RESOLUTION NO. 2010-59

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING THE TERMS OF AN AMENDMENT TO THE TOWER ATTACHMENT COMMUNICATIONS SITE AGREEMENT BETWEEN ST. JOHNS COUNTY, FLORIDA, AND CLEARWIRE US LLC, FOR PERMISSION TO REPLACE WIRELESS TELECOMMUNICATION EQUIPMENT ON THE COUNTY OWNED TOWER AT 5430 PALM VALLEY ROAD, AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE SAID AGREEMENT.

WHEREAS, The County entered into a Tower Attachment Communication site Agreement (AGREEMENT) with Clearwire Technologies, Inc., on April 8, 2005, attached hereto as Exhibit “A”, incorporated by reference and made a part hereof, and;

WHEREAS, Clearwire has requested the Agreement be amended to allow Clearwire to update the equipment on the tower and leave the existing equipment on the tower for up to one-hundred eighty (180) days with the new equipment, by which time the old equipment would be removed by Clearwire, leaving only the equipment listed in the Final Inventory of the First Amendment to Tower Attachment Communications Site Agreement (AMENDMENT), attached hereto as Exhibit “B”, incorporated by reference and made a part hereof, and;

WHEREAS, the Amendment states the monthly rent paid to the County shall be increased by $250 per month, and;

WHEREAS, the Amendment states County permission to install equipment is subject to receipt of a structural report, provided by Clearwire, stating the tower will be structurally sound with the additional equipment, and;

WHEREAS, it is in the best interest of St. Johns County to accept the Amendment.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, as follows:

Section 1. The above recitals are incorporated by reference into the body of this Resolution and such recitals are adopted as findings of fact.

Section 2. The Board of County Commissioners accepts the terms of the First Amendment to Tower Attachment Communications Site Agreement and authorizes the County Administrator, or designee, to execute said Agreement.

Section 3. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

Section 4. The Clerk of the Courts is instructed to record the original Amendment of the Lease Agreement in the Public Records of St. Johns County, Florida.
PASSED AND ADOPTED this 16th day of March, 2010.

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA.

By:  

Ron Sanchez, Chair

Attest: Cheryl Strickland, Clerk

By:  

Deputy Clerk

RENDITION DATE 3/18/10
TOWER ATTACHMENT COMMUNICATIONS SITE AGREEMENT

THIS TOWER ATTACHMENT COMMUNICATIONS SITE AGREEMENT ("Agreement" or "Lease") is entered into this ___ day of April, 2005 by and between St. Johns County Board of County Commissioners ("Owner") and Clearwire Technologies, Inc. ("Lessee"). This Agreement, upon full execution by the parties shall be substituted for and replace in its entirety the Communication Tower Agreement dated August 25, 2004 between the parties applicable to the same Premises described herein.

1. **Grant.** Subject to the following terms and conditions, Owner hereby grants Lessee the nonexclusive right to install, maintain, operate and remove wireless communications equipment and appurtenances on Owner’s tower (the “Tower”) located on the property described in Exhibit “A” (the “Property”), and leases to Lessee a portion of the Property (the “Premises”) for construction and occupancy of an equipment shelter or building to house Lessee’s equipment on the Property as more particularly described in Exhibit “B”. Lessee may use only the Tower space as depicted on attached Exhibit “B” for its antennas and receivers. Owner shall continue to have the right to occupy the Property and the Tower and to grant others rights to occupy or utilize the Property and the Tower at Owner’s sole discretion subject to the provisions of paragraph 8. Owner also grants to Lessee a non-exclusive easement (“Easement”) during the term of this Lease for ingress, egress and regress and for installation and transmission of utilities on Property also described on attached Exhibit “B”. Lessee may install equipment, personal property, improvements, alterations or fixtures as listed on Exhibit “C” (the “Equipment”), or as Owner may otherwise approve, such approval not be unreasonably withheld, conditioned or denied. Any personal property owned by Lessee, whether or not fixed or attached to the Premises or Tower, shall remain the property of Lessee prior to termination of this Agreement without regard to whether it appears on Exhibit “C”. Lessee has the right to remove all of its equipment at its sole expense on or before the expiration or earlier termination of the Agreement, provided the Lessee repairs any damage to the Premises caused by such removal.

2. **Use.** Lessee shall use the Equipment and the Premises for the purpose of constructing, installing, maintaining, improving and operating, at Lessee’s expense, a communications facility, including antennae, buildings and incidental uses. Lessee shall be solely responsible for securing any and all building permits and approvals, zoning changes or approvals, variances, use permits, and other governmental permits from applicable governmental authorities, including any Federal Aviation Administration approval (collectively “Permits”) prior to any construction on the Premises. Owner agrees to reasonably cooperate with Lessee in obtaining the Permits, and copies of the Permits shall be provided to Owner upon request. Lessee shall promptly pay all costs and expenses and shall not cause or permit any lien to be created against the Tower or the Premises. In the event a lien is filed against the Tower or Premises due to Lessee’s failure to pay costs and expenses, Lessee shall within thirty (30) days of receipt of notice of said lien cause the lien to be removed.

3. **Term.** The term of this Agreement shall be five (5) years, commencing August 25, 2004 (the “Commencement Date”) and terminating at midnight on August 24, 2009 (“Initial Term”).

4. **Renewal Term(s).** Lessee shall have the right to extend this Agreement for four
(4) additional terms of five (5) years each ("Renewal Term(s)") on the same terms and conditions as set forth in this agreement except that the Rent shall be as specified in Paragraph 5 below. This Agreement shall automatically be renewed for each successive Renewal Term unless Lessee notifies Owner of Lessee's intention not to renew the Agreement at least (30) days prior to expiration of the then current term.

5. Rent.

(a) **Initial Term.** Beginning on the Commencement Date, Lessee shall pay to Owner as rental sum of One Thousand Five Hundred Three Dollars 60/100 ($1,503.60) ("Rent"). Rent payment shall be made monthly in advance to the Owner's notice address as specified below and shall be prorated for any partial month at the commencement or termination of this Lease, based on the number of days in that month.

(b) **Renewal Term.** In the event that Lessee elects to renew this Lease as provided in paragraph 4, Rent shall increase by an amount equal to fifteen percent (15%) over the Rent to be paid by Lessee during the immediately preceding Term or Renewal Term. Accordingly, Lessee shall pay Owner Rent during each Renewal Term ("RT") pursuant to the following schedule:

```plaintext
First RT - $2,301.41 per month
Second RT - $2,646.63 per month
Third RT - $3,043.63 per month
Fourth RT - $3,500.18 per month
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6. **Tower Maintenance.** Owner represents and warrants that its operation of the Tower, exclusive of Lessee's Equipment, and exclusive of the Tower tenants, but including the lighting system and Tower structural integrity, meets and will be maintained in accordance with all applicable laws, rules and regulations, including, without limitation, rules and regulations of the Federal Communications Commission, Federal Aviation Administration and all applicable local codes and regulations. Owner shall maintain its tower lighting system and Tower in good operating condition. The costs of maintaining the tower shall be borne by Owner with the exception of Lessee's antennae and Equipment, and except for damage to the Tower caused by Lessee, or Lessee's tenants, employees, contractors or subcontractors. Should Owner fail to timely make repairs required by this Agreement, Lessee may, at Lessee's option, make such repairs and Owner shall promptly reimburse Lessee for its costs and expenses incurred in such repair. In the event Owner fails to maintain the tower lighting systems or Tower provided herein, Lessee shall have the right to withhold Rent payments to Owner if Owner fails to make said repairs or to provide maintenance after Lessee has given Owner fifteen (15) days notice of the need to provide maintenance and repairs. Lessee shall have the right to apply such Rent withheld hereunder to make the necessary repairs and provide the necessary maintenance and Lessee shall not thereafter be responsible to Owner for the Rent withheld and used for such maintenance and repairs. Lessee's activities and operations and Lessee's Equipment shall not unreasonably interfere with Owner's maintenance and repair of the Tower and its lighting system and Owner's maintenance and repair of the tower and its lighting system shall not unreasonably interfere with Lessee's signal.

7. **Conditions Precedent.** Lessee's obligations to perform under this Agreement shall be subject to and conditioned upon:
(a) Lessee’s securing appropriate approvals for Lessee’s intended use of its Equipment on the Premises from the Federal Communications Commission, the Federal Aviation Administration, and any other federal, state or local regulatory agency having jurisdiction over Lessee’s proposed use of the Equipment;

(b) Lessee’s obtaining, at its option, a title report or commitment for a leasehold title policy from a title insurance company of Lessee’s choice which must show no defects or restrictions of title or any liens or encumbrances which may adversely affect Lessee’s use of the Premises or Lessee’s ability to obtain financing, provided Lessee shall order such a policy within five (5) business days of the date of this Agreement. If such commitment or report is not ordered in that period or are not obtained within thirty (30) days of the date of this Agreement, this item shall not act as a condition precedent to this contract;

(c) Lessee’s obtaining, at its option, a survey, soil borings and analysis tests which must show no defects which, in the reasonable opinion of Lessee, may adversely affect Lessee’s use of the Premises, provided Lessee shall order such tests within five (5) business days of the date of this Agreement. If such survey, borings and tests are not ordered in that period or is not obtained within thirty (30) days of the date of this Agreement, this item shall not act as a condition precedent to this contract;

(d) Lessee’s approval of the condition of the Premises, which may be subject to, at Lessee’s option, an environmental audit of the Premises performed by an environmental consulting firm of Lessee’s choice;

(e) Lessee’s determination that the Tower is structurally appropriate for Lessee’s needs.

In the event of a failure of any of the above referenced conditions precedent within sixty (60) days of the date of this Agreement, Lessee may terminate this Agreement through written notice to Owner. If Lessee fails to provide such notice within sixty (60) days of the date of this Agreement, each of the above conditions precedent shall be deemed satisfied and no Rent shall be abated. In the event of a failure of a condition precedent set forth above, Owner shall refund any fees previously paid to Owner by Lessee under this Agreement upon termination.

8. **Interference.** Lessee agrees to install Equipment only of types, power and generating frequencies which will not cause interference to transmissions or signals from or to Owner and other current users of the Tower and Lessee will not modify such Equipment, power or frequencies in a manner that will cause unreasonable interference to current users of the Tower, as of August 25, 2004. Additionally, Lessee will not substantially modify the power, frequencies or location of its Equipment without the prior consent of the Owner, which consent shall not be unreasonably withheld, conditioned or delayed. Lessee confirms that the equipment, power and generating frequencies of the current users of the Tower, and the power, frequencies and locations on the Tower currently used by Alltel, Powertel, Nextel and the Owner will not cause interference to transmission or signals to or from Lessee’s Equipment. At Owner’s reasonable request, Lessee shall provide a detailed interference analysis showing potential conflicts between Lessee’s power and frequencies and those of the Owner or other users of the Tower as of August 25, 2004. In the event Lessee’s Equipment causes interference in violation of this Agreement, Lessee will take all steps necessary to correct and eliminate the interference. If the interference cannot be eliminated within 48 hours after receipt of written notice from Owner to Lessee (“Notice Date”), Lessee shall
temporarily shut down the offending Equipment (except for intermittent operation for the purpose of testing, after performing maintenance, repair, modification, replacement, or other action taken for the purpose of correcting such interference) and if such interference is not corrected within 30 days after receipt of the written notice, Lessee agrees to promptly remove the Equipment causing such interference from the Tower and the Premises at Owner’s request. After the Equipment has been installed, Owner shall place similar covenants upon frequency interference on others thereafter newly contracting with Owner to use Owner’s Tower (“Third Parties”) pertaining to new equipment installed by such Third Parties on the Tower after Lessee’s installation of the Equipment. In the event any Third Parties’ interference to Lessee’s Equipment cannot be eliminated or rectified to Lessee’s reasonable satisfaction within 48 hours after receipt of written notice form Lessee to Owner (“Notice Date”), Owner shall cause Third Parties to temporarily disconnect the electric power and shut down the Third Parties’ offending Equipment (except for intermittent operation for the purpose of testing, after performing maintenance, repair, modification, replacement, or other action taken for the purpose of correcting such interference) and if such interference is not corrected within 30 days after receipt of the written notice, Owner shall at the request of Lessee require the Third Party causing the interference to promptly remove the equipment causing such interference from the Tower and the Premises. In the event the Third Party fails to remove such equipment from the Tower and the Premises with 45 days from Lessee’s request to Owner, or to otherwise rectify the offending interference, Lessee shall have the option to terminate this Lease by providing thirty (30) days notice of such termination to Owner.

9. **Utilities and Access.**

   (a) Owner represents that utilities adequate for Lessee’s intended use of the Premises are presently available. Further, from time to time, Lessee shall have the right to install utilities, to be separately metered at Lessee’s expense, and to improve present utilities on the Premises, including but not limited to the installation of emergency power generators. Lessee shall have the right to permanently place utilities on, or to bring utilities across or under, the Property, Premises and the Easement in order to service the Equipment throughout the Initial Term or any Renewal Term of this Agreement. Owner shall, upon Lessee’s request, execute a separate written easement or license in a form which may be filed of record evidencing this right. Lessee shall be responsible for all utility connection charges and all utility use charges, for electricity or any other utility used by Lessee.

   (b) Lessee, its employees, agents, subcontractors, lenders and other reasonably necessary invitees shall have reasonable vehicular and pedestrian access to the Tower, the Premises and the Equipment at all times, 24 hours each day, through the access drive presently existing on the Easement. Owner shall maintain the access drive in good condition throughout the Initial Term of this Agreement or any Renewal Term. Lessee may, at its option and own expense, construct a suitable private access drive to the Premises and the Equipment within the Easement. Owner agrees to maintain the current access so that no undue interference is caused to Lessee by other tenants, licensees, invitees or agents of the Owner.

10. **Termination.** Except as otherwise provided, this Agreement may be terminated, without any penalty or further liability, upon written notice as follows:

   (a) By either party upon a default of any covenant or term of this Agreement by the other party which default is not cured within 30 days of receipt of written notice of default (without, however, limiting any other rights available to the parties pursuant to any other
provisions of this Agreement); or

(b) By Lessee if the Premises or Tower are damaged by casualty so as to hinder, in Lessee's reasonable judgment, for more than 30 continuous days the effective use of the Equipment; or

(c) Upon thirty (30) days prior written notice by Lessee (i) if Lessee is unable to reasonably obtain or maintain any certificate, license, permit, authority or approval from any governmental authority, thus, restricting Lessee from installing, removing, replacing, maintaining or operating the Equipment or using the Premises in the manner intended by Lessee; (ii) if Lessee determines that the Premises are not appropriate for its operations for economic, environmental or technological reasons, including without limitation, signal strength, coverage or interference, or (iii) or Lessee otherwise determines, within its sole discretion, that it will be unable to use the Premises for Lessee's intended purpose.

11. Abatement of Rent. If for any reason due to the fault of the Owner or third party users of the Tower or due to natural causes without fault of the Lessee, rent shall be abated for that portion of the tower hereby granted for use by Lessee beginning 48 hours after such denial of use begins running until such denial of use ends. The amount of such rent abatement shall be measured in 24 hour units, rounded to the lowest whole number of units.

12. Tower Analysis.

(a) Lessee shall be solely responsible to ensure that Lessee's installation of the Equipment shall not significantly affect the structural integrity of the Tower, and that no such damage results to the Tower due to installation of Equipment. Owner agrees to furnish Lessee, promptly upon Lessee’s request, with true and accurate copies of any tower analysis performed on the Tower within the two years preceding the request and Lessee’s attachment of antennas or Equipment on the Tower. In the absence of such an analysis or if the most recent analyses are insufficient for Lessee’s needs, Lessee may at its expense obtain a new analysis. If Owner reasonably believes that the structural integrity of the Tower will be affected, Owner may require Lessee to obtain a new analysis at Lessee’s expense. Owner agrees to cooperate with Lessee in acquiring the new analysis of the Tower. If a new analysis of the Tower is requested by Lessee or required by Owner, Lessee shall be responsible for coordinating the new analysis by a licensed structural engineer or other party acceptable to Owner, and Lessee shall furnish a copy of the analysis to Owner. The costs of the new analysis shall be paid solely by Lessee. If Lessee requests, Owner shall obtain, within 30 days of Lessee’s request, bids for any needed reinforcement or other work to make the Tower structurally sound. Should Lessee not terminate this Agreement under Section 6 Tower Maintenance above, Owner or with Owners consent the Lessee shall reinforce or otherwise make the Tower structurally sound for Lessee’s use in accordance with the lowest responsible bid. Lessee shall promptly pay or reimburse Owner the costs and expenses of such work.

(b) Owner shall notify Lessee in writing prior to attaching, or permitting any other person entity to attach, any additional antennas, microwave dishes, or other similar equipment (“Additional Antennas”) to the Tower. Should Additional Antennas be attached to the Tower, and Lessee reasonably believes that such attachment endangers the structural integrity of the Tower and Owner has reasonably determined that the Tower structural integrity will not be endangered, upon Lessee’s written request, Owner shall furnish, at Lessee’s expense, a tower
analysis performed on the Tower by a licensed structural engineer, or other party acceptable to Lessee. In the event that the tower analysis indicates that attachment of the Additional Antennas to the tower will not impair the structural integrity of the Tower and will not materially diminish the Tower’s function or useful life, Owner shall be entitled to permit the Additional Antennas but shall require any mitigation measures identified in such analysis. All such tower analyses shall be in compliance with current industry standards. In the event that the tower analysis indicates that attachment of the Additional Antennas to the Tower will impair the structural integrity of the Tower or will materially diminish the Tower’s function or useful life, Owner shall not allow the installation of the Additional Antennas, unless mitigation measures are also included to reasonably diminish such risk. In that event, Lessee shall be reimbursed for the cost of the tower analysis.

13. **Taxes.** Lessee shall pay any personal assessments or property taxes assessed on, or any portion of such assessments or taxes attributable to, Lessee’s Equipment. Owner shall pay when due all real property taxes and all other fees and assessments attributable to the Premises. Lessee shall pay additional Rent any increase in real property taxes levied against Premises which are directly attributable to Lessee’s use of the Property and Owner agrees to furnish proof of such increase to Lessee.

14. **Liability Insurance.** During the Initial Term and all Renewal Terms of this Agreement, Owner and Lessee shall each maintain, at its own expense, insurance covering claims for public liability, personal injury, death and property damage under a policy of general liability insurance, with limits of not less than $1,000,000.00 per person and $2,000,000.00 per occurrence, and property damage insurance of not less than $500,000.00. Such insurance shall insure against liabilities arising out of or in connection with Owner and Lessee’s use or occupancy of the Premises and the Tower subject to the standard exception found in commercial general liability insurance policies.

15. **Condemnation.** If a condemning authority takes, or acquires by deed in lieu of condemnation, all of the Premises, or a portion sufficient to render the Premises or the Tower, in the reasonable opinion of Lessee, unsuitable for the use which Lessee was then making on the Premises or the Tower, Lessee may terminate this Agreement effective as of the date the title vests in the condemning authority. Owner and Lessee shall share in the condemnation proceeds as determined by agreement of the parties, or in the absence of such agreement, by the Court in which the condemnation proceedings are held.

16. **Environmental Matters.**

(a) Owner represents that, to the best of Owner’s knowledge, no Hazardous Materials are presently located on the Premises or Easement. Lessee and Owner both covenant not to cause Hazardous Materials to be brought on the Premises or Easement, with the exception of cleaning solutions, solvents, or other substances typically used in the normal course of Owner or Lessee’s business. The Owner will also not permit any third party to use, generate, move, or dispose of any Hazardous Material on, under, about or within the Premises in violation of any law or regulation. Any Hazardous Materials shall be promptly contained and disposed of in a legal manner off site. As used in this Agreement, “Hazardous Materials” shall mean any and all polychlorinated byphenyls, petroleum products, asbestos, urea formaldehyde and other hazardous or toxic materials, wastes or substances, any pollutants, and/or contaminants, or any other similar substances or materials which are defined as such in or regulated by any federal, state or local laws, rules or regulations (whether now existing or hereinafter enacted) pertaining to
environmental regulations, contamination, cleanup or any judicial or administrative interpretation of such laws, rules or regulations or any substance that after release into the environment and upon exposure, ingestion, inhalation or assimilation, either directly from the environment or directly through food chains will or may reasonably be anticipated to cause death, disease, behavior abnormalities, cancer or genetic abnormalities.

(b) Lessee shall comply with laws, ordinances, rules, orders or regulations applicable to Hazardous Materials. Lessee shall not use the Premises or the Easement for treatment, storage, transportation to or from, use or disposal of Hazardous Material (other than petroleum products necessary for the operation of an emergency electrical generator to serve the Equipment or batteries used for the same purpose). Lessee shall be responsible for any expense incident to the abatement or compliance with the requirements of any federal, state or local statutory or regulatory requirements causes, directly or indirectly, by the activities of the Lessee or Lessee’s agents, employees or contractors.

17. Hold Harmless.

(a) By Owner. To the extent allowed by Florida law, the Owner agrees to defend, indemnify and hold Lessee and its officers, agents and employees harmless from and against any and all, costs, charges, losses, claims, actions, suits, causes of action, judgments and charges of every kind and nature whatsoever, excluding attorneys fees, which in any manner arise out of any intentional misconduct by Owner, its officers, agents and employees, pertaining to this Agreement or from any defect in the title to the Premises, or from the presence of any Hazardous Materials on the Premises caused by the Owner, its officers, agents and employees. The Owner, and its officers, agents and employees, will also be liable for their respective negligence as provided by Florida Law.

(b) By Lessee. Lessee agrees to defend, indemnify and hold Owner, its officers, agents and employees harmless from and against any and all costs, damages, expenses, losses, claims, actions, suits, cause of action, judgments, and charges of every kind and nature whatsoever, excluding attorneys fees, which may in any manner arise out of or relate to Lessee’s use of Equipment, Easement or Premises or the performance or non-performance of this Agreement by Lessee, Lessee’s subcontractors, employees, agents, or assigns, including without limitation, those that may arise out of the use or furnishing or materials, and as to such claims, actions or causes of action arising from or resulting from any negligence or intentional misconduct by Lessee, its subcontractors, agents, servants, employees, or any or all of them.

18. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, by certified mail, return receipt requested, or by overnight service having a record of receipt to the addresses indicated below:

If to Owner to:
St. Johns County Administrative Center
4020 Lewis Speedway
St. Augustine, Florida 32095
Attn: County Administrator

Consumer’s Certification of Exemption-65-06-01 2004-53C

7
Federal ID-59-6000825

If to Lessee to:

Clearwire Technologies Inc.
Attn: Property Manager
5808 Lake Washington Blvd NE, Suite 300, Kirkland, WA 98033
Telephone: 425-216-7600
Fax: 425-216-7900

with copies which shall not constitute notice to:
Clearwire Technologies Inc.
Attention: Legal Department
5808 Lake Washington Blvd NE, Suite 300, Kirkland, WA 98033
Telephone: 425-216-7600
Fax: 425-216-7900

19. **Title.** Owner warrants it has the full right, power and authority to execute this Agreement and that it has good and unencumbered title to the Premises free and clear of any liens, encumbrances or mortgages.

20. **Assignment.** To the extent permissible under Florida law, this Agreement may be sold, assigned or transferred by Lessee without any approval or consent of Owner to Lessee's principal, affiliates, subsidiaries of its principal, to any entity under common control with Lessee or to any entity which acquires all or substantially all of Lessee's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other entities, this Agreement may not be sold, assigned or transferred without the written consent of Owner, such consent not to be unreasonably withheld. Owner may assign Agreement upon written notice to Lessee subject to the assignee assuming all the Owner's obligation herein. Notwithstanding anything to the contrary contained in this Agreement, but to the extent allowed by Florida law, Lessee may assign mortgage, pledge, hypothecate, or otherwise transfer without consent its interest in this Agreement to any financing entity or agent on behalf of any financing entity to whom Lessee (i) has obligations for borrowed money or in respect of guarantees thereof, (ii) has obligations evidenced by bonds, notes or similar interest or (iii) has obligations under or with respect to letters of credit, bankers, acceptances and similar facilities or in respect of guaranty's thereof.

21. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties, their respective heirs, successors, personal representatives and assigns.

22. **Compliance with Laws.** All installations and operations in connection with this Agreement by either party shall be conducted in accordance with all applicable rules and regulations of the Federal Communications Commission, Federal Aviation Administration, and any other applicable federal, state and local laws, codes and regulations. Lessee is solely responsible for the licensing, operation and maintenance of Lessee's Equipment, including, without limitation, compliance with any terms of its Federal Communications Commission license with respect to tower light observation and any notification to the Federal Aviation Administration.
in that regard. Lessee’s Equipment, transmission lines, and any related devises, and the installation, maintenance and operation thereof, shall not damage the Tower or any property or properties adjoining, or interfere with the use of the Tower and the remainder of the Premises, by Owner or others. Lessee shall defend, indemnify and hold harmless Owner from any such damage.

23. **Holding Over.** In the event Lessee remains on the Tower and in possession of the shelter or building on the Premises after the expiration of the Initial Term or Renewal Term without executing a new Agreement, Lessee shall, unless objected to by Owner, occupy the Premises month-to-month, subject to all of the terms and conditions of this Agreement insofar as so consistent.

24. **Estoppel.** Each party agrees to furnish to the other, within 20 days after request, such truthful estoppel information as the other may reasonably request.

25. **Miscellaneous.**

   (a) This Agreement constitutes the entire agreement and understanding of Owner and Lessee, and supersedes all offers, negotiations and other agreements. Any amendments to this Agreement must be in writing and executed by Owner and Lessee.

   (b) If either Owner or Lessee is represented by a real estate broker or agent in this transaction, that party shall be fully responsible for any fees or commission due such broker or agent and to the extent allowed by Florida Law shall hold the other party harmless from any such claims arising from execution of this Agreement.

   (c) Lessee may record this Agreement or a Memorandum of Agreement executed by all parties.

   (d) This Agreement shall be construed in accordance with the laws of the State of Florida.

   (e) If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

   (g) The descriptive headings of the sections of this Agreement are inserted for convenience only shall not control the meaning or construction of any of the provisions hereof.

26. **Improvement to Facilities.** Notwithstanding any other provision of this agreement the Lessee shall be responsible for the cost and implementation of all Premises or Tower changes or improvement necessary for its use of the Tower and Premises. Such changes shall be substantially in accordance with Exhibit “D” attached hereto and incorporated herein by reference. The Lessee agrees to independently cooperate and coordinate tower site installation with other Lessees installing their facilities during the same period, and the County will be given the opportunity to require that a two (2) inch diameter conduit be installed at the County’s cost to serve future Lessees.
27. **Lien Waiver.**

(a) Owner waives any lien rights it may have concerning Lessee’s equipment which are deemed Lessee’s personal property and not fixtures and Lessee has the right to remove same at any time without Owner’s consent.

(b) Owner acknowledges that Lessee has entered into a financing arrangement including promissory notes and financial and security agreements for the financing of Lessee’s equipment (“Collateral”) with a third party financing entity (and may in the future enter into additional financing arrangements with other financing entities.) In connection therewith, Owner (i) consents to the installation of the Collateral; (ii) disclaims any interest in the Collateral as fixtures or otherwise, and (iii) agrees that the Collateral shall be exempt from execution, foreclosure, sale, levy, attachment or distress for any Rent due or to become due and that such Collateral may be removed at anytime without recourse to legal proceedings.

28. **Quiet Enjoyment.** Owner warrants that Lessee shall have quiet enjoyment of the Premises during the Initial Term of this Lease or any Renewal Term.
IN WITNESS WHEREOF, Owner and Lessee have executed this Tower Attachment
Communication Site Agreement effective as the day and year first above written.

Attest: Cheryl Strickland, Clerk
By: [Signature]
By: [Signature]
Deputy Clerk

OWNER:
ST. JOHNS COUNTY, FL.
through its Board of County Commissioners
Name: [Signature]
Title: [Title]
Date: [Date]

LESSEE:
CLEARWIRE TECHNOLOGIES, Inc.
a Delaware corporation
By: [Signature]
Name: John Storch
Title: VP Network Deployment
Date: [Date]
ACKNOWLEDGEMENTS

STATE OF FLORIDA

COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this day of May 10, 2005 by Ted Zabinski, as Assistant County Attorney of the Board of County Commissioners, on behalf of St. Johns County. He/she is personally known to me or has produced as identification.

My commission expires: February 21, 2008

STATE OF WASHINGTON

COUNTY OF KING

I certify that I know or have satisfactory evidence that John A. Storch is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the VP Network Deployment of Clearwire Technologies, a Delaware corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 4/18/05

Notary Public in and for the State of Washington
Print Name: Ana M. Hemmert
My commission expires: 6/29/06

(Use this space for notary stamp/seal)
EXHIBIT A

LEGAL DESCRIPTION OF OWNER'S PROPERTY AND EASEMENT

Owner's Property of which Premises are a part is legally described as follows:

5430 PALM VALLEY RD:

1-1 part of North 500ft of East 650ft lying west of CR210 - 275 ft on CR210 X 290 ft as recorded in OR Book 669 Page 1516
EXHIBIT B
DESCRIPTION OF PREMISES

The Premises consist of those areas described/shown below and where the Equipment occupies Owner's Property and the communication tower thereon. The Premises and the associated utility connections and access, including easements, ingress, egress, dimensions, and locations as described/shown below, are approximate only and may be adjusted or changed by Tenant at the time of construction to reasonably accommodate sound engineering criteria and the physical features of Owner's Property.

A 3'X9' portion of the Property described in Exhibit A together with the described Tower location and location of connecting appurtenances.
EXHIBIT "C"

LESSEE'S PERSONAL PROPERTY AND EQUIPMENT

Owner and Lessee agree that within one hundred eighty (180) days following the Commencement Date, Lessee will replace this Exhibit "C" with a revised Exhibit "C" which shall specifically identify the personal property and equipment to be attached to the Tower and Premises.

Final Exhibit "C":

![Diagram of equipment location plan, foundation, anchoring detail, cross section, test well detail, single line diagram]
EXHIBIT “D”

MEMORANDUM OF LEASE

AFTER RECORDING, PLEASE RETURN TO:

Clearwire Technologies, Inc.
Attn: Property Manager
5808 Lake Washington Blvd NE, Suite 300
Kirkland, WA 98033

Memorandum of Lease

A Communication Site Agreement ("Lease") by and between St. Johns County, through its Board of Commissioners ("Owner") and Clearwire Technologies, Inc., a Delaware corporation ("Tenant") was made regarding a portion of the following property:

See attached Exhibit A incorporated herein for all purposes.

The Lease is for a term of five (5) years and will commence on the date as set forth in the Lease (the "Commencement Date") and shall terminate at midnight on the last day of the month in which the fifth (5th) anniversary of the Commencement Date shall have occurred, unless sooner terminated in accordance with the terms thereof. Tenant shall have the right to extend this Lease for five (5) additional five-year term.

IN WITNESS WHEREOF, the parties hereto have executed this memorandum effective as of the date of the last party to sign.

TENANT:
CLEARWIRE TECHNOLOGIES, INC.

OWNER:
ST. JOHNS COUNTY, FL.
through its Board of County Commissioners

By: ____________________________
Name: __________________________
Title: __________________________
Date: __________________________

By: ____________________________
Name: __________________________
Title: __________________________
Date: __________________________
TENANT ACKNOWLEDGEMENT

STATE OF __________________________

 COUNTY OF __________________________

  On this ___ day of __________, 2005, before me, a Notary Public in and for the State of ______________, personally appeared ______________, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that He/She was authorized to execute the instrument, and acknowledged it as the ______________ of Clearwire Technologies, Inc, to be the free and voluntary act and deed of said party for the uses and purposes mentioned in the instrument.

  IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

NOTARY PUBLIC in and for the State of __________________________, residing at __________________________
My appointment expires __________________________
Print Name __________________________

LANDLORD ACKNOWLEDGEMENT

STATE OF __________________________

 COUNTY OF __________________________

  On this ___ day of __________, 2005, before me, a Notary Public in and for the State of ______________, personally appeared ______________, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument and acknowledged it to be His/Her free and voluntary act and deed for the uses and purposes mentioned in the instrument.

  IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

NOTARY PUBLIC in and for the State of __________________________, residing at __________________________
My appointment expires __________________________
Print Name __________________________
EXHIBIT A TO MEMORANDUM OF LEASE
LEGAL DESCRIPTION
MEMORANDUM OF LEASE

AFTER RECORDING, PLEASE RETURN TO:

Clearwire Technologies, Inc.
Attn: Property Manager
5808 Lake Washington Blvd NE, Suite 300
Kirkland, WA 98033

Memorandum of Lease

A Communication Site Agreement ("Lease") by and between St. Johns County, through its Board of Commissioners ("Owner") and Clearwire Technologies, Inc., a Delaware corporation ("Tenant") was made regarding a portion of the following property:

See attached Exhibit A incorporated herein for all purposes.

The Lease is for a term of five (5) years and will commence on the date as set forth in the Lease (the "Commencement Date") and shall terminate at midnight on the last day of the month in which the fifth (5th) anniversary of the Commencement Date shall have occurred, unless sooner terminated in accordance with the terms thereof. Tenant shall have the right to extend this Lease for five (5) additional five-year term.

IN WITNESS WHEREOF, the parties hereto have executed this memorandum effective as of the date of the last party to sign.

TENANT:
CLEARWIRE TECHNOLOGIES, INC.

By: 
Name: John A. Storch
Title: VP, Network Deployment
Date: 4-6-05

OWNER:
ST. JOHNS COUNTY, FL.
through its Board of County Commissioners

By: 
Name: Ted Zehrsky
Title: Assistant County Administrator
Date: 5/3/05
TENANT ACKNOWLEDGEMENT

STATE OF Washington ) ss.

COUNTY OF King )

On this 1st day of April, 2005, before me, a Notary Public in and for the State of Washington, personally appeared John A. Storch, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that he/she was authorized to execute the instrument, and acknowledged it as the True and Correct Record of Clearwire Technologies, Inc, to be the free and voluntary act and deed of said party for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

[Signature]
Notary Public in and for the State of Washington
Residing at Lake Stevens, WA
My appointment expires 6/29/06
Print Name Ana M. Hemmert

LANDLORD ACKNOWLEDGEMENT

STATE OF Florida ) ss.

COUNTY OF St. Johns )

On this 2nd day of May, 2005, before me, a Notary Public in and for the State of Florida, personally appeared Ted Zebrowski, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument and acknowledged it to be His/Her free and voluntary act and deed for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

[Signature]
Notary Public in and for the State of Florida
Residing at Hastings, FL
My appointment expires February 21, 2008
Print Name Yvonne King
EXHIBIT A TO MEMORANDUM OF LEASE
LEGAL DESCRIPTION

Landlord's Property of which Premises are a part is legally described as follows:

5430 PALM VALLEY RD:

1-1 part of North 500ft of East 650ft lying west of CR210 – 275 ft on CR210 X 290 ft as recorded in OR Book 669 Page 1516
FIRST AMENDMENT TO TOWER ATTACHMENT COMMUNICATIONS SITE AGREEMENT

This First Amendment to Tower Attachment Communications Site Agreement ("First Amendment") attached to and made a part of the Tower Attachment Communications Site Agreement (the "Agreement") dated April 8, 2005, by and between St. Johns County Board of County Commissioners (herein called "Owner") and Clearwire US LLC, a Nevada limited liability company (herein called "Lessee").

In case of any inconsistencies between the terms and conditions contained in the Agreement and the terms and conditions contained herein, the terms and conditions herein shall control. Except as set forth below, all provisions of the Agreement remain unchanged and in full force and effect.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Owner agrees to permit Lessee to replace and add certain antennas and feed lines, along with associated mounts, brackets, cabling and associated grounding as stated in Exhibit C-1. Therefore, Exhibit C of the Agreement is deleted in its entirety and replaced with Exhibit C-1, which is attached hereto and incorporated herein by this reference. Owner agrees to allow Lessee to delay the removal of certain equipment for up to one hundred eighty (180) days after the installation of the additional equipment in order to ensure the implementation of the new equipment. The only equipment for which the removal may be delayed up to one hundred eighty (180) days is labeled on Exhibit C-1 as "temporary" under "Temporary Inventory," and at the end of such one hundred eighty (180) day period, only the equipment listed on Exhibit C-1 under "Final Inventory" shall be allowed to remain. Notwithstanding anything herein to the contrary, Owner shall not consent to the equipment installations permitted herein (including the equipment which is temporarily or permanenly) without the consent of Lessee subject to their receipt of an acceptable structural analysis which states that the existing loading plus temporary loading is structurally sound and also a report that states the final loading is structurally sound.

2. Lessee acknowledges that Exhibit C of the Agreement was not replaced with a revised Exhibit C as required in Exhibit C to the Agreement. Owner agrees to accept Exhibit C-1 attached hereto, which specifically identifies the personal property and equipment to be attached to the Tower and Premises as required in Exhibit C to the Agreement.

3. The monthly rent shall be increased to two hundred fifty and 00/100 dollars ($250.00) for a total monthly rent of $2,551.41. The increase shall occur on the earlier of (1) the first day of the month on which the Lessee begins installation of its Equipment at the site; or (2) one hundred eighty (180) days from the full execution of this First Amendment.

4. Paragraph 5(b) is hereby revised to reflect Rent to be paid to Owner by Lessee during each renewal term ("RT"):  
   - First RT: $2,551.41  
   - Second RT: $2,934.13  
   - Third RT: $3,374.25  
   - Fourth RT: $3,880.39

5. Paragraph eighteen (18) is hereby revised to provide the following notice address for Lessee:

   Tenant: Clearwire US LLC  
   4400 Carillon Point  
   Kirkland, WA 98033  
   Attn: Site Leasing
IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed on the ___ day of ____________________, 2010.

Signed, sealed and delivered in the presence of:

Witness ____________________
(print or type name)

BOARD OF COUNTY COMMISSIONERS, ST. JOHNS COUNTY, FLORIDA

By: ________________________
    Michael D. Wanchick
    County Administrator

Attest: ________________________

Witness ____________________
(print or type name)

Deputy Clerk

OWNER

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this ___ day of __________, 2010, by Michael D. Wanchick, County Administrator, and _______________________ Deputy Clerk for the Board of County Commissioners, St. Johns County, Florida, a political subdivision of the State of Florida, on behalf of Lessor, who are personally known to me.

____________________________
Notary Public

Legally Sufficient:

By: ________________________
    Deputy County Attorney

Date: ________________________

EDIT JCK036 Clearwire-Ponte Vedra First Amendment 02-25-10 Rev 1-10-28-09
Signed, sealed and delivered in the presence of:

Witness __________________________
(print or type name)

Witness __________________________
(print or type name)

CLEARWIRE US LLC,
A NEVADA LIMITED LIABILITY COMPANY

By:

Name: __________________________

Title: __________________________

Date: __________________________

LESSEE

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this ______ day of ________, 2010, by
____________________ as ______________________ on behalf of Clearwire US LLC, who is personally known
to me or produced ______________________ as identification.

____________________________________
Notary Public
EXHIBIT C-1

DESCRIPTION OF PREMISES

to the Agreement dated April 8, 2005, by and between St. Johns County Board of County Commissioners, as Owner, and Clearwire US LLC, a Nevada limited liability company, as Lessee.

The Premises are described and/or depicted as follows:

Existing Inventory:
- One DDB Unlimited Equipment Cabinet installed in leased 7ft x 7ft ground space area.
- (3) 2' Microwave dishes.
- (3) Stellas Doradus panel antennas.
- (3) Nextnet BTS units mounted behind associated panel antennas.
- (3) 5/16” cables for panel antennas.
- (3) ½” lines for Microwave dishes.

Temporary Inventory:
- One DDB Unlimited Equipment Cabinet installed in leased 7ft x 7ft ground space area.
- (3) Microwave dishes [(2) 2’ MW dishes & (1) 2.5’ MW dish].
- (3) Kathrein 840 10054 panel antennas.
- (3) Nextnet BTS units mounted behind associated panel antennas (temporary).
- (3) Motorola DAP VX RF BTS units mounted behind associated panel antennas.
- (6) Clearcom Diplexers mounted behind associated panel antennas (temporary).
- Replace the existing mounts with T-arm mounts.
- (9) 5/16” cables (3 lines are temporary).
- (3) ½” lines for Microwave dishes.
- (1) ½” line for GPS (temporary).

Final Inventory:
- One DDB Unlimited Equipment Cabinet installed in leased 7ft x 7ft ground lease area.
- (3) Kathrein 840 10054 panel antennas.
- (3) Motorola DAP VX RF BTS units (mounted behind associated panels).
- (3) Microwave dishes [(2) 2’ MW dishes & (1) 2.5 MW dish].
- (6) 5/16” cables (2 per panel antenna).
- (3) ½” cables to 3 Microwave dishes.

EXHIBIT C-1 CONTINUES ON FOLLOWING 10 PAGES
PONTE VEDRA
SITE # FL-JCK036

SITE INFORMATION:
PROPOSED USE: WIRELESS BROADCAST FACILITY
PROPERTY OWNER: ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS
JOE DURCH
904-823-2548
TAX PARCEL/APPN: 
TOWER OWNER: 
PHONE: 
SITE ADDRESS: 5430 PALM VALLEY ROAD
PONTE VEDRA, FL 32082
LATITUDE: N 30° 11' 30" (NAD 83)
LONGITUDE: W 81° 22' 56" (NAD 83)
COUNTY: ST. JOHNS
GROUND ELEV.: ±7.6' AMSL
ZONING: 
CLARIFFICATION: 
APPLICANT: CLEARWIRE
4400 CARILLON POINT, SUITE 300
KIRKLAND, WA 98033
ENGINEER: WALKER ENGINEERING, INC.
8451 DUNWOODY PLACE
SANDY SPRINGS, GA 30350
CONTACT: SCOTT HIGGENS
PHONE: 770-841-7308 EXT. 15
POWER CO.: JEA
CONTACT: CUSTOMER SERVICE
PHONE: 904-885-8000
TELCO.: AT&T
CONTACT: CUSTOMER SERVICE
PHONE: 877-253-0099

CODE REQUIREMENTS:
BUILDING: 2007 FLORIDA BUILDING CODE W/ 2008 SUPPLEMENTS
ELECTRICAL: 2006 NATIONAL ELECTRICAL CODE
2007 FLORIDA FIRE PREVENTION CODE
STRUCTURAL: TL-2220 STRUCTURAL STANDARD FOR ANTENNA SUPPORTING STRUCTURES AND ANTENNAS

NOTES:
AN EXISTING OSPREY NEST IS LOCATED ON THE TOWER

TABLE OF CONTENTS:
SHEET # DRAWING TITLE REV. REV. DATE
T1 TITLE SHEET 0 10/14/09
C1 GENERAL NOTES 0 10/14/09
C2 SITE PLAN AND TOWER ELEVATION 0 10/14/09
C3 EXIST. AND NEW ANTENNA CONFIGURATION 0 10/14/09
C4 BTS CABLING 0 10/14/09
C5 SITE DETAILS 0 10/14/09
C6 SITE DETAILS 0 10/14/09
E1 ELECTRICAL AND GROUNDING NOTES 0 10/14/09
E2 GROUNDING DETAILS 0 10/14/09
E3 GROUNDING DETAILS 0 10/14/09

SCOPE OF WORK:
REMOVAL OF EXISTING ANTENNA MOUNT, ANTENNAS AND ASSOCIATED EQUIPMENT. INSTALL NEW UNIVERSAL MOUNT AND NEW ANTENNAS. INSTALL NEW FEEDS AND DIPLEXERS. REMOVE EXIST. MICROPHONE ANTENNA AND REPLACE IN ORIGINAL LOCATION AND SECTIONS. REMOVE OR ADD ELECTRICAL CABINET AT GROUND LEVEL. INSTALL NEW PULLBOX AT TOWER FOR INSTALLATION OF NEW RF CABLES.

APPROVALS:
THE FOLLOWING PARTIES HEREBY APPROVE AND ACCEPT THESE DOCUMENTS AND AUTHORIZE THE CONTRACTOR TO PROCEED WITH THE PREPARATION OF CONSTRUCTION DRAWINGS DESCRIBED ABOVE. ALL DOCUMENTS ARE SUBJECT TO REVISION BY THE LOCAL BUILDING DEPARTMENT AND MAY REQUIRE CHANGES OR MODIFICATIONS.

CLEARWIRE P.M.: 
CLEARWIRE R.F.: 
CLEARWIRE CONSTR.: 
CLEARWIRE BACKMA.: 
SITE ACC.: 
DATE: 
DATE: 
DATE: 
DATE: 
DATE: 

REVISIONS

PREPARED BY:
WALKER ENGINEERING ING.
8451 DUNWOODY PLACE
SANDY SPRINGS, GA 30350
PHONE: 770-841-7308
FAX: 770-587-7196

IN CHARGE: 
WALKER, P.E.
8451 DUNWOODY PLACE
SANDY SPRINGS, GA 30350
PHONE: 770-841-7308
FAX: 770-587-7196

PREPARER:
SHAWN L. WALKER P.E. #15225
4400 CARILLON POINT, SUITE 300
KIRKLAND, WA 98033

DRAWN BY:

INCHES

T1
SITE WORK GENERAL NOTES:

1. THE SUBCONTRACTOR SHALL CONDUCT UTILITY LOCATING SERVICES PRIOR TO THE START OF WORK.

2. ALL EXISTING ACREAGE BOUNDARIES, WELLS, GROVES, ELECTRIC AND OTHER UTILITIES WHERE SUCH INFORMATION IS NOT AVAILABLE OR WHERE THE INFORMATION PROVIDED IS INACCURATE OR OBSOLETE, SHALL BE CONFIRMED. THE CONTRACTOR SHALL NOT BE LIABLE FOR ANY LOSSES TO WATER OR ELECTRICAL SERVICES OR ANY OTHER UTILITIES WHICH MAY OCCUR DURING THE COURSE OF THE WORK.

3. ALL SITE WORK SHALL BE AS INDICATED ON THE DRAWINGS AND SPECIFICATIONS.

4. IF NECESSARY, FURNISH, STAPLE, SPOOL, STRING, STICK, STONE AND OTHER REFUSE SHALL BE REMOVED FROM THE SITE AND DISPOSED OF LEGALLY.

5. ALL EXISTING BARRIER, SEWER, GROVES, ELECTRIC AND OTHER UTILITIES WHICH WERE IDENTIFIED WITH THE SITE INFORMATION PROVIDED ARE TO BE CONFIRMED. THE SUBCONTRACTOR IS NOT RESPONSIBLE FOR ANY LOSSES TO WATER OR ELECTRICAL SERVICES OR ANY OTHER UTILITIES WHICH May OCCUR DURING THE COURSE OF THE WORK. THE UNDERSIGNED AGREES TO THE SUBJECT OF CONTRACT, OWNER AND/OR LOCAL AUTHORITIES.

6. THE SUBCONTRACTOR SHALL REMOVE EXISTING BARRIER PRIOR TO CONSTRUCTION.

7. THE SUBGRADE SHALL BE COMPACTED PRIOR TO THE INSTALLATION OF THE SUBGRADE.

8. THE SUBGRADE SHALL BE COMPLETED AND BACKFILL PRIOR TO THE INSTALLATION OF THE SUBGRADE.

9. THE UNDERSIGNED AGREES TO THE SUBJECT OF CONTRACT, OWNER AND/OR LOCAL AUTHORITIES.

GENERAL NOTES:

1. FOR THE PURPOSE OF CONSTRUCTION DRAWINGS, THE FOLLOWING DEPARTMENTS SHALL APPLY:

   SUBCONTRACTOR — GENERAL CONTRACTOR (CONSTRUCTION)
   ORIGINAL EQUIPMENT MANUFACTURER

2. PRIOR TO THE SUBMISSION OF BIDS, THE BIDDING SUBCONTRACTOR SHALL CERTIFY THAT THE CONTRACTOR IS AUTHORIZED TO ENTER INTO THE AGREEMENT AND THAT THE CONTRACTOR AGREES WITH THE TERMS AND CONDITIONS OF THE AGREEMENT.

3. ALL MATERIALS FURNISHED AND INSTALLED SHALL BE SUBJECT TO ACCEPTANCE IN ACCORDANCE WITH ALL APPROPRIATE CODES, REGULATIONS, AND ORDINANCES. SUBCONTRACTORS SHALL COMPLY WITH ALL APPROPRIATE REQUIREMENTS AND SHALL COMPLY WITH ANY PUBLIC AUTHORITY REQUIREMENTS.

4. A COMPLETE BILL OF GOODS SHALL BE SUBMITTED TO THE CONTRACTOR WITHIN THE TIME FRAME AS STATED IN THE AGREEMENT.

5. UNLESS OTHERWISE STATED, THE WORK SHALL INCLUDE ALL MATERIALS, WORKMANSHIP, AND SERVICE AS STATED IN THE AGREEMENT.

6. A FULL COMPLIMENT OF GOODS SHALL BE SUBMITTED TO THE ORGANIZING MATERIALS, WORKMANSHIP, AND SERVICE AS STATED IN THE AGREEMENT.

7. A FULL BILL OF GOODS SHALL BE SUBMITTED TO THE CONTRACTOR WITHIN THE TIME FRAME AS STATED IN THE AGREEMENT.

8. A COMPLETE BILL OF GOODS SHALL BE SUBMITTED TO THE CONTRACTOR WITHIN THE TIME FRAME AS STATED IN THE AGREEMENT.

9. A COMPLETE BILL OF GOODS SHALL BE SUBMITTED TO THE CONTRACTOR WITHIN THE TIME FRAME AS STATED IN THE AGREEMENT.

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50. ALL MATERIALS FURNISHED AND INSTALLED SHALL BE SUBMITTED TO THE CONTRACTOR WITHIN THE TIME FRAME AS STATED IN THE AGREEMENT.
EXIST. ANTENNAS AND MOUNTING PLATFORM

REMOVE EXISTING ANTENNA MOUNT, ANTENNAS AND ASSOCIATED EQUIPMENT. INSTALL (3) NEW ANTENNAS, (2) DIAPHEADS AND (6) DOPPLERS, REINSTALL EXIST. MICROPHONE ANTENNAS AND RADIO'S ORIGINAL AZIMUTHS AND SECTORS.

EXIST. SELF-SUPPORTING TOWER

FOR CLARITY, NOT ALL TOWER APPURTENANCES SHOWN

EXIST. CONDUIT WEATHERHEADS

EXIST. GPS ANTENNA

EXIST. PULLBOX

EXIST. CONDUITS

EXIST. CLEARWARE EQUIPMENT ON CONCRETE PAD

NEW 18"X18" NEWMAX 3R JUNCTION BOX

NEW 18"X18" NEWMAX 3R JUNCTION BOX

EXIST. CLEARWARE EQUIPMENT ON CONCRETE PAD

EXIST. GENERATOR ON CONCRETE PAD

EXIST. CONCRETE PAD (EMPTY)

EXIST. CLEARWARE EQUIPMENT ON CONCRETE PAD

EXIST. EQUIPMENT SHIELD

EXIST. UTILITY STAND

EXIST. SELF-SUPPORTING TOWER

(2) NEW 3" X 40' PVC CONDUITS

(1) NEW 18"X18" NEWMAX, 3R JUNCTION BOX

(2) NEW 6" WIDE GATES

(2) NEW 6" WIDE GATES

NEW 18"X18" NEWMAX 3R JUNCTION BOX

(2) EXIST. 6" WIDE GATES

NOTES:

1. TOWER ELEVATION NOT TO SCALE

2. TOWER ELEVATION NOT TO SCALE

3. TOWER ELEVATION NOT TO SCALE

4. TOWER ELEVATION NOT TO SCALE

5. TOWER ELEVATION NOT TO SCALE

6. TOWER ELEVATION NOT TO SCALE

7. TOWER ELEVATION NOT TO SCALE
ELECTRICAL INSTALLATION NOTES:

1. ALL ELECTRICAL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS, NEC AND ALL APPLICABLE CODES.

GROUNDING NOTES:

1. ALL GROUND ELECTRICAL SYSTEMS (INCLUDING TELECOMMUNICATION, BROAD, LIGHTING PROTECTION AND AC POWER GROUNDS) SHALL BE JOINED TOGETHER, BY TWO OR MORE COPPER BRIDGING CONDUCTORS IN ACCORDANCE WITH THE NEC.

2. THE SUBCONTRACTOR SHALL PERFORM THE REQUIRED GROUNDING TO THE INDIAN TEBRAE (PIER 56 AND 81) FOR GROUNDING ELECTRICAL SYSTEMS. THE SUBCONTRACTOR SHALL PROVIDE AND INSTALL SUPPLEMENTAL GROUND ELECTRICAL AS NEEDED TO ACHIEVE A PROJECT RESULTS OF 5 OHMS OR LESS.

3. THE SUBCONTRACTOR IS RESPONSIBLE FOR PROPER SEQUESTERING GROUNDING AND UNDERGROUND CONDUCTOR INSTALLATION AS TO PREVENT ANY LOSS OF COMPLIANCE IN THE GROUNDING SYSTEM OR DAMAGE TO THE CONDUIT.

4. METAL CONDUCTORS THAT WILL BE GROUNDED AND MADE ELECTRICALLY CONTINUOUS WITH LISTED BONDED FITTINGS OR BY MAKING ACROSS THE DISCONTINUITY WIRE AND COPPER BARE WIRE APPLIED GROUNDS (GREY CONDUCTORS) TO THE CONDUIT.

5. BARE COPPER CONDUCTORS SHALL NOT BE USED AS THE REQUIRED GROUNDING SYSTEMS As CONDUCTORS, STRANDED COPPER CONDUCTORS WITH GREY INSULATION, SIZE IN ACCORDANCE WITH THE NEC SHALL BE FURNISHED AND INSTALLED WITH THE POWER CIRCUITS TO THE EQUIPMENT.

6. EACH BARE SHALL BE DIRECTLY CONNECTED TO THE GROUND BUS WITH GREY INSULATED SUPPLEMENTAL EQUIPMENT GROUNDING WIRES, AND COPPER BRIDGE ON LOAD.

7. CONNECTIONS TO THE GROUND BUS SHALL NOT BE DOUBLE UP ON CONNECT, BACK TO BACK CONNECTIONS OR ON THE SAME SIDE OF THE GROUND BUS ARE PERMITTED.

8. ALL EXTERIOR GROUND CONDUCTORS BETWEEN EQUIPMENT AND GROUND BUS AND THE GROUND BUS SHALL BE 2 OR 3 AND SOLID TIN COPPER UNLESS OTHERWISE INDICATED.

9. ALUMINUM CONDUCTOR OR COPPER/ALUMINUM CONDUCTORS SHALL NOT BE USED FOR GROUNDING CONNECTIONS.

10. USE OF 667 SECTIONS IN THE PROTECTION GROUNDING CONDUCTORS SHALL BE AVOIDED WHEN 667 SECTIONS CAN BE ADEQUATELY SUPPORTED. ALL BARE WIRING SHALL BE MADE WITH 12" RADIUS OR LARGER.

11. EXCEEDING FLOOR SHALT BE USED FOR GROUNDING CONNECTIONS BETWEEN EQUIPMENT AND GROUND BUS.

12. ALL GROUND CONNECTIONS MADE BETWEEN CONNECTIONS SHALL BE MADE USING POWER PLUGS, EXCEPT FOR GROUND BUS CONNECTION FROM EQUIPMENT TO OUTSIDE GROUND BUS. ALL ALL EXTERIOR EQUIPMENT

13. CONSTRUCTION GROUNDING CONNECTORS MAY BE REPLACED BY EXTERNAL WIRING CONNECTIONS.

14. EXTERNAL AND EXTERIOR GROUND CONNECTIONS SHALL BE COATED WITH A CORROSION RESISTANT MATERIAL.

15. ALL WIRING, ELECTRICAL AND NON-ELECTRICAL, METAL BOXES, FRAMES AND SUPPORTS SHALL BE BONDED TO THE GROUND BUS IN ACCORDANCE WITH THE NEC.

16. BOND ALL METALLIC OBJECTS WITHIN A FOOT OF MAIN GROUND WIRING WITH (1) THE AND 2-PLATED COPPER GROUNDING CONDUCTORS.

17. GROUNDING CONDUCTORS USED IN THE FACILITY GROUNDING AND LIGHTING PROTECTION SYSTEMS SHALL BE VACUUM-TIGHT FOR METALLIC OR WIRELESS INSTRUMENTS OR BUMPERS IN ACCORDANCE WITH THE NEC.

18. THE SUBCONTRACTOR SHALL HAVE CORRECT ELECTRICAL CONNECTIONS IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS, CODES AND ENHANCE TO PROFESSIONAL LIFE AND PROPERLY.

19. ALL WIRING SHALL BE BONDED TO A PERMANENT COP AND REDUCERS, PROPERLY BONDED AND MADE TO ALLOW FOR FRED THROUGH AND EXTENSION OF TELEPHONE CABLES, CABLES AND RELATED GROUNDING WIRES.

20. ALL WIRING SHALL BE COPPER, ALUMINUM WIRE IS NOT PERMITTED.
**Antenna Grounding:**

1. Provide ground bars at each antenna sector.
2. Bond BTS units to ground bars at each antenna sector.
3. Bond the antenna mast and BTS ground directly to the existing tower ground ring.
4. Antenna grounds to be kept separate from equipment ground.

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**Equipment Grounding:**

1. The equipment ground shall be comprised of several components:
   - Interior site support cabinet (SSC) ground bar
   - Connections from all SSC internal components to SSC ground bar
2. From the SSC ground bar, extend the ground to the telco box ground plate.
3. Connect telco box ground bar to equipment ground ring.