RESOLUTION NO. 2023-431

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS AND CONDITIONS OF A NON-EXCLUSIVE COMMUNICATION TOWER LEASE AGREEMENT ALONG WITH THE PROVISIONS OF A MEMORANDUM OF LEASE WITH T-MOBILE SOUTH LLC AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE THE LEASE AGREEMENT AND MEMORANDUM ON BEHALF OF THE COUNTY.

RECITALS

WHEREAS, St. Johns County owns a communication tower facility located at 5885 County Road 208, St. Augustine, Florida which is an integral part of an interoperable communication system for use by local, state and federal public safety agencies; and,

WHEREAS, T-Mobile South LLC is seeking to enter into a Non-Exclusive Communication Tower Lease Agreement ("Lease Agreement") and Memorandum of Lease ("Memorandum"), attached hereto as Exhibit "A" and Exhibit "B", incorporated by reference and made a part hereof, to collocate on the Tower to provide enhanced wireless communication service in the surrounding area; and,

WHEREAS, entering into the proposed Lease Agreement and Memorandum serves the best interests of the citizens of the County.

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 hereby approve the material terms and conditions of the Lease Agreement and Memorandum, and authorizes the County Administrator, or designee, to execute the Lease Agreement and Memorandum in substantially the form attached hereto, and any future amendments to the Lease Agreement and/or Memorandum that do not substantially change their material terms and conditions.

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

Section 4. The Clerk of the Court is instructed to file the original Lease Agreement in the Clerk's office and the Memorandum of Lease should be recorded in the Public Records of St. Johns County, Florida.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 7th day of November, 2023.

BY:

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

Rendition Date: NOV 0 8 2023

Christian Whitehurst, Chair

ATTEST: Brandon J. Patty, Clerk of the Circuit Court & Comptroller

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EXHIBIT "A" TO RESOLUTION

ST. JOHNS COUNTY NON-EXCLUSIVE COMMUNICATION TOWER LEASE AGREEMENT (Lessee Site Name/No.: 9JK1427A/9JK1427A)

THIS COMMUNICATION TOWER LEASE AGREEMENT ("Lease Agreement"), dated ______, 20____, is made by and between ST. JOHNS COUNTY, a political subdivision of the State of Florida, having administrative offices located at 500 San Sebastian View, St. Augustine, Florida 32084 ("Lessor"), and T-MOBILE SOUTH, LLC, a Delaware limited liability company, with its principal offices at 12920 S.E. 38th Street, Bellevue, WA 98006 ("Lessee"). Lessor and Lessee are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

WITNESSETH:

WHEREAS, Lessor owns and controls that certain plot, parcel or tract of land located at 5885 County Road 208, St. Augustine, in St. Johns County, Florida 32092 ("Premises"), improved with a 250-foot, self-support communication tower, together with all rights and privileges arising in connection therewith; and

WHEREAS, said tower is an integral component of an interoperable communication system owned and operated by Lessor for use by local, state and federal public safety agencies providing law enforcement, firefighting services, ambulance services, emergency medical services, emergency management or other emergency services; and

WHEREAS, uninterrupted operation of the interoperable communication system is paramount to Lessor's obligation to provide for the health, safety and welfare of the citizens of St. Johns County; and

WHEREAS, Lessor does hereby propose to lease certain space on the tower and certain ground space at the Premises to the Lessee subject to the terms and conditions hereinafter set forth; and

WHEREAS, Lessee desires to lease certain space on the tower and certain ground space at the Premises for the Lease Payments and upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and the mutual representations, covenant and agreements herein contained, Lessor and Lessee do hereby represent, covenant and agree as follows:

Article 1. Definitions.

1.1 Definitions of Words and Terms. In addition to any words and terms defined elsewhere in this Lease Agreement, capitalized words and terms used in this Lease Agreement shall have the meanings given to such words and terms in this Article 1.

"Commencement Date" means the first (1st) day of the first month following full execution of this Lease Agreement.

"Communication Tower" means the 250-foot, self-support communication tower located at 5885 County Road 208, St. Augustine, in St. Johns County, Florida 32092, that serves as a component part of the interoperable communication system owned and operated by Lessor, and is depicted in Exhibit A, attached hereto and incorporated herein.

"County" means St. Johns County, a political subdivision of the State of Florida.

"Effective Date" means date of full execution of this Lease Agreement.

"FCC" means the United States Federal Communications Commission.

"Government Approvals" means collectively, all local, state and federal permits, licenses and approvals governing Lessee's activity at the Premises.

"Impositions" means all federal, state or local taxes, general and special assessments, fees and regulatory charges of whatever nature which may be lawfully taxed, charged, levied, assessed or imposed upon or against the Communication Tower or any part thereof leased hereby to Lessee.

"Interference" means any use on the Premises that causes electronic or physical obstruction with or degradation of the communication signals from the Communication Tower.

"Lessee's Equipment" means personal property located on the Communication Tower or at the Premises as described in Exhibit D, entitled "Lessee Equipment Schedule," attached hereto and incorporated herein.

"Lease Agreement" means this Communication Tower Lease Agreement between Lessor and Lessee, along with any attachments, exhibits, supplements and amendments to this Lease Agreement made in accordance with the provisions herein.

"Notice Address" means,

With respect to Lessor:	 St. Johns County Land Management Systems Attn: Real Estate Division 500 San Sebastian View St. Augustine, Florida 32084 Phone: (904) 209-0760
With copies to:	St. Johns County Fire Rescue Attn: Radio Systems Manager 3657 Gaines Road St. Augustine, Florida 32084 Phone: (904) 209-1789
	St. Johns County Office of the County Attorney 500 San Sebastian View St. Augustine, Florida 32084
In case of Emergency:	(904) 829-2226
With respect to Lessee:	T-Mobile USA, Inc. 12920 SE 38 th Street Bellevue, WA 98006 Attn: Lease Compliance/9JK1427A
In case of Emergency:	(877) 611-5868

"**Premises**" means that certain plot, parcel or tract of land located at 5885 County Road 208, in St. Johns County, Florida, described in Exhibit A, attached hereto and incorporated herein.

"Prerequisites" means the requirements, including, but not limited to, drawings, plans, specifications, structural analysis and Interference analysis, set forth in Exhibit B, attached hereto and incorporated herein, along with insurance coverage and any permits, licenses and/or approvals that must be successfully completed by Lessee prior to execution of this Lease Agreement.

"Public Safety Agency" means any governmental agency providing law enforcement, emergency management, firefighting services, ambulances, emergency medical or other emergency services.

"State" means the State of Florida.

"Tower and Ground Lease Area" means that space on the Communication Tower and within the Premises where Lessor grants to Lessee permission to install, construct, maintain, operate, repair, replace and upgrade communication fixtures and related equipment, as specifically described in Exhibit C, attached hereto and incorporated herein.

"Utilities" means the equipment, labor and actual costs of providing and supplying electrical, fiber and telephone service (if applicable) to Lessee's Equipment.

1.2. Rules of Interpretation.

Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons. All references in this Lease Agreement to the designated Articles, Sections and subdivisions of this document as originally executed. The words "herein," "hereof," "hereunder," and other words of similar import refer to this Lease Agreement as a whole and not to any particular Article, Section or other subdivision.

Article 2. Representations.

2.1 Representations by the Lessor.

The Lessor makes the following representations:

(a) Lessor is a duly created political subdivision of the State of Florida, and has the power to enter into and perform the transactions contemplated by this Lease Agreement and to carry out its obligations contained herein.

(b) Lessor, except as otherwise provided herein, will not, for the duration of this Lease Agreement, assign, lease, hypothecate, encumber with restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, or otherwise create any other interest in, or dispose of, or cause any lien, claim or encumbrance to be placed against the leasehold interest hereby conveyed to Lessee which would adversely affect Lessee's Permitted Use and enjoyment of the Premises under this Lease Agreement, provided that and for so long as Lessee is not in default of this Lease Agreement in a manner that interferes with or otherwise reduces Lessor's ability to use the Premises, Communication Tower or associated equipment or any Public Safety Agency's use thereof.

(c) Lessor owns fee title to the Premises and all improvements thereto.

(d) Lessor, acting by and through its governing body, has duly authorized the execution and delivery of this Lease Agreement.

(e) As long as Lessee is not in default, then Lessor grants to Lessee sole, actual, quiet and peaceful use, enjoyment and possession of the Tower and Ground Lease Area without hindrance or ejection by any persons lawfully claiming under Lessor.

(f) Lessor's execution and performance of this Lease Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on Lessor.

(g) If the Premises is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, Lessor will promptly provide Lessee a mutually agreeable subordination, non-disturbance and attornment agreement executed by Lessor and the holder of such security interest.

2.2 **Representations by the Lessee.** The Lessee makes the following representations:

(a) Lessee is a limited liability company organized under the laws of the State of Delaware, and is authorized to conduct business in the State of Florida. For the duration of this Lease Agreement, Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a corporate entity in good standing.

(b) Lessee has the lawful power and authority to enter into this Lease Agreement and to carry out its obligations contained herein, and by proper action of Lessee's governing body has been duly authorized to execute and deliver this Lease Agreement, acting by and through its duly authorized officers.

(c) Lessee will not use the leasehold interest hereby conveyed by Lessor in any manner, whether directly or indirectly, that will interfere with or otherwise reduce Lessor's or any Public Safety Agency's use of the Communication Tower or the Equipment Shelter, or any other governmental or non-governmental use of the Communication Tower or Equipment Shelter in violation of Article 9 of this Lease Agreement.

(d) Lessee shall have a continuing duty for the Term of this Agreement to ensure that Lessee's Equipment is accurately reflected in the Lessee Equipment Schedule, attached here to as Exhibit D, and incorporated herein.

(e) Lessee shall comply with all local, state and federal ordinances, statutes, laws, rules, regulations and other applicable provisions governing Lessee's activity at the Premises.

Article 3. Granting Provisions.

3.1 Prerequisites.

(a) Notwithstanding any other provision contained herein, it is specifically noted that this Lease Agreement shall not be effective unless and until Lessee has successfully completed all Prerequisites as determined by the Lessor, in its reasonable discretion.

(b) Lessor shall review and approve all drawings, plans, specifications, structural analyses and Interference analyses set forth in Exhibit B prior to execution of this Lease.

(c) All structural analyses provided pursuant to this Article shall be performed in accordance with the ANSI/TIA-222-G-2-2009 Structural Standard for Antenna Supporting Structures and Antennas – Addendum 2 based upon a 3-second basic wind speed of 155 mph, Structure Class III, Importance Factor 1.15, and Exposure Category C per section 1609.3.1 as required for the use in the TIA-222-G standard per Exception #5 of Section 1609.1.1. These design criteria exceed the requirements of the 2010 Florida Building Code based upon a 3-second ultimate wind speed of 200 mph, Risk Category IV, and Exposure Category C.

(d) Notwithstanding any other provision contained herein, this Lease Agreement shall not be effective unless and until Lessee has obtained all insurance coverage as provided under Article 15, and such insurance coverage has been approved by Lessor.

3.2 Leasehold and Permitted Use.

(a) Lessor, in consideration of the Lease Payment, covenants and agreements of the Lessee contained herein, does hereby lease to Lessee space within the Premises and necessary space on the Communication Tower located at the Premises, as specifically described and depicted in Exhibit C, entitled "Tower and Ground Lease Area," attached hereto and incorporated herein.

(b) Such lease permits Lessee to use the Premises for the transmission and reception of communication signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of its communication fixtures and related equipment, cables and accessories and improvements, as well as the right to test, survey and review title on the Premises.

(c) Lessee's construction and installation of all equipment at the Premises shall be performed in accordance with plans, drawings and specifications approved by Lessor in writing not to be unreasonably withheld, conditioned or delayed. Except as provided herein, no subsequent modification, alteration, supplementation, replacement, upgrade, expansion or relocation of any equipment at the Premises shall be made without prior review and written approval by Lessor not to be unreasonably withheld, conditioned or delayed. To the extent it deems advisable, Lessor retains the right to monitor and inspect Lessee's construction and/or installation of any or all equipment at the Premises. Notwithstanding the foregoing, Lessor and Lessee agree that Lessee shall not be required to obtain the prior written approval of Lessor for modifications, additions, upgrades, expansions, relocations and repairs to Lessee's Equipment within its Ground Lease Area or in connection with Like-for-Like Equipment Modifications (as defined herein) on the Communication Tower, provided that Lessee presents written documentation, sealed by a professional engineer, that the proposed Like-for-Like Equipment Modifications does not increase the loading of the Lessee's equipment on the tower and will not adversely affect the structural integrity of the tower. For purposes of this Lease Agreement, "Like-for-Like Equipment Modifications" means removal of all or any portion of the Lessee's Equipment on the Communication Tower (collectively, the "Old Equipment") and replacing the same with similar and comparable equipment that does not increase the loading of the Lessee's equipment on the tower. Further, with respect to modifications, additions, upgrades, expansions, relocations and repairs requiring Lessor's consent, Lessor may not condition its approval by requiring an increase in rent for any tower equipment modifications, additions, replacements, expansions or relocations that do not cause increased tower loading of the Communication Tower or jeopardize the structural integrity of the Communication Tower. All changes to the Lessee's Equipment shall require the parties to amend this Lease Agreement and revise Exhibit D to reflect the changes. In the case of Like-for-Like Equipment Modifications, the parties shall execute an amendment to this Lease Agreement, acceptable to both parties in their reasonable discretion, which amendment will revise Exhibit D to reflect the modification. The parties will use commercially reasonable efforts to execute such amendment within thirty (30) days of commencing the Like-for-Like Equipment Modifications.

(d) A professional engineer shall seal all structural analyses, Interference analyses, plans, drawings and specifications for construction and installation of any equipment on the Communications Tower, including any subsequent modifications, alterations, supplementations, replacements, upgrades, expansions or relocations of equipment at the Premises. In connection with Lessee's modifications, additions, upgrades, expansions, relocations and repairs of Lessee's Equipment on the Tower, Lessor hereby retains the right to require Lessee, at the Lessee's expense, to obtain a third party technical study thereof performed by a contractor, approved by Lessor.

(e) Lessor grants to Lessee a non-exclusive easement and right of way for ingress and egress at all times throughout the Term of this Lease Agreement, and at no charge to Lessee. Lessee and its employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access to and over the Premises and any existing access roads, easements and/or rights of way owned by Lessor to the Premises for the purpose of constructing, installing, maintaining, operating and repairing Lessee's Equipment.

(f) Lessor and Lessee mutually and expressly agree that grant of the lease and permitted use of the Premises is contingent upon the suitability of the Premises for Lessee's intended use and Lessee's ability to obtain all requisite local, state and federal licenses, permits, and/or other necessary approvals including without limitation applications for zoning variances, zoning ordinances, amendments, special use permits and construction permits (collectively "Government Approvals"). Lessor authorizes Lessee, at Lessee's sole cost and expense, to prepare, execute and file all required applications to obtain Government Approvals. Lessor agrees to reasonably assist Lessee with Lessee's applications for the Government Approvals, however assumes no responsibility for obtaining and/or maintaining any such Government Approvals. Subject to Lessee's opportunity to cure pursuant to Article 6 of this Lease Agreement, once obtained, failure by Lessee to maintain any Government Approval governing Lessee's activity at the Premises shall constitute cause for Lessor to terminate this Lease Agreement without penalty or further liability.

Article 4. Lease Term.

(a) The initial lease term shall be five (5) years ("Initial Term"), commencing on the Commencement Date. The Initial Term will expire on the fifth (5th) anniversary of the Commencement Date.

(b) This Lease Agreement will automatically renew for up to four (4) additional five (5) year terms(s) (each five (5) year term shall be defined as an "Extension Term"), upon the same terms and conditions provided herein, unless Lessee notifies Lessor, in writing of its intent not to renew this Lease Agreement at least one hundred and eighty (180) days prior to the expiration of the then existing Term.

(c) If after expiration/termination of any Term provided herein, Lessee shall continue to occupy the Premises and/or Communication Tower without the express written consent of Lessor, such occupancy shall be a tenancy at sufferance as provided under State law. Rent during such time shall be at the then current Rent rate plus five percent (5%) ("Holdover Rate"). The Holdover Rate shall be subject to an additional five percent (5%) annual increase each year Lessee continues to occupy the Premises and/or Communication Tower without consent by Lessor. Acceptance of any and all Rent by the Lessor during such time shall not constitute: (i) a renewal of this Lease Agreement; (ii) Lessor's consent to such occupancy; (iii) a waiver of Lessor's right of reentry; (iv) a waiver of any other right contained herein; nor (v) a waiver of any remedy available to Lessor at law or in equity.

(d) The word "Term" as used herein shall mean the Initial Term and any available Extension Terms(s)

Article 5. Rent.

5.1 Lessee shall pay the Lessor monthly rent in the amount of Three Thousand Two Hundred Dollars and No/100 (\$3,200.00), plus all taxes, if applicable, and subject to the annual increases as provided below in this Article. The initial rent payment shall be due on the first (1st) day of the first (1st) month following full execution of this Lease Agreement ("Commencement Date"), and each subsequent monthly payment shall be due on or before the first (1st) day of each calendar month ("Due Date") for the Term of this Lease Agreement. Lessor agrees to provide Lessee with a completed IRS Form W-9, or its equivalent, upon execution of this Lease Agreement and at such other times as may be reasonably requested by Lessee, including, any change in Lessor's name or address. Lessor and Lessee acknowledge and agree that initial rental payment(s) shall not actually be sent by Lessee until sixty (60) days after the Commencement Date. By way of illustration of the preceding sentence, if the Commencement Date is January 1, Lessee shall send to the Lessor the rental payments for January 1, February 1, and March 1 by March 1.

Rent shall be payable to Lessor at the following address:

St. Johns County Land Management Systems Attention: Real Estate Division 500 San Sebastian View St. Augustine, Florida 32084

5.2 The rent shall increase annually on the anniversary of the Commencement Date by an amount equal to three percent (3%) of the rent paid during the previous year.

5.3 A late fee in the amount of five percent (5%) shall be assessed against any monthly rent payment not made on or before the Due Date. Notwithstanding any other provision contained herein, failure by Lessee to make any monthly rent payment within thirty (30) calendar days after written notice of default from Lessor, pursuant to Section 13.1 of this Lease Agreement, shall constitute cause for termination of this Lease Agreement by Lessor with no further obligation or penalty.

5.4 All charges payable under this Lease Agreement such as utilities and taxes shall be billed by Lessor within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Lessor, and shall not be payable by Lessee. The foregoing shall not apply to monthly rent which is due and payable without a requirement that it be billed by Lessor. The provisions of this subsection shall survive the termination or expiration of this Lease Agreement.

Article 6. Termination.

(a) Lessor shall have the right to terminate this Lease Agreement for cause, without penalty or further liability, if Lessee, after its receipt of thirty (30) days prior written notice of default from Lessor, fails to comply with any applicable local, state and/or federal provision governing Lessee's activity at the Premises within the time prescribed by the governing authority, or within thirty (30) calendar days if no time is prescribed. Lessor shall allow Lessee the time prescribed by the governing authority, as may be extended, to cure or become in compliance with such failure to the extent that such time to cure does not interfere with Lessor's operation of the interoperable communication system. Delay in curing a cited Lessee activity under this Section will be excused if due to causes beyond the reasonable control of Lessee.

(b) Lessee shall have the right to terminate this Lease Agreement: (i) at any time prior to the Commencement Date, with written notice to Lessor; and thereafter, (ii) upon at least one hundred eighty (180) calendar days prior written notice to Lessor of the intent to terminate, and subject to payment of an early termination fee equal to six (6) months of Rent payments at the then current rate.

(c) Either party shall have the right to terminate this Lease Agreement, without penalty or further liability, if Lessee is denied, after exhaustion of all applicable appeals (provided that Lessee elects to appeal), any required Government Approvals necessary for construction, installation or operation of Lessee's Equipment at the Premises. Once obtained, failure by Lessee to maintain any Government Approval shall not constitute cause for termination of this Lease Agreement by Lessee except as otherwise provided herein.

(d) In accordance with Article 13 of this Lease Agreement, entitled "Default and Right to Cure," either party may terminate this Lease Agreement for cause upon prior written notice to the defaulting party, if the defaulting party fails to cure within the applicable cure periods provided therein. Delay in curing a default will be excused if due to causes beyond the reasonable control of Lessor or Lessee, and to the extent that such delay does not interfere with Lessor's operation of the interoperable communication system.

(e) In the event the Premises and/or Communication Tower are damaged by fire, casualty, natural disaster or other harm so as to render it and/or them unleasable, the Rent shall abate from the date of such damage and shall not resume until the Premises and/or Communication Tower are restored to a leasable condition. If Lessor undertakes to rebuild or restore the Premises and/or the Communication Tower, Lessor agrees to permit Lessee to place temporary transmission and reception facilities on the property subject to the provisions of Article 5 contained herein, and to the extent that placement and/or operation of such temporary facilities do not interfere with Lessor's efforts to rebuild or restore the Premises and/or Communication Tower, and to the extent

that placement and/or operation of such temporary facilities do not interfere with Lessor's operation of the interoperable communication system. In the event such damage shall render restoration by Lessor impossible within ninety (90) days of the time of such damage, Lessee may elect to terminate this Lease Agreement without penalty or further liability from the date of said damage. Any unpaid balance of Rent shall be prorated as of such termination date and paid in full by Lessee. Any prepaid Rent shall be prorated and returned to the Lessee for the period the Premises and/or Communication tower are unleasable.

Article 7. Removal

All personal property as described in the Lessee Equipment Schedule, attached hereto as Exhibit D and as amended from time to time by written amendment executed by the parties, and incorporated herein, shall remain the sole property of Lessee and shall be removed by Lessee upon termination/expiration of this Lease Agreement. Failure to remove Lessee's Equipment from the Premises and/or Communication Tower within ninety (90) calendar days after the Term of this Lease Agreement, or other timeframe mutually agreed to by the parties in writing, may result in Lessor removing Lessee's equipment at Lessee's sole cost and expense.

Article 8. Maintenance.

8.1 Lessor will repair and maintain the Premises, the Communication Tower and access thereto in good condition, reasonable wear and tear and damage from the elements excepted. Lessee shall keep and maintain all leased portions of the Premises in good condition, reasonable wear and tear expected. Lessee shall provide Lessor reasonable advance notice of any repairs and/or maintenance conducted at the Premises.

8.2 Lessee, at Lessee's sole cost and expense, shall repair and maintain Lessee's Equipment at the Premises or on the Communication Tower in a condition satisfactory to Lessor. Lessee, at Lessee's sole cost and expense, shall maintain and repair Lessee's Equipment, except such maintenance and repair as may be necessitated by or as a result of the negligence of Lessor, in which case, the cost of such reasonable repairs shall be charged to and paid by Lessor.

Article 9. Interference.

9.1 Lessee's installation, operation, and use of Lessee's Equipment shall not damage or interfere in any way with operation of the interoperable communication system, its lighting system, related repair and maintenance activities or the activities of any Public Service Agency at the Premises. Lessee acknowledges that Interference with operation of the interoperable communication system could cause irreparable harm. In the event that there is Interference to Lessor's operation of the interoperable communication system caused by Lessee's Equipment,

Lessee shall promptly cease all operations which are suspected of causing such Interference (except for intermittent testing to determine the cause of such Interference) until the Interference has been corrected.

9.2 Lessor agrees to provide reasonable advance notice of such activities to Lessee and to reasonably cooperate with Lessee to eliminate the cause of such Interference in order to restore operations.

9.3 Upon execution of this Agreement, Lessor shall provide to Lessee a schedule of reserved and existing radio frequencies in use at the Premises. Lessee warrants and represents that its use of the Premises will not cause Interference to the operations of any reserved or existing frequencies contained therein.

9.4 Prior to the installation of any of Lessee's Equipment on the Communication Tower or at the Premises, Lessee shall provide to Lessor an intermodulation analysis of all existing and proposed receiver and transmitter frequencies and shall certify that no Interference to any existing or proposed transceiver will occur as a result of the installation of any such equipment.

9.5 Lessee shall operate Lessee's Equipment in a manner that will not cause Interference to any and all of Lessor's current and future communication equipment which uses frequencies licensed to Lessor. Lessee shall operate Lessee's Equipment in a manner that will at no time cause Interference to the operations of any Public Service Agency operating within frequencies other than those frequencies licensed to Lessee.

9.6 Lessee shall install, operate and maintain Lessee's Equipment in a manner that will not damage or interfere with the operations of the existing equipment of other existing users. In turn, with the exception of any equipment existing at the Premises, and the exception of transmissions on any frequencies allocated by the FCC for non-commercial, public safety communication, Lessor agrees to use its best efforts within seventy two (72) hours following notice to prevent all subsequent lessees from installing and/or operating any equipment in a manner that causes harmful Interference to Lessee's Permitted Use at the Premises. In the event that any such Interference does not cease within the aforementioned cure period, Lessor shall require any subsequent lessee to cease all operations which are suspected of causing interference (except for intermittent testing to determine the cause of such Interference) until the Interference has been corrected.

Article 10. Utilities.

10.1 Lessee, at Lessee's sole cost and expense, shall be responsible for obtaining, securing and maintaining all utilities required for use and consumption at the Premises. Lessor shall not be

responsible or otherwise liable for any Interference to, interruption or failure of any such services supplied to Lessee for use at the Premises.

10.2 In the event of an interruption of any utility service provided to Lessee at the Premises, through no fault of Lessee, upon prior request by Lessee, Lessor may permit Lessee to secure a temporary source of power for the duration of the interruption. Approval of such requests will not be unreasonably withheld, conditioned or delayed by Lessor.

Article 11. Environmental.

11.1 Lessor represents and warrants, to the best of Lessor's knowledge, as of the Effective Date of this Lease Agreement (i) there are no known hazardous substances, including asbestos-containing materials and lead paint on or at the Premises; and (ii) the Premises has not been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation.

11.2 Lessor and Lessee hereby agree that each will be individually responsible for compliance with any and all applicable governmental laws, rules, statutes, regulations, codes, ordinances or principles of common law regulating or imposing standards of liability or standards of conduct with regard to protection of the environment or worker health and safety, as may now or at any time hereafter be in effect, to the extent such apply to all use of the Premises. Lessor, to the extent permissible by law, and Lessee agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of the indemnifying party for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding, to the extent arising from that party's breach of its obligations or representations under this Article. Lessee shall not be responsible for any liability, remediation, clean-up or damages resulting from existing environmental conditions or hazardous substances located on the Premises prior to the execution of this Agreement.

11.3 In the event either party hereto becomes aware of any hazardous materials, or any environmental, health or safety condition on, at or relating to the Premises, that party shall, within no less than five (5) calendar days of becoming aware of such event, notify the other thereof.

11.4 In the event Lessee becomes aware of any hazardous materials on the Premises, or any environmental, health or safety condition or matter relating to the Premises, not caused by Lessee, that renders the condition of the Premises unsuitable for Lessee's use, or if Lessee reasonably believes that the leasing or continued leasing of the Premises would expose Lessee to undue risks of liability to a government agency or third party, Lessee will have the right, in addition to any other rights it may have at law or in equity, to terminate this Lease Agreement with notice.

Article 12. Access.

At all times throughout the Term of this Lease Agreement, and at no additional charge to 12.1 Lessee, Lessee and its employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access to and over the Premises and property, from an open and improved public road to the Premises, for the installation, maintenance and operation of the Communication Tower and any utilities serving the Premises. Lessor shall provide to Lessee any key(s)/access code(s) necessary to access leased portions of the Premises. Lessee shall not permit any employee or agent to have access to such key(s)/access code(s) without advance written permission by Lessor. Lessee shall notify Lessor's designated representative via telephone at (904) 829-2226, prior to and immediately following each entry onto the Premises. Lessee hereby consents to a background investigation for security purposes of any person(s) it provides with the key(s)/access code(s) described herein. Lessee shall immediately notify Lessor of any compromise to the security of the Premises, and/or Communication Tower. Notwithstanding anything contained herein to the contrary, with respect to access to the Tower, Lessee shall make requests for access at least twenty-four (24) hours before access is required and Lessor shall grant such access within twenty-four (24) hours of a request by Lessee for routine maintenance, repairs and replacement of equipment. Lessor shall make all reasonable efforts to grant to Lessee access to the Tower within two (2) hours of a request by Lessee if Lessee demonstrates a need for such access upon shorter notice, which may include, but not be limited to, a storm event, loss of utility service, or failure or malfunction of Lessee's equipment. It is agreed, however, that the operation of Lessor's interoperable communication system shall be a priority in the event of an emergency or exigent circumstances.

12.2 Lessor and Lessee specifically acknowledge that Lessor reserves the right to reasonably and temporarily preclude, limit or control Lessee's access to the Premises and Communication Tower at any time. The Premises are a component of Lessor's operation of the interoperable communication system, and integrity of the system is of paramount concern. At any time during the Term of this Lease Agreement, Lessor or regulatory officials may require reasonable limitations upon Lessee's right of access with verbal and/or written notice of said limitation(s). In such case, Lessor shall provide reasonable notice to Lessee of the proposed limitations, and the parties hereto shall agree in good faith upon access limitations that take into account Lessee's needs for access to Lessee's Equipment, as well as Lessor's paramount responsibility to assure public safety and the integrity of its emergency services communication system, particularly at times of heightened local and national security alerts. Notwithstanding any other provision contained herein, any act or omission by Lessee that compromises the safety or integrity of Lessor's operation of the interoperable communication system shall be cause for immediate termination of this Lease Agreement by Lessor, with no further liability or penalty.

Article 13. Default and Right to Cure.

13.1 In addition to any other events of default and/or breach described herein, the following will be deemed a default by Lessee and cause for termination of this Lease Agreement by Lessor, with no further liability or penalty: (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after the Due Date after receipt of written notice from Lessor specifying the failure or (ii) Lessee's failure to perform any other term or condition under this Agreement as provided herein or within thirty (30) calendar days after receipt of written notice from Lessor specifying the failure. Delay in curing a default will be excused if due to causes beyond the reasonable control of Lessee, and to the extent that such delay does not interfere with Lessor's operation of the interoperable communication system. Notwithstanding any other provision contained herein, if Lessor, Lessor will have the right to terminate this Lease Agreement as provided elsewhere herein and exercise any and all rights and remedies available under law and equity.

13.2 In addition to any other events of default/breach described herein, the following will be deemed a default by Lessor and a breach of this Agreement: (i) failure to provide access as set forth herein; or (ii) Lessor's failure to cure an event of Interference in accordance with Article 9 contained herein; or (iii) Lessor's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within thirty (30) days after receipt of written notice from Lessee specifying the failure. No such failure, however, will be deemed to exist if Lessor has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Lessor. If Lessor remains in default beyond any applicable cure period, Lessee will have the right to terminate this Lease Agreement as provided elsewhere herein and exercise any and all rights and remedies available under law and equity.

Article 14. Indemnification.

14.1 Lessee shall indemnify, defend, and hold Lessor harmless from all claims (including tortbased, contractual, injunctive, and/or equitable), losses (including property (personal and/or real), and bodily injury), costs (including attorneys' fees), suits, administrative actions, arbitration, or mediation to the extent caused by the installation, use, maintenance, repair, operation or removal of Lessee's equipment and activities on the Premises excepting, however, such costs, claims, liabilities and losses as may be due to or caused by the acts or omissions of Lessor, its invitees, agents or independent contractors (each and collectively, "Lessor Entities' Acts or Omissions"). Lessee shall not be responsible for any costs, claims, liabilities or losses to the extent attributable to any of Lessor Entities' Acts or Omissions. **14.2** This provision relating to Indemnification, is separate and apart from, and is in no way limited by any insurance required, or provided pursuant to this Lease Agreement, or otherwise.

14.3 To the extent permissible by law, Lessor shall indemnify, defend, and hold Lessee harmless from all claims (including tort-based, contractual, injunctive, and/or equitable), losses (including property (personal and/or real), and bodily injury), costs (including attorneys' fees), suits, administrative actions, arbitration, or mediation to the extent caused by the installation, use, maintenance repair, operation or removal of Lessor's equipment and activities on the Premises excepting, however, such costs, claims, liabilities and losses as may be due to or caused by the acts or omissions of Lessee, its invitees, agents or independent contractors (each and collectively, "Lessee Entities' Acts or Omissions"). Lessor shall not be responsible for any costs, claims, liabilities or losses to the extent attributable to any of Lessee Entities' Acts or Omissions. Nothing in this Lease Agreement shall be interpreted or construed to mean Lessor waives its common law sovereign immunity as provided under Section 768.28, Florida Statutes, or consents to being sued hereunder.

14.4 These provisions relating to indemnification shall survive the termination/expiration of this Lease Agreement.

14.5 Except for the indemnity obligations set forth in this Lease Agreement, and otherwise notwithstanding anything to the contrary in this Lease Agreement, Lessee and Lessor each waives any claims that each may have against the other with respect to consequential, incidental or special damages, however caused, based on any theory of liability.

Article 15. Insurance Requirements.

15.1 It is expressly understood that Lessor shall bear no responsibility for providing insurance coverage for any property owned by Lessee, and shall bear no liability for any loss of property (real or personal) belonging to Lessee by reason of damage, theft or otherwise.

15.2 All insurance coverage described under this Article shall be issued by companies authorized or permitted to do business under the laws of the State of Florida. Lessee shall provide to the Lessor for review and reasonable approval proof of insurance within ten (10) days of the Effective Date. The insurance certificate(s) shall clearly indicate that Lessee has obtained insurance of the type(s), amount(s), and classification(s) as required herein. The insurance certificate(s) shall include Lessor as an additional insured as their interests may appear under this agreement for all lines of coverage except Workers' Compensation, Employer's Liability and Professional Errors & Omissions Liability. A copy of the blanket additional insured endorsement must accompany the insurance certificate.

15.3 Lessee, at Lessee's sole cost and expense, shall secure and maintain for the Term of this Lease Agreement, Commercial General Liability Insurance with limits of \$3,000,000 each occurrence and \$3,000,000 general aggregate for property damage and bodily injury (including wrongful death, as well as from claims of property damages which may arise from any activity under this Lease Agreement, whether such operations be by Lessee or by anyone directly employed by or contracting with Lessee).

15.4 Lessee, at Lessee's sole cost and expense, shall secure and maintain for the Term of this Lease Agreement Commercial Auto Liability Insurance with limits of \$2,000,000 combined single limit—each accident on all owned and non-owned automobiles, including hired or leased automobiles.

15.5 Lessee, at Lessee's sole cost and expense, shall secure and maintain for the Term of this Lease Agreement, Workers' Compensation Insurance as required by State law.

15.6 Any contractor or subcontractor is required to obtain and maintain substantially the same insurance with substantially the same limits as that required of Lessee.

Article 16. Taxes.

In accordance with State and federal law, Lessor is exempt from the payment of ad valorem taxes. Accordingly, Lessee shall be solely responsible for any taxes and assessments attributable to and levied upon Lessee's leasehold improvements on the Premises. Nothing herein shall require Lessee to pay any inheritance, franchise, income, payroll, excise, privilege, rent, capital stock, stamp, documentary, estate or profit tax, state, or any tax of similar nature, that is or may be imposed upon Lessor. Lessee shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which Lessee is wholly or partly responsible for payment.

Article 17. Notice and Emergency Contact.

17.1 All notices, requests, demands and communication hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:

With respect to Lessor:	St. Johns County Land Management Systems Attn: Real Estate Division 500 San Sebastian View St. Augustine, Florida 32084 Phone: (904) 209-0760
With copies to:	 St. Johns County Fire Rescue Attn: Radio Systems Manager 3657 Gaines Road St. Augustine, Florida 32084 Phone: (904) 209-1789 St. Johns County Office of the County Attorney 500 San Sebastian View
	St. Augustine, Florida 32084
In case of Emergency:	(904) 829-2226
With respect to Lessee:	T-Mobile USA, Inc. 12920 SE 38 th Street Bellevue, WA 98006 Attn: Lease Compliance/9JK1427A
In case of Emergency:	(877) 611-5868

17.2 Either party hereto may change the place for the giving of notice to it by thirty (30) days' prior written notice to the other as provided herein.

Article 18. Miscellaneous Provisions.

(a) To the extent that Lessee needs to secure, obtain, acquire, and/or maintain any permits, licenses or approvals required by Federal, State, and/or County law, rule, regulation or ordinance in order to conduct the permitted activities described herein, then Lessee shall be responsible for securing, obtaining, acquiring, and/or maintaining, at the Lessee's sole expense, any, and all, such permits, licenses, and/or approvals.

(b) In accordance with State law, contemporaneously with the execution of this Lease Agreement, the parties may execute a recordable Memorandum of Lease substantially in the form attached as Exhibit E, which either party may record during the Term of this Lease Agreement.

(c) Lessee will have the right to assign, sell or transfer its interest under this Lease Agreement without the approval or consent of Lessor, to Lessee's Affiliate or to any entity which acquires all or substantially all of the Lessee'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. Upon notification to Lessor of such assignment, transfer or sale in writing, Lessee will be relieved of all future performance, liabilities and obligations under this Agreement. Lessee shall not have the right to sublease the Premises. Lessee may not otherwise assign this Agreement without Lessor's prior written consent, Lessor's consent not to be unreasonably withheld, conditioned or delayed.

(d) This Lease Agreement shall not be amended or modified in any manner except by written instrument properly executed by each party.

(e) This Lease Agreement is governed by the laws of the State of Florida and any provisions contained in this Lease Agreement in conflict therewith shall be void and of no effect. Any suit, action or proceeding arising in connection with this Agreement shall be brought in St. Johns County, Florida.

(f) Notwithstanding any other provision to the contrary, neither party will incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform its obligations hereunder (other than the obligation of payment) as a result of any acts of God, force majeure, unforeseen event, circumstances, or conditions, governmentally-imposed moratorium, law or regulation or any other matter beyond the reasonable control of that party, and that party shall be relieved from liability for its failure to perform until the cessation of such condition, event, or moratorium.

(g) No delay or failure by either party to exercise or enforce any right or provision of this Lease Agreement will be considered a waiver thereof.

(h) If any provision of this Lease Agreement is determined to be invalid or unenforceable, such determination shall not affect, impair or invalidate the remainder of this Agreement.

(i) The obligations under this Lease Agreement which by their nature would continue beyond the termination/expiration of the Term of this Lease Agreement shall survive such termination/expiration of this Lease Agreement.

(j) This Lease Agreement contains the entire understanding between the parties with respect to the subject matter of this Lease Agreement.

(k) The headings of any articles, sections or paragraphs of this Lease Agreement are for convenience or reference only and are not intended to affect the meaning of this Lease Agreement.

(1) This Lease Agreement may be executed in one or more counterparts all of which when taken together shall be considered one and the same Agreement. A complete, executed copy of this Lease Agreement shall be enforceable as an original.

(m) The access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Lease Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), as well as other applicable State or federal law. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.

(n) In accordance with State law, the following statement is hereby made: Radon gas is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities may present health risks to persons who are exposed to it over time. Levels of radon gas that exceed federal and State guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the local county health department.

(o) Each party covenants to the other party that it has the lawful authority to enter into this Lease Agreement and has authorized the execution of this Agreement by the party's authorized representative.

The remainder of this page has been intentionally left blank.

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the last date written below.

WITNESSES:

"LESSOR"

St. Johns County, a political subdivision of the State of Florida

Print Name: _____

By:

Its: County Administrator

Print Name: _____

WITNESSES:

"LESSEE"

T-Mobile South, LLC, a Delaware limited liability company

Date:

Brandon Cos Print Name: \

Print Name: enis

By: HEARY JOHNSON Its: Director ENGMEDIN Date: 10/4/2023 -1--1--1-

TMO Signatory Level : L06

-

9JK1427A_NLG-76350_Lense|Replacement_N/A_9JK1427A-0000217210[____]

EXHIBIT A

PREMISES/COMMUNICATION TOWER DESCRIPTION Parcel Identification Number 030670-0000

A part of the Jose Papy Grant, Section 38, Township 7, Range 28 East, St. Johns County, Florida, being more particularly described as follows: For a Point of reference, commence at the Southeast corner of said Section 38; thence South 88°01'02" West, along the South line of said Section 38, a distance of 1,320.47 feet to the Point of Beginning; thence South 88°18'32" West, along said South line of Section 38, a distance of 419.46 feet; thence North 00°36'44" West, along the Easterly line of those lands as described in Official Records Book 220, Page 503 of the Public Records of Said County, a distance of 1,251.16 feet to the Southerly right of way line of County Road 208 as now established as a 66 foot right of way; thence South 63°59'31" East, along said Southerly right of way line a distance of 146.66 feet to the point of curvature of a curve concave Southwesterly, having a radius of 1,882.41 feet; Thence Southeasterly, along and with the arc of said curve and said right of way line, a chord bearing of South 59°04'10" East and a chord distance of 323.05 feet to the point of tangency of said curve; thence South 54°08'51" East, along said Southerly right of way line, a distance of 13.70 feet; thence South 00°43'26" East, along the Westerly line of those lands as described in Official Records Book 1525, Page 1435 of said public records, a distance of 1,000.41 feet to the Point of Beginning.

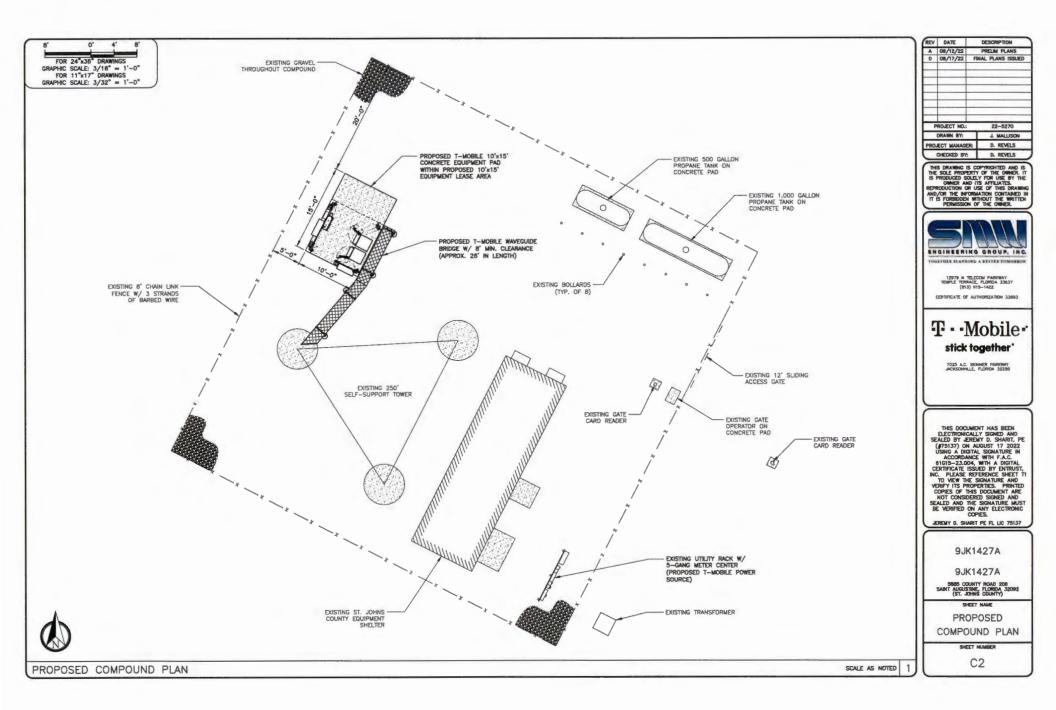
EXHIBIT B

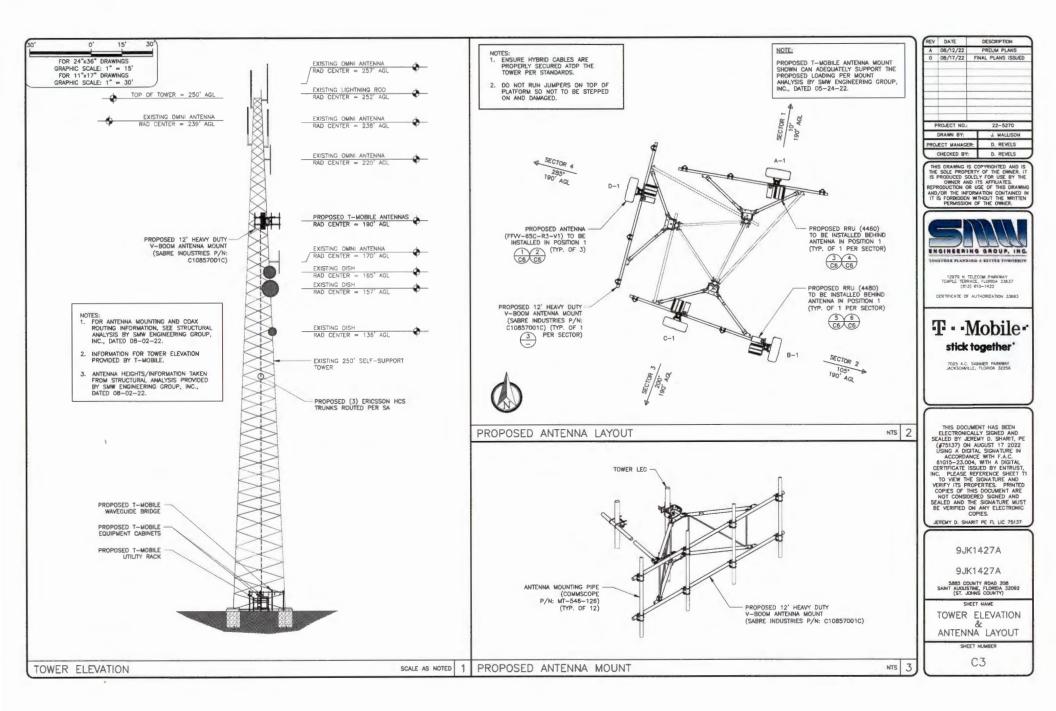
DRAWINGS, PLANS, SPECIFICATIONS

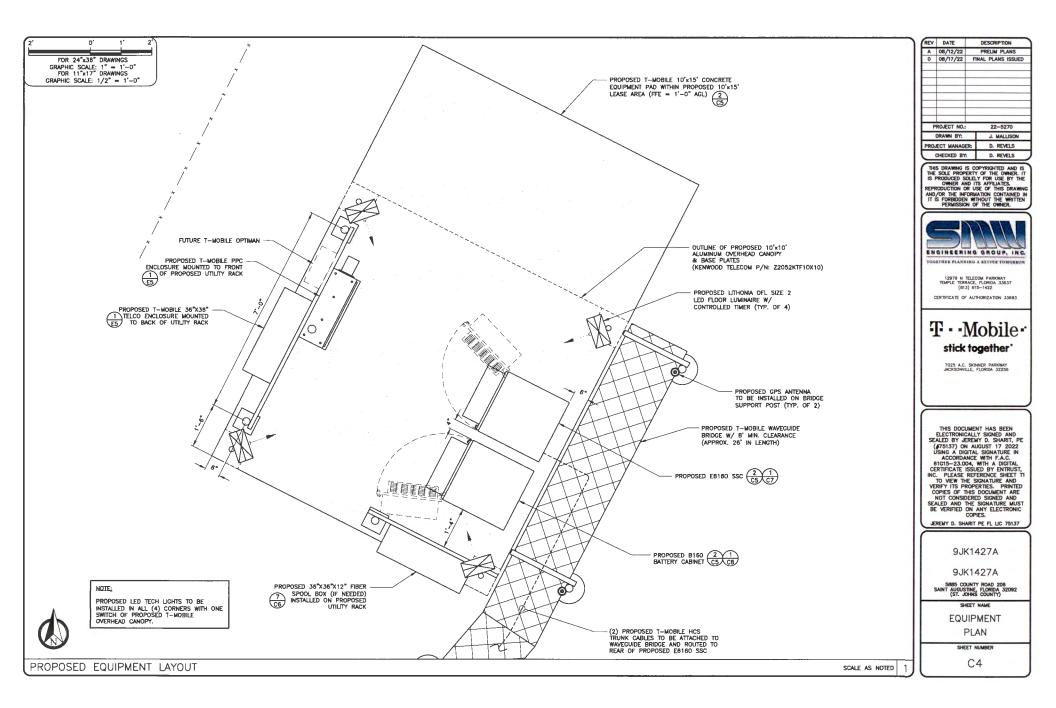
T··Mob stick togett	ner [®]	9JK142 5885 COUNTY RC SAINT AUGUSTINE, FLC (ST. JOHNS CO 9JK142 ST. JOHNS COUNTY SITE NAME/NO. PROPOSED COMMUNICATION FAC PROPOSED 250' SELF-S	DAD 208 ORIDA 32092 OUNTY) 27A : BAKERSVILLE / 1284765 ILITY CO-LOCATE ON A SUPPORT TOWER	REV DATE DESCRIPTION A OP/72/22 PRELM PLANS 0 OP/17/22 PRALM PLANS PROJECT NO: 22-5270 DRAINN EY: J MALLISON D. REVELS OMEXAMPL D. REVELS OMEXAMPL OMEXAMO IS COPYRENETID AND IS SPROLED SOLLY FOR USE BY THE OWNER. NMO/OR THE INFORMATION TOTATIONED THE OWNER. SPROLED SOLLY FOR USE BY THE OWNER. NMO/OR THE INFORMATION TOTATIONED THE OWNER. TI S FOREDEN WITHOUT THE OWNER. PERMISSION OF THE OWNER. OWNER AND THE OWNER.
LOCAL MAP	PROPERTY SUMMARY	PROJECT DESCRIPTION	INDEX OF DRAWINGS	ENGINEERING GROUP, ING
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STE LOCATION Des 204.5 Augustine, FL 32892, US	DESIGN CRITERIA TAKEN FROM A STRUCTURAL ANALYSIS PERFORMED BY SMW ENGINEERING GROUP, INC., DATED 08-02-22. CONTACTS T-MOBILE SOUTH LLC 7025 A.C. SKINNER PARKNAY JACKSONVILLE, FL 32256 SMW ENGINEERING GROUP, INC. PROJECT MANAGER DARREN REVELS (613) 503-0218	 FLORIDA BUILDING CODE, 7TH EDITION (2020) NATIONAL, FIRE PROTECTION ASSOCIATION (NFPA) 70, NATIONAL ELECTRICAL CODE, 2017 EDITION. TIA-222-H AND APPLICABLE STANDARDS. LIFE SAFETY CODE NFPA-1D1-2021. FLORIDA FIRE PREVENTION CODE, 7TH EDITION. AMERCIAN INSTITUTE OF STEEL CONSTRUCTION (AISC) 360-1D AND 341-1D. UNDERWRITES LABORATORIES (U.L.) APPROVED ELECTRICAL PRODUCTS. LOCAL JURISDICTIONAL REQUIREMENTS. CITY/COUNTY ORDINANCES. 	THIS DOCUMENT HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY LEREMY D. SHART, PE MCCORDAND SEALED BY LEREMY D. SHART, PE MCCORDANCE WITH F.A.C. SIGT-22.50A, WITH A DOGTAL CEXTROACE SHEET TO TO VEW THE SIGNATURE AND VEHTY TIS REPORTIES. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.	9JK1427A 9JK1427A 9005 COLATY ROAD 200 SMAT AUGUSTINE FLORED 20092 (ST. JOHNS COUNTY) SHEET MAKE TITLE SHEET SHEET NUMBER T1

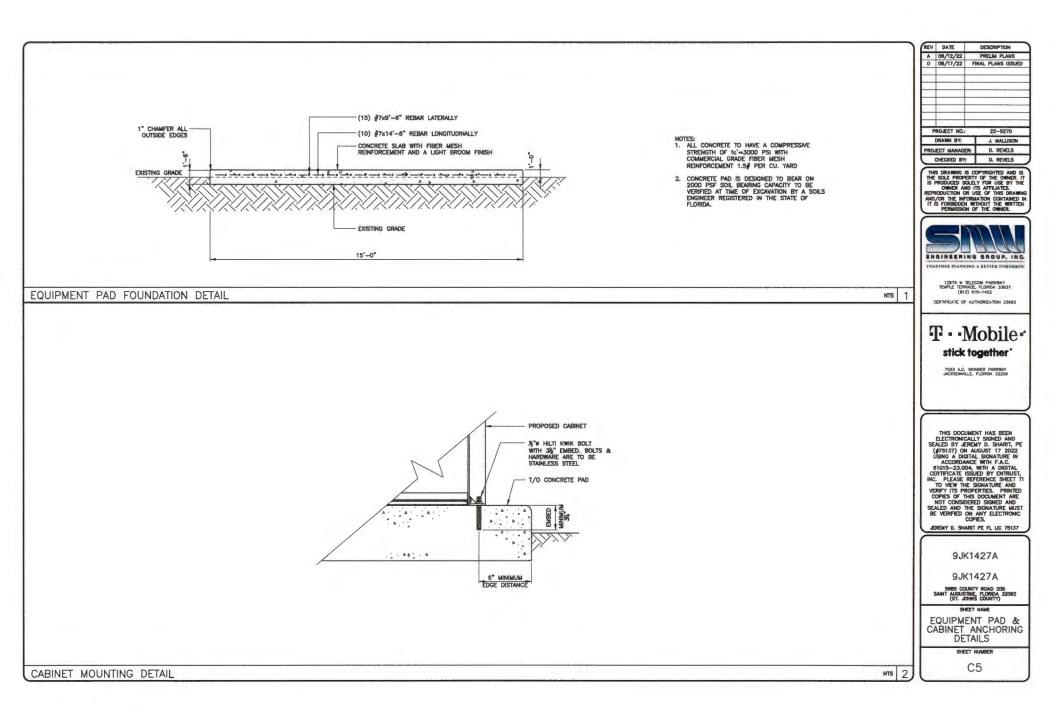
	 AT THE CONTRACTOR'S OPTION, SHOP WELDS MAY BE USED INSTEAD OF FIELD WELDS. SUBMIT ORIGINAL SHOP DRAWINGS, INCLUDING COMPLETE DETAILS, SCHEDULES OF FABRICATION AND ASSEMBLY, PROCEDURES, AND DIAGRAMS. INCLUDE DETAILS OF CUTS, CONNECTIONS, CAMBER, HOLE, AND OTHER PERTINENT DATA. INORCATE WELDS BY STANDARD AWS A2.1 AND A2.4 SYMBOLS, AND SHOW SIZE LENGTH, AND TYPE OF WELD. PROVIDE SETTING DRAWINGS, TEMPLATES, AND DIRECTIONS FOR INSTALLATION OF ANCHOR BOLTS AND OTHER ANCHORAGES TO BE INSTALLED AS WORK OF OTHERS' SECTIONS. 	GENERAL NOTES SHEET MUMBER
	 THE CONTRACTOR/STEEL FABRICATOR SHALL CAP OR SEAL ALL PIPES AS REQUIRED TO PREVENT RAINWATER INTRUSION. THE CONTRACTOR/STEEL FABRICATOR SHALL SUBMIT SHOP DRAWINGS FOR REVIEW PRIOR TO ANY STEEL FABRICATION. AT THE CONTRACTOR'S OPTION, PELD SPLICES MAY BE USED FOR ERECTION PURPOSES. IF FIELD SPLICES ARE USED, THE SHOP DRAWINGS SHALL INCLUDE ALL DETAILS FOR THE PROPOSED FILE SPLICES. 	9JK1427A 5005 COUNTY ROAD 208 5AMT AURLINE, FLORDA 32002 (ST. JOHNS COUNTY) SHEET NAME
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	7. THE CONTRACTOR/STEEL FABRICATOR SHALL CONFORM TO THE MINIMUM EDGE DISTANCE REQUIREMENTS IN ACCORDANCE WITH THE AISC MANUAL OF STEEL CONSTRUCTION.	JEREMY D. SHARIT PE FL LIC 7513
	8. THE CONTRACTOR/STEEL FABRICATOR SHALL LOCATE ANY REINFORCEMENT IN THE STRUCTURAL MEMBERS IN SUCH A MANNER SO THAT THERE WILL NOT BE CONFLICT WITH THE REINFORCEMENT WHEN INSTALLING ANCHORS. THE ANCHORS SHALL BE INSTALLED PER THE MANUFACTURER'S INSTALLEDTON.	NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MU BE VERIFIED ON ANY ELECTRON COPIES.
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ILL WORK PERFORMED AND MATERIALS INSTALLED SHALL BE IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES, RECULATIONS AND ORDINANCES, THE CONTRACTOR SHALL GRE ALL NOTICES AND COMPLY WITH ALL LAWS, ORDINANCES, RULES, RECULATIONS AND LAWFUL ORDERS OF ANY PUBLIC AUTHORTY HAVING JURSDICTION OVER THE PERFORMANCE OF THE WORK, MECHANICAL AND ELECTRICAL SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH ALL APPLICABLE MINICIPAL NO UTILITY COMPANY SPECIFICATIONS AS WELL AS LOCAL AND STATE CODES, ORDINANCES AND APPLICABLE REQUINTIONS.	ALL LAWS, ORDINANCES, 2. DESIGN, FABRICATION, AND CONSTRUCTION OF ALL CONNECTIONS SHALL CONFORM TO AISC STEEL CONSTRUCTION MANUAL LAPPLICABLE MUNICIPAL	
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IST, OR SMUDGES OF ANY NATURE (3) UPON COMPLETION, CONSTRUCTION AND CONSTRUCTION FT IN AS GOOD OR BETTER CONDITION THAN PRIOR TO CONSTRUCTION.	STAGING AREA SHALL BE E. ALL STRUCTURAL PIPE MEMBERS SHALL BE ASTM A500 GRADE B (Fy=42hai), AND "NOT DIPPED" GALVANIZED IN ACCORDANCE WITH ASTM A123 AND ASTM AT33 STANDARDS.	stick together'
IE FOLLOWING CLEANUP TASKS SHALL BE PERFORMED AS FOLLOWS: (1) ON A DAILY BASIS, EAN AND HAZARD FREE, REMOVING ALL WASTE, DEBRIS AND TRASH FROM THE SITE AND E GAL MANNER. (2) UPON COMPLETION, LEAVE THE PREMISES IN A CLEAN CONDITION AND F		T · · Mobile
L NECESSARY PROVISIONS SHALL BE MADE TO PROTECT EXISTING IMPROVEMENTS, PAV INFRACES, ETC. AND THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO SAM INSTRUCTION WORK. ALL DISTURBED AND DAMAGED AREAS SHALL BE RESTORED TO THER ITTER UPON COMPLETION OF ALL WORK TO THE SATESACTION OF THE CONSTRUCTION IMANGET.	RESULTING FROM THE B. ALL SIRVCUORE STELL WE BEAKS SHALL BE ASIM ABAZ AND HOT DRYPED GALVANIZED IN ACCORDANCE WITH ASIM AT23 AND ASIM AT33 ORIGINAL CONDITION OR STANDARDS.	(813) 815-1422 CERTIFICATE OF AUTHORIZATION 33683
E CONTRACTOR'S OPERATIONS SHALL BE CONFINED TO AREAS OF NEW CONSTRUCTION.	1. MATERIAL: A. ALL STRUCTURAL STEEL WORK SHALL CONFORM TO THE LATEST EDITION OF THE ASC "STEEL CONSTRUCTION MANUAL".	12979 N TELECOM PARKWAY
NAGER. IE CONTRACTOR SHALL, OBTAIN, PAY FOR AND DELIVER ALL REQUIRED PERMITS, CERTIFICATES (ILITY CONNECTION FEES, ETC., REQUIRED BY THE AUTHORITIES HAVING JURISDICTION AN SOLMENTS TO THE OWNER PRIOR TO FINAL ACCEPTANCE OF THE WORK.	F INSPECTION, INCLUDING	ENGINEERING GROUP, IN
IE DRAWINGS ARE DWGRAMMATIC AND INDICATE THE GENERAL ARRANGEMENT OF SYSTEMS INERWISE INDICATED BY DIMENSIONS OF DETAILS. EVACT EQUIPMENT LOCATIONS MAY BE M TIMAL FIELD CONDITIONS. IF THE SPECIFIED EQUIPMENT CANNOT BE INSTALLED AS SHOW WIRKCOTOR SHALL PROPOSE AN ALTERNATIVE INSTALLATION FOR APPROVAL BY THE ENGINEER	VID EQUIPMENT ONLESS DIFIED AS REQUIRED BY 10. THE CONTRACTOR SHALL RESTORE ALL DISTURBED AREAS TO EQUAL TO OR BETTER CONDITION THAN ORIGINAL.	emm
R TASKS REQUIRED TO BE PERFORMED BUT NOT CLEARLY DEFINED OR IDENTIFIED BY THE C NITRACTOR SHALL NOT START WORK ON SUCH TASKS WITHOUT HAVING RECEIVED WRITTEN (INSTRUCTION MANAGER TO PROCEED.	JTHORIZATION FROM THE 9. BACKFILL SHALL CONSIST OF CLEAN SAND FILL APPROVED FOR USE BY THE ENGINEER, NO UNAPPROVED MATERIAL WILL BE ALLOWED, CLEAN SAND FILL SHALL BE OF ALL PORTS BOULD FOR USE OF ALL PROVED FOR USE BY THE ENGINEER, NO UNAPPROVED MATERIAL WILL BE ALLOWED, CLEAN SAND	REPRODUCTION OR USE OF THIS DRA AND/OR THE INFORMATION CONTAINE IT IS FORBIDDEN WITHOUT THE WRIT PERMISSION OF THE OWNER.
) completion of all work shall be provided as indicated on the drawnings and/c Bor and materials shall be furnished as required for complete systems, including R reasonably incidental to a complete installation, whether or not specifically indic	R AS SPECIFIED HEREN. IL ELEMENTS OWNOUSY TED ON THE PLANS. TO A UNIFORM SLOPE SUCH GRADING SHALL CAUSE SUFFACE WATES TO FLOW WARY FROM ANY EDUIPMENT SHELTES AND TOWER AREAS AND THE SOLL SHALL BE STREAMING SHALL CAUSE SUFFACE WATES TO FLOW WARY FROM ANY EDUIPMENT SHELTES AND TOWER AREAS AND THE SOLL SHALL BE STREAMING SHALL CAUSE SUFFACE WATES TO FLOW WARY FROM ANY EDUIPMENT SHELTES AND TOWER AREAS AND THE SOLL SHALL BE STREAMING SHALL CAUSE SUFFACE WATES TO FLOW WARY FROM ANY EDUIPMENT SHELTES AND TOWER AREAS AND THE SOLL SHALL BE STREAMING SHALL CAUSE SUFFACE WATES TO FLOW WARY FROM ANY EDUIPMENT SHELTES AND TOWER AREAS AND THE SOLL SHALL BE STREAMING SHALL CAUSE SUFFACE WATES TO FLOW WARY FROM ANY EDUIPMENT SHELTES AND TOWER AREAS AND THE SOLL SHALL BE STREAMING SHALL CAUSE SHE STREAMING SHALL CAUSE SHE AREAS AND THE SOLL SHALL BE STREAMING SHALL CAUSE SHOW AND SEDIMENT CONTROL WAS UPPENDED OUTING CONSTRUCTION, SHALL BE IN CONFORMANCE WITH THE LOCAL GUIDELINES FOR EROSION AND SEDIMENT CONTROL	CHECKED BY: D. REVELS THIS DRAWING IS COPYRIGHTED AND THE SOLE PROPERTY OF THE OWNER IS PRODUCED SOLELY FOR USE BY OWNER AND ITS AFFLIATES.
IE CONTRACTOR'S USE OF A CONSTRUCTION STAGING AREA SHALL BE COORDINATED WITH THE THE CONSTRUCTION START DATE. BOR, MATERIAL TOOLS, EQUIPMENT, TRANSPORTATION AND TEMPORARY POWER SERVICES NECES:	8. DISTURBANCE TO THE EXISTING SITE DURING CONSTRUCTION SHALL BE MINIMIZED.	DRAWN BY: J. MALLISO PROJECT MANAGER: D. REVELS
20-FOOT HORIZONTAL CLEARANCE DISTANCE SHALL BE MAINTAINED FROM ALL EXISTING POWER	REMOVED AND/OR OFFED, FEDGEED OR OTHERWISE DISCONTINUED AT FORTS THAT WILL NOT INTERFERE WITH THE EACOTION OF THE WORK,	PROJECT NO.: 22-5270
NOR TO SUBJUTTING HIS BID, THE CONTRACTOR SHALL WIST THE JOB SITE IN ORDER NO NOMTONS, SJ. CONFIRM WHETHER ALL DIMENSIONS ARE AS SHOWN ON THE PLANS AND (3 ORK MAY BE ACCOMPLISHED AS SHOWN. ANY DISCREPANCIES SHALL BE BROUGHT TO INSTRUCTION MANAGER.	1) VERITY ALL EXISTING MANAGER. EXTREME CAUTION SHALL BE USED WHEN EXCAVATING OR DRILLING PIERS AROUND OR NEAR UTILITIES.	
GINEER — SMW DIGINEERING GROUP, INC. INTRACTOR — GENERAL CONTRACTOR (CONSTRUCTION)	2. THE INSTALLATION OF NEW UTILITIES SHALL BE COORDINATED WITH LOCAL AUTHORITIES. 3. ALL EXISTING ACTIVE SEWER, WATER, GAS, ELECTRIC AND OTHER UTILITIES, WHERE ENCOUNTERED IN THE WORK, SHALL BE PROTECTED AT ALL TIMES, WHERE REQUIRED FOR THE PROPER EXECUTION OF THE WORK, SUCH UTILITIES SHALL BE RELOCATED AS DIRECTED BY THE CONSTRUCTION TIMES.	
NER - T-MOBILE USA	Y: LOCATION OF ALL EXISTING UNDERGROUND UTILITIES.	A 08/12/22 PRELIM PLAN 0 08/17/22 FINAL PLANS IS

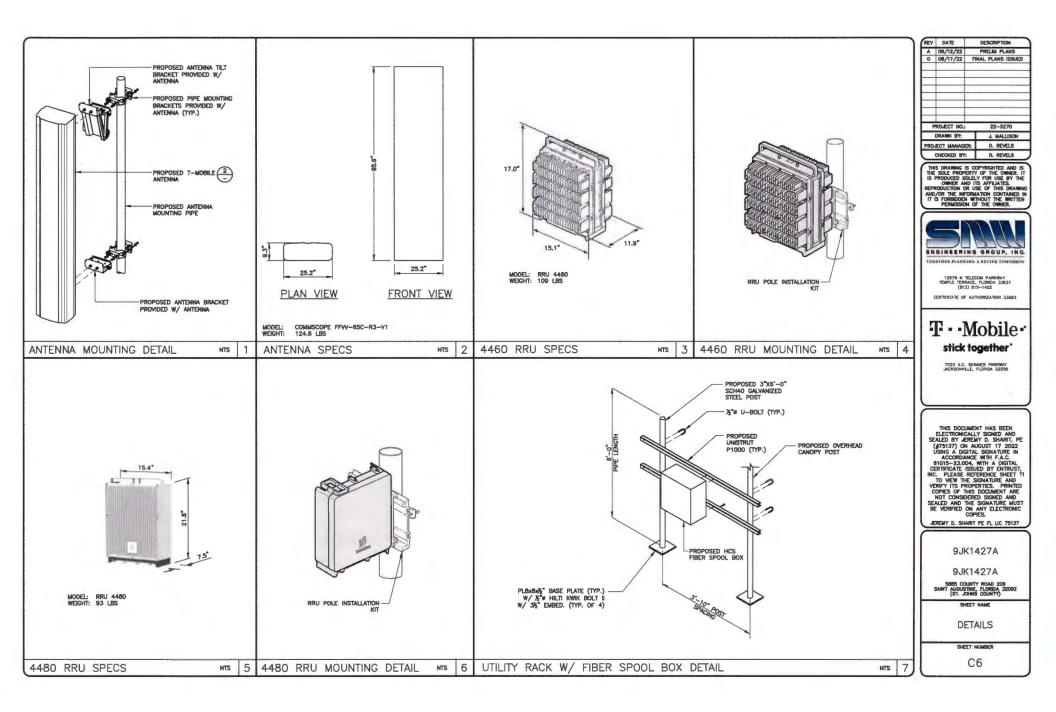


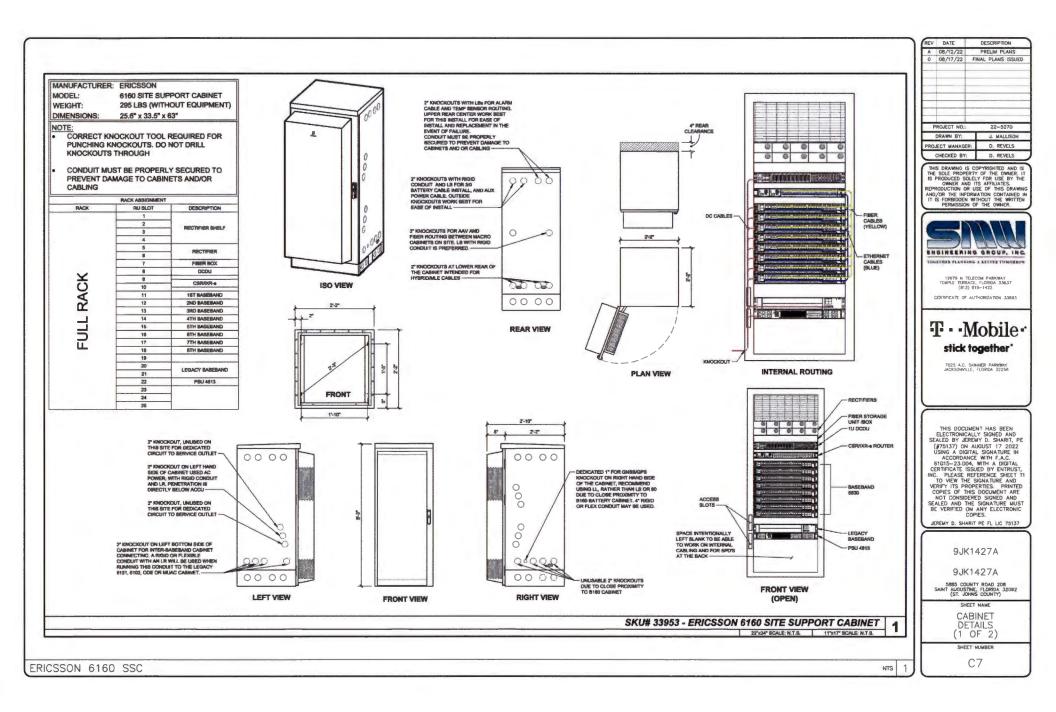














Capacity

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- VRLA 12V:
- Li-Ion: 24U 19" / 23"
- Sodium-Nickel: **3x FIAMM**

Electrical specification

- DC Output: -48VDC/200A
- Battery breakers: 2x 125/2p
- Door open, Climate failure, MCB Connection - Alarms: Mechanical specification

100Ah / 150Ah / 170Ah / 190Ah / 210Ah

- Weight: 134kg
 - Dimensions: 63 x 26 x 26 in. (incl. Base frame)
- -Base frame height: 6 in.
 - Material: Galvanized steel (180g/m²)
 - Color: Powder point NCS 2002-B
- Door: Front access
- Pad lock / cylinder - Locking type:

Environmental specification

- Ingress protection:
- Relative humidity:
- **Climate system**
- Air Conditioner
 - Fan type:
 - Cooling capacity:
- Convection cooling
 - Emergency fan

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LI-Ion IP55

500W @L35/L35

15-100%

DC

REV DATE

A 08/12/22

PROJECT NO .:

DRAWN BY:

PROJECT MANAGER:

CHECKED BY:

DESCRIPTION

PRELIM PLANS 0 08/17/22 FINAL PLANS ISSUED

22-5270

J. MALLISON

D. REVELS

D. REVELS

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CERTIFICATE OF AUTHORIZATION 33693

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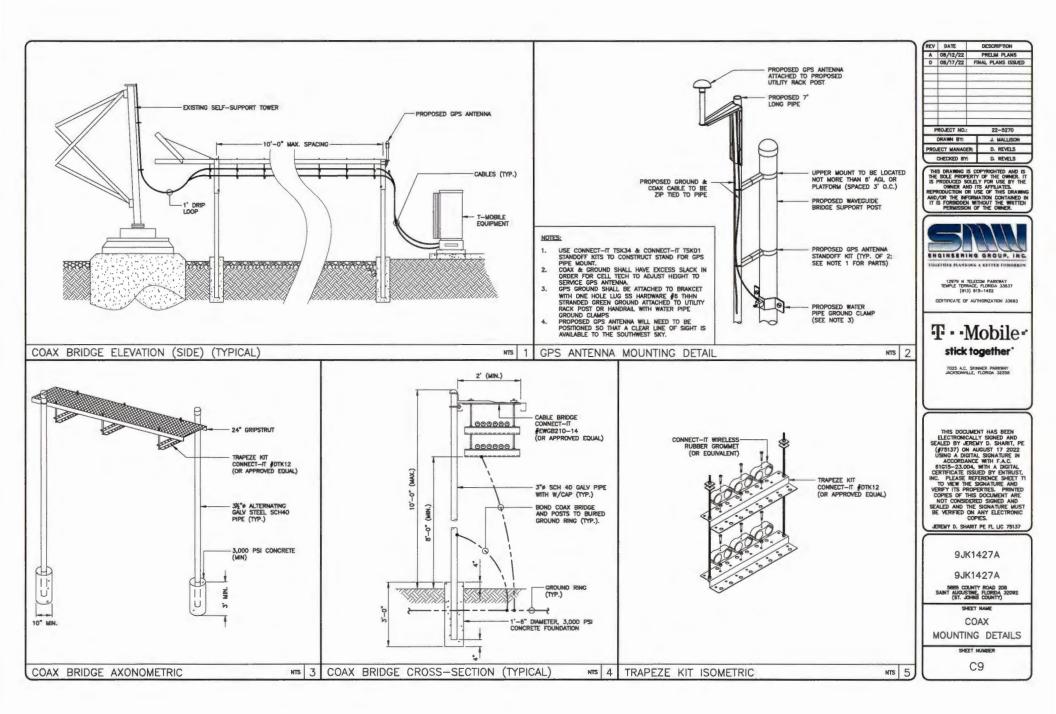
THIS DOCUMENT HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY JEREW JO SHARIT, PE (#75137) ON AUGUST 17 2022 USING A DIGTAL SGNATURE IN ACCORDANCE WITH F.A.C. 81G15-23.004, WITH A DIGTAL CERTIFICATE ISSUED BY ENTRUST, INC, PLCAS REFERENCE SHELT WERTY ITS PROPERTIES. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES
JEREMY D. SHARIT PE FL LIC 75137
9JK1427A
9JK1427A
5885 COUNTY ROAD 208 SAINT AUGUSTINE, FLORIDA 32092 (ST. JOHNS COUNTY)
SHEET NAME
CABINET DETAILS (2 OF 2)

SHEET NUMBER 63

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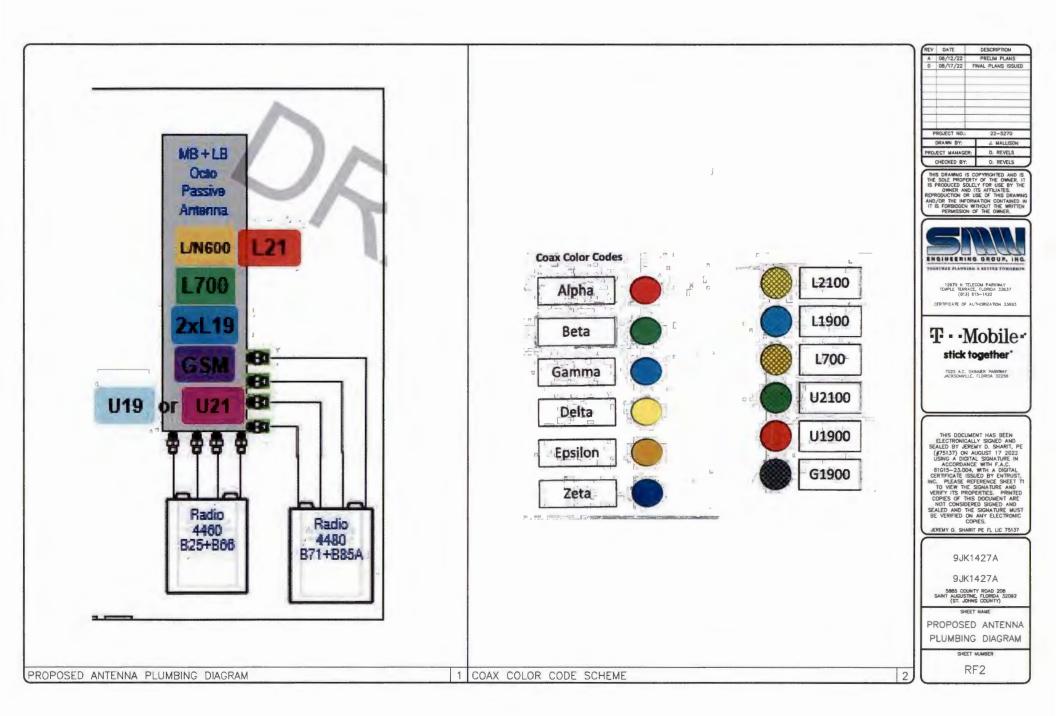


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 08/12/22
 PRELIM PLANS

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 FINAL PLANS ISSUED



A - GENERAL

- A1. ALL ELECTRICAL WORK SHALL CONFORM TO THE NATIONAL ELECTRICAL CODE (EDITION ADOPTED BY LOCAL JURISDICTION) AND APPLICABLE LOCAL CODES.
- A2. GROUNDING SHALL COMPLY WITH ARTICLE 250 OF THE NATIONAL ELECTRIC CODE.
- A3. ALL ELECTRICAL EQUIPMENT AND ACCESSORIES SHALL BE U.L. APPROVED OR LISTED.
- A4. ALL POWER WIRING SHALL BE STRANDED COPPER, TYPE THHN/THHW, AND 90 DEGREES C RATED.
- AS. GROUNDING ELECTRODE CONDUCTORS SHALL BE BARE, TIN COATED COPPER AND EQUIPMENT GROUND CONDUCTORS SHALL BE GREEN INSULATED, UNLESS OTHERWISE NOTED.
- A8. ALL POWER WIRING SHALL BE INSTALLED IN GALVANIZED RIGID STEEL CONDUIT, PVC, OR FLEXIBLE LIQUIDTIGHT CONDUIT, AS INDICATED.
- A7. CONTRACTOR SHALL OBTAIN ALL PERMITS, PAY PERMIT FEES, AND SCHEDULE INSPECTIONS.
- AB. CONTRACTOR SHALL APPLY FOR ELECTRICAL SERVICE AS SOON AS POSSIBLE AND COORDINATE REQUIREMENTS, SERVICE ROUTING, AND METER SOCKET TYPE WITH LOCAL POWER COMPANY.
- A9. CONTRACTOR SHALL APPLY FOR TELEPHONE SERVICE AS SOON AS POSSIBLE AND COORDINATE REQUIREMENTS AND SERVICE ROUTING WITH TELEPHONE COMPANY.
- A10. PROVIDE ALL LABOR AND MATERIAL DESCRIBED ON THIS DRAWING, AND ALL ITEMS INCIDENTAL TO COMPLETING AND PRESENTING THIS PROJECT AS FULLY OPERATIONAL.
- A11. WHERE LONG POWER CABLE RUNS PREVAIL CONTRACTOR SHALL CALCULATE THE VOLTAGE DROP AND SIZE WIRES AND CONDUIT ACCORDINGLY.
- A12. WHERE TRANSFORMER IS REQUIRED FOR ELECTRICAL SERVICE, TRANSFORMER SECONDARY SHALL BE GROUNDED PER N.E.C., ARTICLE 250-26.
- A13. REFER TO SITE SPECIFIC DWGS FOR ELEVATIONS.
- A14. ALL ELECTRICAL DEVICES EXPOSED TO WEATHER SHALL BE OF RAINPROOF CONSTRUCTION AND SHALL REQUIRE WATER TIGHT CONDUIT HUBS. NEWA 3R TYPICAL
- A15. CONTRACTOR SHALL COIL CABLES AT HANDHOLE WITH LENGTHS AS REQUIRED BY ELECTRICAL UTILITY FOR CONNECTION BY UTILITY.
- A18. ALL UNDERGROUND SERVICE ENTRANCE POWER CABLES SHALL BE TYPE FOR SUCH USE. CONTRACTOR SHALL CALCULATE VOLTAGE DROP AND RE-SIZE CABLES PER NEC REQUIREMENTS FOR CABLE RUNS EXCEEDING 250 FEET.
- B POWER CABLE AND SERVICE
- B1. CONTRACTOR SHALL PROVIDE CONDUIT AND WIRING TO BTS AND VERIFY EXACT CONDUIT ROLTING. RACEWAY SYSTEM MATERIALS AND DEVICES TORNISHED SHALL BE IN ACCORDANCE WITH APPLICABLE STADARDS OF ANSI, NEMA, AND UL RACEWAY SYSTEM COMPONENTS SHALL BE INSTALLED IN ACCORDANCE WITH APPLICABLE REQUIREMENTS OF THE N.E.C.
- B2. CONTRACTOR SHALL SEAL AROUND ALL CONDUIT PENETRATIONS THROUGH WALLS, FLOORS AND ROOFS TO PREVENT MOISTURE PENETRATION OR VERMIN INFESTATION.
- B3. CONDUCTORS RUNNING ALONG HORIZONTAL SURFACES (ROOF TOP OR SLAB) SHALL BE INSTALLED IN RIGID CONDUIT SUPPORTED ON ELECTRICAL CONDUIT SUPPORT.
- B4. ALL VERTICAL RUNS OF POWER CABLE EXCEEDING 80 FEET IN LENGTH SHALL BE SUPPORTED PER N.E.C. ARTICLE 300 USING KELLEMS GRIPS OR ACCEPTABLE EQUAL CABLE SUPPORT SYSTEM.
- B5. WHERE A SEPARATE ELECTRICAL SERVICE DROP IS ADDED, CONTRACTOR SHALL INSTALL PERMANENT SERVICE DISCONNECT OR GROUPING THEREOF, DENOTING ALL OTHER SERVICE ENTRANCES, LOCATION OF EACH AND THE AREAS SERVED BY EACH.
- B8. WHERE ELECTRICAL POWER IS TO BE SUB-FED FROM AN EXISTING DISTRIBUTION SYSTEM, THE FOLLOWING SHALL APPLY:
 - A) CONTRACTOR SHALL PERFORM LOAD TESTING TO DETERMINE MAXIMUM FEEDER DEMAND PER N.E.C. ARTICLE 220-33.
 CONTRACTOR SHALL VERIFY WHETHER EXISTING FEEDER CAPACITY EXCEEDS VALUE CALCULATED PER N.E.C. ARTICLE
 - 220-35
 - C) EACH BRANCH CIRCUIT PROTECTIVE DEVICE SHALL HAVE SAME INTERRUPTING RATING AS EQUIPMENT SUPPLYING IT.
 D) PREFERRED MEANS OF SUPPLY SHALL BE A BRANCH CIRCUIT PROTECTIVE DEVICE LOCATED IN EXISTING PANEL.
 - E) IF A BRANCH CIRCUIT PROTECTIVE DEVICE CANNOT BE OBTAINED OR SPACE IS NOT AVAILABLE. A BRANCH CIRCUIT MAY BE TAPPED FROM EXISTING FEEDER CONDUCTORS USING AN INSTALLED 2-POLE FUSED DISCONNECT AND METER BASE PER N.E.C. ARTICLE 240-21 WITH TEN FOOT (10) MAXIMUM TAP CONDUCTORS, FUSED DISCONNECT SMALL BE USTED SAME OR BETTER INTERRUPTING RATING AS EXISTING SOURCE OF SUPPLY.

- C RF (COAX) AND LOW VOLTAGE CABLE
- C1. RF CABLES AND LOW VOLTAGE CABLING BETWEEN BTS, LNA OR TMA AND ANTENNA SHALL BE SUPPORTED USING ANDREW "SNAP-IN" HANGERS OR ACCEPTABLE EQUAL.
- C2. RF CABLES AND LOW VOLTAGE CABLING BETWEEN BTS, LNA OR TMA AND ANTENNA SHALL BE ROUTED AS FOLLOWS: A) RUNNING ALONG HORIZONTAL SURFACES: USE WAVEGUIDE SUPPORTS OR BRIDGE KIT MOUNTED ON
 - CONCRETE SLEEPERS.
 - B) RUNNING ALONG VERTICAL TOWER FACE: WAVEGUIDE LADDER W/HANGERS OR KELLENS GRIPS. C) RUNNING ALONG OR ADJACENT TO BTS PLATFORM: USE 12 X 3 OPEN OR COVERED ELECTRICAL LADDER TRAY.

D - IDENTIFICATION

- D1. LOCATE NAMEPLATE, MARKING, OR OTHER IDENTIFICATION MEANS ON OUTSIDE EQUIPMENT OR BOX FRONT COVERS.
- D2. PROVIDE NAMEPLATE ENGRAVED WITH EQUIPMENT DESIGNATION FOR EACH SAFETY SWITCH AND ALL OTHER ELECTRICAL CABINETS, ETC.
- D3. DURING TRENCH BACK-FILLING FOR EACH UNDERGROUND ELECTRICAL, TELEPHONE, SIGNAL AND COMMUNICATIONS LINE, PROVIDE A CONTINUOUS UNDERGROUND WARNING TAPE TWELVE INCHES BELOW FINISHED GRADE.



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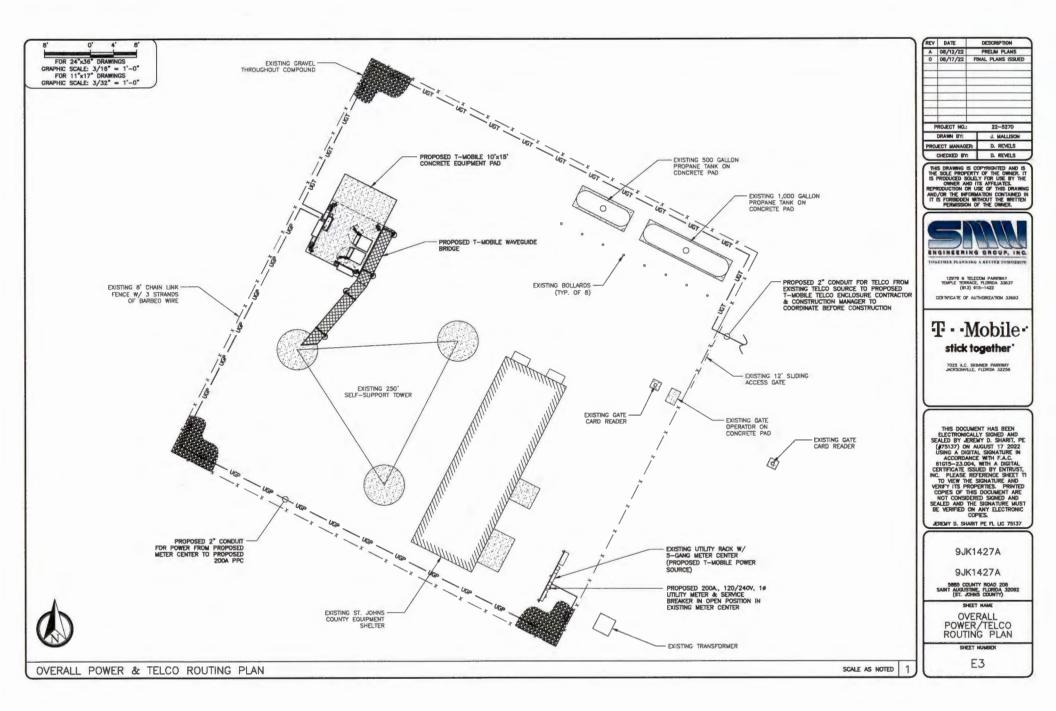
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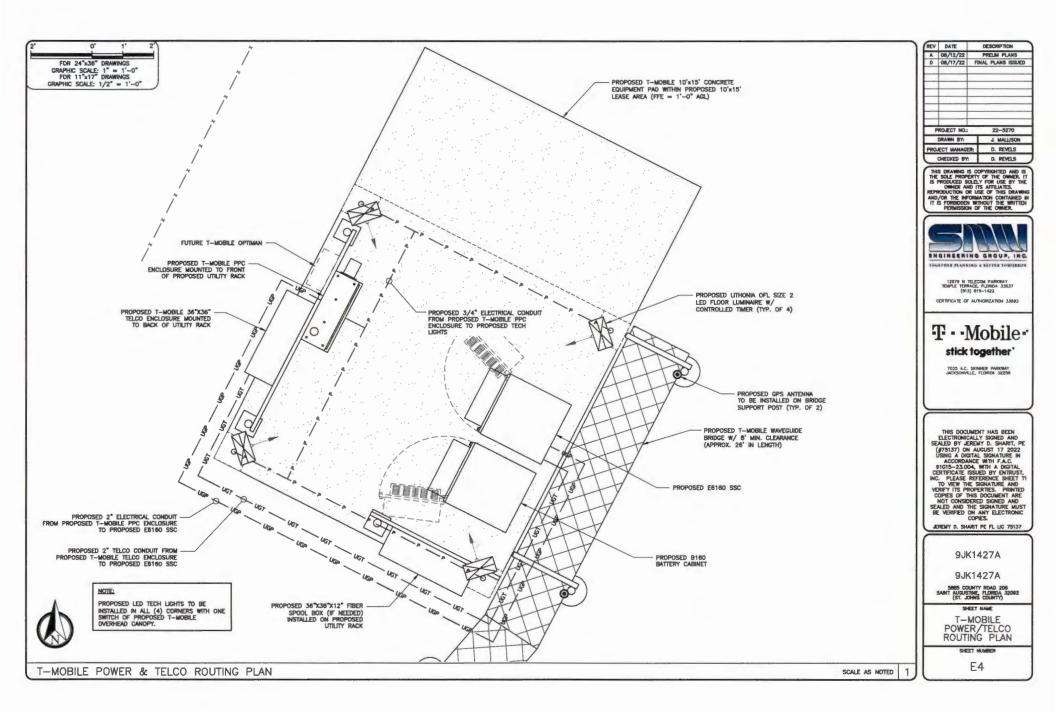
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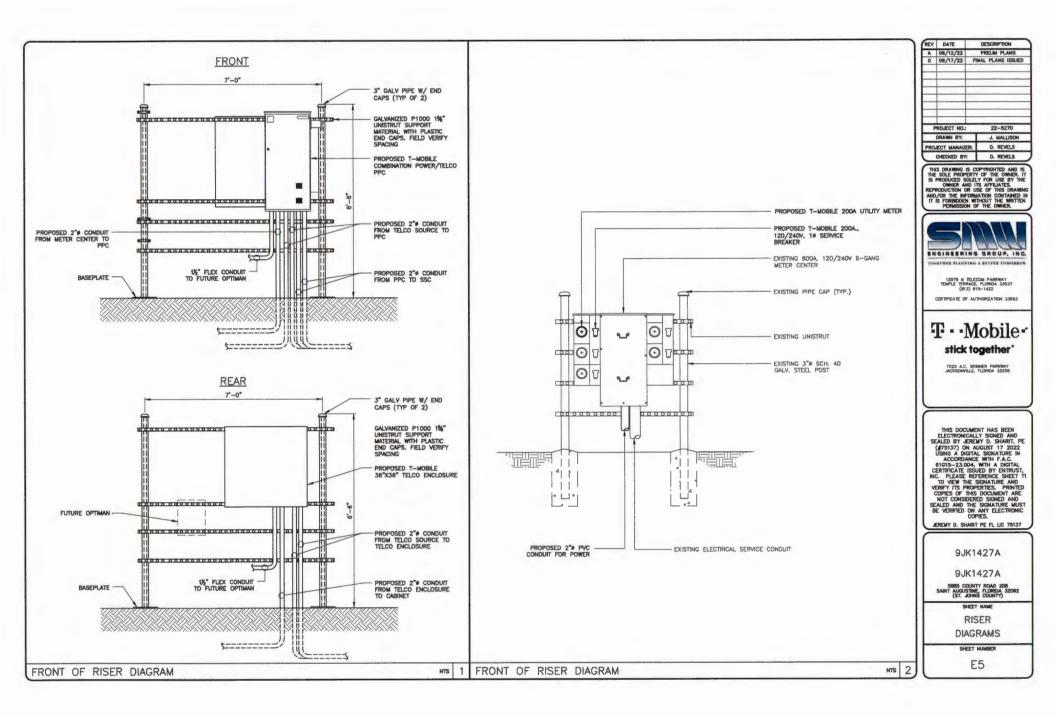
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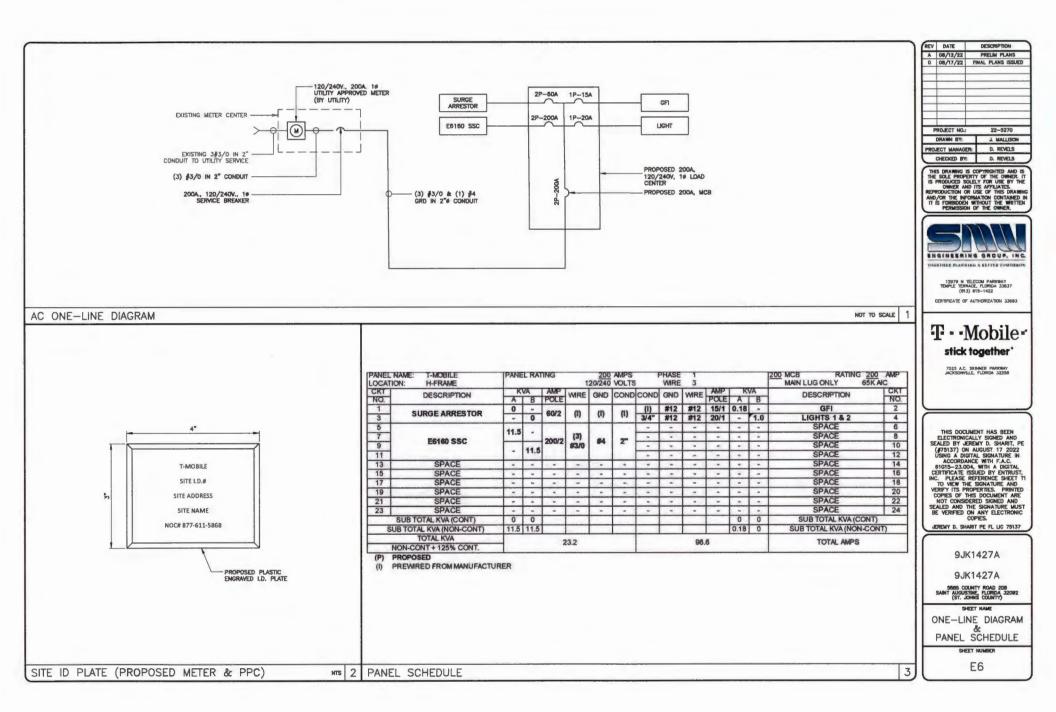
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A -	GENERAL_	D.	- LAND BUILDS AND CO-LOCATES	REV DATE DESCRIPTION A 08/12/22 PRELIM PLANS 0 08/17/22 FINAL PLANS ISSUED
	INSTALLATION OF GROUNDING ELECTRODE SYSTEM SHALL COMPLY WITH ARTICLE 250 OF THE NATIONAL ELECTRIC CODE AND WITH ALL BUILDING CODES OF AUTHORITIES HAVING JURISDICTION.		THE GROUND ELECTRODE SYSTEM SHALL CONSIST OF DRIVEN GROUND RODS UNIFORMLY SPACED AROUND THE EQUIPMENT	
A2.	GROUNDING CONDUCTORS SHALL BE #2 AWG TINNED SOLID BARE COPPER BELOW AND ABOVE GRADE, UNLESS OTHERWISE NOTED AND SHALL BE ROUTED IN A DOWNWARD PATH TOWARDS GROUND BARS.		STEEL INTERCONNECTED WITH \$2 SOLID TINNED BARE COPPER GROUND CONDUCTOR TO FORM A GROUND RING AT A DEPTH OF 30 INCHES BELOW THE SURFACE OF THE SOLIL A MINIMUM OF 1 FOOT AND A MAXIMUM OF 3 FEET CLEARANCES SHALL BE MAINTAINED FROM FOUNDATIONS, TOWER AND EQUIPMENT GROUND RINGS SHALL BE MAINTAINED WITH TWO GROUNDING CONDUCTORS OF	
A3.	GROUNDING CONDUCTORS SHALL BE KEPT AS SHORT AND DIRECT AS POSSIBLE WITH MINIMUM BEND RADIUS OF 12 INCHES.		EQUAL LENGTH AND MATERIALS.	
A4.	ALL BELOW GRADE CONNECTIONS SHALL BE CADWELD TYPE CONNECTIONS AND ALL CONNECTIONS TO EQUIPMENT AND GROUND BARS SHALL BE 2-HOLE BRONZE COMPRESSION CONNECTORS UNLESS OTHERWISE NOTED.	D2.	. GROUND RODS SHALL BE BONDED TO GROUND RINGS AND INTERCONNECTING CONDUCTORS AT EQUAL INTERVALS OF APPROXIMATELY 10 FEET.	PROJECT NO.: 22-5270
A5.	CONTRACTOR SHALL INSTALL NEW PCS GROUNDING SYSTEM PER SPECIFICATIONS AND INTERCONNECT NEW SYSTEMS TO ANY EXISTING GROUNDING SYSTEMS AS REQUIRED BY NFA 70 AND 780 (THIS APPLIES TO ELECTRICAL POWER DISTRIBUTION GROUNDING SYSTEM,	D3.	. WAVEGUIDE BRIDGE SHALL BE BONDED TO GROUND RINGS OR INTERCONNECTING CONDUCTORS WITH GROUNDING CONDUCTORS BONDED TO DIAGOMALLY OPPOSED SUPPORT POSTS.	DRAWN BY: J. MALLISON PROJECT MANAGER: D. REVELS
	URICUMUNES STATEMEN AS REQUIRED BT MEM TO AND DO AND TO AND THE AFFECT TO ALL THE AFFECT TO AND AND ANY OTHER EXISTING GROUNDING SYSTEM AND ANY OTHER EXISTING GROUNDING SYSTEMAS).	D4.	. GROUND BARS SHALL BE BONDED TO GROUND RING WITH SINGLE GROUNDING CONDUCTOR.	CHECKED BY: D. REVELS
A8.	GROUNDING CONDUCTORS SHALL BE BONDED TO CABLE SUPPORTS, ANTENNA FRAMES, AND ANY SUPPORT FRAMES OR RACKS USING CADWELD OR MECHANICAL CONNECTIONS.	D5.	THOSE BELOW GRADE SHALL BE EXOTHERMIC TYPE (CADWELD). ALL OTHER BONDS SHALL BE BRONZE 2-HOLE COMPRESSION	THIS DRAWING IS COPYRIGHTED AND IS THE SOLE PROPERTY OF THE OWNER. IT IS PRODUCED SOLLY FOR USE BY THE
A7.	CONTRACTOR SHALL PROVIDE LOCK WASHERS FOR ALL MECHANICAL CONNECTIONS FOR GROUND CONDUCTORS, STAINLESS STEEL HARDWARE SHALL BE USED THROUGHOUT.	D6.	FITTINGS UNLESS OTHERWISE NOTED. . GROUNDING CONDUCTORS MAKING A TRANSITION FROM ABOVE TO BELOW GRADE SHALL BE INSULATED FROM EARTH CONTACT BY	IS PRODUCED SOLLY FOR USE BY THE DUMMER AND ITS AFFILATES. REPRODUCTION OR USE OF THIS DRAWING AND/OR THE INFORMATION CONTAINED IN IT IS FORBIDDEN WITHOUT THE WRITTEN
A8.	GROUNDING CONDUCTORS EMBEDDED IN CONCRETE OR PENETRATING WALLS AND FLOORS SHALL BE ENCASED IN PVC CONDUIT. NO METALLIC CONDUIT SHALL BE USED FOR GROUNDING CONDUCTORS UNLESS REQUIRED BY LOCAL CODES OR OTHERWISE INDICATED	Ε.	PASSING THROUGH PVC CONDUIT. THE CONDUIT SHALL EXTEND AT LEAST 6 INCHES ABOVE AND 12 INCHES BELOW GRADE LEVEL. - LIGHTNING PROTECTION	PERMISSION OF THE OWNER.
	ON DRAWINGS. CONTRACTOR SHALL SEAL AROUND ALL CONDUIT PENETRATIONS TO PREVENT MOISTURE PENETRATION AND VERMIN INFESTATION.	E1.	IF EXISTING BUILDING HAS AN NFPA 780 AIR TERMINAL SYSTEM, EXISTING SYSTEM SHALL BE BONDED TO A GROUND BAR TO BOND	
A9.	CONTRACTOR SHALL BOND PCS GROUNDING SYSTEM VIA THE MASTER GROUND BAR TO ALL METAL OBJECTS WITHIN 12 FEET OF ECOURMENT, CONDUIT AND CABLES.		THE EXISTING SYSTEM TO THE NEW SYSTEM, SHOULD THE EXISTING SYSTEM COME WITHIN 8 FEET OF ANTENNA STRUCTURES, EXISTING SYSTEM SHALL ALSO BE BONDED TO COAX GROUND BARS.	
A10.	BONDING OF GROUNDED CONDUCTOR (NEUTRAL) AND GROUNDING CONDUCTOR SHALL BE AT SERVICE DISCONNECTING MEANS. BONDING JUMPER SHALL BE INSTALLED PER N.E.C. ARTICLE 250-28.	E2.	. IF STE IS IN A HIGH RISK AREA AND ANTENNAS DO NOT FALL WITHIN EXISTING COME OF PROTECTION FOR BUILDING, AIR TERMINALS SHALL BE INSTALLED AT ANTENNAS. A SINGLE AIR TERMINAL MAY BE USED WHEN TWO ANTENNAS ARE MOUNTED ON SAME STRUCTURE AND IT HAS BEEN DETERMINED THAT BOTH ANTENNAS WILL FALL WITHIN LIGHTNING COME OF PROTECTION FOR SINGLE AIR TERMINAL.	ENGINEERING GROUP, INC. TOGETHER PLANNING & RETTER TOMPRESIN
A11.	CONTRACTOR SHALL VERIFY EXACT CONDUIT ROUTING FOR GROUNDING CONDUCTORS WHERE APPLICABLE.	-		12979 N TELECOM PARKWAY TEMPLE TERRACE, FLORIDA 33837
A12.	A GROUND LEAD IS REQUIRED ONLY FOR BTS SUPPORTED ON STEEL FRAME. AN ADDITIONAL GROUND LEAD IS REQUIRED IF CABLE TRAY IS USED.	T1.	- GROUNDING REQUIREMENTS CONTRACTOR SHALL INSPECT AND TEST ANY NEW OR EXISTING T-MOBILE GROUNDING SYSTEM WITH A BIDDLE-MEGGER TESTER UTILIZING THE FALL OR ENTERTIAL METHOD AND CONTACT CONSTRUCTION MANAGER IF RESISTANCE EXCEPTS 5 OHMS AND SHALL	(813) 819-1422 CERTIFICATE OF AUTHORIZATION 33683
A13.	CONNECTIONS TO CGB SHALL BE ARRANGED IN THE FOLLOWING THREE GROUPS:		TILIZING THE FALL METERING AND CONTACT	
	 SURGE PRODUCERS (COAXIAL CABLE GROUND KITS, TELCO CABINET AND POWER PEDESTAL GROUND). SURGE ABSORBERS (GROUNDING ELECTRODE RING OR BUILDING STEEL). NOM-SURGING OBLECTS (EGB GROUND IN BITS). 	T2.	INCLUDING AT ANTENNA AND AT MASTER GROUND BAR. THE COAXIAL CABLE SHALL NOT EXCEED 100 FEET BETWEEN GROUNDING	T · Mobile
A14	DOUBLING OR STACKING OF ANY GROUNDING CONNECTIONS IS NOT ACCEPTABLE.		KITS.	stick together'
	ALL GROUND BARS SHALL BE INSTALLED WITH STAND OFF INSULATORS.	ТЗ.	. GROUNDING CONDUCTOR CONSISTING OF 2-#2 AWG TINNED SOLID BARE COPPER WIRE SHALL BE BONDED TO WAVEGUIDE ENTRY GROUND BAR USING CADWELD CONNECTIONS.	
		T4.		7025 A.C. SKINNER PARKINAY JACKSONVILLE, FLORIDA 32256
	PREPARATION	14.	SHALL BE INSTALLED ON THE OUTSIDE FACE OF THE BUILDING, BELOW THE CASE ENTRY PORTS.	11
B1.	SURFACES: ALL CONNECTIONS SMALL BE MADE TO BARE METAL. ALL PAINTED SURFACES SHALL BE FIELD INSPECTED TO ENSURE PROPER CONTACT. ALL GALVANZED SURFACES ON WHICH GALVANIZING HAS BEEN REMOVED BY CUTTING, DRILLING, OR ANY OTHER OPERATION SHALL BE RE-GALVANIZED IN ACCORDANCE WITH ASTM A780 USING "ZINC RICH" COATING AS MANUFACTURED BY ZRC CHEMICAL PRODUCTS COMPANY (LOCATED IN QUINCY, MASSACHUSETTS), OR ACCEPTABLE EQUAL. NO WASHERS ARE ALLOWED	T5.	EXTERNAL GROUND RING USING 2-1/2 AWG BARE TINNED SOLID COPPER ISOLATED IN PVC CONDUIT.	
	BETWEEN ITEMS BEING GROUNDED. ALL CONNECTIONS ARE TO HAVE A NON-OXIDIZING AGENT ("COPPER SHIELD") APPLIED PRIOR TO INSTALLATION.	T 8.	WHEN COAX CABLES ENTER A BUILDING FROM A ROOF TOP, THE COAX GROUND BAR AT THE BUILDING SHALL BE CONNECTED TO THE MASTER GROUND BAR NEAR THE BTS USING ∦2 AWG STRANDED INSULATED COPPER CONDUCTOR (SEE BUILDINGS NOTES ON THIS DRAWING FOR CONNECTION TO PRINCIPLE GROUND BAR AND BUILDING GROUND).	THIS DOCUMENT HAS BEEN
82.	GROUND BAR: ALL COPPER GROUND BARS SHALL BE CLEANED, POLISHED AND A NON-OXIDIZING AGENT ("COPPER SHIELD") APPLIED, NO FINGER PRINTS OR DISCOLORED COPPER SHALL BE PERMITTED.			ELECTRONICALLY SIGNED AND SEALED BY JEREMY D. SHARIT, PE (475137) ON AUGUST 17 2022
<u>c</u> -	BUILDINGS			USING A DIGITAL SIGNATURE IN ACCORDANCE WITH F.A.C.
C1.	ELECTRICAL CONTRACTOR SHALL PERFORM REQUIRED TESTING ON GROUNDING SYSTEM ONCE GROUNDING SYSTEM IS COMPLETELY CONSTRUCTED AND BEFORE SERVICE POWER AND GROUND IS CONNECTED (SEE NOTE 11 FOR TEST DESCRIPTION).			61G15-23.004, WITH A DIGITAL CERTIFICATE ISSUED BY ENTRUST, INC. PLEASE REFERENCE SHEET TI TO VIEW THE SIGNATURE AND
C2.	A #4/D AWG COPPER CONDUCTOR SHALL BE ROUTED FROM MASTER GROUND BAR AT BTS SITE TO MAIN METAL COLD WATER PIPE AND BONDED TO PIPE WITH BROAZE 2-HOLE PIPE CLAMP. CLAMP SHALL BE CONNECTED TO WATER PIPE WITHIN 5 FEET OF ENTRY OF PIPE INTO BUILDING WITH NO DEVICES BETWEEN ENTRY POINT AND CONNECTION AND SHALL COME IN CONTACT WITH PIPE FOR A MINIMUM DISTANCE OF 4 INCHES.			VERIFY ITS PROPERTIES. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC
C3.	METAL RACEWAYS, ENCLOSURES, FRAMES AND OTHER NON-CURRENT CARRYING PARTS OF ELECTRICAL EQUIPMENT SHALL BE KEPT AT LEAST & FEET AWAY FROM LIGHTNING ROD CONDUCTORS OR THEY MUST BE BONDED TO LIGHTING ROD CONDUCTORS AT THE LOCATION WHERE SEPARATION DISTANCE IS LESS THAN & FEET.			COPIES. JEREMY D. SHARIT PE FL UC 75137
C4.	A MASTER CHOUND BAR (MOB) SHALL BE INSTALLED NEAR FITS WITH BUILDING PRINCIPAL CROUND BAR (BPG) INSTALLED NEAR ENTRANCE OF MAIN METAL COLD WATER PIPE INTO BUILDING, A \$4/0 AWG STRANDED COPPER DOWN CONDUCTOR (VERTICAL GROUND RISER) SHALL BE USED TO INTERCONNECT GROUND BARS.			9JK1427A
C5.	VERTICAL RISER SHALL CONSIST OF A #4/0 ANG (THINN) STRANDED COPPER CONDUCTOR INSIDE %" CONDUIT.			9JK1427A
C8.	CONTRACTOR SHALL BOND BUILDING PRINCIPAL GROUND BAR (BPG) NEAR MAIN METAL COLD WATER PIPE TO EXISTING BUILDING GROUND RING AS WELL AS TO MAIN METAL COLD WATER PIPE WITH #4/0 AWG (THWN) STRANDED COPPER CONDUCTOR.			SAINT AUGUSTINE, FLORIDA 32092 (ST. JOHNS COUNTY)
C7.	ANTENNA GROUND BARS (AGB) SHALL BE INSTALLED NEAR ANTENNAS AND SHALL BE BONDED TO MASTER GROUND BAR (MGB) WITH #2 AWG TINNED SOLID BARE COPPER CONDUCTOR.			SHEET MAME GROUNDING
CB.	IF CODES REQUIRE VERTICAL RISER TO BE ISOLATED IN CONDUIT, PVC CONDUIT IS PREFERRED. IF METALLIC CONDUIT IS USED, GROUNDING BUSHINGS SHALL BE INSTALLED ON EACH END OF THE CONDUIT AND BONDED TO GROUND BARS USING #2 AWG (THWN)			NOTES
	STRANDED COPPER CONDUCTORS WITH GREEN INSULATION.			SHEET NUMBER
CP	OUNDING NOTES			E2
UGR				

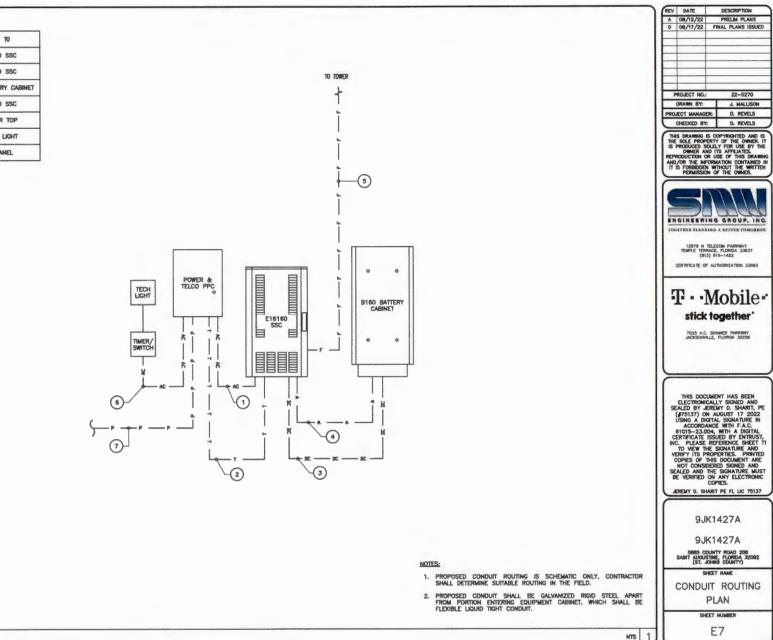




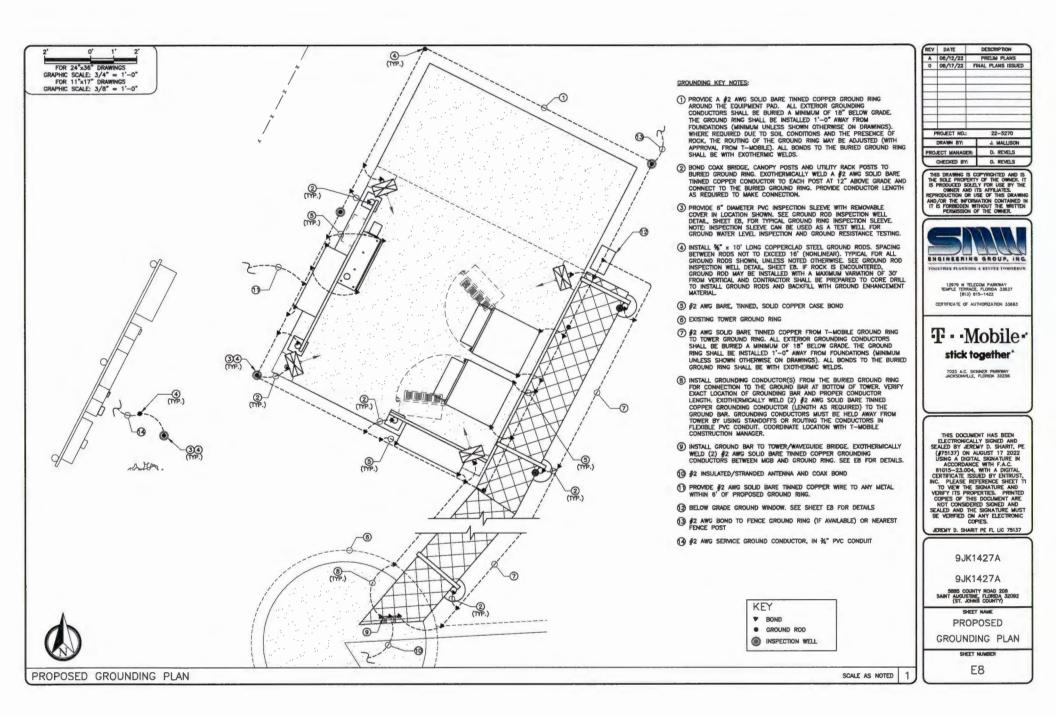




SYM	TYPE	FROM	TO		
1	2"# CONDUIT W (3) #3/0 & (1) #4 GROUND	AC PANEL	E6160 SSC		
2	(2)-1% CONDUIT W/ TELCO CABLE	TELCO ENC.	E6160 SSC		
3	1%" CONDUIT W/ DC CONDUCTORS	E6160 SSC	BATTERY CABINET		
\odot	1"# CONDUIT W/ (15) PAIR ALARM CABLE	BATTERY CABINET	E6160 SSC		
3	HYBRID TRUNK CABLE	EB160 SSC	TOWER TOP		
6	%" CONDUIT W/ (2) #12 (1) #12 GROUND	AC PANEL	TECH LIGHT		
$\overline{\Omega}$	2"# PVC CONDUIT FOR POWER	SOURCE	AC PANEL		



CONDUIT ROUTING PLAN



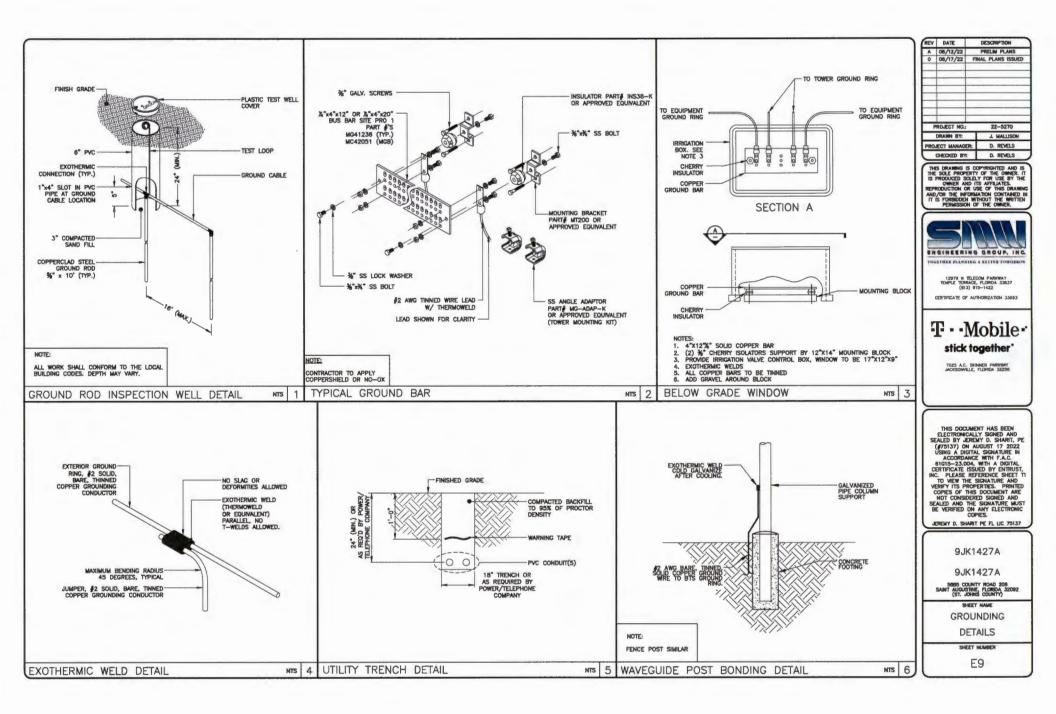
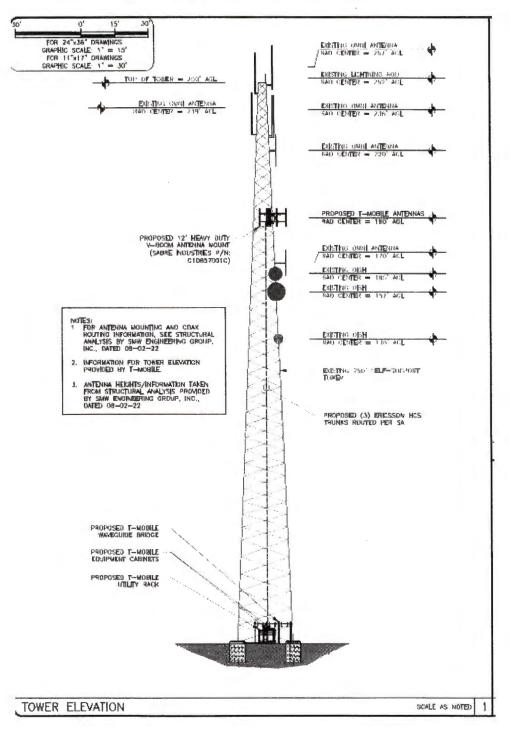
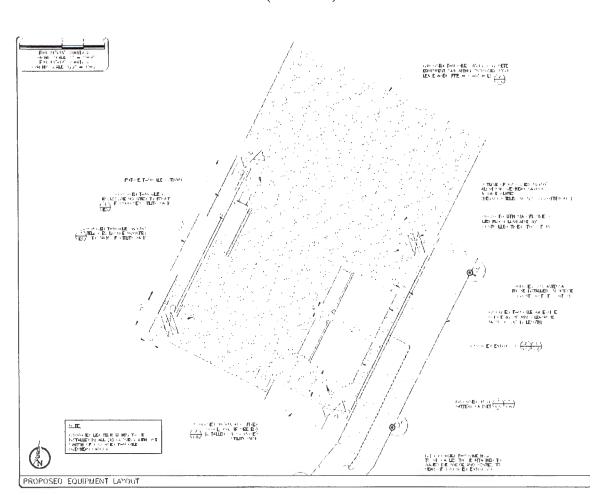


EXHIBIT C



TOWER AND GROUND LEASE AREA

EXHIBIT C



TOWER AND GROUND LEASE AREA (continued)

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EXHIBIT D

LESSEE EQUIPMENT SCHEDULE

up to 9 antennas, 12 radios, 6 cables, and (1) 48kw Generator (future) with a 10'x15' lease area

EXHIBIT E

MEMORANDUM OF LEASE

Cell Site Name: Bakersfield Tower Fixed Asset Number: 9JK1427A/9JK1427A State of Florida County of St. Johns

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE is entered into on this ______ day of ______, 2023, by and between St. Johns County, a political subdivision of the State of Florida, having administrative offices located at 500 San Sebastian View, St. Augustine, Florida 32083 ("Lessor") and T-MOBILE SOUTH, LLC, a Delaware limited liability company, with its principal offices at 12920 S.E. 38th Street, Bellevue, WA 98006 ("Lessee"). Lessor and Lessee are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

1. Lessor and Lessee entered into a certain Communication Tower Lease Agreement ("Agreement") on the _____ day of ______, 2023, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing are set forth in the Agreement.

2. The initial lease term will be five (5) years ("Initial Term") commencing on the Commencement Date of the Agreement, with four (4) successive five (5) year options to renew. "Commencement Date" means the first (1st) day of the first (1st) month following full execution of this Lease Agreement.

The portion of the land being leased to Lessee (the "Premises") is described in Exhibit A attached hereto and by reference incorporated herein.

This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

<Signature Page to Follow>

Signed, sealed and delivered in the presence of:

ST. JOHNS COUNTY, FLORIDA,

A political subdivision of the State of Florida

Print Name

By:______ Joy Andrews Interim County Administrator Date:______

Print Name

STATE OF FLORIDA COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me by means of \Box physical presence, this day of ______, 2023, by Joy Andrews as Interim County Administrator for St. Johns County, Florida, who is personally known to me.

Notary Public My commission expires:_____

ATTEST: Brandon J. Patty Clerk of the Circuit Court & Comptroller

By:___

Deputy Clerk

Signed, sealed and delivered

presence of:

Costa Print Name

Print Name

T-Mobile South, LLC, a Delaware limited liability company

B

Print Name: C.J. Johnson Title: Director, Network Engineering Date: October 4, 2023

FOULDA STATE OF COUNTY OF Duval

The foregoing instrument was acknowledged bef	fore me by means of D physical presence or
□ online notarization, this <u>4th</u> day of <u>Nor</u>	vember , 2023, by CT Johnson
as Director, Network Engineering	for T-Mobile
who is personally known to me or has produced	as identification.



Notary Public

My commission expires: 3-23-25

EXHIBIT A TO MEMORANDUM OF LEASE

PREMISES/COMMUNICATION TOWER DESCRIPTION Parcel Identification Number 030670-0000

A part of the Jose Papy Grant, Section 38, Townshlp 7, Range 28 East, St. Johns County, Florida, being more particularly described as follows: For a Point of reference, commence at the Southeast corner of said Section 38; thence South 88°01'02" West, along the South line of said Section 38, a distance of 1,320.47 feet to the Point of Beginning; thence South 88°18'32" West, along said South line of Section 38, a distance of 419.46 feet; thence North 00°36'44" West, along the Easterly line of those lands as described in Official Records Book 220, Page 503 of the Public Records of Said County, a distance of 1,251.16 feet to the Southerly right of way line of County Road 208 as now established as a 66 foot right of way; thence South 63°59'31" East, along said Southerly right of way line a distance of 146.66 feet to the point of curvature of a curve concave Southwesterly, having a radius of 1,882.41 feet; Thence Southeasterly, along and with the arc of said curve and said right of way line, a chord bearing of South 59°04'10" East and a chord distance of 323.05 feet to the point of tangency of said curve; thence South 54°08'51" East, along said Southerly right of way line, a distance of 13.70 feet; thence South 00°43'26" East, along the Westerly line of those lands as described in Official Records Book 1525, Page 1435 of said public records, a distance of 1,000.41 feet to the Point of Beginning.

EXHIBIT "B" TO RESOLUTION

Cell Site Name: Bakersfield Tower Fixed Asset Number: 9JK1427A/9JK1427A State of Florida County of St. Johns

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE is entered into on this _____ day of _____, 2023, by and between St. Johns County, a political subdivision of the State of Florida, having administrative offices located at 500 San Sebastian View, St. Augustine, Florida 32083 ("Lessor") and **T-MOBILE SOUTH, LLC**, a Delaware limited liability company, with its principal offices at 12920 S.E. 38th Street, Bellevue, WA 98006 ("Lessee"). Lessor and Lessee are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

1. Lessor and Lessee entered into a certain Communication Tower Lease Agreement ("Agreement") on the _____ day of ______, 2023, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing are set forth in the Agreement.

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<Signature Page to Follow>

Signed, sealed and delivered in the presence of:

ST. JOHNS COUNTY, FLORIDA,

A political subdivision of the State of Florida

Print Name

By:_____

County Administrator
Date:

Print Name

STATE OF FLORIDA COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me by means of \Box physical presence, this ______ day of ______, 2023, by _______as County Administrator for St. Johns County, Florida, who is personally known to me.

Notary Public My commission expires:_____

ATTEST: Brandon J. Patty Clerk of the Circuit Court & Comptroller

By:

Deputy Clerk

Signed, sealed and delivered	T-Mobile South, LLC, a Delaware limited
presence of:	liability company
	Ву:
Print Name	Print Name:
	Title:
	Date:
Print Name	
STATE OF	
COUNTY OF	
The foregoing instrument was acknowledged be	fore me by means of \Box physical presence or
□ online notarization, this day of	, 2023, by
as	_ for
who is personally known to me or has produced	as identification.

Notary Public

My commission expires:

.....

EXHIBIT A TO MEMORANDUM OF LEASE

PREMISES/COMMUNICATION TOWER DESCRIPTION Parcel Identification Number 030670-0000

A part of the Jose Papy Grant, Section 38, Township 7, Range 28 East, St. Johns County, Florida, being more particularly described as follows: For a Point of reference, commence at the Southeast corner of said Section 38; thence South 88°01'02" West, along the South line of said Section 38, a distance of 1,320.47 feet to the Point of Beginning; thence South 88°18'32" West, along said South line of Section 38, a distance of 419.46 feet; thence North 00°36'44" West, along the Easterly line of those lands as described in Official Records Book 220, Page 503 of the Public Records of Said County, a distance of 1,251.16 feet to the Southerly right of way line of County Road 208 as now established as a 66 foot right of way; thence South 63°59'31" East, along said Southerly right of way line a distance of 146.66 feet to the point of curvature of a curve concave Southwesterly, having a radius of 1,882.41 feet; Thence Southeasterly, along and with the arc of said curve and said right of way line, a chord bearing of South 59°04'10" East and a chord distance of 323.05 feet to the point of tangency of said curve; thence South 54°08'51" East, along said Southerly right of way line, a distance of 13.70 feet; thence South 00°43'26" East, along the Westerly line of those lands as described in Official Records Book 1525, Page 1435 of said public records, a distance of 1,000.41 feet to the Point of Beginning.



Tower Lease Agreement

T-Mobile South LLC

2023 Aerial Imagery

Date: 10/16/2023

Disclaimer: This map is for reference use only. Data provided are derived from multiple sources with varying levels of accuracy. The St. Johns County Real Estate Division disclaims all responsibility for the accuracy or completeness of the data shown hereon.

PIDA AT FIRST

(904) 209-0764