of Metairie; a 100% built-up and densely populated area that is primarily residential in composition. It's boundaries are considered to be Veterans Memorial Boulevard to the north, Transcontinental Drive to the east, Airline Highway to the south and the Kenner municipal boundary to the west. West Metairie is a major east / west thoroughfare in the area that traverses Jefferson Parish between Causeway on the east and Williams Boulevard on the west. There are many middle and upper middle income neighborhoods north and south of the West Metairie corridor with stand alone commercial and small strip centers. The subject's neighborhood is supported by ample employment centers, public & private educational facilities, recreational facilities, and houses of worship.

SUBJECT SITE DATA

The site available for development is small, Jefferson Parish owned site within the larger "Delta Playground." The neighborhood playground offers a baseball diamonds, gymnasium, and tennis courts as its primary recreational attractions. It is physically located in the northeast intersection of W Metairie Avenue and N Upland Avenue in a virtually 100% built up, residential community. Due to the built-up nature of the surrounding area and existing zoning requirements, there are no vacant, legally permissible sites available for cell towers.

Based on the client supplied information and conversations with tower designers/developers, the subject's proposed location is considered to be physically possible to accommodate a light standard monopole structure.

SUMMARY OF ANALYSES AND VALUATION

Rental Data of Communication Towers

Comp No.	Location	Description	Current Lease Rent / Month	Current Lease Date
1	Taylor Street Kenner, LA	Monopole Tower	$1,500	2006-2010
2	Pontiff Playground Metairie, LA	Self-Support Tower	$2,172	2006-2010
3	Elmwood Pump Station Metairie, LA	Mono-Pole Tower	$2,500	2006-2010

All three cell tower leases are five year terms with a minimum of two five year renewal options and annual rent increases of 3%. Comparable No. 1 is located on privately owned land in Kenner while Comparable Lease Nos. 2 & 3 are on Jefferson Parish property. All three are located in areas of similar zoning challenges.

The cited comparable leases have been adjusted for time, location, size, and demand in relation to the appraised property. Comparable No. 1 is located less than one mile west of the subject on the corner of Taylor St and W Metairie Avenue covering a similar population density and vehicular traffic. Lease No. 2 is a coverage site located in Pontiff Playground with a similar tower height to the proposed subject, but a larger lease area. Comparable Lease No. 3 is a coverage site located along the lakefront in a similar residential neighborhood, but with a much larger site area.

The subject property has a unique suburban location in a high demand market area. The prospects for maintaining tenancy on the proposed tower appears to be good with capacity issues becoming more pressing on the national carriers as consumer driven technology requires more sites in heavily populated areas.

Based upon the above discussion, it is our opinion that the **Market Rent** of the proposed communications tower, as of July 10, 2008 is estimated to be approximately...

$1,750/ Month

ADDENDA

QUALIFICATIONS OF THE APPRAISER

ASSUMPTION LIMITING CONDITIONS

CERTIFICATION OF APPRAISER

LOCATION MAP

AERIAL PHOTOGRAPHS

LEGAL DESCRIPTION

QUALIFICATIONS OF THE APPRAISER
JAMES K. WADICK III, MAI

Professional Appraisal Experience

1985 - Present: Independent fee appraisals, market analysis and feasibility studies of multi-family, commercial and industrial real estate. Commercial and industrial real estate consultant. Principal in the appraisal firm of Argote, Derbes, Graham, Shuffield & Tatje of New Orleans, Inc. Associate licensed broker with Derbes Tatje Realtors specializing in buyers agent representation for multi-family, commercial and industrial real estate.

Professional Licenses

Licensed Real Estate Broker - Louisiana Real Estate Commission
Louisiana Licensed General Real Estate Appraiser
Mississippi Licensed General Real Estate Appraiser

Professional Associations

Designated Member of the Appraisal Institute
National Association of Realtors
New Orleans Metropolitan Association of Realtors, Inc.

Education

Bachelor of Science, Mechanical Engineering, Tulane University
Graduate School of Business Administration, Tulane University

Appraisal Institute Courses

#1A-1 Real Estate Appraisal Principles
#1A-2 Basic Valuation Procedures
#1B-A Capitalization Theory and Techniques, Part A
#1B-B Capitalization Theory and Techniques, Part B
#2-1 Case Studies in Real Estate Valuation
#2-2 Standards of Professional Practice
#2-3 Valuation Analysis and Report Writing
#410 Standards of Professional Practice Part A (USPAP)
#420 Standards of Professional Practice Part B
#6 Computer Assisted Investment Analysis
Plus numerous Appraisal Institute continuing education seminars

Appraisal Institute Committees and Representation

Louisiana Chapter - Chairman MAI Education Committee 1990-1991
Appraisal Institute Region IX - Regional Representative 1992-2009
Appraisal Institute Region IX - Regional Education Committee 1993

Appraisal Institute Speciality Courses

Easement Valuation by Yellow Book Standards
#805 Appraising Historic Preservation Easements
#715 Condemnation appraising: Principals and Applications

QUALIFICATIONS OF THE APPRAISER (continued)
JAMES K. WADICK III, MAI

Court Testimony

Admitted to testify as an expert in the field of real estate appraisal in the:
United States District Court - Eastern District of Louisiana
United States Bankruptcy Court - Eastern District of Louisiana
Civil District Court of Orleans Parish
24th Judicial District Court of Jefferson Parish
St. Charles Parish Court in Hahnville, Louisiana.

Geographical Coverage:

Licensed Louisiana Certified General Appraiser
Licensed Mississippi Certified General Appraiser

Appraisal Experience

Types of Valuation

Market Value
Going Concern Value
Value In Use
Insurable Value
Investment Value

Interests Appraised

Fee Simple Estate
Leased Fee Estate
Leasehold Estate

Use of Valuations

Mortgage Loan Collateral
Asset Value Analysis
Acquisition or Disposition
Partial Interest Buyouts
Just Compensation
Pre-Disaster Market Value
Bond Financing
Tax Abatement Filings
Market Rent Determination
Estate Tax Liability
Sale - Leaseback Agreements
Noncash Charitable Donations
Valuation for Financial Reporting
Casualty Loss for Insurance Claim

Types of Clients Served

Banks, Savings & Loans, Lenders
Federal Deposit Insurance Corporation
Property Owners & Landlords
Real Estate Developers & Syndications
Mortgage Bankers
Property Investors and Managers
State of Louisiana
Parish of Jefferson

Types of Property Appraised

Hotels, Motels, Bed & Breakfast
Bank and Office Buildings
Hospitals and Medical Buildings
Shopping Centers
Clubs, Mobile Home Parks
Apartment Complexes
Condominium Projects
Office Warehouses
Subdivision Developments
Docks and Marinas
Storage, Distribution & Flex Warehouses
Industrial Facilities and Process Plants
Automobile Dealerships & Service Shops
Tank Farms and Terminals
Vacant Land and Marsh Land
Public Lands (Yellow Book)
Insurable Value for Insurance Coverage

Appraiser Profile

Appraisal Institute Members Directory Profile Link: www.appraisalinstitute.com
ADGST Company Principals Link: www.adgst.com

QUALIFICATIONS OF ANDREW B. MILES

GEOGRAPHICAL COVERAGE

Louisiana and Mississippi

PROFESSIONAL MEMBERSHIP

General Associate Member of the Appraisal Institute
Louisiana Chapter of the Appraisal Institute
Louisiana Association of Realtors
National Association of Realtors

REAL ESTATE EXPERIENCE

FHA Roster Appraiser (2008 - Present)
James K. Wadick III, MAI - Associate (2004-Present)
Bird & Associates - Associate (2003-Present)
Argote, Derbes, Graham, Shuffield, and Tatje, Inc.- Associate (2003-Present)
A. B. Miles Company – Owner (2002-Present)
American Tower Corporation (NYSE: AMT) – Site Acquisition & Account Mgt. (1999 - 2002)
B. Miles and Associates – Appraiser (1995-1999)
Miles and Associates - Appraiser (1985-1995)

TRAINING

Advanced Applications (Course 550), Appraisal Institute (2009)
Report Writing and Valuation Analysis (Course 540), Appraisal Institute (2009)
Advanced Sales Comparison and Cost Approach (Course 530), Appraisal Institute (2009)
Valuation Statistics and Computer Modeling, Appraisal Institute (2009)
Advanced Market Analysis & Highest and Best Use, Appraisal Institute (2008)
FHA and the Appraisal Process, Appraisal Institute (2008)
Advanced Income Capitalization (Course 510), Appraisal Institute (2008)
Forecasting Revenue, Appraisal Institute (2007)
General Applications (Course 320), Appraisal Institute (2007)
Federal Regulations for Land Acquisitions, Appraisal Institute (2006)
Business Practice and Ethics (Course 420), Appraisal Institute (2006)
U.S.P.A.P. (Course 410), Appraisal Institute (2006)
The Art & Science of Feasibility Study, Appraisal Institute (2006)
Detrimental Conditions in Real Estate, Appraisal Institute (2005)
Basic Income Capitalization (Course 310), Appraisal Institute (2005)
Appraising Convenience Stores, the Appraisal Institute (2005)
Advanced Appraisal Methods, Donaldson Real Estate School (2003)
Residential Real Estate Appraisal, Donaldson Real Estate School (2003)
Cendant Mobility Symposium, Orlando FL (1999)
The Appraisal of Local Retail Properties, the Appraisal Institute (1998)
Graduate of University of New Orleans (1995)
Graduate of De La Salle High School (1989)

QUALIFICATIONS OF ANDREW B. MILES (continued)

Appraisal Experience:

Types of Valuation

Market Value
Going Concern Value
Value In Use
Insurable Value
Investment Value

Interests Appraised

Fee Simple Estate
Leased Fee Estate
Leasehold Estate

Use of Valuations

Mortgage Loan Collateral
Asset Value Analysis
Acquisition or Disposition
Market Rent Determination
Partial Interest
Estate Tax Liability
Insurance Replacement Cost
Noncash Charitable Donations
Tax Abatement Filings

Types of Clients Served

Banks, Savings & Loans
Property Owners & Landlords
Real Estate Developers
Mortgage Bankers
Property Investors and Managers
Attorneys
CPA's
Parish of Jefferson
City of Kenner, Department of Planning

Types of Property Appraised

Single/Multi-Family Residential
Motels, Bed & Breakfast
Office Buildings
Strip Shopping Centers
Apartment Complexes
Condominium Projects
Office Warehouses
Subdivision Developments
Vacant Land and Marsh Land
Storage, Distribution & Flex Warehouses
Industrial Facilities and Process Plants
Cellular Tower / Wireless Infrastructure
Public Lands (Yellow Book)
Land with Underground Storage Potential

CERTIFICATION

We certify that, to the best of our knowledge and belief:

- The statements of fact contained in this report are true and correct.

- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions and conclusions. The value estimate does not include the value of personal property, fixtures are/or intangible items.

- We have no present or prospective interest in the property that is the subject of this report, and We have no personal interest or bias with respect to the parties involved.

- Our engagement and compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event. Our compensation is not contingent on an action or event resulting from the analyses, opinions, or conclusions in, or the use of, this report. This appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.

- Our analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice as adopted by the Appraisal Foundation; and in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute, and in conformity with the requirements of the State of Louisiana for State Certified Real Estate Appraisers.

- The use of this report is subject to the requirements of the State of Louisiana relating to review by the Real Estate Appraisal Subcommittee of the Louisiana Real Estate Commission and to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

- We have made a personal inspection of the property that is the subject of this report; and, where applicable, the exterior and interior of any improvements located on the property.

- We have completed numerous assignments of similar type properties in the past. We have identified the problem to be addressed, and have knowledge and experience to complete the appraisal assignment competently.

- No one provided significant assistance to the person or persons signing this report.

- As of the date of this report, James K. Wadick III, MAI has successfully completed the requirements under the continuing education program of the Appraisal Institute.

James K. Wadick III, MAI
Louisiana Certified General
Real Estate Appraiser #G0258

Andrew B. Miles
Louisiana Certified Residential
Real Estate Appraiser #R1337

ASSUMPTIONS AND LIMITING CONDITIONS

1. This appraisal report is subject to the following assumptions and limiting conditions (imposed by the terms of our assignment or by the undersigned) affecting the analyses, opinions and conclusions contained in this report.

2. It is assumed that title to the property is owned in fee simple title, free and clear, unencumbered, and there are no leases, easements, liens or other encumbrances on the property other than those listed in this report.

3. No responsibility is here assumed for any matters which are legal or political, social, or economic changed conditions which could have an effect on real estate values which changes take place after the effective date of this valuation.

4. To the best of our knowledge and belief the statements of fact contained in this appraisal report, upon which the analyses, opinions and conclusions expressed herein are based, are true and correct, but we assume no responsibility for the accuracy of such information as title information, measurements, survey, and other information furnished by you as likewise comparable sales data furnished by the court records and the principals involved in the various transactions.

5. Any survey contained in this report is assumed to be true and correct, and it is also assumed that there are no encroachments upon the property appraised except as noted herein. Any sketch prepared by the appraiser and included in the report may show approximate dimensions and is included to assist the reader in visualizing the property; however, the appraisers have not made a survey of the property.

6. The Appraisers assume that there are no hidden or unapparent conditions of the property, subsoil, or structures, which would render it more or less valuable. The Appraisers assume no responsibility for such conditions or for engineering which might be required to discover such factors.

7. Unless otherwise stated in this report, the existence of hazardous material, which may or may not be present on the property, was not observed by the appraisers. The appraisers have no knowledge of the existence of such materials on or in the property. The appraisers, however, are not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation, toxic molds, or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired.

8. Any distributions of the valuation of the report between land and improvements applies only under the existing program of utilization. The separate valuation for land and building must not be used in conjunction with any other appraisal.

ASSUMPTIONS AND LIMITING CONDITIONS (CONTINUED)

9. On all appraisals subject to satisfactory completion, repairs, or alterations, the appraisal report and value conclusion are contingent upon completion of the improvements in a workmanlike manner and in accordance with referenced plans and specifications.

10. The Appraisers are not required to give testimony or appear in court because of having made the appraisal with reference to the property in question unless arrangements have previously been made therefore.

11. That no opinion as to title is rendered. Data on ownership and the legal description were obtained from sources generally considered reliable. Title is assumed to be marketable and free and clear of all liens and encumbrances, easements, and restrictions except those specifically discussed in the report. The property is appraised assuming it to be under responsible ownership and competent management and available for its highest and best use.

12. That no opinion is expressed as to the value of subsurface oil, gas or mineral rights and that the property is not subject to surface entry for the exploration or removal of such materials except as is expressly stated.

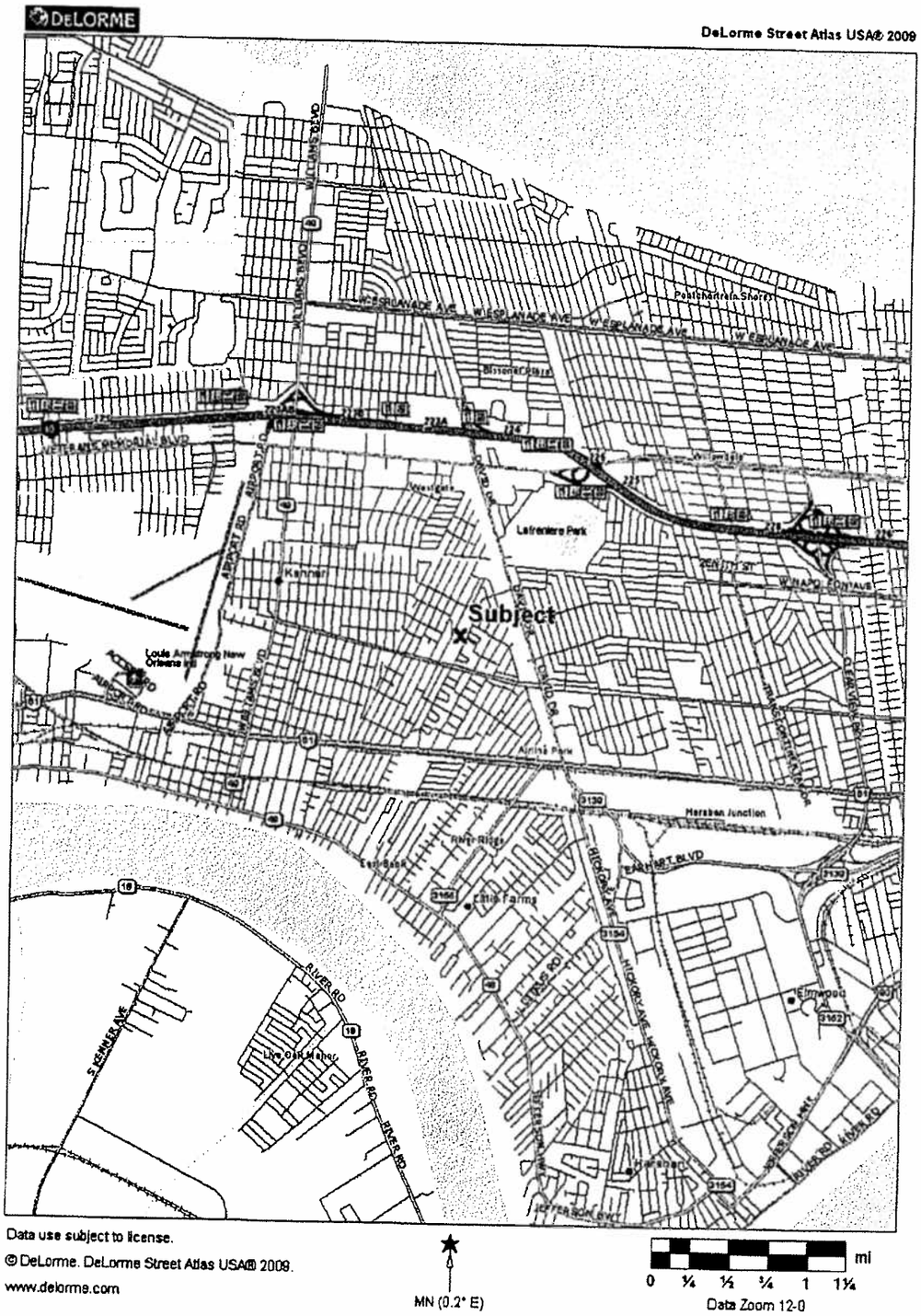
13. That the appraisers have personally inspected the property and found no obvious evidence of structural deficiencies except as stated in this report; however, no responsibility for hidden defects or conformity to specific governmental requirements, such as fire, building and safety, earthquake, or occupancy codes, can be assumed without provision of specific professional or governmental inspections. The client is urged to retain an expert in this field, if desired.

14. That, although no termite inspection report was available, the appraiser personally inspected the subject property and found no significant evidence of termite damage or infestation.

15. That no consideration has been given in this appraisal to personal property located on the premises, or to the cost of moving or relocating such personal property; only the real property has been considered.

16. The Americans with Disabilities Act ("ADA") became effective January 26, 1992. We have not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative effect upon the value of the property. Since we have no direct evidence relating to this issue, we did not consider possible non-compliance with the requirements of ADA in estimating the value of the property.

LOCATION MAP



AERIAL PHOTOGRAPHS

View: Look-down image indicating the subject and surrounding area.

View: Birds eye view looking north with the proposed location of the communications tower indicated.

LEGAL DESCRIPTION OF DELTA PLAYGROUND

(Proposed cell tower lease will be a portion of ground within the referenced description)

Plot Y-1, Lynn Park Subdivision, Units 3 & 4, as per plan of resubdivision dated 12/1/66 recorded COB 649, folio 92, bearing municipal address 8301 W. Metairie Avenue, Metairie, LA.

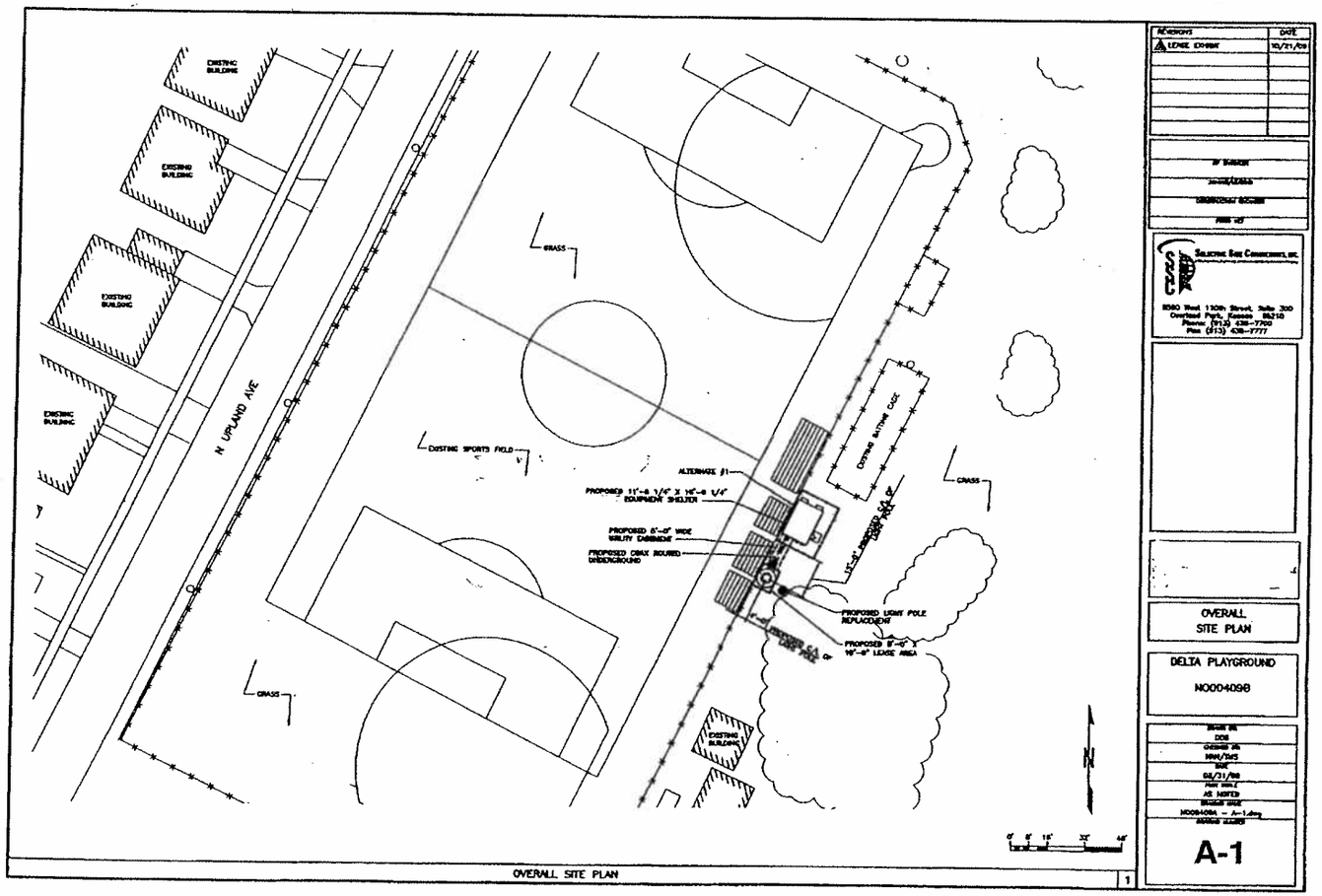

EXISTING BUILDING
EXISTING BUILDING
EXISTING BUILDING
EXISTING BUILDING
N UPLAND AVE
GRASS
EXISTING SPORTS FIELD
ALTERNATE #1
PROPOSED 11'-0 1/4" X 16'-0 1/4" EQUIPMENT SHELTER
PROPOSED 5'-0" WIDE UTILITY EASEMENT
PROPOSED CRAX ROUTED UNDERGROUND
EXISTING BATTING CAGE
PROPOSED LIGHT POLE REPLACEMENT
PROPOSED 8'-0" X 16'-0" LEASE AREA
EXISTING BUILDING
N
OVERALL SITE PLAN
1
REVISIONS
DATE
LEASE EXHIBIT
10/21/09
OVERALL SITE PLAN
DELTA PLAYGROUND
N0004098
DOB
MAN/TMS
AS NOTED
N0004098 - A-1.dwg
A-1

EXHIBIT D

Google maps Address

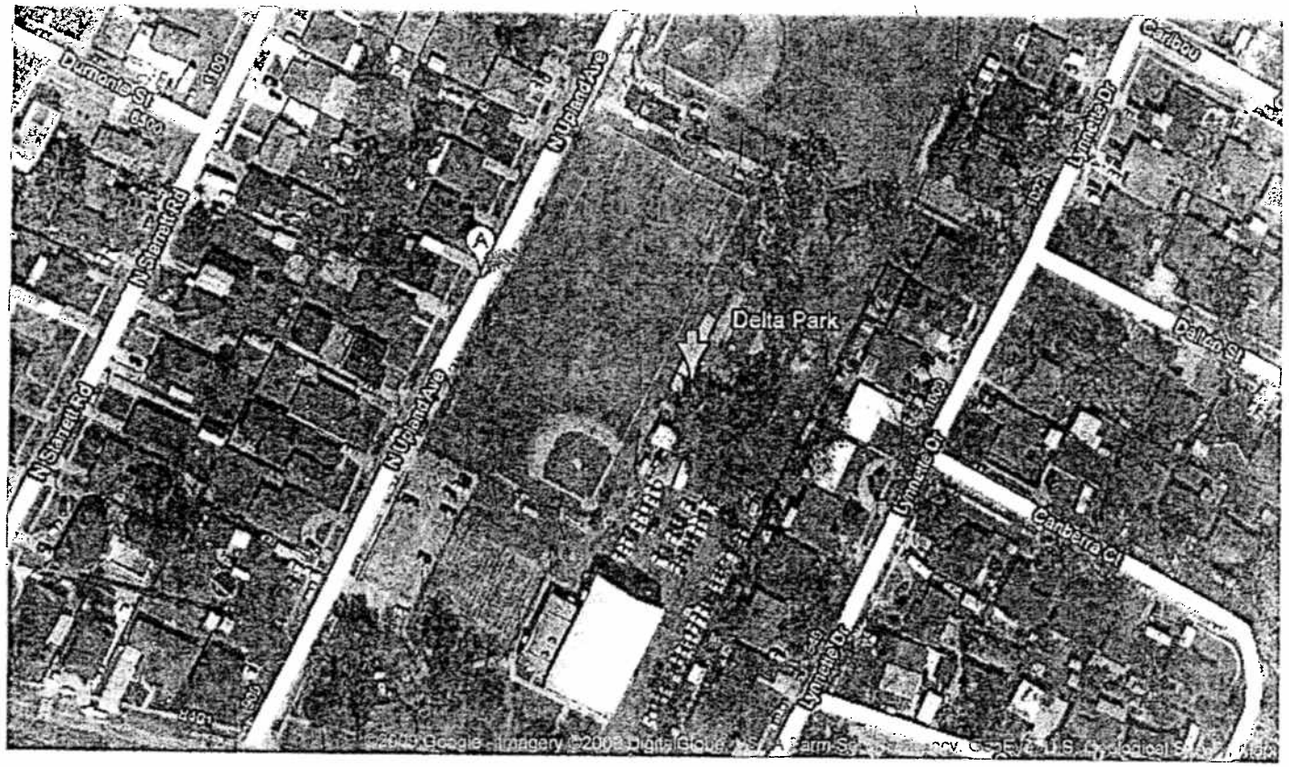


EXHIBIT E