

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Non-Exclusive Communications Tower and Site Lease Agreement

DEPARTMENT: Information Technologies

AUTHORIZED BY: Colleen Rotella **CONTACT:** Greg Holcomb **EXT.** 1010

Agenda Date <u>9/12/2006</u> Regular <input type="checkbox"/> Consent <input checked="" type="checkbox"/> Work Session <input type="checkbox"/> Briefing <input type="checkbox"/> Public Hearing – 1:30 <input type="checkbox"/> Public Hearing – 7:00 <input type="checkbox"/>

MOTION/RECOMMENDATION:

Approve and authorize Chairman to execute the attached agreement between T-Mobile South LLC and Seminole County for co-location of communication services on an existing County location.

District 1 – Dallari

BACKGROUND:

T-Mobile approached Seminole County in a cooperative effort to comply with the code requirements of Sec. 30.1368, Co-location of communication tower antennas. The property located on 3250 Dike Road is a pre-existing Seminole County tower location with the County and Cingular currently co-locating. The tower was constructed to allow capabilities for co-location in the future. Approval of this agreement will minimize diverse visual impacts associated with the proliferation and clustering of communication towers and provide for co-location of communication antennas by more than one (1) carrier on an existing communication tower. No special exception is required. T-Mobile has filed applications with the County for permitting pending this approval.

Reviewed by: <u>[Signature]</u> Co Atty: <u>[Signature]</u> DFS: _____ Other: <u>[Signature]</u> DCM: <u>[Signature]</u> CM: <u>[Signature]</u> File No. <u>CET101</u>
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NON-EXCLUSIVE COMMUNICATIONS TOWER AND SITE LEASE AGREEMENT

THIS NON-EXCLUSIVE LEASE AGREEMENT is entered into this ____ day of _____, 20_____, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY", and **T-MOBILE SOUTH LLC**, a Delaware limited liability company with its principal offices located at 3407 W. Martin Luther King, Jr. Boulevard, Tampa, Florida 33607, hereinafter referred to as "T-MOBILE".

WHEREAS, the COUNTY is the owner of a parcel of real property located on Dike Road in Seminole County, Florida (the "Property") the legal description for which is set forth in Exhibit "A", attached hereto, upon which is located a COUNTY owned communications tower (the "Tower"), hereinafter as more particularly described in Exhibit "B" attached hereto; and

WHEREAS, T-MOBILE's business is wireless, personal communications services and it has preliminarily determined that the Tower's location, height and structural design appears suitable for housing T-MOBILE's antennae array for enhancing service to customers in the vicinity of the Property; and

WHEREAS, T-MOBILE also desires to use a portion of the Tower and ground space of the Property containing approximately 600 square feet (the "Leased Premises") for the installation and operation of certain antennae and related cables and equipment, including generation equipment and equipment shed (the "Facilities"), for use in connection with its wireless communications business, all as more particularly

described in the attached site plan and elevation drawings as Exhibit "C"; and

WHEREAS, the COUNTY is willing to grant T-MOBILE a non-exclusive lease on a portion of the Tower and a portion of the Property along with a non-exclusive license to enter in and across the Property pursuant to the terms and conditions set forth below in order to allow T-MOBILE to install, operate and maintain its Facilities as described in Exhibit "D" attached hereto and incorporated herein; and

WHEREAS, the Board of County Commissioners finds and determines that cooperative ventures of the type described in this Agreement best serve the public interest and constitute a true public purpose by fostering expansion of wireless personal communications and E-911 services while enhancing the aesthetics of the COUNTY by minimizing the need for multiple towers,

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, the parties agree as follows:

SECTION 1. RECITALS. The recitals set forth above are true and correct and form a material part of this Agreement upon which the parties have relied.

SECTION 2. INTENDED USE. The leasehold and entry license rights granted herein are for the installation, operation, repair and maintenance of the Facilities in accordance with the site plan attached hereto and for no other purpose. T-MOBILE shall have the responsibility for supplying Exhibits "C" and "D" within ten (10) days

of the Effective Date hereof. Structural diagrams and indications of loading within either or both Exhibits shall be under seal of a professional engineer. This use shall be non-exclusive. T-MOBILE may not add additional equipment, equipment sheds or antennas beyond that shown on Exhibits "C" and "D" without prior, written approval of the COUNTY. T-MOBILE may erect and operate fifteen (15) antennae on the Tower. T-MOBILE may erect additional antenna only with the COUNTY's prior written consent and only after T-MOBILE has obtained, at T-MOBILE's expense, a certified evaluation indicating that each additional antennae will not interfere with existing or proposed antennae or other uses of the Tower and that the Tower can structurally support the additional antennae.

SECTION 3. EFFECTIVE DATE/DUE DILIGENCE PERIOD.

(a) This Agreement shall be effective on the date of full execution hereof (the "Effective Date"). Beginning on the Effective Date and continuing for a period of fifty-nine (59) days thereafter to the Term Commencement Date as defined in Section 4 below (the "Due Diligence Period"), T-MOBILE shall be permitted to enter the Property for the limited purpose of making appropriate engineering and boundary surveys, inspections and other reasonably necessary investigations and signal, topographical, geotechnical, structural and environmental tests (collectively "Investigations and Tests") that T-MOBILE may deem necessary or desirable to determine the long term physical condition, feasibility and suitability of the Property. Upon T-MOBILE's request, COUNTY agrees to provide promptly to T-MOBILE copies of all plans, specifications, surveys and maps for the Property and Tower. The Tower

map shall include the elevation of all antennas on the Tower and the frequencies upon which each operates.

(b) In the event that T-MOBILE, in its sole discretion, determines at any time during the Due Diligence Period that the Property and/or Tower are not appropriate for T-MOBILE's intended use, or if for any other reason or for no reason, T-MOBILE decides not to continue its tenancy of the Leased Premises, then T-MOBILE shall have the right to terminate this Agreement without penalty upon written notice to COUNTY prior to the Term Commencement Date. COUNTY and T-MOBILE expressly acknowledge and agree that T-MOBILE's access to the Property during this Due Diligence Period shall be solely for the limited purpose of performing the Investigations and Tests, and that T-MOBILE shall not be considered an owner or operator of any portion of the Property, and shall have no ownership, control or possessory rights of any portion of the Property except as expressly provided in this Section prior to the Term Commencement Date.

(c) During the Due Diligence Period, the provisions of this Agreement shall be in effect except that the amount of monthly Rent due from T-MOBILE shall not have commenced for that limited period.

SECTION 4. TERM AND RENEWALS. The initial term of this Agreement shall be five (5) years, commencing on the Term Commencement Date and ending on the fifth year anniversary date of the Term Commencement Date unless sooner terminated or modified under the terms of this Agreement by mutual consent of the parties. The Term Commencement Date shall be the sixty-first day following the Effective Date. This Agreement may be renewed for up to five (5) successive five

(5) year terms by mutual assent of the parties as reflected in a duly executed amendment to this Agreement. T-MOBILE shall have the responsibility to notify COUNTY in writing of its intention to renew or not to renew during the last six (6) months of the then current term but no later than thirty (30) days prior to the expiration of the initial term or the then current term as extended by amendment to this Agreement. During each renewal term, all terms and conditions of this Agreement, as the same may be amended from time to time, shall remain in full force and effect.

SECTION 5. RENTS, FEES AND CHARGES.

(a) T-MOBILE shall not be charged any Rent for access and use of the Property and the Tower during the Due Diligence Period.

(b) Commencing with the Term Commencement Date and on the first of each month thereafter for the duration of this Agreement, T-MOBILE shall pay to COUNTY the sum of TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00) as rent (the "Rent") for the occupation and use of the Leased Premises and for the non-exclusive license rights across the Property incidental to such occupancy, use and enjoyment.

(c) During the initial term of this Agreement and any renewal term thereof, such rent shall be adjusted annually on the anniversary of the Commencement Date on the basis of changes in the index number set forth in the Consumer Price Index - Urban Wage Earners and Clerical Workers - All items, U.S. City Average" (1982-84 = 100) published by the Bureau of Labor Statistics, United States Department of Labor. Such adjustment to the monthly rent shall be calculated by multiplying the rent payable in the immediately preceding lease year

by the sum of: (i) one (1), plus (ii) the percentage increase in the CPI during the prior year; provided, however, that in no event shall such upward adjustment exceed one hundred four percent (104%) of the rent for the immediately preceding year. It shall be COUNTY's responsibility to timely perform such adjustments and give written notice of the adjusted rent to T-MOBILE. Until such annual adjustments shall be performed and notice given to T-MOBILE, the rent charged for the immediately preceding lease year shall remain in effect. COUNTY and T-MOBILE reserve the right to amend this Agreement for selection of another United States Government index should the CPI be discontinued or be restructured in a manner rendering it impractical as a meaningful indicator for the purposes hereof.

(d) Any amounts not paid by T-MOBILE to COUNTY within thirty (30) days of its due date shall include a late payment charge of five percent (5%) of the amount due. A delinquency of sixty (60) days shall constitute an event of default hereunder. In the event of such default, the COUNTY may, after giving thirty (30) calendar days prior written notice to T-MOBILE, suspend the lease, occupancy and license rights granted in this Agreement until COUNTY has been paid in full.

(e) If the Term Commencement Date is other than on the first day of the month, or if this Agreement is terminated at any time other than on the last day of the month, the Rent for said months shall be prorated as of the date of commencement or termination and, in the event of termination by COUNTY for any reason other than T-MOBILE's default, all prepaid Rents for the unexpired term shall be refunded to T-MOBILE less any setoff for the costs incurred by COUNTY for removal

of T-MOBILE's Facilities from the Leased Premises or other counterclaims then pending.

SECTION 6. PROVISION OF CELLULAR PHONES TO COUNTY.

(a) Within twenty (20) days after the Term Commencement Date, and on or before the commencement date of each renewal term of this Agreement, T-MOBILE shall make payments of TWO THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$2,500.00) to COUNTY. These payments shall be in addition to those rents, fees and charges imposed by Section 5 of this Agreement. T-MOBILE's maximum financial obligation under this Section 6(a) will be FIFTEEN THOUSAND AND NO/100 DOLLARS (\$15,000.00) if the Agreement is renewed for all five (5) renewal terms.

(b) To the extent that the COUNTY desires to purchase cellular/PCS equipment or service from T-MOBILE, T-MOBILE shall offer this equipment and service to the COUNTY at the most comparable rate and terms that T-MOBILE then offers to any other person or entity using similar equipment and receiving similar services.

SECTION 7. RIGHT OF ENTRY, USE AND QUIET ENJOYMENT OF PROPERTY.

(a) From and after the Term Commencement Date, the Leased Premises may be used by T-MOBILE for any lawful activity in connection with the provision of its communications services and T-MOBILE shall have the ongoing right to the use and quiet enjoyment of the Leased Premises under the terms of this Agreement. COUNTY agrees to cooperate with T-MOBILE, at T-MOBILE's expense, in making application for and obtaining all licenses, permits and any and all other necessary approvals that may be required for T-MOBILE's intended use of the Leased Premises.

(b) T-MOBILE shall have the right to construct, erect, maintain, test, replace, remove, operate and upgrade its Facilities, including without limitation, utility lines, transmission lines, an air conditioned equipment shelter, electronic equipment, transmitting and receiving antennas, power generator, supporting equipment and structures. In connection therewith, T-MOBILE has the right to do all work necessary to prepare, maintain and alter the Leased Premises for T-MOBILE's business operations and to install transmission lines connecting the antennas to the transmitters and receivers. All of T-MOBILE's construction and installation work shall be performed at T-MOBILE's sole cost and expense and in a good and workmanlike manner. Any such installation, construction and removal work shall require that all persons performing such services shall be properly insured, licensed and bonded, proof of which shall be provided to COUNTY upon request. T-MOBILE shall hold title to the Facilities and all of the Facilities shall remain T-MOBILE's personal property and are not fixtures. T-MOBILE has the right to remove Facilities at its sole expense on or before the expiration or earlier termination of this Agreement, and T-MOBILE shall, at its own expense, repair any damage to the Property and the COUNTY's Tower caused by such removal. Upon the expiration or earlier termination of this Agreement, T-MOBILE shall remove the Facilities from the Property at no cost to COUNTY.

(c) T-MOBILE, its employees, agents and contractors shall have access to the Leased Premises twenty-four (24) hours a day, seven (7) days a week at no charge. COUNTY recognizes that occasionally certain repair service needs may require access to other portions of the

Property or the Tower itself for which twenty-four (24) hours advance notice to COUNTY shall be required. In such circumstances, T-MOBILE shall contact the COUNTY's Information Technologies Department at (407) 665-1010. Such Tower or other Property access shall be conducted during normal business, daylight hours; however, after-hours and night access with shorter advance notice shall be allowed by COUNTY, if, in the COUNTY Information Technology Manager's opinion, emergency circumstances so warrant. Access to the Tower shall require the presence of authorized COUNTY personnel at all times. T-MOBILE's admittance to the TOWER shall require adequate proof of identification to the COUNTY's authorized personnel on site. Nothing herein shall be construed as preventing COUNTY's Public Safety Personnel from denying entry to persons not presenting sufficient proof of identification and purpose.

(d) COUNTY grants to T-MOBILE and T-MOBILE's agents, employees, and contractors a non-exclusive license for pedestrian and vehicular ingress and egress across the Property. COUNTY shall maintain all access roadways from the nearest public roadway to the Property in a manner sufficient to allow pedestrian and vehicular access at all times under normal weather conditions. COUNTY shall be responsible for maintaining and repairing such roadways at its sole expense except for any damage caused by T-MOBILE's use of such roadways.

SECTION 8. UTILITIES AND RELATED EASEMENTS. T-MOBILE shall pay for the electricity it consumes in its operations at the rate charged by the servicing utility companies. T-MOBILE shall obtain separately metered utility service from the companies that will provide service

to the Leased Premises. COUNTY agrees to sign such documents or easements as may be required by said utility companies to provide such service to T-MOBILE's Facilities¹ on the Leased Premises at no cost to T-MOBILE. Any easement necessary for such power or other utilities shall be at a location acceptable to COUNTY and the servicing utility company.

SECTION 9. TAXES. T-MOBILE shall pay all applicable taxes which become due and payable on the Facilities during the term of this Agreement. T-MOBILE shall pay, as they become due and payable, all other fees, charges, taxes and expenses required for this Agreement and/or permits required for or occasioned by T-MOBILE's use of the Leased Premises. Nothing herein shall be construed as exempting the Facilities from issuance of a tax warrant or seizure for non-payment of ad valorem tangible personal property taxes by virtue of the Facilities being located on COUNTY owned land.

SECTION 10. AESTHETIC STANDARDS. T-MOBILE's Facilities shall comport with any and all aesthetic requirements of the COUNTY which are reasonably imposed. COUNTY reserves the right to require T-MOBILE to paint the Facilities, not including equipment for which painting would interfere with its proper function.

SECTION 11. INTERFERENCE.

(a) T-MOBILE shall operate the Facilities in compliance with all Federal Communications Commission ("FCC") requirements and in a manner that will not cause interference to COUNTY's public safety and emergency services wireless communications or other lessees antennae already located on the Tower, if any.

(b) Subsequent to the installation of the Facilities, COUNTY will not permit other lessees or licensees to install new equipment on or make any alterations to the Property, the Tower or property contiguous thereto owned or controlled by COUNTY if such modifications are likely to cause interference with T-MOBILE's operations. Such likelihood shall be determined by T-MOBILE from investigations, field tests and RF engineering feasibility studies conducted by T-MOBILE and by prospective future lessees at their own expense. T-MOBILE shall have thirty (30) days from the time it receives a copy of any proposed, additional collocation feasibility report to make its own determination of compatibility. A failure of T-MOBILE to respond within the thirty (30) day period shall create a presumption of approval upon which the COUNTY may rely in granting its own approval of the additional collocation. COUNTY shall not be responsible for any portion of the costs of collocation feasibility studies nor shall COUNTY bear any liability to T-MOBILE whatsoever for any interference or the costs for remedying same that may result from future collocations.

(c) T-MOBILE acknowledges that such collocation of wireless communications systems can result in direct and serious interference with public safety and emergency telecommunications systems. Accordingly, if at anytime during the Due Diligence Period or thereafter during the term of this Agreement, COUNTY experiences any interference or blackout of its Public Safety Emergency radio communications systems as a result of T-MOBILE's operation of the Facility, COUNTY shall have the unilateral right to immediately

suspend or terminate T-MOBILE's operation of the Facilities; to terminate this Agreement and order T-MOBILE to remove its Facilities from the Tower and the Property without further liability to T-MOBILE of any kind whatsoever, including particularly the cost for removal of equipment or lost revenues resulting from termination of services. T-MOBILE shall, however, be given thirty (30) days to correct the interference problem before being ordered to vacate the Leased Premises and the Property. If, at the end of thirty (30) days, the problems cannot be remedied to COUNTY's satisfaction, T-MOBILE shall have reasonable time, not to exceed an additional thirty (30) days, to remove its personal property and equipment from the site and the Tower and this Agreement shall be deemed terminated at that time.

SECTION 12. EQUIPMENT UPGRADE. Subject to Section 11 of this Agreement, T-MOBILE may update, augment or replace the Facilities from time to time, provided that if the replacement facilities are greater in number or size than the existing facilities, or the replacement facilities change in their location on the Tower, T-MOBILE shall submit a detailed proposal for any such replacement facilities and obtain the COUNTY's prior written approval for such upgrade or replacement and provided further that the work shall be coordinated with the COUNTY and subject to the COUNTY's review and approval after prior written notification, which approval shall not be unreasonably withheld, delayed or conditioned by COUNTY, and any request by T-MOBILE for consent or approval which is not denied by COUNTY within thirty (30) days of receipt shall be deemed given.

SECTION 13. DEFAULT AND COUNTY'S REMEDIES.

(a) It shall be an event of default hereunder if: (1) T-MOBILE fails to make any payment of the Rent due under this Agreement or any other sums to the COUNTY when due and T-MOBILE does not cure such default within sixty (60) days after written notice thereof; (2) if T-MOBILE fails in the performance of any other covenant or condition of this Agreement and does not cure such other default within thirty (30) days after written notice from the COUNTY specifying the default complained of, unless, however, the nature of the default is such that it cannot, in the exercise of reasonable diligence, be remedied within thirty (30) days, in which case T-MOBILE shall have such time as is reasonably necessary to remedy the default provided that T-MOBILE promptly takes and diligently pursues such actions as are necessary therefore; (3) if T-MOBILE abandons or vacates the Leased Premises for more than ninety (90) consecutive days; (4) if T-MOBILE is adjudicated bankrupt or makes any assignment for the benefit of creditors; or (5) if T-MOBILE becomes insolvent; or (6) T-MOBILE's actions result in the placement of a contractor's, materialman's, laborer's, or other lien upon COUNTY's Property.

(b) In the event of a default by T-MOBILE, the COUNTY shall have the right, at its option, in addition to and not exclusive of any other remedy the COUNTY may have by operation of law, without any further demand or notice, to re-enter the Leased Premises and eject T-MOBILE therefrom and to terminate this Agreement, in which event T-MOBILE shall immediately pay the COUNTY a sum of money equal to the total of: (1) the amount of the unpaid Rent then due or past due and

to accrue through the date of termination; and (2) any other amount necessary to compensate the COUNTY for all costs, damages, expenses, fees, charges or detriment proximately caused by T-MOBILE's failure to perform its obligations under this Agreement.

(c) If suit shall be brought by the COUNTY for recovery of possession of the Leased Premises, for the recovery of any Rent or other amount due under the provisions of this Agreement or because of the breach of any other covenant, T-MOBILE shall pay to the COUNTY any and all expenses incurred therefore, including but not limited to, reasonable attorney fees.

SECTION 14. CURE BY THE COUNTY. In the event of any default of this Agreement by T-MOBILE, the COUNTY may at any time, after notice, cure the default for the account of and at the expense of T-MOBILE. If the COUNTY is compelled to pay or elects to pay any sum of money or do any act which will require the payment of any sum of money or is compelled to incur any expense including, but not limited to, reasonable attorney fees in curing a default, the sums so paid by the COUNTY with all interest, costs and damages shall be deemed to be additional fees which shall be due from T-MOBILE to the COUNTY on the first day of the month following receipt by T-MOBILE of a written itemized invoice reflecting such respective expenses.

SECTION 15. TERMINATION AND REMOVAL OF PROPERTY.

(a) Conditions upon which this Agreement may be terminated by T-MOBILE including the following: (1) upon thirty (30) days prior written notice to the COUNTY if T-MOBILE is unable to obtain or maintain any license, permit or other governmental approval necessary

for the construction and/or operation of the Facilities or T-MOBILE's business; (2) at any time during the Due Diligence Period or, if after the Term Commencement Date, upon thirty (30) days prior written notice to the COUNTY if the Leased Premises are not adequate for T-MOBILE's intended use and purpose; (3) upon thirty (30) days prior written notice to the COUNTY if T-MOBILE is unable to occupy and utilize the Leased Premises due to an action of the FCC, including without limitation, a take back of channels or change in frequencies; (4) upon thirty (30) days prior written notice to the COUNTY if the COUNTY fails to obtain or maintain any permit or license required to operate or to lease the Property; (5) upon forty-five (45) days written notice if the Property, including the Tower thereon, is destroyed or damaged beyond repair or is condemned or transferred in lieu of condemnation, in which case T-MOBILE would be entitled to appropriate adjustments to Rents and charges that were already paid or then due; or (6) upon one hundred twenty (120) days prior written notice to the COUNTY for any other reason.

(b) This Agreement may be terminated by the COUNTY: (1) upon one hundred twenty (120) days written notice if COUNTY decides, in its sole and absolute discretion and for any reason other than that related to interference with COUNTY public safety and emergency communications systems, to discontinue use of the Tower; however, the COUNTY shall make a good faith effort to allow T-MOBILE to relocate its Facilities to an alternative COUNTY site, if available and which the COUNTY has determined to be suitable for an antennae array of the type used by T-MOBILE; (2) upon thirty (30) days written notice if it

determines, in its sole and absolute discretion, that the Tower is structurally unsound or otherwise not suitable for T-MOBILE's continued use, including but not limited to, consideration of the age of the structure, damage or destruction of all or part of the Tower from any source or factors relating to condition of the Tower; provided, however, that T-MOBILE shall first be afforded an opportunity to improve the Tower at its sole cost and expense as an option for continued use and occupancy thereof; (3) immediately and without advance notice in the event a state of emergency is declared pursuant to Chapter 72, Seminole County Code, the COUNTY determines in its sole and absolute discretion that continued use of the Tower by T-MOBILE is a threat to the public health, safety or welfare; provided, however that in such event COUNTY shall make equitable adjustments to the payments already paid or then due by T-MOBILE in accordance with the provisions of this Agreement; (4) upon ten (10) days written notice if the COUNTY determines that continued use of the Tower or Property or any activities thereon by T-MOBILE violate any applicable statute, regulation or ordinance; (5) upon thirty (30) days written notice if T-MOBILE defaults in the payment of Rent, fees, taxes or any other sums to COUNTY in accordance with Section 13, or if T-MOBILE defaults in the performance of any other covenant hereunder when due and does not cure such default within thirty (30) days from the date of such notice; (6) immediately upon written notice if T-MOBILE abandons or vacates the Leased Premises for more than ninety (90) consecutive days; (7) upon conditional thirty (30) days notice for interference problems pursuant to Section 11(c) of this Agreement.

(c) Upon the expiration or termination of this Agreement for any reason, T-MOBILE shall, at its sole cost and expense, remove the Facilities within sixty (60) days¹ after the expiration or termination of this Agreement. Such removal shall be done in a workmanlike and careful manner and without interference or damage to any other equipment, structures or operations on the Property and Tower, including but not limited to, the use of said Property and Tower by the COUNTY or other lessees. If, however, T-MOBILE requests permission not to remove all or a portion of the Facilities, and the COUNTY gives written consent to such non-removal, title to the affected Facilities shall thereupon transfer to COUNTY and the same thereafter shall be the sole and entire property of the COUNTY and T-MOBILE shall be relieved of its duty to otherwise remove same. Upon such removal, T-MOBILE shall restore the affected area of the Property and Tower to its original condition, reasonable wear and tear expected. Any personal property, equipment or other improvements which are not removed within sixty (60) days following the expiration or termination of this Agreement and left on site without permission of the COUNTY shall become the property of the COUNTY, at its option. All cost and expenses for the removal and restoration to be performed by T-MOBILE pursuant to this Section shall be borne by T-MOBILE and T-MOBILE shall hold COUNTY harmless from any portion thereof. If such time for removal causes T-MOBILE to remain on COUNTY's premises after the termination or expiration of this Agreement, T-MOBILE shall pay Rent on a monthly pro-rata basis according to the rent schedule established

by this Agreement or any amendment or renewal thereof until such time as the removal of T-MOBILE's Facilities is completed.

(d) Notice of termination pursuant to this Section shall be given in accordance with Section 24 of this Agreement and shall be effective upon receipt of such notice. All Rent or other charges paid under this Agreement prior to said termination date shall be retained by the COUNTY unless specifically allowed to be prorated by other provisions of this Agreement.

SECTION 16. FITNESS FOR USE.

(a) The COUNTY makes no warranties or representations as to the fitness of the Leased Premises for the uses intended by T-MOBILE. T-MOBILE, at its sole expense, shall have the antennae to be mounted on the Tower evaluated by an independent engineering consultant to determine, under seal, that the loading capacity of the Tower will not be exceeded. Furthermore, the COUNTY does not warrant or guarantee that the use or zoning of surrounding properties will not be of such a nature that could interfere with T-MOBILE's use of the site during the term of this Agreement nor does COUNTY assume any financial or other liability whatsoever in the event of such circumstances.

(b) COUNTY shall be responsible for compliance with all Tower marking and lighting requirements of the Federal Aviation Administration ("FAA") and the FCC. Should T-MOBILE be cited because the Tower is not in compliance with such requirements, and should COUNTY fail to cure the conditions of noncompliance, T-MOBILE may either terminate this Agreement or proceed to cure the conditions of

non-compliance at COUNTY's expense, which amounts may be deducted from the Rent.

SECTION 17. INDEMNIFICATION.

(a) Disclaimer of Liability. T-MOBILE undertakes and assumes for its officers, agents, affiliates, contractors, subcontractors and employees all risk of dangerous conditions brought about by its Facilities and activities on the Property and the Leased Premises. The COUNTY shall not be liable for any injury or damage occurring in any way or resulting from any cause to any person or property from any cause whatsoever arising out of T-MOBILE's construction, installation, maintenance, repair, use, operation, condition or dismantling of the Facilities.

(b) Indemnification.

(1) The following indemnifications, which shall not apply to claims, actions, damages, obligations, liabilities or liens arising from the sole negligence or intentional misconduct of the COUNTY, its officers, employees and agents, shall survive the termination of this Agreement.

(2) T-MOBILE shall, at its sole cost and expense, indemnify and hold harmless the COUNTY and all associated, affiliated, allied and subsidiary entities of the COUNTY, now existing or hereinafter created, and their respective officers, boards, commissions, representatives, employees, agents, attorneys, contractors, and elected and appointed officials (hereinafter referred to as "Indemnitees") from and against:

(A) any and all liability, obligation, damages, penalties, claims, liens, costs, charges, losses and expenses (including without limitation, reasonable fees and expenses of attorneys, expert witnesses and consultants) which may be imposed upon, incurred by, or be asserted against the COUNTY or the Indemnitees by reason of any act or omission of T-MOBILE, its personnel, employees, agents, contractors or subcontractors, resulting in personal injury, bodily injury, sickness, disease or death to any person or damage to, loss of use or destruction of tangible or intangible property of any person, entity, firm or corporation; libel, slander, invasion of privacy or any other right of any person, entity, firm or corporation, including actions under Chapter 688, Florida Statutes, which may arise out of or be in any way connected with the performance of this Agreement, including but not limited to: (1) the construction, installation, maintenance, repair, use, operation or removal of its Facilities located on the Tower and Property; or (2) T-MOBILE's failure to comply with any Federal, State or local statute, ordinance or regulation; (3) any financing or securities offering by T-MOBILE or its affiliates for violations of the common law or any laws, statutes or regulations of the State of Florida or United States, including those of the Federal Securities and Exchange Commission, whether by T-MOBILE or otherwise.

(B) any and all liability, obligation, damages, penalties, claims, liens, costs, charges, losses, and expenses (including without limitation, reasonable fees and expenses of attorneys, expert witnesses and consultants), which may be imposed

upon, incurred by or be asserted by reason of any claim or lien arising out of work, labor, materials or supplies provided or supplied to T-MOBILE, its contractors or subcontractors for the construction, installation, maintenance, repair, use, operation or dismantling of the Facilities. T-MOBILE shall ensure that no lien is placed upon any COUNTY owned property, but, should any such claim or lien be established, upon the written demand of the COUNTY, T-MOBILE shall cause such claim or lien affecting COUNTY property to be discharged within thirty (30) days following such demand. Failure to comply with such demand shall be an event of default under this Agreement.

(C) Section 768.28, Florida Statutes, shall be deemed as controlling with respect to any actions in tort naming COUNTY as a defendant and nothing in this Agreement or in this Section shall be construed as constituting a waiver of the sovereign immunity conferred on COUNTY by said statute.

(c) Defense of the County. In the event that any action or proceeding is brought against the COUNTY by reason of any matter for which the COUNTY is indemnified hereunder, T-MOBILE shall, upon notice from the COUNTY, at T-MOBILE's sole cost and expense, resist and defend the same with legal counsel acceptable to the COUNTY; provided, however, that T-MOBILE shall not admit liability in any such matter on behalf of the COUNTY without the written consent of the COUNTY and provided further that the COUNTY shall not admit liability for, nor enter into any compromise or settlement of, any claim for which they are indemnified hereunder without the prior written consent of T-MOBILE. COUNTY reserves the right to retain its own counsel pursuant

to paragraph (d) below, if, in the opinion of the COUNTY, T-MOBILE's own counsel or that retained by its insurer cannot adequately represent the COUNTY's interest in the litigation.

(d) Notice, Cooperation and Expenses. COUNTY shall give T-MOBILE prompt notice of the making of any claim or the commencement of any action, suit or other proceeding covered by the provisions of this Section. Nothing herein shall be deemed to prevent the COUNTY from cooperating with T-MOBILE and participating in the defense of any litigation by the COUNTY's own counsel. T-MOBILE shall pay all expenses incurred by the COUNTY in response to any such actions, suits or proceedings. These expenses shall include, but not be limited to, all out-of-pocket expenses such as reasonable attorney fees, the reasonable value of any other costs or services rendered by the COUNTY's attorneys, the actual expenses of the COUNTY's agents, employees and expert witnesses, and disbursements and liabilities assumed by the COUNTY in connection with such suits, actions or proceedings.

SECTION 18. INSURANCE. During the term of the Agreement and any extensions thereof and specifically including, but not limited to, the Due Diligence Period, T-MOBILE shall maintain in full force and effect, at its sole cost and expense, the following types and limits of insurance, whether through self insurance or by independent carrier:

(a) Workers' Compensation Insurance meeting applicable statutory requirements and Employer's Liability Insurance with minimum

limits of ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) for each accident.

(b) Comprehensive Commercial General Liability Insurance with minimum limits of ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) as the combined single limit for each occurrence of bodily injury, personal injury, death and property damage.

The policy shall provide blanket contractual liability insurance for all written contracts and shall include coverage for products and completed operations liability, independent contractor's liability, coverage for property damage from perils of explosion, collapse, damage to underground utilities and all manner of wind, storm or other physical damage.

(c) Automobile Liability Insurance covering all owned, hired and non-owned vehicles in use by T-MOBILE, its employees and agents, with personal protection insurance and property protection insurance to comply with the provisions of State law with minimum limits of ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) as the combined single limit for each occurrence for bodily injury and property damage.

(d) At the start of and during the period of any construction, installation or dismantling, Builders All Risk Insurance together with an installation floater or equivalent property coverage covering cables, materials, machinery and supplies of any nature whatsoever which are to be used in or incidental to the construction, installation or dismantling of T-MOBILE's Facilities. Upon completion of the construction, installation or dismantling of the Facilities, T-MOBILE shall substitute for the foregoing insurance policies of fire,

extended coverage and vandalism and malicious mischief insurance on the Facilities. The amount of insurance at all times shall be representative of the insurable values of Facilities installed or constructed.

SECTION 19. INSURANCE ADMINISTRATION.

(a) Policy Types. All policies other than those for Workers' Compensation shall be written on an occurrence basis and not a claims made basis. Policies other than Workers' Compensation shall be issued only by companies authorized by certificates of authority issued to the companies by the Department of Insurance of the State of Florida to conduct business in the State of Florida and which maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to the A.M. Best Company. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 440.572, Florida Statutes.

(b) Coverage Amounts. The coverage amounts set forth above may be met by a combination of underlying and umbrella policies so long as in combination the limits equal or exceed those stated above.

(c) COUNTY as Additional Insured. All policies, except for Workers' Compensation, Builder's Risk, Fire and Extended Risk policies, shall name the COUNTY and all associated, affiliated, allied and subsidiary entities of the COUNTY, now existing or hereinafter created and their respective officers, boards, commissions, representatives, employees, agents, attorneys, contractors and elected and appointed officials, as their respective interests may appear, as additional insureds (herein referred to as the "Additional Insureds").

(d) Evidence of Insurance. Current Certificates of Insurance in force for each insurance policy required to be obtained by T-MOBILE shall be filed and maintained with the COUNTY annually during the term of this Agreement. Neither approval by the COUNTY nor failure to disapprove the insurance furnished by T-MOBILE shall relieve T-MOBILE of T-MOBILE's full responsibility for performance of any obligation, including T-MOBILE's indemnification of the COUNTY under this Agreement. T-MOBILE shall immediately advise the COUNTY of any claim or litigation that may result in liability to the COUNTY. T-MOBILE shall have the option of providing COUNTY with evidence of such coverage electronically by providing to COUNTY a Uniform Resource Locator ("URL") Link to access T-MOBILE's memorandum of insurance ("MOI") website in order for COUNTY to review the coverage required by this Section.

(e) Notice of Cancellation. The Insurance Certificates shall provide and specify that the insurance coverage required by this Agreement shall not be cancelled, reduced or materially modified without at least thirty (30) days prior written notice having been given to the COUNTY.

(f) Deductibles. T-MOBILE agrees to indemnify and save harmless the COUNTY from and against the payment of any deductible and from the payment of any premium on any insurance policy required to be furnished by this Agreement.

(g) Contractors. T-MOBILE shall require that each and every one of its contractors and their subcontractors who perform work on the Facilities carry, in full force and effect, Workers' Compensation,

Commercial General Liability and Automobile Liability insurance coverages of the type which T-MOBILE is required to obtain under the terms of this Agreement with appropriate limits of insurance.

(i) Failure to Maintain Insurance. If T-MOBILE fails to obtain or maintain insurance coverage sufficient to meet the terms and conditions of this Agreement, then the COUNTY may immediately terminate this Agreement.

SECTION 20. HAZARDOUS SUBSTANCE/ENVIRONMENTAL DEGRADATION/INDEMNIFICATION. T-MOBILE represents and warrants that its use of the Leased Premises will not generate any hazardous substance or material or any substance that would degrade the environment and it will not store or dispose of same on or near the Property. T-MOBILE further agrees to hold the COUNTY harmless from and indemnify it against any release of any such hazardous substance or material or any substance that would degrade the environment by T-MOBILE, its agents, employees, contractors or subcontractors and any damage, loss, expense or liability resulting from such release, including but not limited to, all reasonable attorney's fees, costs and penalties incurred as a result thereof. "Hazardous substance or material or any substance that would degrade the environment" shall be interpreted broadly to mean pollutants, contaminants, oil or petroleum products, flammables or any substance or material defined or designated as hazardous or toxic waste, explosives, hazardous or toxic material, radioactive substance or other similar term by any Federal, State or local environmental law, regulation or rule presently in effect or promulgated in the future as such laws, regulations or rules may be amended from time to

time, or any substance, material or agent which is reasonably likely to cause harm to natural resources or the environment. The terms shall be interpreted to include, but not be limited to, any substance which after release into the environment will or may reasonably be anticipated to cause damage, harm, sickness, injury, death or disease.

SECTION 21. HOLDING OVER. Any holding over by T-MOBILE after the expiration of the term hereof, with the consent of the COUNTY, shall be construed to be a tenancy from month to month at two times (2x) the then current monthly Rent (prorated on a monthly basis) and shall otherwise be subject to the conditions herein specified, so far as applicable.

SECTION 22. ACCEPTANCE OF PROPERTY. By execution of this Agreement, T-MOBILE accepts the Leased Premises in the condition existing as of the Term Commencement Date. The COUNTY makes no representation or warranty with respect to the condition of the Tower and the COUNTY shall not be liable for any latent or patent defect in the Tower or the unsuitability for use by T-MOBILE.

SECTION 23. ZONING AND PERMITTING. Following the execution of this Agreement, T-MOBILE shall contact the appropriate local governmental agencies for the purpose of T-MOBILE's obtaining all permits and approvals, zoning changes and/or approvals, variances, use permits and other governmental permits and approvals ("Local Permits") necessary for the construction, operation and maintenance of the Facilities and supporting equipment on the Leased Premises.

SECTION 24. NOTICES. All notices, requests, demands and other communications hereunder must be in writing and shall be deemed given

if sent by certified mail, return receipt requested, or by courier or by overnight delivery, addressed as follows (or to any other address that the party to be notified may have designated to the sender by like notice):

For COUNTY: Telecommunications Manager
Seminole County Department of
Information Technologies
150 Bush Boulevard, Suite 3-105
Sanford, FL 32773

For T-MOBILE: Attn: Lease Administrator
T-Mobile South LLC
3407 W. Dr. Martin Luther King, Jr. Blvd.
Tampa, FL 33607

And an additional copy to:
Attn: PCS Lease Administrator
T-Mobile South LLC
12920 S.E. 38th St.
Bellevue, WA 98006

SECTION 25. ASSIGNMENT AND SUBLETTING.

(a) T-MOBILE shall not assign or otherwise transfer all or any part of its interest in this Agreement or in the Leased Premises without the prior written consent of COUNTY. The foregoing notwithstanding, T-MOBILE may assign its interest to its parent company, any subsidiary or affiliate of it or its parent company or to any successor-in-interest or entity acquiring fifty-one percent (51%) or more of its ownership interest or assets without written approval by COUNTY, provided T-MOBILE shall remain, along with the assignee or transferee, jointly and severally liable and legally responsible as to full performance of all terms and conditions of this Agreement unless COUNTY expressly releases T-MOBILE from such liability in writing.

(b) In the event T-MOBILE shall assign, transfer or otherwise convey its interests under this Agreement to any person or successor-

in-interest, whether or not the transaction involves a parent, subsidiary or affiliate of T-MOBILE, and T-MOBILE shall cease to exist as a separate business entity or is otherwise unwilling or legally incapable of remaining responsible for full performance under this Agreement for any reason, such transfer shall require the prior, written approval of the COUNTY, which will not be unreasonably withheld, conditioned or delayed. If such approval is withheld by COUNTY, T-MOBILE shall have the option of terminating this Agreement in accordance with Section 15 of this Agreement. Upon COUNTY's written approval of an assignment, pursuant to this subsection 25(b), T-MOBILE shall be relieved of all future performance, liabilities and obligations under this Agreement, provided that the assignee assumes all of T-MOBILE's obligations herein.

(c) Determination of reasonableness for any assignment, transfer or conveyance of T-MOBILE's interests under this Agreement, pursuant to paragraph (b) of this Section, shall involve consideration of factors including, but not limited to, the transferee's experience in wireless telecommunications, its record of financial responsibility, its record of adherence to similar agreements with COUNTY, relevant statutes and ordinances, the impact of the proposed transfer upon the operations of other wireless telecommunications of collocated entities on the Tower, as well as the impact upon the COUNTY and the public interest generally. Accordingly, T-MOBILE and the proposed transferee shall timely provide to COUNTY complete information on the proposed transaction, including details on the legal, financial, engineering, technical and other qualifications of

the transferee relevant to the above described matters so as to facilitate COUNTY's review of the transfer request.

(d) COUNTY may assign this Agreement, which assignment may be evidenced by written notice to T-MOBILE within a reasonable period of time thereafter, provided that the assignee assumes all of COUNTY's obligations herein. Nothing in this Agreement shall preclude the COUNTY from leasing or licensing other Property or Tower space for communications equipment to any person or entity which may be in competition with T-MOBILE or any other party.

(e) T-MOBILE shall not sublet its assigned space on the Tower or any portion of the Leased Premises to any third party without the prior, written approval of the COUNTY.

SECTION 26. ETHICAL CONDUCT AND CONFLICT OF INTEREST.

(a) T-MOBILE agrees that it will not engage in any action that would create a conflict of interest involving public employees in the performance of its obligations pursuant to this Agreement with the COUNTY or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

(b) T-MOBILE hereby certifies that no officer, agent or employee of the COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%), either directly or indirectly, in the business of T-MOBILE to be conducted hereby and that no such person shall have any such interest at any time during the term of this Agreement.

(c) The parties shall at all times be subject to Section 220.115, Seminole County Code, prohibiting the illegal use of public monies for unethical purposes involving COUNTY personnel. Violations of said Code provision shall be grounds for unilateral termination of this Agreement by the COUNTY.

SECTION 27. PUBLIC RECORDS LAW. T-MOBILE acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. T-MOBILE acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement. T-MOBILE agrees to cooperate in providing any records requested in the event of such a request.

SECTION 28. RIGHTS AT LAW RETAINED. The rights and remedies of the COUNTY provided for under this Agreement are in addition to any other rights and remedies provided by law.

SECTION 29. ALTERNATIVE DISPUTE RESOLUTION. The parties shall use their best efforts to resolve any disputes arising under this Agreement in an amicable fashion and without resort to litigation. Should any portion of this Agreement appear ambiguous or in possible conflict with any other provision, the parties shall cooperate and use their best efforts to interpret and apply the document as a harmonious whole. In no event shall either party commence litigation until all efforts at good faith and alternative dispute resolution, including particularly, mediation have been exhausted. If mediation is utilized,

the parties shall attempt to agree on a neutral third party who shall be a Florida Supreme Court Certified Mediator, the cost of which will be shared equally by both parties.

SECTION 30. EQUAL OPPORTUNITY EMPLOYMENT. T-MOBILE agrees that it will not discriminate against any employee or applicant for employment for work involving matters under this Agreement because of race, color, religion, sex, age or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

SECTION 31. MISCELLANEOUS.

(a) The COUNTY and T-MOBILE represent to each other that each, respectively, has full right, power and authority to execute this Agreement.

(b) This Agreement constitutes the entire agreement and understanding of the parties and supersedes all correspondence, offers, negotiations and other agreements of any kind and no subsequent oral promises or representations shall be binding. There are no representations or understandings of any kind not set forth herein. Any modification of or amendment to this Agreement must be in writing and executed by both parties.

(c) This Agreement shall be construed in accordance with the laws of the State of Florida. The parties hereby consent to venue in the Circuit Court in and for Seminole County, Florida as to State

actions and the United States District Court for the Middle District of Florida, Orlando Division as to Federal actions.

(d) If any term of this Agreement is found to be void or invalid by a court of competent jurisdiction, such invalidity shall not effect the remaining terms of this Agreement which shall continue in full force and effect.

(e) All sections and descriptive headings in this Agreement are inserted for convenience of reference only and shall not affect the construction or interpretation hereof.

(f) The provisions of this Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties but this provision shall in no way alter the restrictions hereon in connection with assignment by T-MOBILE.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day hereinabove first written.

Wanda Yurcus
Witness
CHRISTINE YURCUS
Print Name

Sarah Randall
Witness
SARAH RANDALL
Print Name

T-MOBILE SOUTH LLC

By: Mike Ackroff
Its: Director - Engineering
Date: 6/19/06

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

CARLTON HENLEY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

As authorized for execution by
the Board of County Commissioners
at their _____, 20____
regular meeting.

Approved as to form and
legal sufficiency

County Attorney
AWS/lpk
4/10/06 6/6/06
T-Mobile tower agt

Attachments:

- Exhibit "A" - Legal Description of the Property and the Leased Premises
- Exhibit "B" - Description and Rendering of COUNTY Owned Communications Tower, Including Antennae Arrays, Located Thereon and Frequencies Used By FCC Licensees Located Thereon
- Exhibit "C" - Property Site Plan and Elevation Drawings
- Exhibit "D" - Description and Inventory of T-MOBILE Facilities Located On or About the Leased Premises and Tower

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY AND THE LEASED PREMISES

To Be Added

EXHIBIT "B"

DESCRIPTION AND RENDERING OF COUNTY OWNED COMMUNICATIONS TOWER,
INCLUDING ANTENNAE ARRAYS, LOCATED THEREON AND FREQUENCIES USED
BY FCC LICENSEES LOCATED THEREON

To Be Added

EXHIBIT "C"

PROPERTY SITE PLAN AND ELEVATION DRAWINGS

To BE ADDED

EXHIBIT "D"

DESCRIPTION AND INVENTORY OF T-MOBILE FACILITIES
LOCATED ON OR ABOUT THE LEASED PREMISES AND TOWER

To BE ADDED

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY AND THE LEASED PREMISES

PARENT PARCEL
(AS PER SEMINOLE COUNTY PROPERTY APPRAISERS TAX ROLL)

LEG SEC 26 TWP 21S RGE 30E W 1/4 OF THE NE 1/4 OF NE 1/4 (LESS W 25 FT
FOR RD)

T-MOBILE LEASE PARCEL
(PREPARED BY THIS OFFICE)

THAT PART OF THE WEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST
1/4 OF SECTION 26, TOWNSHIP 21 SOUTH, RANGE 30 EAST, SEMINOLE
COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE
NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 21 SOUTH, RANGE 30 EAST,
SEMINOLE COUNTY, FLORIDA; THENCE SOUTH 89°47'14" EAST ALONG THE
SOUTH LINE OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION
26 FOR 1412.21 FEET; THENCE NORTH 00°12'46" EAST FOR 890.04 FEET TO
THE POINT OF BEGINNING; THENCE NORTH 00°36'44" EAST FOR 20.00 FEET;
THENCE SOUTH 89°23'16" EAST FOR 30.00 FEET; THENCE SOUTH 00°36'44"
WEST FOR 20.00 FEET; THENCE NORTH 89°23'16" WEST FOR 30.00 FEET TO
THE POINT OF BEGINNING.

CONTAINING 600 SQUARE FEET, MORE OR LESS.

10 FOOT WIDE INGRESS, EGRESS EASEMENT
(PREPARED BY THIS OFFICE)

THAT PART OF THE WEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST
1/4 OF SECTION 26, TOWNSHIP 21 SOUTH, RANGE 30 EAST, SEMINOLE
COUNTY, FLORIDA LYING WITHIN 5.00 FEET OF BOTH SIDES OF A
CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE
NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 21 SOUTH, RANGE 30 EAST,
SEMINOLE COUNTY, FLORIDA; THENCE SOUTH 89°47'14" EAST ALONG THE
SOUTH LINE OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION
26 FOR 1412.21 FEET; THENCE NORTH 00°12'46" EAST FOR 890.04 FEET TO
THE SOUTHWEST CORNER OF A 20 FOOT x 30 FOOT LEASE PARCEL;
THENCE NORTH 00°36'44" EAST ALONG THE WEST LINE OF SAID LEASE
PARCEL FOR 10.00 FEET TO THE POINT OF BEGINNING OF THE HEREIN
DESCRIBED CENTERLINE; THENCE NORTH 89°23'16" WEST FOR 90.66 FEET
TO AN INTERSECTION WITH THE EASTERLY LINE OF A 25 FOOT WIDE
EASEMENT FOR PUBLIC ROADWAY AS PER DESCRIPTION THEREOF
RECORDED IN OFFICIAL RECORD BOOK 88, PAGE 25 OF THE PUBLIC

RECORDS OF SAID SEMINOLE COUNTY, AND THE POINT OF TERMINUS OF THE HEREIN DESCRIBED CENTERLINE.

CONTAINING 906 SQUARE FEET, MORE OR LESS.

5 FOOT WIDE UTILITY EASEMENT "A"
(PREPARED BY THIS OFFICE)

THAT PART OF THE WEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 21 SOUTH, RANGE 30 EAST, SEMINOLE COUNTY, FLORIDA LYING WITHIN 2.50 FEET OF BOTH SIDES OF A CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 21 SOUTH, RANGE 30 EAST, SEMINOLE COUNTY, FLORIDA; THENCE SOUTH 89°47'14" EAST ALONG THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 26 FOR 1412.21 FEET; THENCE NORTH 00°12'46" EAST FOR 890.04 FEET TO THE SOUTHWEST CORNER OF A 20 FOOT x 30 FOOT LEASE PARCEL; THENCE NORTH 00°36'44" EAST ALONG THE WEST LINE OF SAID LEASE PARCEL FOR 20.00 FEET TO THE NORTHWEST CORNER OF SAID LEASE PARCEL; THENCE SOUTH 89°23'16" EAST ALONG THE NORTH LINE OF SAID LEASE PARCEL FOR 15.00 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED CENTERLINE; THENCE NORTH 00°36'44" EAST FOR 2.50 FEET; THENCE SOUTH 89°23'16" EAST FOR 16.99 FEET; THENCE SOUTH 89°46'34" EAST FOR 54.12 FEET; THENCE SOUTH 00°00'00" WEST FOR 77.95 FEET; THENCE SOUTH 64°48'22" EAST FOR 15.57 FEET; THENCE SOUTH 16°02'25" WEST FOR 6.52 FEET; THENCE SOUTH 28°12'15" EAST FOR 83.10 FEET TO THE POINT OF TERMINUS OF THE HEREIN DESCRIBED CENTERLINE.

CONTAINING 1,284 SQUARE FEET, MORE OR LESS.

5 FOOT WIDE UTILITY EASEMENT "B"
(PREPARED BY THIS OFFICE)

THAT PART OF THE WEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 21 SOUTH, RANGE 30 EAST, SEMINOLE COUNTY, FLORIDA LYING WITHIN 2.50 FEET OF BOTH SIDES OF A CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 21 SOUTH, RANGE 30 EAST, SEMINOLE COUNTY, FLORIDA; THENCE SOUTH 89°47'14" EAST ALONG THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 26 FOR 1412.21 FEET; THENCE NORTH 00°12'46" EAST FOR 890.04 FEET TO

THE SOUTHWEST CORNER OF A 20 FOOT x 30 FOOT LEASE PARCEL;
THENCE SOUTH 89°23'16" EAST ALONG THE SOUTH LINE OF SAID LEASE
PARCEL FOR 29.50 FEET TO THE POINT OF BEGINNING OF THE HEREIN
DESCRIBED CENTERLINE; THENCE SOUTH 00°36'44" EAST FOR 55.00 FEET
TO THE POINT OF TERMINUS OF THE HEREIN DESCRIBED CENTERLINE.

CONTAINING 275 SQUARE FEET, MORE OR LESS.

EXHIBIT "B"

DESCRIPTION AND RENDERING OF COUNTY OWNED COMMUNICATIONS TOWER,
INCLUDING ANTENNAE ARRAYS, LOCATED THEREON AND FREQUENCIES USED
BY FCC LICENSEES LOCATED THEREON

T-Mobile

3407 W. DR. MARTIN LUTHER KING BLVD
TAMPA, FL 33607

A2E725-A SEMINOLE COUNTY

CANDIDATE ADDRESS:
3570 DIKE ROAD
CASSELBERRY, FLORIDA 32707
E911 ADDRESS
3570 DIKE ROAD
CASSELBERRY, FLORIDA 32707

PROPOSED COMMUNICATION FACILITY
CO-LOCATE ON 250' SELF-SUPPORTED TOWER

JURISDICTION: SEMINOLE COUNTY

GENERAL NOTES	STRUCTURAL NOTES	UTILITIES	VICINITY MAP	LOCATION MAP																		
<p>1. ALL REFERENCES TO OTHER NOTES SHALL BE CONSIDERED TO NEW T-MOBILE TOWER AND INC. OR ITS DESIGNATED REPRESENTATIVE.</p> <p>2. ALL WORK REFERRED TO THESE DRAWINGS MUST BE COMPLETED BY THE CONTRACTOR UNLESS NOTED OTHERWISE. THE CONTRACTOR SHALL HAVE CONSIDERABLE EXPERIENCE IN PERFORMANCE OF WORK SIMILAR TO THAT DESCRIBED HEREIN. BY ACCEPTANCE OF THIS AGREEMENT, THE CONTRACTOR IS ATTESTING THAT HE DOES HAVE SUFFICIENT EXPERIENCE AND ABILITY THAT HE IS QUALIFIED TO BE THE WORK TO BE PERFORMED AND THAT HE IS PROPERLY LICENSED AND PROPERLY REGISTERED TO DO THIS WORK IN THE STATE AND/OR COUNTY IN WHICH IT IS TO BE PERFORMED.</p> <p>3. UNLESS SHOWN OR NOTED OTHERWISE ON THE CONTRACT DOCUMENTS OR IN THE SPECIFICATIONS, THE FOLLOWING NOTES SHALL APPLY TO THE MATERIALS LISTED HEREIN AND TO THE PROCEDURES TO BE USED ON THIS PROJECT.</p> <p>4. ALL APPROVED MANUFACTURER'S INSTRUCTIONS SHALL BE FOLLOWED EXACTLY AND SHALL SUPERSEDE ANY CONFLICTING NOTES ENCLOSED HEREIN.</p> <p>5. IT IS THE CONTRACTOR'S SOLE RESPONSIBILITY TO OBTAIN ALL NECESSARY PERMITS FROM ALL APPLICABLE GOVERNMENTAL AGENCIES AND TO BE RESPONSIBLE FOR THE LOCATION OF NEW UNDERGROUND UTILITIES AND TO BE RESPONSIBLE FOR THE LOCATION OF NEW UNDERGROUND UTILITIES AND TO BE RESPONSIBLE FOR THE LOCATION OF NEW UNDERGROUND UTILITIES AND TO BE RESPONSIBLE FOR THE LOCATION OF NEW UNDERGROUND UTILITIES.</p> <p>6. ALL MATERIALS AND EQUIPMENT FURNISHED SHALL BE NEW AND OF GOOD QUALITY, FREE FROM FLAWS AND DEFECTS AND IN CONFORMANCE WITH THE CONTRACT DOCUMENTS. ANY AND ALL MATERIALS MUST BE PROPERLY APPROVED AND AUTHORIZED IN WRITING BY THE OWNER AND ENGINEER PRIOR TO INSTALLATION. THE CONTRACTOR SHALL FURNISH SATISFACTORY EVIDENCE AS TO THE QUANTITY AND QUALITY OF THE MATERIALS AND EQUIPMENT BEING SUBSTITUTED.</p> <p>7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR INITIAL INSPECTIONS AND SUPERVISION OF ALL SAFETY PRECAUTIONS AND PROCEDURES IN CONNECTION WITH THE WORK. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL LOCAL, STATE, AND FEDERAL SAFETY CODES AND REGULATIONS GOVERNING THIS WORK.</p> <p>8. ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE LATEST EDITION OF THE LOCAL BUILDING CODES.</p> <p>9. ALL PROPOSED CELLULAR EQUIPMENT AND FIXTURES SHALL BE FURNISHED BY THE CONTRACTOR UNLESS SPECIFICALLY NOTED OTHERWISE HEREIN.</p> <p>10. ACCESS TO THE PROPOSED WORK SITE MAY BE RESTRICTED. THE CONTRACTOR SHALL COORDINATE WITH THE LOCAL BUILDING DEPARTMENT FOR ANY RESTRICTIONS.</p> <p>11. CONSTRUCTION SITE SHALL BE CLEANED OF DEBRIS AT THE END OF EACH WORK DAY.</p>	<p>1. DESIGN REQUIREMENTS FOR FLORIDA BUILDING CODE (2004 EDITION) AND THE ENHANCED STRUCTURAL STANDARDS FOR STEEL ANTENNA TOWERS AND SUPPORTING STRUCTURES DESIGN WHO SPECIFIED IN ITS 2004 SECOND DRAFT) PER THE 2004 FLORIDA BUILDING CODE. ALL STRUCTURAL STEEL SHALL CONFORM TO THE LATEST EDITION OF THE AISC SPECIFICATIONS FOR STRUCTURAL STEEL BUILDING - ALLOWABLE STRESS DESIGN AND PLASMA DESIGN INCLUDING THE COMMODITY AND THE AISC CODE OF STANDARD PRACTICE.</p> <p>2. STRUCTURAL STEEL SHALL CONFORM TO THE LATEST EDITION OF THE AISC SPECIFICATIONS FOR STRUCTURAL STEEL BUILDING - ALLOWABLE STRESS DESIGN AND PLASMA DESIGN INCLUDING THE COMMODITY AND THE AISC CODE OF STANDARD PRACTICE.</p> <p>3. STRUCTURAL STEEL PLATES AND SHAPES SHALL CONFORM TO ASTM A572 GRADE 50. ALL STRUCTURAL STEEL SHALL CONFORM TO ASTM A572 GRADE 50. ALL STRUCTURAL STEEL COMPONENTS AND FABRICATED ASSEMBLIES SHALL BE NOT OF GALVANIZED AFTER FABRICATION.</p> <p>4. WELDING SHALL BE IN ACCORDANCE WITH THE AMERICAN WELDING SOCIETY (AWS) D11.9. STRUCTURAL WELDING CODE-STEEL WELD ELECTRODES SHALL BE E70XX.</p> <p>5. ALL COARSE CORNER CONNECTIONS AND TRANSMISSION POINTS SHALL BE AS SHOWN BY THE OWNER AND IS NOT INCLUDED IN THESE CONSTRUCTION DOCUMENTS. THE CONTRACTOR SHALL FURNISH ALL CONNECTION HARDWARE REQUIRED TO SECURE THE CORNER CONNECTION HARDWARE SHALL BE STAINLESS STEEL.</p> <p>6. NORTH ARROW SHOWN ON PLANS REFERS TO TRUE NORTH. CONTRACTOR SHALL VERIFY NORTH AND RECORD OWNER OF ANY DISCREPANCY BEFORE STARTING CONSTRUCTION.</p> <p>7. ALL CAST IN PLACE CONCRETE SHALL BE MIXED AND PLACED IN ACCORDANCE WITH THE REQUIREMENTS OF ASTM AND SHALL HAVE A 28 DAY MINIMUM COMPRESSIVE STRENGTH OF 3000 PSI. ALL CONCRETE SHALL BE PLACED AGAINST UNBURNISHED FORM UNLESS OTHERWISE NOTED. MINIMUM CONCRETE COVER SHALL BE 3 INCHES UNLESS OTHERWISE NOTED.</p> <p>8. ALL REINFORCING STEEL SHALL CONFORM TO ASTM A630 GRADE 60. DEFORMED BARS SHALL BE HELD WITH FABRIC REINFORCING SHALL CONFORM TO ASTM A630.</p> <p>9. THE FABRICATION AND ERECTION OF STRUCTURAL STEEL SHALL CONFORM TO THE LATEST AISC SPECIFICATIONS.</p> <p>10. ALL CONNECTIONS NOT FULLY DETAILED ON THESE PLANS SHALL BE DETAIL BY THE STEEL FABRICATOR IN ACCORDANCE WITH AISC SPECIFICATIONS.</p> <p>11. HOT DIP GALVANIZED ITEMS SPECIFIED TO BE ZINC COATED, AFTER FABRICATION BEING PRACTICAL. GALVANIZING PERFORMED WITHIN A 24 HOUR PERIOD OF THE DATE OF FABRICATION. GALVANIZING SHALL BE PERFORMED AND REMOVE SLUG FROM WORK SURFACES TO WHICH STEEL TO BE APPLIED. GALVANIZING SHALL BE PERFORMED TO WHICH STEEL TO BE APPLIED. GALVANIZING SHALL BE PERFORMED TO WHICH STEEL TO BE APPLIED.</p> <p>12. CONTRACTOR SHALL FOLLOW THE MANUFACTURER'S INSTRUCTIONS SPECIFICATIONS IF NO INFORMATION IS CONTAINED IN THESE PLANS OR IF THE MANUFACTURER'S SPECIFICATIONS ARE STRICT.</p>	<p>CONTRACTOR SHALL CONTACT A SUBSURFACE UTILITY LOCATOR FOR LOCATION OF EXISTING UTILITIES PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION ACTIVITIES. LOCATION OF EXISTING SEWER, WATER LINES, GAS LINES, CABLES OR OTHER UTILITIES SHALL BE DETERMINED BY THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING LOCATION AND ELEVATION OF ALL UNDERGROUND UTILITIES PRIOR TO STARTING WORK. CONTRACT ENGINEER IMMEDIATELY IF LOCATION OF UTILITIES IS DIFFERENT FROM THAT SHOWN ON THE PLANS OR IF THESE UTILITIES ARE IN CONFLICT. FOR ASSISTANCE IN LOCATING EXISTING UTILITIES CALL "800 CUTS", 1-800-432-4770.</p> <p>CONTRACTOR SHALL COORDINATE ALL UTILITY CONNECTIONS WITH APPROPRIATE UTILITY OWNERS AND CONSTRUCTION MANAGER.</p> <p>DAMAGE TO THE CONTRACTOR TO UTILITIES OR PROPERTY OF OTHERS, INCLUDING EXISTING PAVEMENT AND OTHER SURFACES, INCLUDING BY THE CONTRACTOR DURING CONSTRUCTION SHALL BE REPAIRED TO PRE CONSTRUCTION CONDITIONS BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE CLIENT. FOR GRAVED AREAS SEE AND MATCH SHALL BE ACCEPTABLE.</p> <p>THE CONTRACTOR SHALL COORDINATE WITH THE OWNER THE REQUIREMENTS FOR AND LIMITS OF OVERHEAD AND/OR UNDERGROUND ELECTRICAL SERVICE.</p> <p>THE CONTRACTOR SHALL COORDINATE THE LOCATION OF NEW UNDERGROUND UTILITIES WITH THE UTILITIES AND THE OWNER'S REQUIREMENTS.</p> <p>ALL UNDERGROUND UTILITIES SHALL BE UTILIZED AND TESTED SATISFACTORY PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION WORK WHERE SUCH UTILITIES ARE WITHIN THE LIMITS OF PAYMENT.</p>																				
		<p>PERMITS</p> <p>CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS FOR THIS PROJECT FROM ALL APPLICABLE GOVERNMENTAL AGENCIES.</p> <p>ANY PERMITS WHICH MUST BE OBTAINED SHALL BE THE CONTRACTOR'S RESPONSIBILITY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR APPLYING FOR ALL CONDITIONS AND REQUIREMENTS OF THE PERMITS.</p> <p>ALL WORK SHALL BE IN ACCORDANCE WITH LOCAL CODES AND THE ACI 318-05, "BUILDING REQUIREMENTS FOR STRUCTURAL CONCRETE".</p> <p>THE CONTRACTOR SHALL NOTIFY THE APPLICABLE JURISDICTIONAL (STATE, COUNTY OR CITY) ENGINEER 24 HOURS PRIOR TO THE BEGINNING OF CONSTRUCTION.</p> <p>THE CONTRACTOR SHALL REMOVE SOFT, SLOPPY, CRACKED, OR WEAK MATERIAL FROM THE SURFACE OF ITS PRESENT STATE. IF THE MATERIAL, AFTER REMOVAL, REMAINS UNDESIRABLE THEN THE CONTRACTOR SHALL UNDERLIE THE MATERIAL AND REPLACE WITH APPROVED MATERIAL. ALL SURFACES SHALL BE PROOF ROLLED WITH A FULLY LOADED TAMPER AND COMPACTED PRIOR TO FINISH. ANY SOFT MATERIAL SHALL BE REMOVED OR REPLACED.</p> <p>THE CONTRACTOR IS REQUIRED TO MAINTAIN ALL DITCHES, PILES, AND OTHER DRAINAGE STRUCTURES FREE FROM OBSTRUCTION UNTIL WORK IS ACCEPTED BY THE OWNER. THE CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGES CAUSED BY FAILURE TO MAINTAIN DRAINAGE STRUCTURES IN OPEN POSITION.</p> <p>ALL MATERIALS AND WORKMANSHIP SHALL BE WARRANTED FOR ONE (1) YEAR FROM DATE OF ACCEPTANCE.</p> <p>ALL DIMENSIONS SHALL BE VERIFIED WITH THE PLANS LATEST REVISION PRIOR TO COMMENCING CONSTRUCTION. NOTIFY THE OWNER IMMEDIATELY IF DISCREPANCIES ARE DISCOVERED. THE CONTRACTOR SHALL HAVE A SET OF APPROVED PLANS AVAILABLE AT THE SITE AT ALL TIMES WHEN WORK IS BEING PERFORMED. A DESIGNATED RESPONSIBLE OFFICER SHALL BE AVAILABLE FOR CONTACT AT ALL TIMES DURING ACTIVE CONSTRUCTION.</p>	<p>T-MOBILE SCOPE OF WORK</p> <p>1. CONTRACTOR WILL PROVIDE AND INSTALL THE T-MOBILE TRANSFER BOX AND THE T-MOBILE POWER TOWER IN THE BOX OF THE SUB-PLATFORM AND THE POWER TOWER.</p> <p>2. CONTRACTOR WILL USE THE POWER SIDE OF THE POWER TOWER AS PART OF THE ELECTRICAL INSTALLATION AND PROVIDE A FULL BOND INTO THE POWER TOWER FOR THE T-MOBILE.</p> <p>3. CONTRACTOR INSTALLERS MUST HAVE A CURRENT OSHA CERTIFICATION AND HAVE PROOF OF SUCH ON THE JOB SITE.</p> <p>4. CONTRACTOR WILL OBTAIN ALL CONNECTIONS WITH T-MOBILE IMMEDIATELY UPON INSTALLATION.</p> <p>5. CONTRACTOR WILL SET ANTENNA HEIGHTS USING AN ALTIMETER DEVICE ACCURATE TO 0.1".</p> <p>6. CONTRACTOR WILL PROVIDE 48 HOURS NOTICE TO SCHEDULE THE POWER AND O&M.</p> <p>7. CONTRACTOR WILL PROVIDE A COMPETENT CREW ON SITE DURING THE WORK AND O&M.</p> <p>8. STEEP AND OR OTHER HILLS WILL TEST AND INSPECT. THE CONTRACTOR WILL DO ANY AND ALL REPAIR/REPLACEMENT.</p> <p>9. VERIFY AND O&M WILL PROVIDE WRITTEN DOCUMENTATION TO THE CONTRACTOR OF ANY DISCREPANCIES AT THE TIME OF TESTING.</p> <p>10. CONTRACTOR WILL MAINTAIN ALL CONNECTIONS WITH T-MOBILE UNTIL A FINAL LATEST OF T-MOBILE COMPLETION AND ACCEPTANCE OF THE T-MOBILE.</p> <p>11. THE GENERAL CONTRACTOR AND HIS SUBCONTRACTORS SHALL BE RESPONSIBLE FOR OBTAINING ALL PERMITS AND INSPECTIONS WHICH MAY BE REQUIRED FOR THE WORK.</p>	<p>PROJECT TEAM</p> <p>ENGINEER: COLIN H. SURVEYING INC. 15430 NW 24TH TERRACE SUITE 100 TAMPA, FLORIDA 33610 FL LICENSE NO. 93808</p> <p>CONTRACTOR: JAMES T. FINNELL, INC. 11111 W. BAYVIEW BLVD TAMPA, FLORIDA 33610 FL LICENSE NO. 52159</p> <p>SURVEYOR: COLIN H. SURVEYING INC. 15430 NW 24TH TERRACE SUITE 100 TAMPA, FLORIDA 33610 FL LICENSE NO. 5022</p> <p>DATE: 8-16-08</p> <p>SIGNATURE: [Signature]</p>																		
	<p>SHEET INDEX</p> <table border="1"> <thead> <tr> <th>DRAWING SHEET NO.</th> <th>TITLE</th> </tr> </thead> <tbody> <tr> <td>T-1</td> <td>TITLE SHEET</td> </tr> <tr> <td>C-1</td> <td>CONCRETE</td> </tr> <tr> <td>C-2</td> <td>COMPOUND DETAIL</td> </tr> <tr> <td>C-3</td> <td>DETAILS</td> </tr> <tr> <td>S-1</td> <td>MISCELLANEOUS DETAILS</td> </tr> <tr> <td>E-1</td> <td>ELECTRICAL NOTES</td> </tr> <tr> <td>E-2</td> <td>POWER AND FIELD PLAN</td> </tr> <tr> <td>E-3</td> <td>GROUNDING PLAN</td> </tr> </tbody> </table>	DRAWING SHEET NO.	TITLE	T-1	TITLE SHEET	C-1	CONCRETE	C-2	COMPOUND DETAIL	C-3	DETAILS	S-1	MISCELLANEOUS DETAILS	E-1	ELECTRICAL NOTES	E-2	POWER AND FIELD PLAN	E-3	GROUNDING PLAN	<p>SYMBOLS</p> <p>THIS SHEET IS LOCATED ON [Symbol]</p> <p>REVISION NUMBER [Symbol]</p>		
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DATE	REVISION	BY
1	PLANS ISSUED FOR CONSTRUCTION	BT
2	PLANS ISSUED FOR CONSTRUCTION	BT
3	PLANS ISSUED FOR CONSTRUCTION	BT
4	PLANS ISSUED FOR CONSTRUCTION	BT

DRAWN BY: D. REVELL
CHECKED BY: D. REVELL
APPROVED BY: D. REVELL

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TAMPA, FL 33607

A2E725-A
SEMINOLE COUNTY

DESIGNED BY: JAMES T. FINNELL, PE
FL LICENSE NO. 52159

THIS SHEET IS THE PROPERTY OF THE ENGINEER AND SHALL NOT BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS WITHOUT THE WRITTEN PERMISSION OF THE ENGINEER.

SCALE: AS SHOWN
DATE: 08-16-08
JOB NAME: TAMPA TOWER

SHEET TITLE: TITLE SHEET
SHEET NO.: T-1

GENERAL NOTES FOR FENCING:

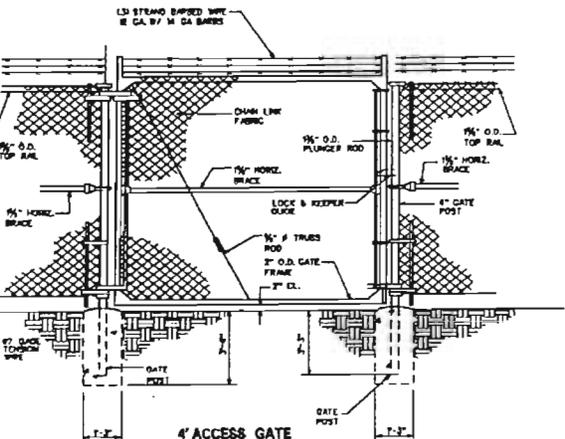
Double gate fabric, posts, rails, bracing, tension wire, 1/2" x 1/2" steel structural bars, gates and all miscellaneous fittings and hardware shall meet the requirements of ASTM 9, 11, and all applicable codes referenced herein and ASTM, apply current references.

Fence Components

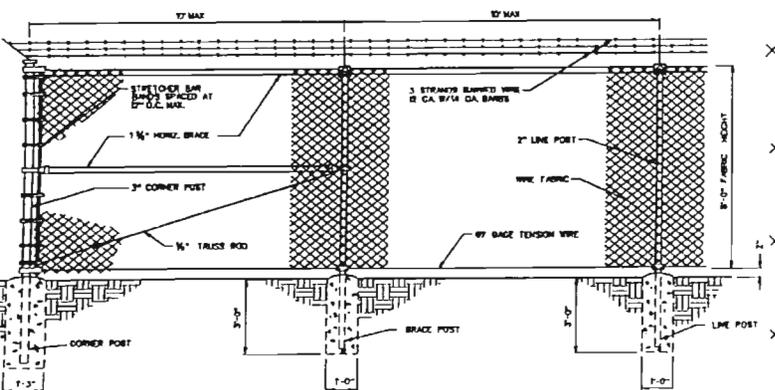
All materials and hardware for the gate shall have a finish of a hot dipped galvanized finish. Member sizes and hardware shall conform to the following table:

ITEM	DESCRIPTION	QUANTITY	UNIT
1	1/2" x 1/2" x 1/2" GALV. STRUCTURAL BAR	1	EA
2	1/2" x 1/2" x 1/2" GALV. STRUCTURAL BAR	1	EA
3	1/2" x 1/2" x 1/2" GALV. STRUCTURAL BAR	1	EA
4	1/2" x 1/2" x 1/2" GALV. STRUCTURAL BAR	1	EA
5	1/2" x 1/2" x 1/2" GALV. STRUCTURAL BAR	1	EA
6	1/2" x 1/2" x 1/2" GALV. STRUCTURAL BAR	1	EA
7	1/2" x 1/2" x 1/2" GALV. STRUCTURAL BAR	1	EA
8	1/2" x 1/2" x 1/2" GALV. STRUCTURAL BAR	1	EA
9	1/2" x 1/2" x 1/2" GALV. STRUCTURAL BAR	1	EA
10	1/2" x 1/2" x 1/2" GALV. STRUCTURAL BAR	1	EA
11	1/2" x 1/2" x 1/2" GALV. STRUCTURAL BAR	1	EA
12	1/2" x 1/2" x 1/2" GALV. STRUCTURAL BAR	1	EA
13	1/2" x 1/2" x 1/2" GALV. STRUCTURAL BAR	1	EA
14	1/2" x 1/2" x 1/2" GALV. STRUCTURAL BAR	1	EA
15	1/2" x 1/2" x 1/2" GALV. STRUCTURAL BAR	1	EA
16	1/2" x 1/2" x 1/2" GALV. STRUCTURAL BAR	1	EA
17	1/2" x 1/2" x 1/2" GALV. STRUCTURAL BAR	1	EA
18	1/2" x 1/2" x 1/2" GALV. STRUCTURAL BAR	1	EA
19	1/2" x 1/2" x 1/2" GALV. STRUCTURAL BAR	1	EA
20	1/2" x 1/2" x 1/2" GALV. STRUCTURAL BAR	1	EA
21	1/2" x 1/2" x 1/2" GALV. STRUCTURAL BAR	1	EA
22	1/2" x 1/2" x 1/2" GALV. STRUCTURAL BAR	1	EA
23	1/2" x 1/2" x 1/2" GALV. STRUCTURAL BAR	1	EA
24	1/2" x 1/2" x 1/2" GALV. STRUCTURAL BAR	1	EA
25	1/2" x 1/2" x 1/2" GALV. STRUCTURAL BAR	1	EA
26	1/2" x 1/2" x 1/2" GALV. STRUCTURAL BAR	1	EA
27	1/2" x 1/2" x 1/2" GALV. STRUCTURAL BAR	1	EA
28	1/2" x 1/2" x 1/2" GALV. STRUCTURAL BAR	1	EA
29	1/2" x 1/2" x 1/2" GALV. STRUCTURAL BAR	1	EA
30	1/2" x 1/2" x 1/2" GALV. STRUCTURAL BAR	1	EA
31	1/2" x 1/2" x 1/2" GALV. STRUCTURAL BAR	1	EA
32	1/2" x 1/2" x 1/2" GALV. STRUCTURAL BAR	1	EA
33	1/2" x 1/2" x 1/2" GALV. STRUCTURAL BAR	1	EA
34	1/2" x 1/2" x 1/2" GALV. STRUCTURAL BAR	1	EA
35	1/2" x 1/2" x 1/2" GALV. STRUCTURAL BAR	1	EA
36	1/2" x 1/2" x 1/2" GALV. STRUCTURAL BAR	1	EA
37	1/2" x 1/2" x 1/2" GALV. STRUCTURAL BAR	1	EA
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40	1/2" x 1/2" x 1/2" GALV. STRUCTURAL BAR	1	EA
41	1/2" x 1/2" x 1/2" GALV. STRUCTURAL BAR	1	EA
42	1/2" x 1/2" x 1/2" GALV. STRUCTURAL BAR	1	EA
43	1/2" x 1/2" x 1/2" GALV. STRUCTURAL BAR	1	EA
44	1/2" x 1/2" x 1/2" GALV. STRUCTURAL BAR	1	EA
45	1/2" x 1/2" x 1/2" GALV. STRUCTURAL BAR	1	EA
46	1/2" x 1/2" x 1/2" GALV. STRUCTURAL BAR	1	EA
47	1/2" x 1/2" x 1/2" GALV. STRUCTURAL BAR	1	EA
48	1/2" x 1/2" x 1/2" GALV. STRUCTURAL BAR	1	EA
49	1/2" x 1/2" x 1/2" GALV. STRUCTURAL BAR	1	EA
50	1/2" x 1/2" x 1/2" GALV. STRUCTURAL BAR	1	EA

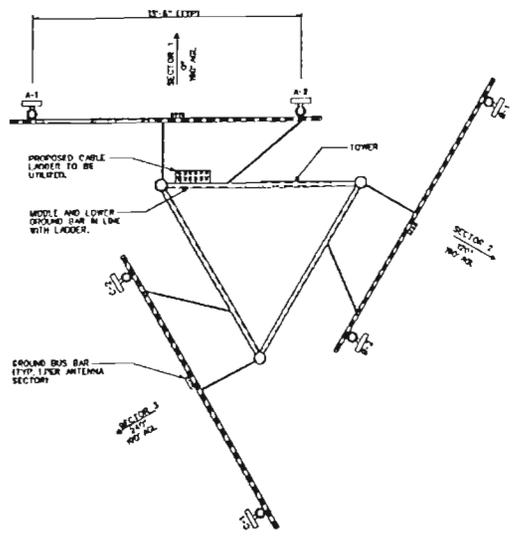
Concrete for bases shall be 3000 psi at 28 day strength.



4' ACCESS GATE
NOT TO SCALE

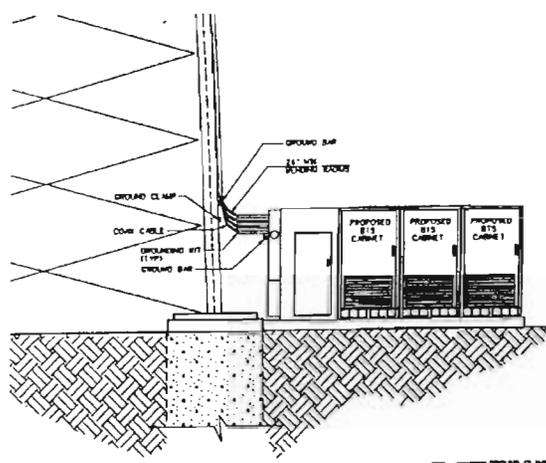


TYPICAL FENCE ELEVATION
NOT TO SCALE

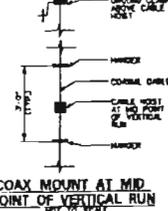


ANTENNA LOCATION DETAIL
NOT TO SCALE

CONTRACTOR TO VERIFY ANTENNA DOWNSET, ANTENNA TYPE AND CABLE TYPE PRIOR CONSTRUCTION ACTIVITIES.

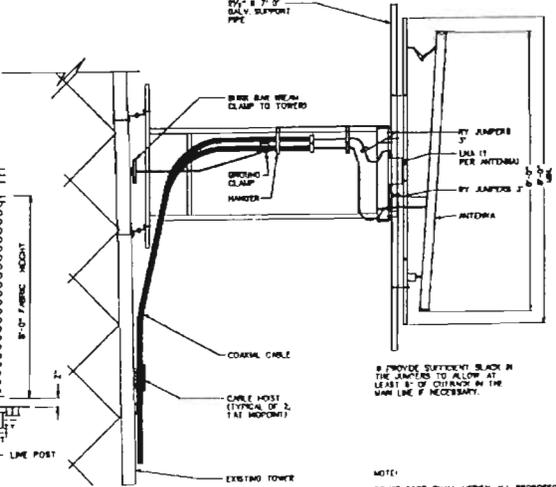


COAX RUN DETAIL
NOT TO SCALE



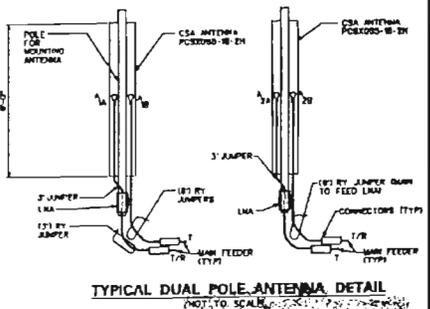
COAX MOUNT AT MID POINT OF VERTICAL RUN
NOT TO SCALE

- NOTES:**
1. ANTENNAS TO BE PLACED TO ACHIEVE MAXIMUM HORIZONTAL SEPARATION.
 2. ELEVATION SHOWN IS OF REAR OF ANTENNA ARRAY.
 3. JAMPERS ARE TO BE RUN AS IN DIAGRAM ABOVE.



TYPICAL ANTENNA MOUNTING DETAIL
NOT TO SCALE

NOTE:
CONTRACTOR SHALL VERIFY ALL PROPOSED INFORMATION WITH TOWERLESS TELEPHONE MANAGER.



TYPICAL DUAL POLE ANTENNA DETAIL
NOT TO SCALE

[Handwritten Signature]
8-16-06

NO.	DATE	DESCRIPTION
1	08/16/06	PLANS ISSUED FOR CONSTRUCTION
2	08/16/06	PLANS ISSUED FOR CONSTRUCTION
3		
4		

DRAWN BY: D. REVELL
CHECKED BY: J. FENWELL
APPROVED BY: D. WROZTE

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KCI CONSULTING, INC.
1000 W. UNIVERSITY BLVD.
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SEMIWALK COUNTY

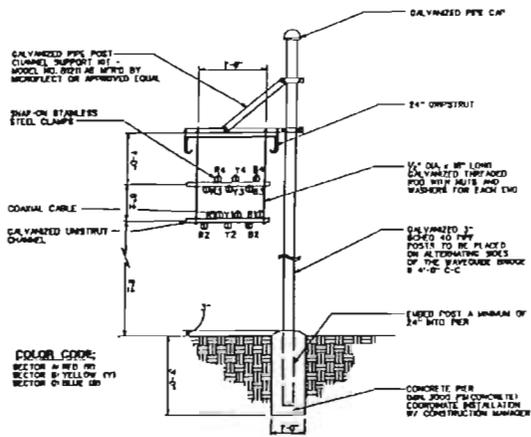
INVENTOR:
JAMES T. FENWELL, PE
FL LICENSE NO. 62866

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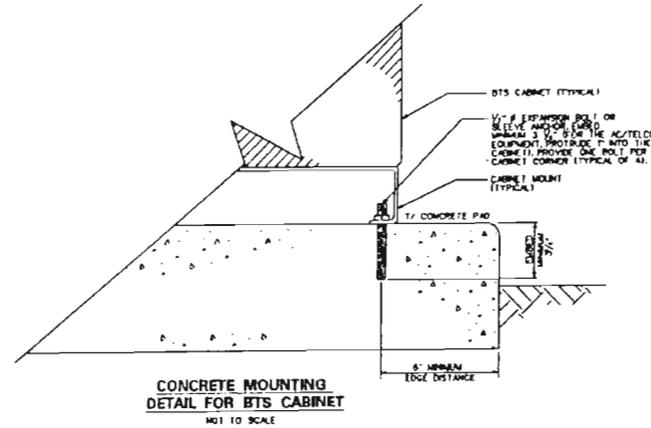
SCALE: AS SHOWN
DATE: 08-16-06
DRAWN BY: D. REVELL
CHECKED BY: J. FENWELL

DETAILS

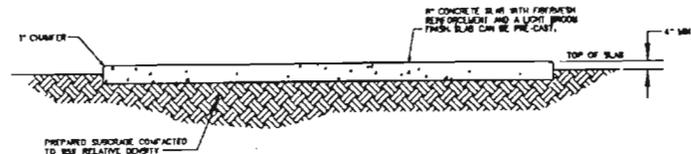
C-3



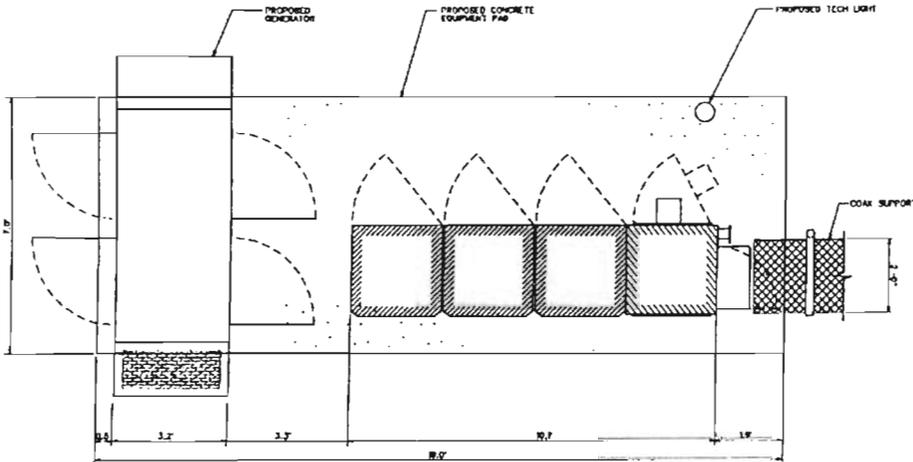
**WAVEGUIDE CHANNEL SUPPORT DETAIL
(IF REQUIRED)**
NOT TO SCALE



**CONCRETE MOUNTING
DETAIL FOR BTS CABINET**
NOT TO SCALE

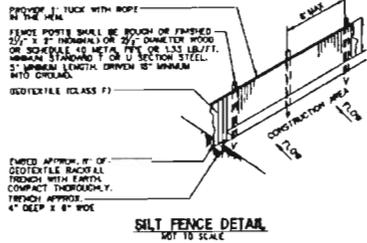


BTS EQUIPMENT SLAB DETAIL
NOT TO SCALE



TYPICAL BTS CABINET SLAB DETAIL
NOT TO SCALE

NOTE:
CONTRACTOR SHALL VERIFY ALL EMISSIONS EQUIPMENT SPECIFICATIONS
PRIOR TO INITIATION OF CONSTRUCTION ACTIVITIES.



SILT FENCE DETAIL
NOT TO SCALE

SILT AND EROSION CONTROL PLAN NOTES:

1. GEOTEXTILE FABRIC TO BE FASTENED SECURELY TO FENCE POST BY RING TIES OR ROD RINGS. (1) FASTENERS PER POST.
2. ENDS OF INDIVIDUAL ROLLS OF GEOTEXTILE SHALL BE SECURELY FASTENED TO A COMMON POST OR OVERLAPPED 3' MINIMUM.
3. THIS DEVICE IS INTENDED TO CONTROL SHEET FLOW ONLY. IT WILL NOT BE USED IN AREAS OF CONCENTRATED FLOW WITH A DRAINAGE AREA OF 1/4 ACRE OR MORE.
4. ALL SILT FENCING SHALL BE INSTALLED PRIOR TO COMMENCING ANY LAND DISTURBING ACTIVITIES AND SHALL REMAIN IN PLACE UNTIL ALL CONSTRUCTION ACTIVITIES ARE COMPLETED.

NOTES:

1. CONCRETE SHALL CONFORM TO THE SPECIFICATIONS FOR STRUCTURAL CONCRETE (AC 308) AND 301. CONCRETE SHALL BE MIXED WITH STONE AGGREGATE AND SHALL DEVELOP A 4,000 PSI MINIMUM COMPRESSIVE STRENGTH IN 28 DAYS. CONCRETE SHALL BE TESTED TO VERIFY A 100% PRE-COMPRESSIVE STRENGTH WITH FIBER MESH REINFORCEMENT.
2. CONCRETE MIX DESIGN 8.11. EACH MINIMUM PER CUBIC YARD. 3" MINIMUM 7" MAXIMUM SLAB, 1/2" MINIMUM AGGREGATE.
3. EXACT POSITION OF BTS CABINETS ON SLAB SHALL BE DETERMINED IN THE FIELD.
4. COAK SUPPORTS TO BE SUPPLIED AND INSTALLED BY CONTRACTOR.
5. CONCRETE PAD IS DESIGNED TO BEAR ON SOFT SOIL BEARING CAPACITY TO BE VERIFIED AT THE TOP OF EXCAVATION BY A SOILS ENGINEER REGISTERED IN THE STATE OF FLORIDA.
6. PRE-CAST CONCRETE PAD MAY BE USED IN PLACE OF POURED IN PLACE PAD AND SHALL BE USED AT THE CONTRACTOR'S DISCRETION.

Handwritten signature and date: J. F. Fenwick, 8-16-06

NO.	DATE	DESCRIPTION
1	8/16/06	PLANS REVISED FOR DR. REVIEW
2	8/16/06	PLANS REVISED FOR CONSTRUCTION
3		
4		

DRAWN BY: D. MICHELLS
CHECKED BY: L. F. FENWICK
APPROVED BY: D. LUCASZE

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A2E725-A
BIRMINGHAM COUNTY

ENGINEER:
JAMES F. FENWICK, PE
FL LICENSE NO. 12009
EOR01

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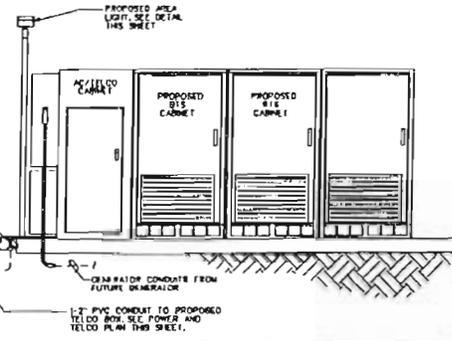
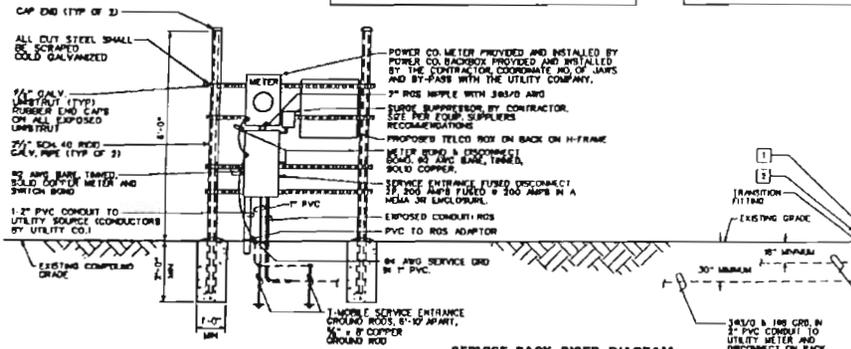
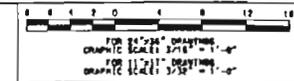
DATE: 8-16-06
BY: J.F.F.
IN THE OFFICE OF THE ENGINEER

PROJECT NO.:
MISCELLANEOUS
DETAILS

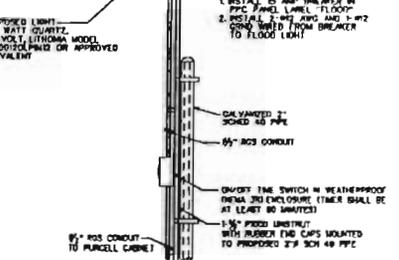
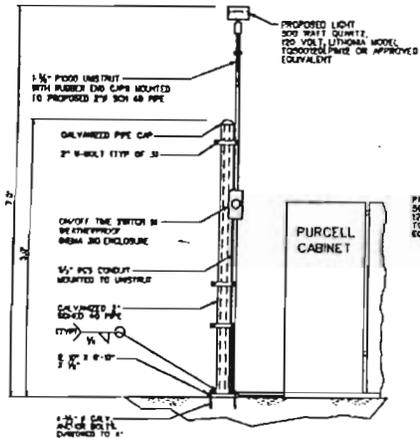
SHEET
8-1

UTILITY CONTACT INFORMATION:
 TELCOM BELL SOUTH POWER FPL
 800-432-4770 800-468-8243

- 1 10-1/2" PVC IN FOR TELCO
- 2 10-1/2" PVC FOR POWER



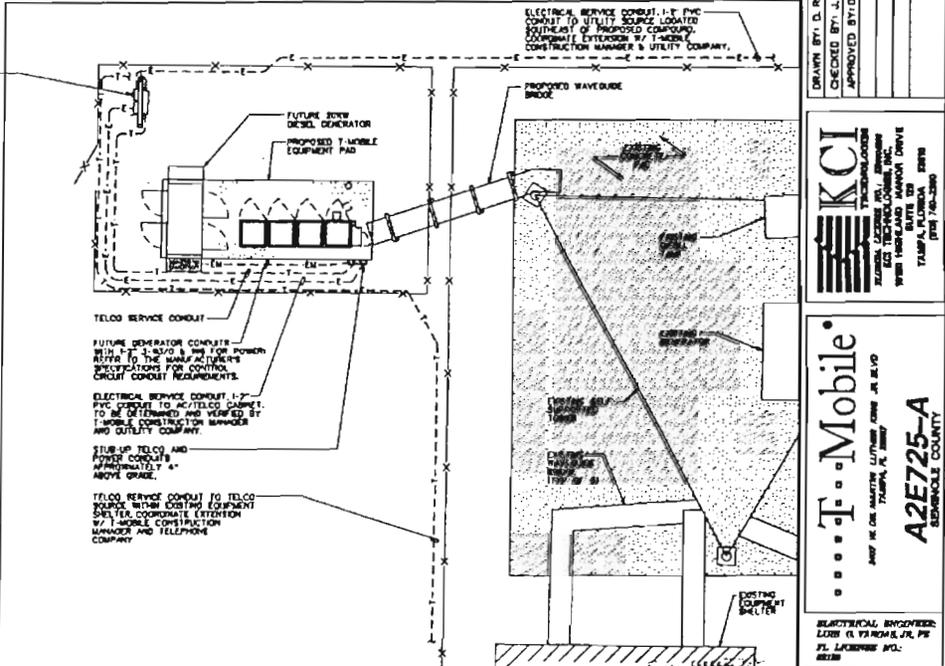
LOAD CALCULATIONS
 ULVA COMPLETED 8/16/06
 151 KVA/240 = 54.6 AMPS



- NOTES:**
1. INSTALL 10 AMP BREAKER IN 1/2\"/>
 - 2. INSTALL 2-1/2\"/>

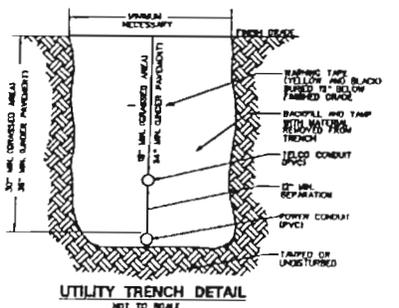
- NOTES:**
1. METER AND DISCONNECT SHALL BE LAMINATED WITH ACRYLIC PLASTIC TAG WITH WHITE LETTERS LABEL SHOULD READ T-MOBILE AND INCLUDE ADDRESS OF SITE.
 2. 3/4\"/>

- AC/TELCO CABINET NOTE (SEE MANUFACTURER):**
 THE STANDARD 200A BREAKER PROVIDED IS RATED AT 10K ACI TO SATISFY OTHER AC RATINGS, THE FOLLOWING SHOULD BE DONE ACCORDING TO SQUARE D'S SERIES RATINGS:
1. 200 ACI REPLACE THE 200A MAIN BREAKER WITH SQUARE D P/M Q02200VH (RATED AT 22K ACI)
 2. 40K ACI REPLACE THE 200A MAIN BREAKER WITH SQUARE D P/M Q04200VH (RATED AT 42K ACI)
 3. 50K ACI OR EQUAL TO BULK AND INSTALL A METERBASE OR FUSIBLE SAFETY SWITCH WITH A 100-200A 300V RATED CLASS T FUSE UPKRN FROM THE PAC274831 POWER ACCESS CABINET AND INSTALL APPROPRIATELY RATED T TYPE FUSES (E.G. 50K OR 200K ACI) BASED ON SQUARE D'S SERIES RATING FOR THE LOAD CENTER AND ITS DO TYPE BREAKERS, THAT T FUSE WILL GIVE THE SITE ITS NEEDED ACI RATING.



- POWER AND TELCO DRAWING NOTES**
1. 10-1/2\"/>
 - 2. 10-1/2\"/>
 - 3. COORDINATE ALL REQUIREMENTS WITH LOCAL UTILITIES PRIOR TO INSTALLATION OF CONSTRUCTION ACTIVITIES, PROVIDE CABLES DESIGNATIONS TO AVOID MIXING OR GROUNDING THE EXISTING UNDERGROUND WORK.

POWER AND TELCO PLAN
SCALE AS NOTED



NO.	DATE	DESCRIPTION
1	08/16/06	PLANS ISSUED FOR CONSTRUCTION
2	08/16/06	REVISIONS ISSUED FOR CONSTRUCTION
3		
4		

KCI
 CONSULTING ENGINEERS
 1000 W. UNIVERSITY BLVD.
 TAMPA, FL 33606
 (813) 973-1100

T-Mobile
 A2E725-A
 TAMPA, FL 33606

DESIGNED BY: J. FENNEL	CHECKED BY: G. KROEGER	APPROVED BY: J. FENNEL
DATE: 08/16/06	DATE: 08/16/06	DATE: 08/16/06
PROJECT NO: 06000000000000000000	PROJECT NO: 06000000000000000000	PROJECT NO: 06000000000000000000
POWER AND TELCO PLAN		
E-2		

EXHIBIT "C"

PROPERTY SITE PLAN AND ELEVATION DRAWINGS

1

EXHIBIT "D"

DESCRIPTION AND INVENTORY OF ROYAL STREET FACILITIES
LOCATED ON OR ABOUT THE LEASED PREMISES AND TOWER



**PATE
ENGINEERING
INC.**

13540 N. FLORIDA AVE., SUITE 203
TAMPA, FLORIDA 33613
(813) 960-0002

TOWER ANALYSIS REPORT

May 19, 2006

T-Mobile USA, Inc.
3407 W. Dr. Martin Luther King Jr. Blvd.
Tampa, Florida 33607
Attn: Engineering / Ms. Jolene Ratliff

250-Ft Self-Supported Tower
E725A Howell Cove Site (Dike Road)
Our Job # 06-150

AUTHORIZATION

As authorized by purchase order number 4550123937, dated 5/3/2006. Pate Engineering has surveyed and analyzed the 250' Rohn model SSMW, self-supported tower located near the intersection of Dike Road and Dodd Road, Casslebury, Florida (Seminole County).

REFERENCE MATERIALS

The following reference materials were used for this analysis:

- UNR-Rohn Tower Drawings (Drawing No. C891760), dated 11/1/1989

INTRODUCTION

On 5/4/2006, the tower was surveyed to gather site specific data such as antenna & mount loading, and transmission line distribution. A sketch of the tower has been included for reference.

The purpose of this analysis was to investigate the tower for an additional antenna array (see tower loading section).

ANALYSIS CRITERIA

This tower has been analyzed per **ANSI/TIA/EIA 222-F** for **100 MPH** basic wind speed. This meets the requirements of the **Florida Building Code 2004** for an equivalent 3-second gust wind speed of **120 MPH**. It is the responsibility of the client to verify that this analysis criteria meets the requirements of the owner.

The wind was considered from (12) directions including winds on all tower faces, on all tower corners, and parallel to all tower faces.

These cases considered all the applicable loads due to the deadweight of the structure and appurtenances. The effects of wind on the tower structure, antennas, and ancillary items such as ladders, cables, platforms, antenna mounts, etc. have been considered.

TOWER LOADING

The following is a list of the antennas, their elevations, and the transmission lines used in this analysis: (Note: The elevations are centerline for panel antennas and dishes. They are mounting heights for omni and whip antennas. All elevations are referenced to the base of the tower.)

<u>Elevation</u>	<u>Notes</u>	<u>Description</u>	<u>Transmission Line</u>
<u>Existing Antennas</u>			
250±		Disconnected Transmission Line	1-5/8"
244±		(2) Allgon 7770	(4) 1-5/8"
244±		(2) Diplexers	—
243±		(1) DB874H (Similar)	(1) 1-5/8"
243±		(1) EMS RV90-14 (Similar)	(1) 1-5/8"
243±		(2) Amplifiers	—
243±		(1) Sector Mount	—
238±		Disconnected Transmission Line	1-5/8"
238±		(2) Allgon 7770	(4) 1-5/8"
237±		(2) Diplexers	—
237±		(1) DB878H (Similar)	(1) 1-5/8"
237±		(1) EMS RV90-14 (Similar)	(1) 1-5/8"
237±		(2) Amplifiers	—
237±		(1) Sector Mount	—
176±		Amplifier	7/8"
173±		15' Whip Antenna on 6' Side Arm	Amplifier
164±		(2) Allgon 7770	(4) 1-5/8"
164±		(2) Diplexers	—
164±		(1) Unknown Panel Antenna	(1) 1-5/8"
163±		(1) DB874H (Similar)	(1) 1-5/8"
163±		(2) Amplifiers	—
163±		(1) Sector Mount	—
160±		3' Yagi	1/2"
150± to 160±		(2) Vertical Square Tubes (Tie-Back Connections)	—
153±		DB264 (Similar) on 18" Side Arm	7/8"
151±		8'φ Standard Dish	EW63
151±		6'φ Standard Dish	EW63
142±		6'φ Dish with Radome	EW63
140±		Small Elliptical Dish	1/4"φ
140±		3' Yagi	—
134±		6'φ Dish with Radome	EW63
132±		12" X 12" Panel Antenna & Amplifier & Mount	1/4"φ
105±		3' Whip Antenna on 4' Side Arm	7/8"
31±		2' Wire Antenna on 3' Side Arm	1/2"
<u>Proposed Antennas (T-Mobile)</u>			
190±		(6) PCSX065-18-2H	(12) 1-5/8" - stacked
190±		(6) Amplifiers	—
190±	1.	(3) Sector Mounts	—

Notes: 1. The proposed antennas are to be mounted on (3) sector mounts with a total factored wind area (Ca X A per ANSI/TIA/EIA 222-F) of 30 square feet or less.

METHOD OF ANALYSIS

This tower was analyzed in accordance with the requirements of the **Florida Building Code 2004, ANSI/TIA/EIA 222-F** and **AISC Ninth Edition (ASD) Manual**. Computations were performed to account for all the vertical loads, and horizontal wind forces on the tower, antennas, and ancillary items. The structure was then analyzed using a computer program developed by Weisman Consultants, Inc.

The allowable forces were calculated for the various tower components such as the tower legs, diagonals, and bolts. These forces were then compared with the actual forces determined by the computer program.

ASSUMPTIONS MADE

- 1.1 For the purposes of this analysis, it was assumed that all bolts, welds, members, etc. are in good condition and not degraded by rust, corrosion, or cracks.
- 1.2 The tower has been properly maintained in accordance with the original manufacturer's drawings and specifications

ANALYSIS CONDITIONS

- 2.1 The proposed T-Mobile transmission lines are to be run on a new waveguide ladder on the North (AB) face of the tower. This is the tower face that is currently empty. The lines may not be run on either of the other (2) tower faces
- 2.2 The proposed T-Mobile antennas are to be mounted on (3) sector mounts with a total factored wind area ($C_a X A$ per ANSI/TIA/EIA 222-F) of 30 square feet or less

RESULTS OF ANALYSIS

- 3.1 This analysis, as outlined herein, indicates that **the tower is over stressed** as follows for the antennas, mounts, and lines listed in this report if all of the analysis conditions listed above are observed.
 - 3.1.1 The **tower members** are over stressed as follows:

<u>Elevation</u>	<u>Member Type</u>	<u>Degree of Over Stress</u>
0' to 30'	Diagonals	10%
30'	Horizontals	14%
90' to 100'	Diagonals	4% (acceptable)

- 3.2 The tower **foundation** is a 40'-6" X 40'-6" gravity mat (thickness unknown). The soil profile for this site is also unknown. A comparison of the actual base reactions to the original design reactions is as follows:

3.2 Continued...

	<u>Actual Reaction</u>	<u>Design Reaction</u>	<u>Status</u>
Tension	383.1 kip	419.3 kip	Pass
Compression	440.1 kip	474.2 kip	Pass
Shear (total)	99.5 kip	90.3 kip	*Pass*
O.T.M.	13920 kip-ft	13920 kip-ft	Pass

Assuming that this mat foundation, as originally permitted, was correctly designed and installed to resist the original design overturning moment, it is adequate for the existing loading condition. The increase in the shear reaction does not significantly affect a foundation of this type. If adequate information on the foundation and the soil is provided, an analysis may be performed.

- 3.3 This analysis is for the main tower (and all components) only. It does not include an analysis or approval of the existing or proposed antennas, or antenna mounts. However, the wind and dead loads imposed by these mounts has been included in this analysis.

RECOMMENDATIONS

- 4.1 The tower can be modified to support the proposed loading configuration. This modification would involve filling the bottom diagonal pipe members with grout and adding redundant bracing to the horizontal members. This upgrade would be relatively simple and inexpensive

The engineering and drawings of any modifications are beyond the scope of this report.

Please let us know how you wish to proceed with this project.

This report is not a construction document. The information contained herein is for the use of the addressee, the tower owner, and Pate Engineering, Inc. Any use by others is prohibited except by express permission from Pate Engineering, Inc., and the addressee. All calculations, reports, sketches, and drawings, as well as any information on the tower, foundation, and soil gathered to complete this analysis are considered "Proprietary Information" and remain the sole property of Pate Engineering, Inc.

If you have any questions regarding this report, please call.

Pate Engineering, Inc.

By: Michael A. Hunter
5/19/2006

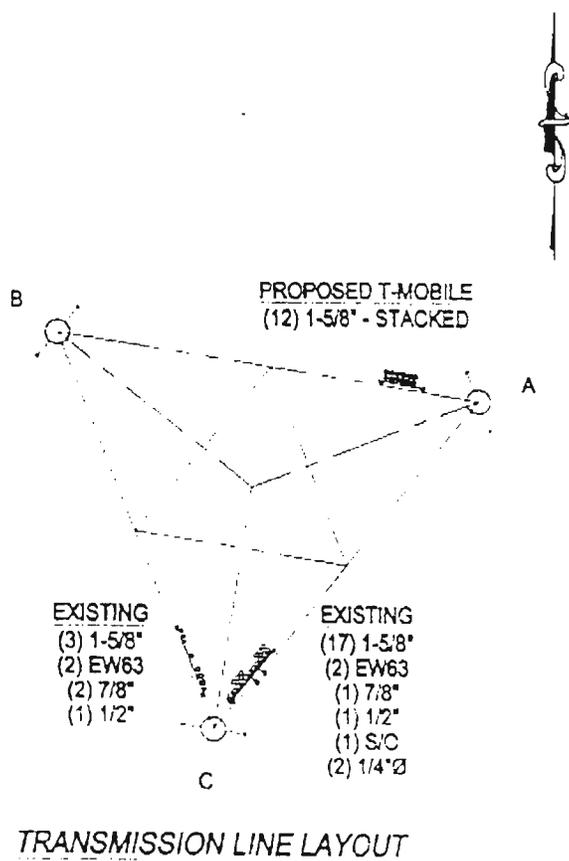
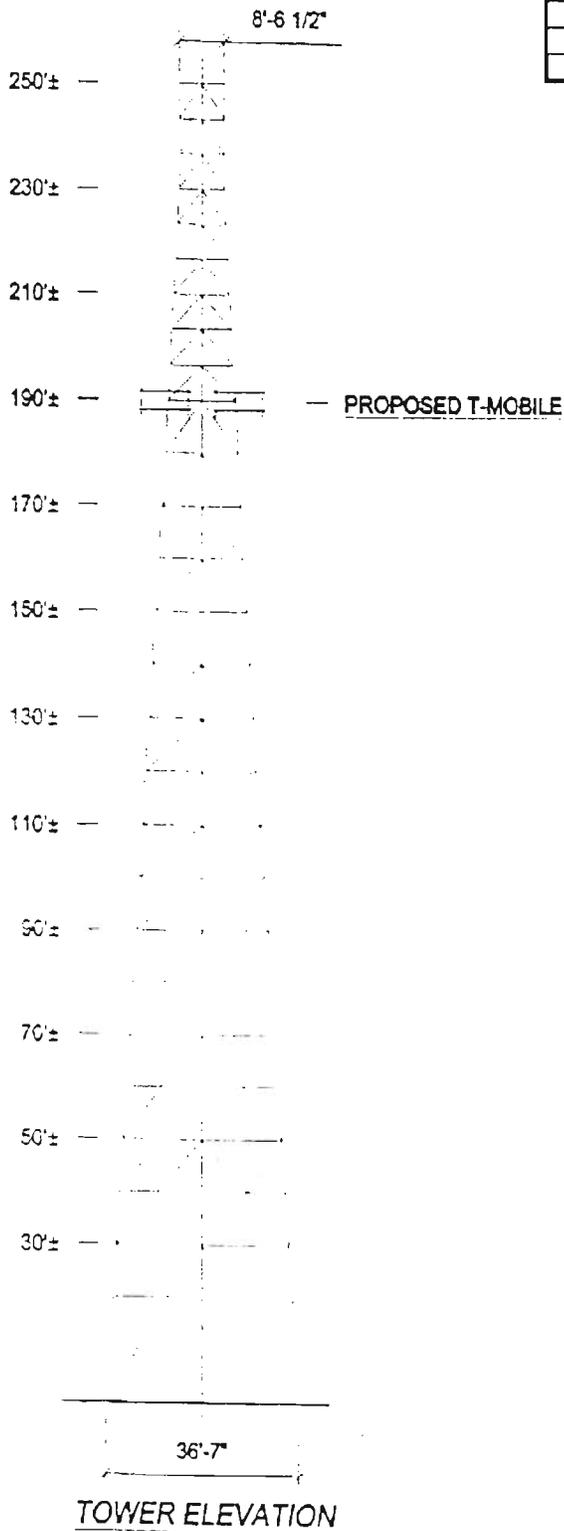
Michael A. Hunter, P.E.
Florida P.E. No. 58068

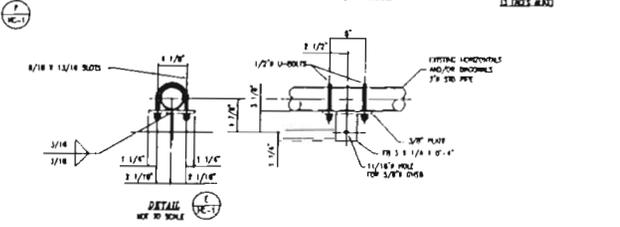
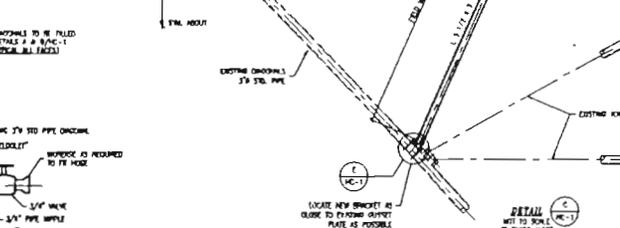
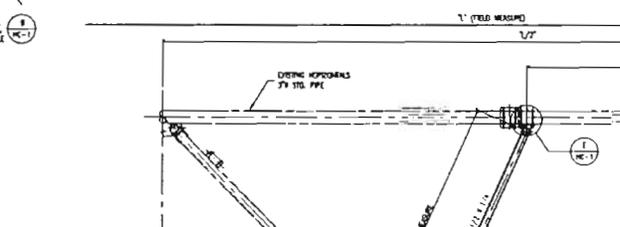
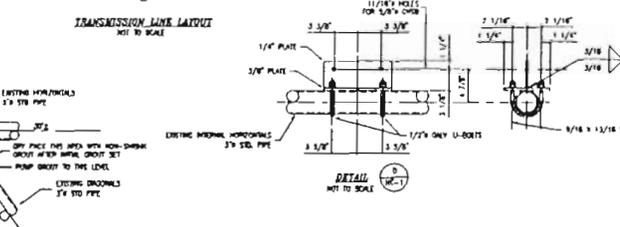
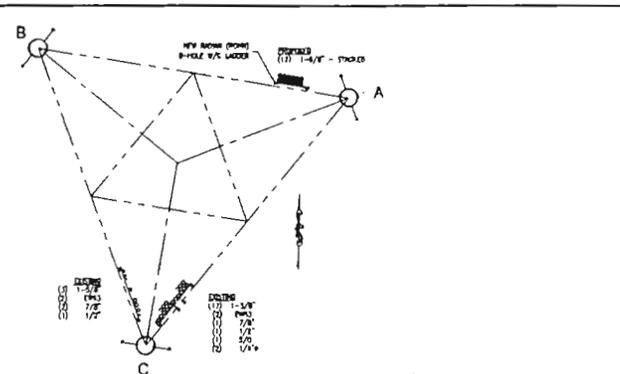
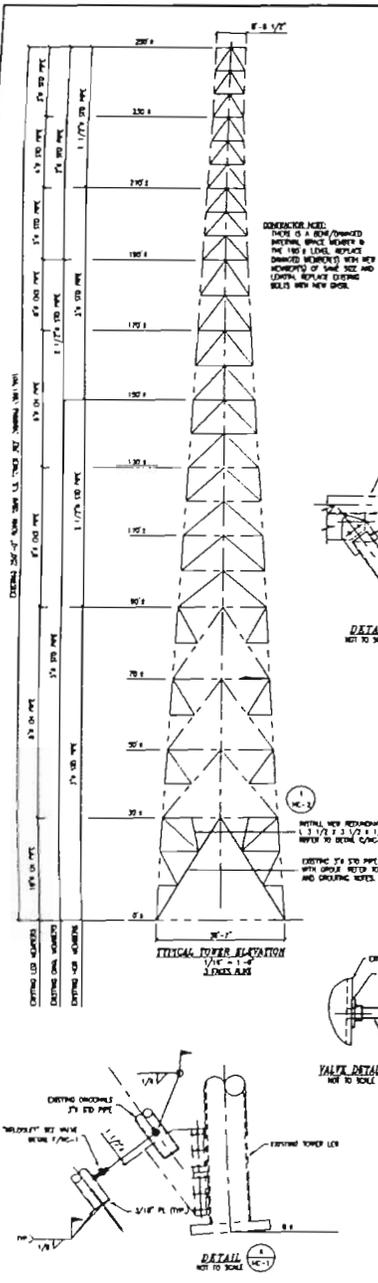


Pate Engineering, Inc.
 13540 N. FLORIDA AVE. SUITE 203
 TAMPA, FLORIDA 33613
 813-960-0002

SITE:
 E725A HOWELL COVE
 (DIKE ROAD)

REV	DATE	DESCRIPTION	ANSI/TIA/EIA 222-F, 100 MPH	
A	5/18/2008	SKETCH FOR REPORT	JOB NO.	08-150
			DRAWN BY:	MH
			SHEET:	DR-1 OF 1





- GENERAL NOTES:**
1. MATERIALS SHALL BE NEW UNLESS OTHERWISE SPECIFIED.
 2. ALL STEEL FABRICATION SHALL BE DONE IN ACCORDANCE WITH AISC STEEL CONSTRUCTION MANUAL, LATEST EDITION.
 3. WELDED JOINTS SHALL BE MADE IN ACCORDANCE WITH AISC WELDED JOINTS MANUAL, LATEST EDITION.
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GENERAL NOTES:

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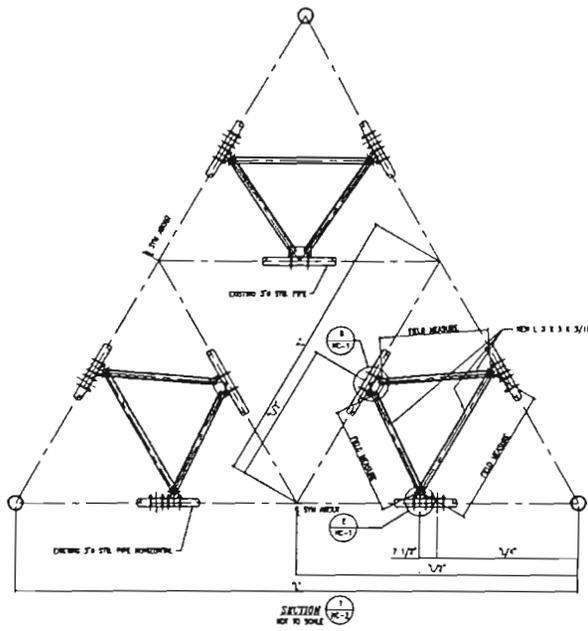
Pate Engineering Inc.
 13540 N. FLORIDA AVE. SUITE 203
 TAMPA, FLORIDA 33613
 813-960-0002

MODIFICATION TO EXISTING
 250 FT. S.S. TOWER
 E775A HOWELL CODE (DME 80)
 FOR T-MOBILE

GENERAL ARRANGEMENT

DATE: 05-15-01
 DRAWING NO: HC-1 OF 20
 T-MOBILE

APPROVED BY: [Signature]
 CHECKED BY: [Signature]
 DESIGNED BY: [Signature]
 DATE: 05/15/01



SECTION
1/2\"/>

ALL DIMENSIONS UNLESS OTHERWISE NOTED. UNLESS OTHERWISE SPECIFIED, MATERIALS TO BE USED SHALL BE AS SHOWN ON THE DRAWING. ALL DIMENSIONS SHALL BE IN INCHES UNLESS OTHERWISE NOTED. UNLESS OTHERWISE SPECIFIED, ALL DIMENSIONS SHALL BE IN INCHES UNLESS OTHERWISE NOTED.



Paul Engineering Inc.
 13540 N. FLORIDA AVE., SUITE 203
 TAMPA, FLORIDA 33613
 813-960-0002

SECTION
 06-150
 110-22 OF 20

MODIFICATION TO EXISTING
 250 FT. S.S. TOWER
 6725A HOWELL COVE (ONE RD.)
 FOR
 T-MOBILE

REV.	DESCRIPTION	DATE	BY	CHECKED BY
1	FOR APPROVAL	6/13/06
0	FOR CONST.	6/13/06