

RESOLUTION NO. 2010-59

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

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

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

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

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

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

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

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

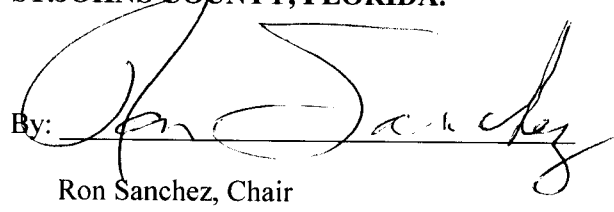
Section 2. The Board of County Commissioners accepts the terms of the First Amendment to Tower Attachment Communications Site Agreement and authorizes the County Administrator, or designee, to execute said Agreement.

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

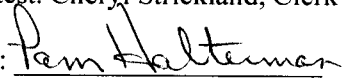
Section 4. The Clerk of the Courts is instructed to record the original Amendment of the Lease Agreement in the Public Records of St. Johns County, Florida.

PASSED AND ADOPTED this 16<sup>th</sup> day of March, 2010.

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

By:   
Ron Sanchez, Chair

Attest: Cheryl Strickland, Clerk

By: 

Deputy Clerk

RENDITION DATE 3/18/10



**TOWER ATTACHMENT  
COMMUNICATIONS SITE AGREEMENT**

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

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

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

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

4. Renewal Term(s). Lessee shall have the right to extend this Agreement for four

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

5. Rent.

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

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

First RT - \$2,301.41 per month  
Second RT - \$2,646.63 per month

Third RT - \$3,043.63 per month  
Fourth RT - \$3,500.18 per month

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

7. Conditions Precedent. Lessee’s obligations to perform under this Agreement shall be subject to and conditioned upon:

**Site Name/No.: Ponte Vedra – JCK036**

(a) Lessee's securing appropriate approvals for Lessee's intended use of its Equipment on the Premises from the Federal Communications Commission, the Federal Aviation Administration, and any other federal, state or local regulatory agency having jurisdiction over Lessee's proposed use of the Equipment;

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

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

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

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

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

8. **Interference.** Lessee agrees to install Equipment only of types, power and generating frequencies which will not cause interference to transmissions or signals from or to Owner and other current users of the Tower and Lessee will not modify such Equipment, power or frequencies in a manner that will cause unreasonable interference to current users of the Tower, as of August 25, 2004. Additionally, Lessee will not substantially modify the power, frequencies or location of its Equipment without the prior consent of the Owner, which consent shall not be unreasonably withheld, conditioned or delayed. Lessee confirms that the equipment, power and generating frequencies of the current users of the Tower, and the power, frequencies and locations on the Tower currently used by Alltel, Powertel, Nextel and the Owner will not cause interference to transmission or signals to or from Lessee's Equipment. At Owner's reasonable request, Lessee shall provide a detailed interference analysis showing potential conflicts between Lessee's power and frequencies and those of the Owner or other users of the Tower as of August 25, 2004. In the event Lessee's Equipment causes interference in violation of this Agreement, Lessee will take all steps necessary to correct and eliminate the interference. If the interference cannot be eliminated within 48 hours after receipt of written notice from Owner to Lessee ("Notice Date"), Lessee shall

temporarily shut down the offending Equipment (except for intermittent operation for the purpose of testing, after performing maintenance, repair, modification, replacement, or other action taken for the purpose of correcting such interference) and if such interference is not corrected within 30 days after receipt of the written notice, Lessee agrees to promptly remove the Equipment causing such interference from the Tower and the Premises at Owner's request. After the Equipment has been installed, Owner shall place similar covenants upon frequency interference on others thereafter newly contracting with Owner to use Owner's Tower ("Third Parties") pertaining to new equipment installed by such Third Parties on the Tower after Lessee's installation of the Equipment. In the event any Third Parties' interference to Lessee's Equipment cannot be eliminated or rectified to Lessee's reasonable satisfaction within 48 hours after receipt of written notice from Lessee to Owner ("Notice Date"), Owner shall cause Third Parties to temporarily disconnect the electric power and shut down the Third Parties' offending Equipment (except for intermittent operation for the purpose of testing, after performing maintenance, repair, modification, replacement, or other action taken for the purpose of correcting such interference) and if such interference is not corrected within 30 days after receipt of the written notice, Owner shall at the request of Lessee require the Third Party causing the interference to promptly remove the equipment causing such interference from the Tower and the Premises. In the event the Third Party fails to remove such equipment from the Tower and the Premises with 45 days from Lessee's request to Owner, or to otherwise rectify the offending interference, Lessee shall have the option to terminate this Lease by providing thirty (30) days notice of such termination to Owner.

9. Utilities and Access.

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

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

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

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

provisions of this Agreement); or

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

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

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

12. Tower Analysis.

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

(b) Owner shall notify Lessee in writing prior to attaching, or permitting any other person entity to attach, any additional antennas, microwave dishes, or other similar equipment ("Additional Antennas") to the Tower. Should Additional Antennas be attached to the Tower, and Lessee reasonably believes that such attachment endangers the structural integrity of the Tower and Owner has reasonably determined that the Tower structural integrity will not be endangered, upon Lessee's written request, Owner shall furnish, at Lessee's expense, a tower

analysis performed on the Tower by a licensed structural engineer, or other party acceptable to Lessee. In the event that the tower analysis indicates that attachment of the Additional Antennas to the tower will not impair the structural integrity of the Tower and will not materially diminish the Tower's function or useful life, Owner shall be entitled to permit the Additional Antennas but shall require any mitigation measures identified in such analysis. All such tower analyses shall be in compliance with current industry standards. In the event that the tower analysis indicates that attachment of the Additional Antennas to the Tower will impair the structural integrity of the Tower or will materially diminish the Tower's function or useful life, Owner shall not allow the installation of the Additional Antennas, unless mitigation measures are also included to reasonably diminish such risk. In that event, Lessee shall be reimbursed for the cost of the tower analysis.

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

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

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

16. **Environmental Matters.**

(a) Owner represents that, to the best of Owner's knowledge, no Hazardous Materials are presently located on the Premises or Easement. Lessee and Owner both covenant not to cause Hazardous Materials to be brought on the Premises or Easement, with the exception of cleaning solutions, solvents, or other substances typically used in the normal course of Owner or Lessee's business. The Owner will also not permit any third party to use, generate, move, or dispose of any Hazardous Material on, under, about or within the Premises in violation of any law or regulation. Any Hazardous Materials shall be promptly contained and disposed of in a legal manner off site. As used in this Agreement, "Hazardous Materials" shall mean any and all polychlorinated byphenyls, petroleum products, asbestos, urea formaldehyde and other hazardous or toxic materials, wastes or substances, any pollutants, and/or contaminants, or any other similar substances or materials which are defined as such in or regulated by any federal, state or local laws, rules or regulations (whether now existing or hereinafter enacted) pertaining to

environmental regulations, contamination, cleanup or any judicial or administrative interpretation of such laws, rules or regulations or any substance that after release into the environment and upon exposure, ingestion, inhalation or assimilation, either directly from the environment or directly through food chains will or may reasonably be anticipated to cause death, disease, behavior abnormalities, cancer or genetic abnormalities.

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

17. Hold Harmless.

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

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

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

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

Site Name/No.: Ponte Vedra – JCK036

Federal ID-59-6000825

If to Lessee to:

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

with copies which shall not constitute notice to:

Clearwire Technologies Inc.  
Attention: Legal Department  
5808 Lake Washington Blvd NE, Suite 300, Kirkland, WA 98033  
Telephone: 425-216-7600  
Fax: 425-216-7900

425-216-7864 - Anna

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

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

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

22. Compliance with Laws. All installations and operations in connection with this Agreement by either party shall be conducted in accordance with all applicable rules and regulations of the Federal Communications Commission, Federal Aviation Administration, and any other applicable federal, state and local laws, codes and regulations. Lessee is solely responsible for the licensing, operation and maintenance of Lessee's Equipment, including, without limitation, compliance with any terms of its Federal Communications Commission license with respect to tower light observation and any notification to the Federal Aviation Administration

in that regard. Lessee's Equipment, transmission lines, and any related devices, and the installation, maintenance and operation thereof, shall not damage the Tower or any property or properties adjoining, or interfere with the use of the Tower and the remainder of the Premises, by Owner or others. Lessee shall defend, indemnify and hold harmless Owner from any such damage.

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

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

25. Miscellaneous.

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

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

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

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

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

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

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

27. Lien Waiver.

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

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

28. Quiet Enjoyment. Owner warrants that Lessee shall have quiet enjoyment of the Premises during the Initial Term of this Lease or any Renewal Term.

Site Name/No.: Ponte Vedra - JCK036

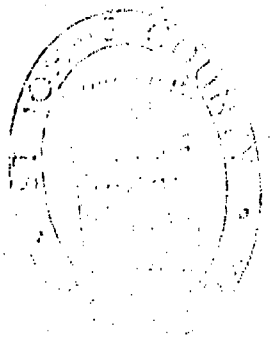
IN WITNESS WHEREOF, Owner and Lessee have executed this Tower Attachment  
Communication Site Agreement effective as the day and year first above written.

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

OWNER:  
ST. JOHNS COUNTY, FL.  
through its Board of County  
Commissioners  
Name: [Signature]  
Title: \_\_\_\_\_  
Date: 5/13/05

Witnesses:  
[Signature]  
Date: Livia Mull  
Lease Administrator  
Date: 4-8-05

LESSEE:  
CLEARWIRE TECHNOLOGIES,  
Inc.  
a Delaware corporation  
By: [Signature]  
Name: John Storch  
Title: VP Network Deployment  
Date: 4-8-05



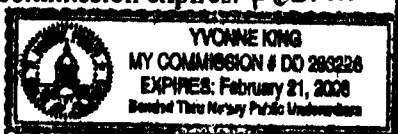
ACKNOWLEDGEMENTS

STATE OF FLORIDA

COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this day of May 13, 2005 by Ted Zabroski, as Assistant County Administrator of its Board of County Commissioners, on behalf of St. Johns County. He/she is personally known to me or has produced as identification.

My commission expires: February 21, 2008

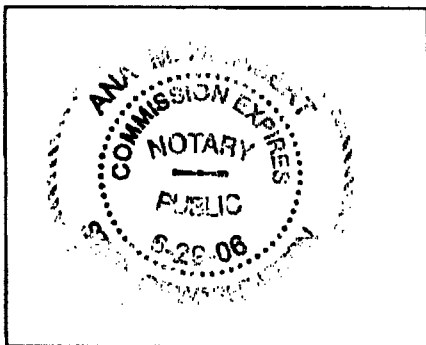


Yvonne King  
Notary Public  
Yvonne King  
-Name printed or typed]

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

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

Dated: 4/8/05



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

(Use this space for notary stamp/seal)

**Site Name/No.: Ponte Vedra – JCK036**

**EXHIBIT A**

**LEGAL DESCRIPTION OF OWNER'S PROPERTY AND EASEMENT**

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

**5430 PALM VALLEY RD:**

**1-1 part of North 500ft of East 650ft lying west of CR210 – 275 ft on CR210 X 290 ft as recorded in OR Book 669 Page 1516**

**EXHIBIT B  
DESCRIPTION OF PREMISES**

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

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

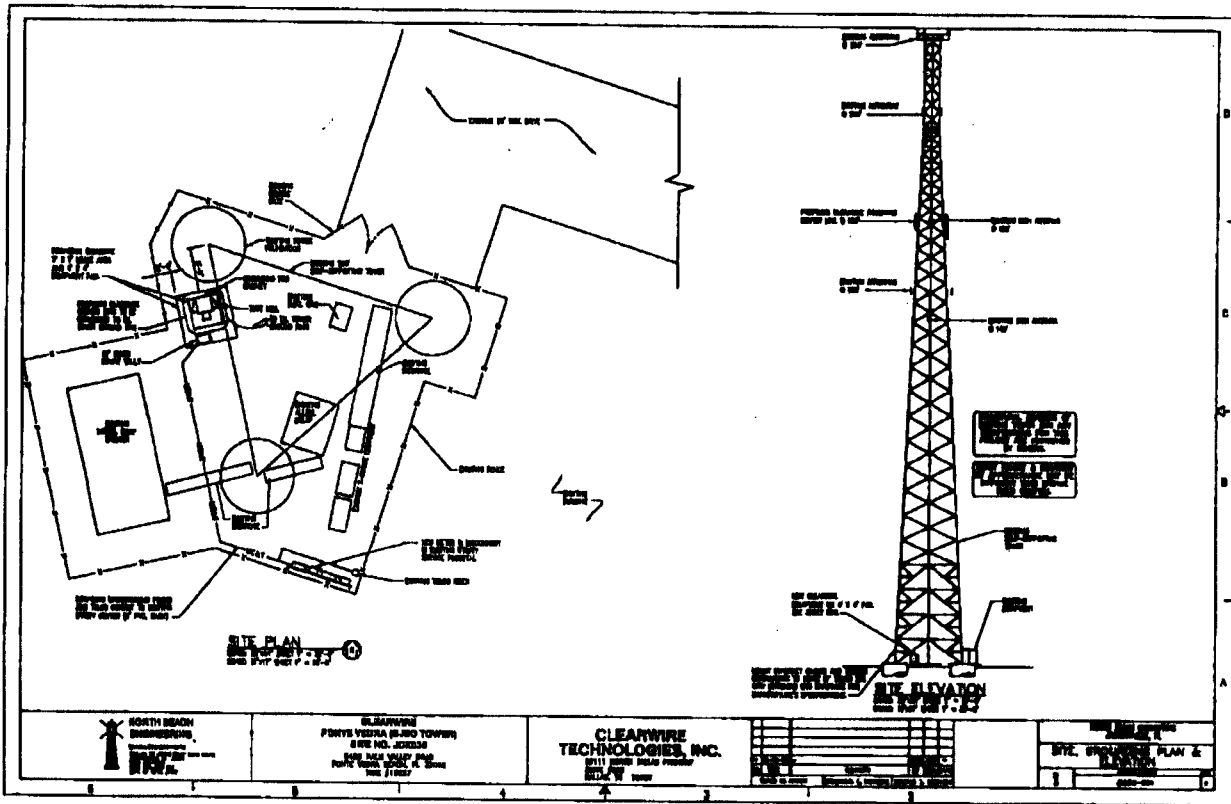
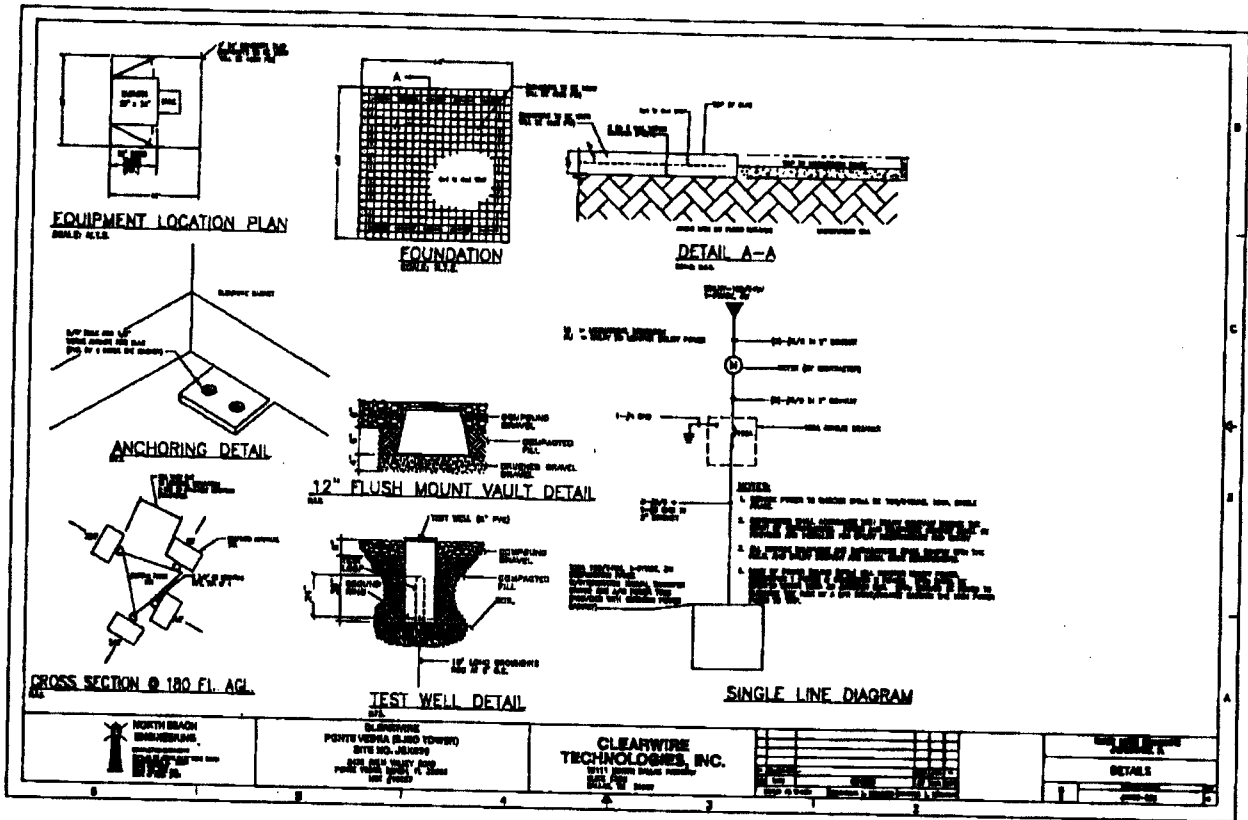


EXHIBIT "C"

LESSEE'S PERSONAL PROPERTY AND EQUIPMENT

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

Final Exhibit "C":



**EXHIBIT "D"**

**MEMORANDUM OF LEASE**

**AFTER RECORDING, PLEASE RETURN TO:**

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

**Memorandum of Lease**

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

See attached Exhibit A incorporated herein for all purposes.

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

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

**TENANT:**  
**CLEARWIRE TECHNOLOGIES, INC.**

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

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**TENANT ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

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

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

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

**LANDLORD ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

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

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

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

**Site Name/No.: Ponte Vedra – JCK036**

**EXHIBIT A TO MEMORANDUM OF LEASE  
LEGAL DESCRIPTION**

MEMORANDUM OF LEASE

AFTER RECORDING, PLEASE RETURN TO:

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

Memorandum of Lease

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

See attached Exhibit A incorporated herein for all purposes.

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

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

TENANT:  
CLEARWIRE TECHNOLOGIES, INC.

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

By: [Signature]  
Name: John A. Storch  
          VP, Network Deployment  
Title: \_\_\_\_\_  
Date: 4-8-05

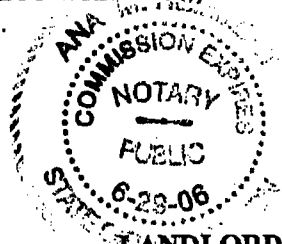
By: [Signature]  
Name: Fred Zebrosky  
Title: Assistant County Administrator  
Date: 5/13/05

TENANT ACKNOWLEDGEMENT

STATE OF Washington )  
 ) ss.  
COUNTY OF King )

On this 9 day of April, 2005, before me, a Notary Public in and for the State of Washington, personally appeared John A. Storch, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that He/She was authorized to execute the instrument, and acknowledged it as the ~~IT Network Deploy~~ of Clearwire Technologies, Inc, to be the free and voluntary act and deed of said party for the uses and purposes mentioned in the instrument.

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



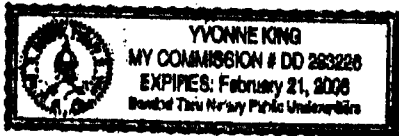
Ana M. Hemmert  
NOTARY PUBLIC in and for the State of Washington,  
residing at Lake Stevens, WA  
My appointment expires 6/29/06  
Print Name Ana M. Hemmert

LANDLORD ACKNOWLEDGEMENT

STATE OF Florida )  
 ) ss.  
COUNTY OF St. Johns )

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

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



Yvonne King  
NOTARY PUBLIC in and for the State of \_\_\_\_\_,  
residing at Hastings, FL  
My appointment expires February 21, 2008  
Print Name Yvonne King

**Site Name/No.: Ponte Vedra – JCK036**

**EXHIBIT A TO MEMORANDUM OF LEASE  
LEGAL DESCRIPTION**

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

**5430 PALM VALLEY RD:**

**1-1 part of North 500ft of East 650ft lying west of CR210 – 275 ft on CR210 X 290 ft as recorded in OR Book 669 Page 1516**

**FIRST AMENDMENT TO TOWER ATTACHMENT COMMUNICATIONS SITE AGREEMENT**

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

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

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

- Owner agrees to permit Lessee to replace and add certain antennas and feed lines, along with associated mounts, brackets, cabling and associated grounding as stated in Exhibit C-1. Therefore, Exhibit C of the Agreement is deleted in its entirety and replaced with Exhibit C-1, which is attached hereto and incorporated herein by this reference. Owner agrees to allow Lessee to delay the removal of certain equipment for up to one hundred eighty (180) days after the installation of the additional equipment in order to transition the implementation of the new equipment. The only equipment for which the removal may be delayed up to one hundred eighty (180) days is labeled on Exhibit C-1 as "temporary" under "Temporary Inventory," and at the end of such one hundred eighty (180) day period, only the equipment listed on Exhibit C-1 under "Final Inventory" shall be allowed to remain. Notwithstanding anything herein to the contrary, Owner's consent to the equipment installations permitted herein (including the equipment which is to remain temporarily) shall be subject to receipt of an acceptable structural analysis which states the existing loading plus temporary loading is structurally sound and also a report that states the final loading is structurally sound.
- Lessee acknowledges that Exhibit C of the Agreement was not replaced with a revised Exhibit C as required in Exhibit C to the Agreement. Owner agrees to accept Exhibit C-1 attached hereto, which specifically identifies the personal property and equipment to be attached to the Tower and Premises as required in Exhibit C to the Agreement.
- The monthly rents shall be increased two hundred fifty and No/100 dollars (\$250.00) for a total monthly rent of \$2,551.41. The increase shall occur on the earlier of (1) the first day of the month on which the Lessee begins installation of its Equipment at the site; or (2) one hundred eighty (180) days from the full execution of this First Amendment.
- Paragraph 5(b) is hereby revised to reflect Rent to be paid to Owner by Lessee during each Renewal Term ("RT"):

First RT: \$2,551.41

Third RT: \$3,374.25

Second RT: \$2,934.13

Fourth RT: \$3,880.39

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

Tenant:	Clearwire US LLC
4400	Carillon Point
Kir	land, WA 98033
Attn:	Site Leasing

Market: Jacksonville, FL  
Site #: FL-JCK036  
Site Name: Ponte Vedra

With a copy to: Clearwire US LLC  
4400 Carillon Point  
Kirland, WA 98033  
Attn: Legal Department

IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed on the \_\_\_\_ day of \_\_\_\_\_, 2010.

Signed, sealed and delivered in the presence of:

BOARD OF COUNTY COMMISSIONERS, ST. JOHNS COUNTY, FLORIDA

By:

\_\_\_\_\_  
Witness

(print or type name)

\_\_\_\_\_  
Michael D. Wanchick

County Administrator

Attest: \_\_\_\_\_

\_\_\_\_\_  
Witness

(print or type name)

Deputy Clerk

OWNER

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

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

\_\_\_\_\_  
Notary Public

**Legally Sufficient:**

By:

\_\_\_\_\_  
Deputy County Attorney

Date:

Market: Jacksonville, FL  
Site #: FL-JCK036  
Site Name: Ponte Vedra

Signed, sealed and delivered in the presence  
of:

CLEARWIRE US LLC,  
A NEVADA LIMITED LIABILITY COMPANY

By:

\_\_\_\_\_  
Witness

(print or type name)

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Witness

(print or type name)

**LESSEE**

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

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

\_\_\_\_\_  
Notary Public

**EXHIBIT C-1**

**DESCRIPTION OF PREMISES**

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

The Premises are described and/or depicted as follows:

**Existing Inventory:**

- One DDB Unlimited Equipment Cabinet installed in leased 7ft x 7ft ground space area.
- (3) 2' Microwave dishes.
- (3) Stellas Doradus panel antennas.
- (3) Nextnet BTS units mounted behind associated panel antennas.
- (3) 5/16" cables for panel antennas.
- (3) 1/2" lines for Microwave dishes.

**Temporary Inventory:**

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

**Final Inventory:**

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

**EXHIBIT C-1 CONTINUES ON FOLLOWING 10 PAGES**



# PONTE VEDRA SITE # FL-JCK036

**clear**  
WIRELESS, L.L.C.  
4400 CARLTON POINT  
SUITE 300  
KIRKLAND, WA 98033

PREPARED BY:  
**WALKER ENGINEERING INCORPORATED**  
8451 DUNWOODY PLACE  
SANDY SPRINGS, GA 30350  
PHONE: 770-641-7306  
FAX: 770-567-7196

**REVISIONS**

NO.	DATE	DESCRIPTION	BY
1	10/14/09	ISSUED FOR PERMITS	MMB
2	10/14/09	REVISED FOR PERMITS	MMB
3	10/14/09	REVISED FOR PERMITS	MMB
4	10/14/09	REVISED FOR PERMITS	MMB
5	10/14/09	REVISED FOR PERMITS	MMB

PROJECT LOCATION:  
**PONTE VEDRA  
FL-JCK036**  
5430 PALM VALLEY ROAD  
PONTE VEDRA, FL 32082  
ST. JOHNS COUNTY

APPROVED BY:  
WALKER P.E. #15225  
CERTEIFICATE OF AUTHORITY #27298

DATE: 10/14/09  
DRAWN BY: MMB  
CHECKED BY: STM  
DATE: 10/14/09  
JOB NO.: 0808-BARY  
JOB REV.: P-0008  
ISSUES DESCRIPTION:  
TITLE SHEET  
DRAWING NUMBER: T1

**NOTES:**  
AN EXISTING OSPREY NEST IS LOCATED ON THE TOWER

**TABLE OF CONTENTS:**

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

**SCOPE OF WORK:**  
REMOVAL OF EXISTING ANTENNA MOUNT, ANTENNAS AND ASSOCIATED EQUIPMENT. INSTALL NEW UNIVERSAL MOUNT AND NEW ANTENNAS. CAP HEADS AND ELECTRICAL AND GROUNDING DETAILS. NEW RIS ANTENNA ON EXISTING EQUIPMENT CABINET AT GROUND LEVEL. INSTALL NEW PULLBOX AT TOWER FOR INSTALLATION OF NEW RF CABLES.

**APPROVALS:**

THE FOLLOWING PARTIES HEREBY APPROVE AND ACCEPT THESE DOCUMENTS AND AUTHORIZE THE CONTRACTOR TO PROCEED WITH THE PREPARATION OF CONSTRUCTION DRAWINGS DESCRIBED HEREIN. ALL DOCUMENTS ARE SUBJECT TO REVIEW BY THE LOCAL BUILDING DEPARTMENT AND ANY IMPOSE CHANGES OR MODIFICATIONS.

CLEARWIRE P.I.M.: \_\_\_\_\_ DATE: \_\_\_\_\_  
 CLEARWIRE R.F.: \_\_\_\_\_ DATE: \_\_\_\_\_  
 CLEARWIRE CONST.: \_\_\_\_\_ DATE: \_\_\_\_\_  
 CLEARWIRE BROADCAST: \_\_\_\_\_ DATE: \_\_\_\_\_  
 SITE ACC.: \_\_\_\_\_ DATE: \_\_\_\_\_

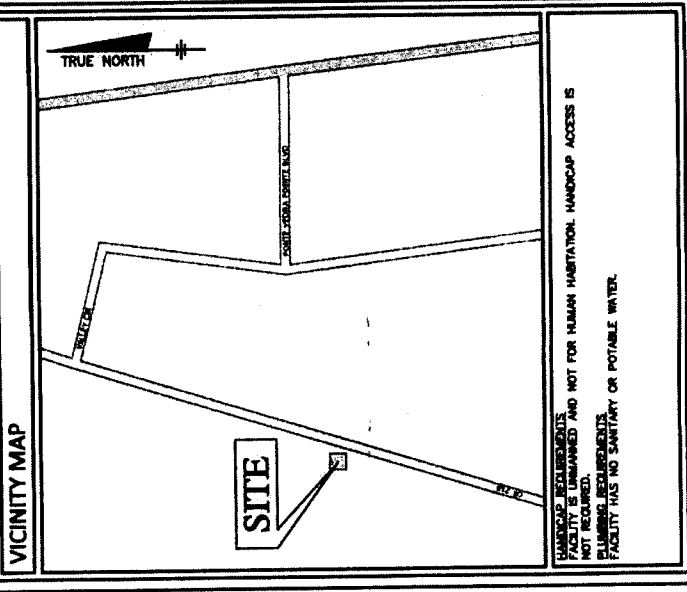
**SITE INFORMATION:**

PROPOSED USE: WIRELESS BROADBAND FACILITY  
 PROPERTY OWNER: ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS  
 JOE BURCH  
 904-823-2546  
 TAX PARCEL/APN: \_\_\_\_\_  
 TOWER OWNER: \_\_\_\_\_  
 PHONE: \_\_\_\_\_  
 SITE ADDRESS: 5430 PALM VALLEY ROAD  
 PONTE VEDRA, FL 32082  
 LATITUDE: N 30° 11' 30" (NAD 83)  
 LONGITUDE: W 81° 27' 56" (NAD 83)  
 COUNTY: ST. JOHNS  
 GROUND ELEV.: 47.8' ANSL  
 ZONING CLASSIFICATION: \_\_\_\_\_  
 ZONING: \_\_\_\_\_  
 JURISDICTION: \_\_\_\_\_  
 APPLICANT: \_\_\_\_\_  
 ENGINEER: WALKER ENGINEERING, INC  
 8451 DUNWOODY PLACE  
 SANDY SPRINGS, GA 30350  
 SCOTT HIGGINS  
 770-641-7308 EXT. 15  
 POWER CO.: JEA  
 CONTACT: CUSTOMER SERVICE  
 904-865-6000  
 TELCO CO.: AT&T  
 CONTACT: CUSTOMER SERVICE  
 877-253-0008

**CODE REQUIREMENTS:**

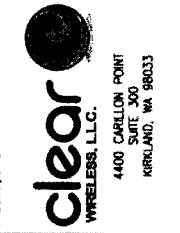
BUILDING: 2007 FLORIDA BUILDING CODE W/ 2008 SUPPLEMENTS  
 ELECTRICAL: 2008 NATIONAL ELECTRICAL CODE  
 STRUCTURAL: 2007 FLORIDA FIRE PREVENTION CODE  
 TIA-222C STRUCTURAL STANDARD FOR ANTENNA SUPPORTING STRUCTURES AND ANTENNAS

**SITE DIRECTIONS:**  
FROM 9452 PHILIPS HWY. JACKSONVILLE FL. TURN RIGHT ON PHILIPS HWY. AND CONTINUE 4.8 MILES TO 9452 PHILIPS HWY. CONTINUE 4.8 MILES TO ORANGE PARK/SR-98A N. (EXIT #377). EXIT AND CONTINUE 4.1 MILES TO BUTLER BLVD/SR-202 E. CONTINUE 1.5 MILES TO PONTE VEDRA/ST. AUGUSTINE. EXIT ONTO SR0 ST. AUGUSTINE. CONTINUE 1.5 MILES TO SR-11A S. CONTINUE 4.1 MILES TO PALM VALLEY RD. (CR-210). TURN RIGHT AND CONTINUE 4.2 MILES TO SITE LOCATED ON THE RIGHT.



ENVIRONMENTAL REQUIREMENTS:  
 FACILITY IS NOT FOR HUMAN HABITATION. HANDICAP ACCESS IS NOT REQUIRED.  
 POLLUTION REQUIREMENTS:  
 FACILITY HAS NO SANITARY OR POTABLE WATER.





PREPARED BY:  
**WALKER ENGINEERING INCORPORATED**  
 8451 DUNWOODY PLACE  
 SANDY SPRINGS, GA 30350  
 PHONE: 770-641-7306  
 FAX: 770-587-7196

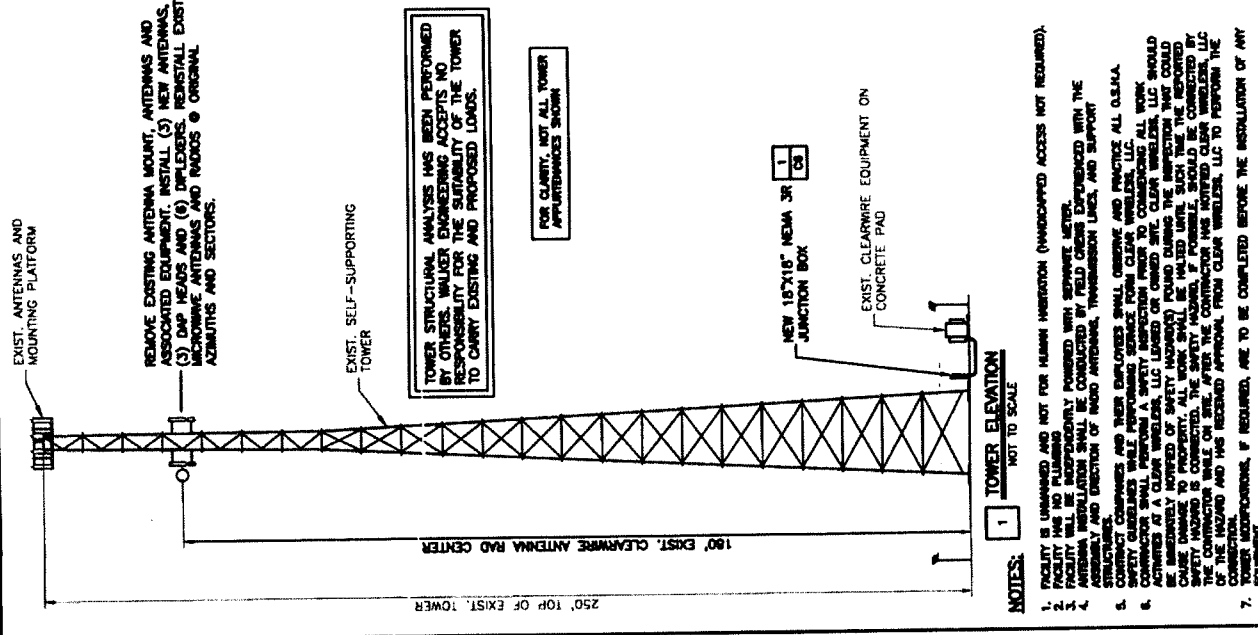
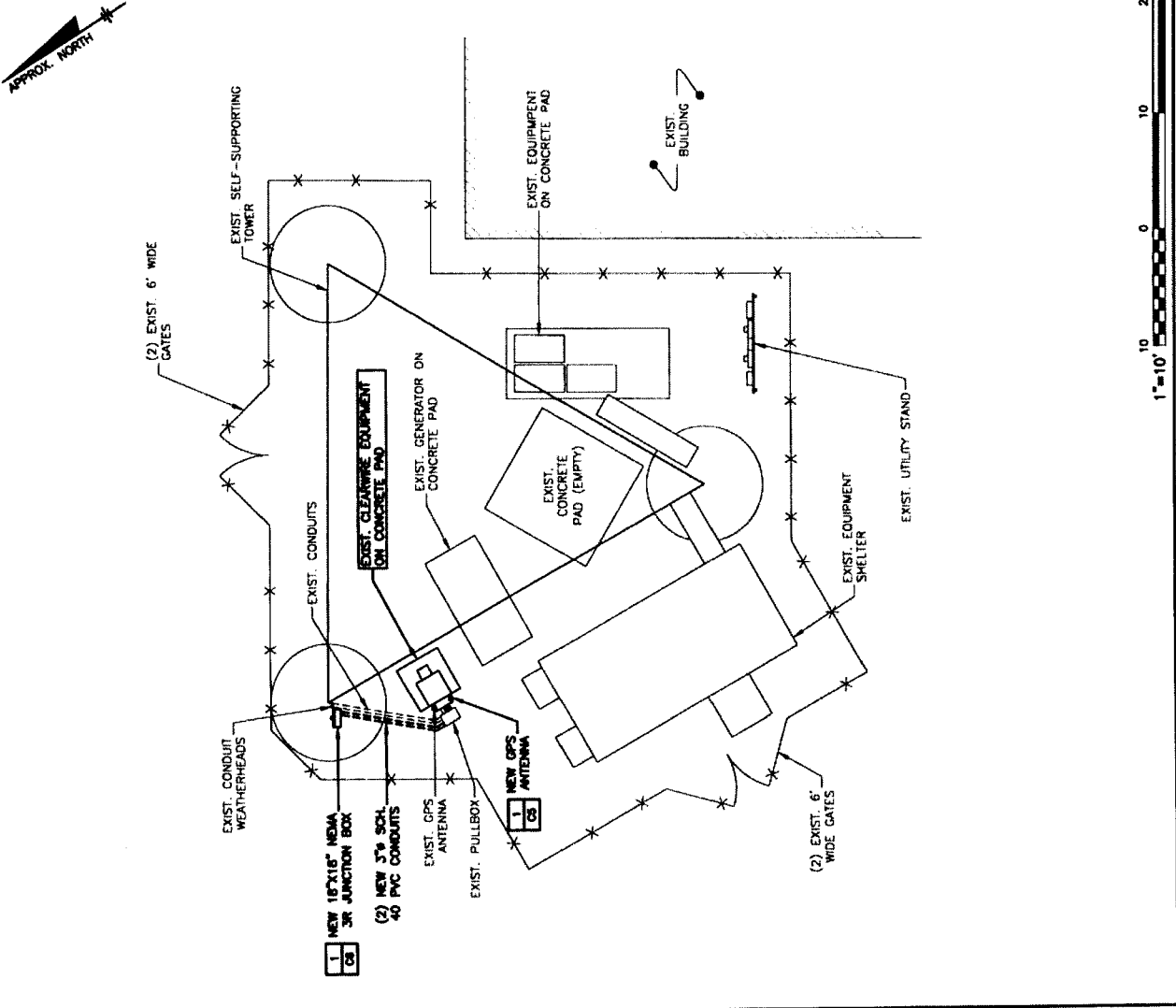
**REVISIONS**

NO.	DATE	DESCRIPTION	BY
1	04/14/03	ISSUED FOR PERMITS	WMB
2	04/14/03	ISSUED FOR PERMITS	WMB
3	04/14/03	ISSUED FOR PERMITS	WMB
4	04/14/03	ISSUED FOR PERMITS	WMB
5	04/14/03	ISSUED FOR PERMITS	WMB
6	04/14/03	ISSUED FOR PERMITS	WMB
7	04/14/03	ISSUED FOR PERMITS	WMB
8	04/14/03	ISSUED FOR PERMITS	WMB
9	04/14/03	ISSUED FOR PERMITS	WMB
10	04/14/03	ISSUED FOR PERMITS	WMB

PREPARED BY:  
**PONTE VEDRA**  
 FL-KC036  
 5430 PALM VALLEY ROAD  
 PONTE VEDRA, FL 32072  
 ST. JOHNS COUNTY

**PROJECT INFORMATION**

DATE:	04/14/03
JOB NO.:	0300-0007
DATE:	04/14/03
PROJECT NO.:	FL-00000
<b>SITE PLAN AND TOWER ELEVATION</b>	
PROJECT NO.:	C2



- NOTES:**
1. FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION (UNMANNED ACCESS NOT REQUIRED).
  2. FACILITY HAS NO FLOODING.
  3. FACILITY WILL BE UNMANNEDLY POWERED WITH SEPARATE METER.
  4. ANTENNA INSTALLATION SHALL BE CONDUCTED BY FIELD CREWS EXPERIENCED WITH THE CONSTRUCTION AND ERECTION OF RADIO ANTENNAS, TRANSMISSION LINES, AND SUPPORT STRUCTURES.
  5. CONTRACT COMPANIES AND THEIR EMPLOYEES SHALL OBSERVE AND FENOTICE ALL O.E.M.A. SAFETY GUIDELINES WHILE PERFORMING SERVICE FOR CLEAR WIRELESS, LLC.
  6. CONTRACTORS SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM ALL LOCAL, COUNTY, AND STATE AGENCIES. ALL LINES OR CHAINS ARE CLEAR WIRELESS, LLC SHOULD BE IMMEDIATELY NOTIFIED OF SAFETY HAZARDS FOUND DURING THE INSPECTION THAT COULD CAUSE DAMAGE TO PROPERTY. ALL WORK SHALL BE HALTED UNTIL SUCH TIME THE REPORTED SAFETY HAZARD IS CORRECTED. THE SAFETY HAZARD, IF PERMANENT, SHALL BE CORRECTED BY THE HAZARD AND HAS RECEIVED APPROVAL FROM CLEAR WIRELESS, LLC TO PERFORM THE CONNECTION.
  7. TOWER MODIFICATIONS, IF REQUIRED, ARE TO BE COMPLETED BEFORE THE INSTALLATION OF ANY EQUIPMENT.

TOWER STRUCTURAL ANALYSIS HAS BEEN PERFORMED BY OTHERS. WALKER ENGINEERING ACCEPTS NO RESPONSIBILITY FOR THE SUITABILITY OF THE TOWER TO CARRY EXISTING AND PROPOSED LOADS.

FOR CLARITY, NOT ALL TOWER APPOINTMENTS SHOWN

**1 TOWER ELEVATION**  
NOT TO SCALE

**clear**  
WIRELESS, L.L.C.

4400 CABELLON POINT  
SUITE 300  
KIRKLAND, WA 98033

PREPARED BY:  
**WALKER ENGINEERING INCORPORATED**

8451 DUNWOODY PLACE  
SANDY SPRINGS, GA 30350  
PHONE: 770-641-7306  
FAX: 770-567-2196

**REVISIONS**

REV#	DATE	DESCRIPTION	BY
A	11/14/04	REDESIGN FOR 4800	MSB
B	11/14/04	RE-DESIGN FOR 4800	MSB
C	11/14/04	REDESIGN FOR 4800	MSB
D	11/14/04	REDESIGN FOR 4800	MSB
E	11/14/04	REDESIGN FOR 4800	MSB

DESIGNED BY:  
**JIMMY L. WALKER, P.E. #15025**  
FL. CERTIFICATE OF AUTHORITY #27758

CONTRACTOR: **PONTE VEDRA FL-KC036**  
5430 PALM VALLEY ROAD  
PONTE VEDRA, FL 32082  
ST. JOHN'S COUNTY

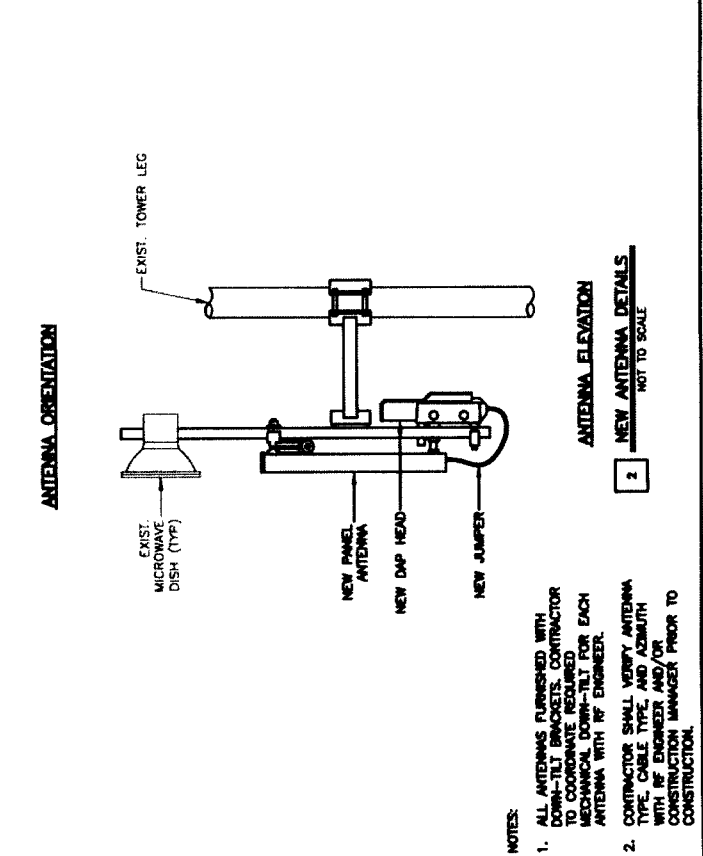
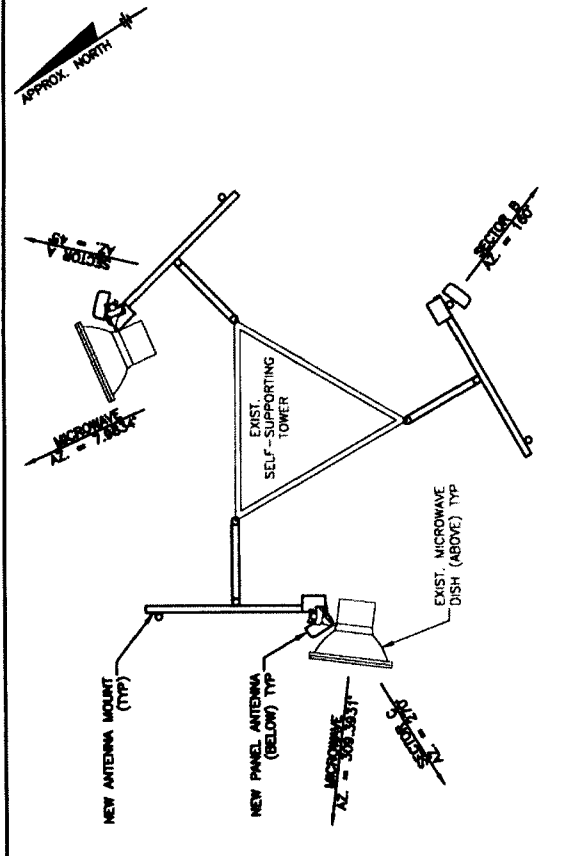
**PROJECT LOCATION**

**PONTE VEDRA FL-KC036**  
5430 PALM VALLEY ROAD  
PONTE VEDRA, FL 32082  
ST. JOHN'S COUNTY

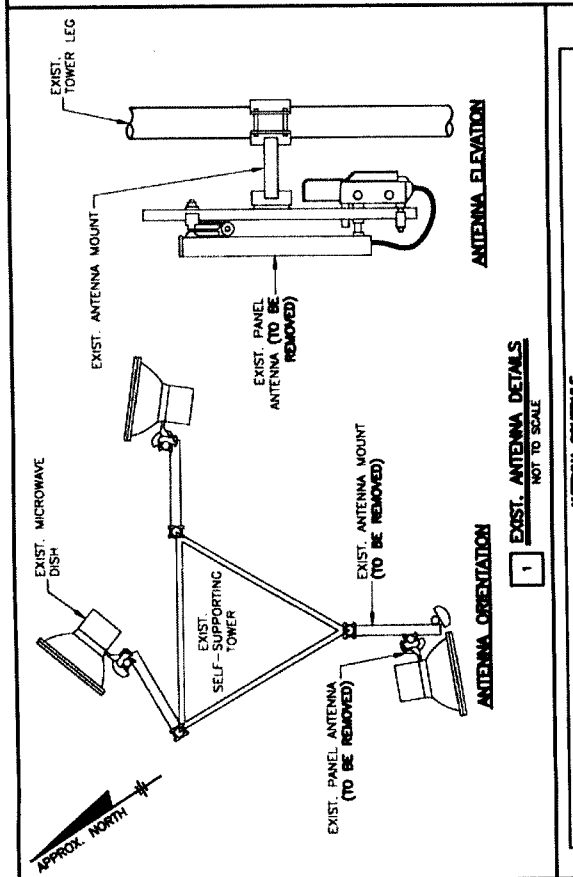
ISSUED BY:	MSB
DATE:	SEPTEMBER 14, 2004
JOB NO. 1:	0304-0437
REV. NO. 1:	01-0000
ISSUED FOR:	CONTRACTOR
ISSUED TO:	CONTRACTOR

**EXISTING AND NEW ANTENNA CONFIGURATION**

DRAWING NUMBER: **C-3**



- NOTES:**
- ALL ANTENNAS FURNISHED WITH DOWN-TILT BRACKETS WITH ADJUSTABLE DOWN-TILT MECHANICAL DOWN-TILT FOR EACH ANTENNA WITH RF ENGINEER.
  - CONTRACTOR SHALL VERIFY ANTENNA TYPE, CABLE TYPE, AND AZIMUTH WITH RF ENGINEER AND/OR CONSTRUCTION MANAGER PRIOR TO CONSTRUCTION.



**ANTENNA SCHEDULE**

EQUIPMENT	TOTAL	ANTENNA TYPE (MODEL #)	RFD CENTER	AZIMUTH	ELECTRICAL DOWN-TILT	MECHANICAL DOWN-TILT	DESCRIPTIONS
PANEL ANTENNA SECTOR A	1	PRO-17-K0W2-4M	180'	45°	-2°	0°	
PANEL ANTENNA SECTOR B	1	PRO-17-K0W2-4M	180'	180°	-2°	0°	
PANEL ANTENNA SECTOR C	1	PRO-17-K0W2-4M	180'	270°	-2°	0°	
MICROWAVE DISH SECTOR A	1	EXISTING		7.9834°			
MICROWAVE DISH SECTOR B	1	EXISTING		300.3031°			
MICROWAVE DISH SECTOR C	1						
PANEL BTS	3	MOTOROLA DAP V4					
GPS	1	COOPERSTACZONIS					
FEDLINE TYPE	N/A						
FEDLINE LENGTH	N/A						

- NOTES:**
- ALL WIREMANS ON THE ABOVE TABLE SHALL BE PROVIDED BY THE OWNER TO THE SUBCONTRACTOR FOR INSTALLATION.
  - SUBCONTRACTOR SHALL PROVIDE AS-BUILT CABLE LENGTHS AND PROVIDE ANTENNA SERIAL NUMBERS ON RED-LINED DIMENSIONS.
  - ANTENNAS SHALL BE PROVIDED AND INSTALLED WITH DOWN-TILT BRACKETS AND HEAVY DUTY CLAMPS SUPPLIED BY ANTENNA MANUFACTURER.
  - COLOR CODE COAXIAL CABLES FOR CLEARANCE STANDARDS.
  - GPS CABLE TO BE ROUTED THROUGH EACH BTS UNIT.
  - VERIFY ALL PANEL AND DISH ANTENNA MODELS AND AZIMUTHS WITH CM AND RF PRIOR TO CONSTRUCTION.
  - CONAXIAL CABLE PROVIDED BY CONTRACTOR SHALL BE IN ACCORDANCE WITH GUIDELINES PROVIDED IN BIDDER'S SCOPE OF WORK.
  - NEW CABLES TO BE ROUTED UNDERGROUND IN 3" DIA. HD PVC TO NEW 18"X18" JUNCTION BOX ABOVE GROUND AT TOWER. ROUTE CABLE FROM JUNCTION BOX IN SAME DIRECTION UP THE TOWER.

1 EXIST. ANTENNA DETAILS NOT TO SCALE

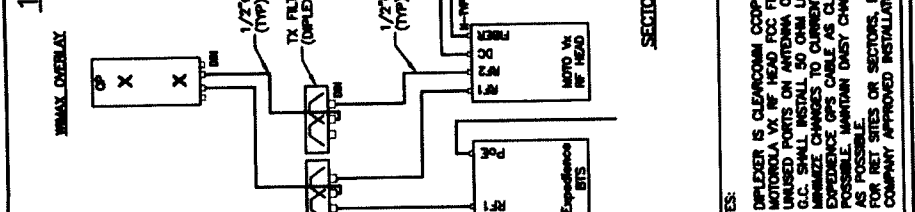
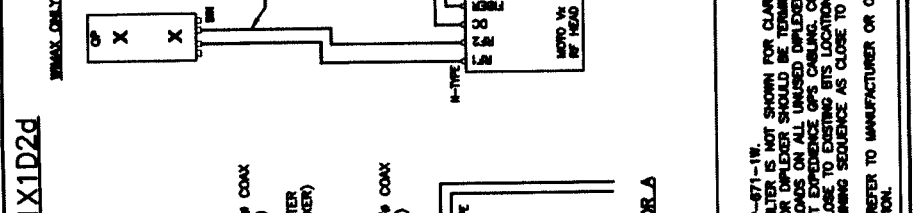
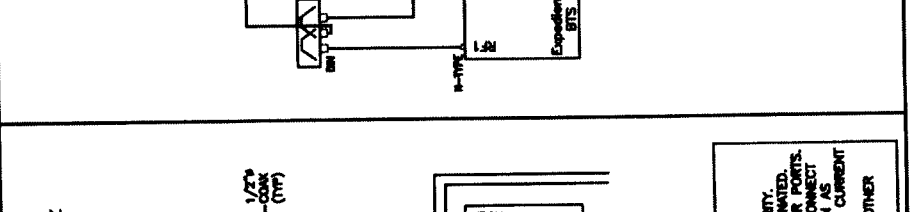
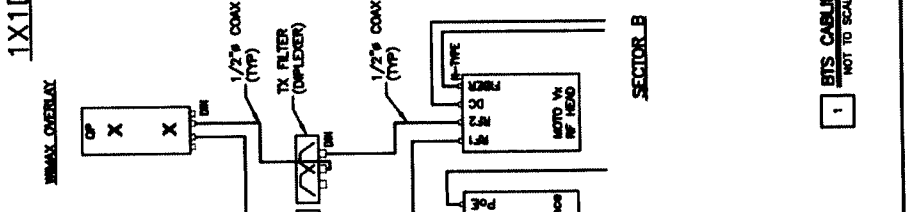
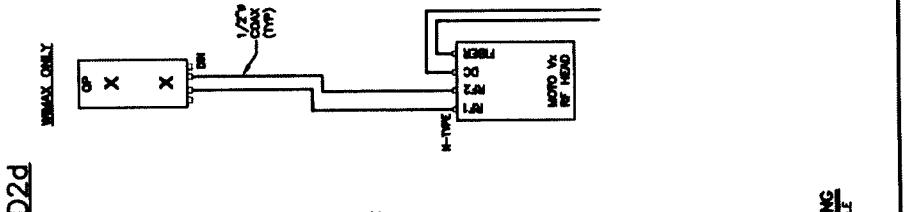
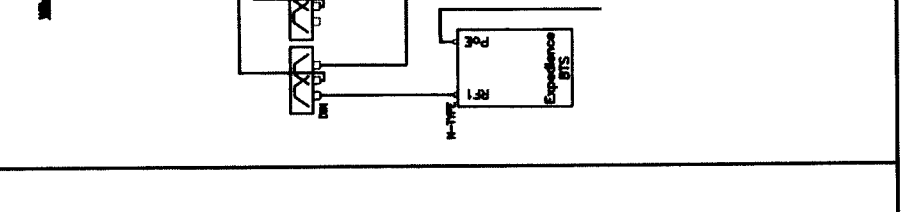
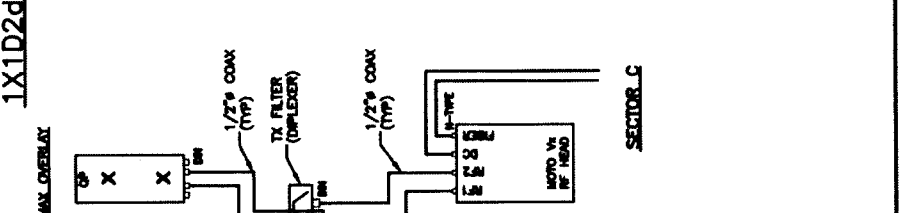
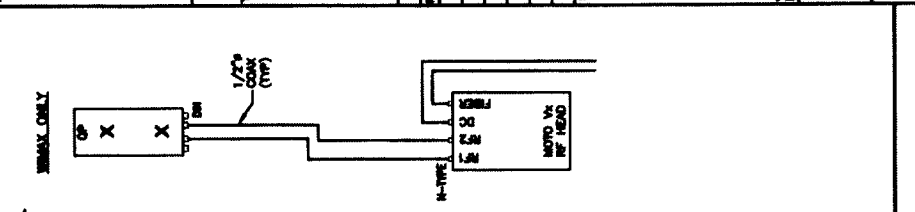
2 NEW ANTENNA DETAILS NOT TO SCALE

REV	DATE	DESCRIPTION	BY
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B	10/14/10	REVISED FOR	WMB
C	10/14/10	REVISED FOR	WMB
D	10/14/10	REVISED FOR	WMB
E	10/14/10	REVISED FOR	WMB
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X	10/14/10	REVISED FOR	WMB
Y	10/14/10	REVISED FOR	WMB
Z	10/14/10	REVISED FOR	WMB

PROJECT LOCATION:  
**PONTE VEDRA**  
FL-CK036  
8451 DUNWOODY PLACE  
SUITE 300  
KIRKLAND, WA 98033  
ST. JOHNS COUNTY

CONTRACTOR: WALKER ENGINEERING, INC. 8451 DUNWOODY PLACE, SUITE 300, SANDY SPRINGS, GA 30350  
DATE: 10/14/10  
PROJECT NO.: W-10-000-0000  
DRAWING NO.: 10-000-0000

DATE	DESCRIPTION
10/14/10	ISSUED FOR PERMIT
10/14/10	ISSUED FOR CONSTRUCTION
10/14/10	ISSUED FOR AS-BUILT
10/14/10	ISSUED FOR FINAL
10/14/10	ISSUED FOR RECORD
10/14/10	ISSUED FOR ARCHIVE
10/14/10	ISSUED FOR DESTRUCTION



**1**  
BITS CABLING  
NOT TO SCALE

**GENERAL NOTES:**

1. OBTAIN PERMITS AND ANY FEES RELATED TO ELECTRICAL WORK PERFORMED ON THIS PROJECT. DELIVER COPIES OF ALL PERMITS TO CLEAR WIRELESS, LLC.
2. SCHEDULE AND ATEND INSPECTIONS RELATED TO ELECTRICAL WORK REQUIRED BY JURISDICTION HAVING AUTHORITY, CORRECT AND PAY FOR ANY WORK REQUIRED TO PASS ANY FIELD INSPECTION.
3. RELEVANT AS-BUILTS ARE TO BE DELIVERED TO CLEAR WIRELESS, LLC REPRESENTATIVE.
4. PROVIDE TWO COPIES OF OPERATION AND MAINTENANCE MANUALS IN THREE-INCH BINDER, AS SHOWN ON THESE DRAWINGS.
5. FURNISH AND INSTALL THE COMPLETE ELECTRICAL SYSTEM, TELLER SYSTEM, AND THE GROUNDING SYSTEM AS SHOWN ON THESE DRAWINGS.
6. ALL WORK SHALL BE PERFORMED IN STRICT ACCORDANCE WITH ALL APPLICABLE BUILDING CODES AND LOCAL ORDINANCES, REBUILT IN A NEAT MANNER AND SHALL BE SUBJECT TO APPROVAL BY CLEAR WIRELESS, LLC REPRESENTATIVE.
7. CONDUCT A PRE-CONSTRUCTION SITE VISIT AND VERIFY EXISTING SITE CONDITIONS AFFECTING THIS WORK. REPORT ANY DISCREPANCIES OR DISCREPANCIES FOR CLARIFICATION PRIOR TO THE START OF CONSTRUCTION.
8. PROTECT ADJACENT STRUCTURES AND FINISHES FROM DAMAGE. REPAIR TO ORIGINAL CONDITION ANY DAMAGED AREA.

9. REMOVE DEBRIS ON A DAILY BASIS. DEBRIS NOT REMOVED IN A TIMELY MANNER WILL BE REMOVED BY OTHERS AND THE RESPONSIBLE SUBCONTRACTOR SHALL BE CHARGED ACCORDINGLY. REMOVAL OF DEBRIS SHALL BE COORDINATED WITH THE SITE OWNERS REPRESENTATIVE. DEBRIS SHALL BE REMOVED FROM THE PROPERTY AND DISPOSED OF LEGALLY. USE OF THE PROPERTY'S DUMPSTER IS PROHIBITED.

10. CONTRACTOR TO CONFIRM AVAILABLE CAPACITY OF EXISTING UTILITY FEEDERS, AND AVOID EXCESSIVE OF SERVICE SIZE AND FULL CURRENT LEVEL.

11. IF FEEDER DOES NOT HAVE SUFFICIENT CAPACITY, CONDUCTORS TO BE RATED TO EXISTING CONDITIONS TO MAINTAIN EXISTING CONDITIONS. THE CONTRACTOR SHALL PROVIDE NEW SERVICE AND/OR UPGRADE SERVICE FEEDERS AND EQUIPMENT/ELECTRICAL GROUNDING CONDUCTORS SIZE ACCORDINGLY.

12. CONTRACTOR SHALL VERIFY SEPARATION DIMENSION BETWEEN POWER COMPANY ELECTRICAL CONDUITS AND UTILITY GAS PIPES AS PER UTILITY COMPANY: LOCAL CODES, NEC, NFPA, AND GAS TANK MANUFACTURER'S.

13. CONTRACTOR SHALL VERIFY THAT THE TOTAL NUMBER OF SERVICE ENTRANCE DISCONNECTS IN THE EXISTING UTILITY COMPANY FEEDER, MUST NOT EXCEED 60. IF THE NEW SERVICE LOADS EXCEEDS THIS VALUE, CONTRACTOR MUST CONSULT EXISTING AND INDICATED SERVICE LATERAL SET FOR THE NEW LOAD ASSES TO THE COMPOUND AS PER NEC ARTICLE 230-309.

14. THE EQUIPMENT/PROTECTORS MUST BE RATED FOR STANDARD AC WIRE HENNER THAN INCLUDING EQUIPMENT AND/OR UTILITY COMPANY AC WIRE.

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APPENDIX/NUMBER



4400 CARLTON PORT  
SUITE 300  
KIRKLAND, WA 98033

PREPARED BY:  
**WALKER ENGINEERING INCORPORATED**  
8451 DUNWOODY PLACE  
SANDY SPRINGS, GA 30350  
PHONE: 770-941-7306  
FAX: 770-967-2196

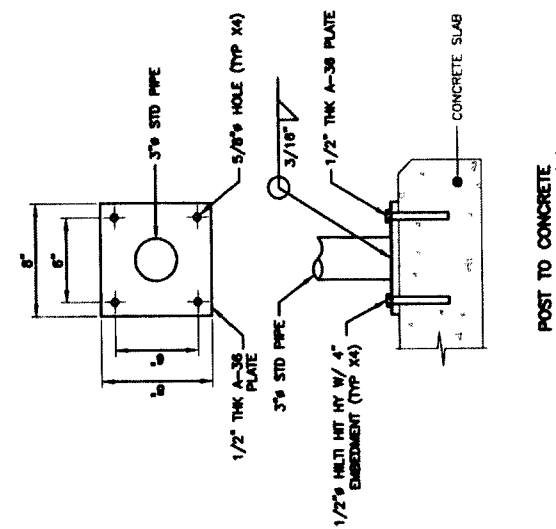
REV	DATE	DESCRIPTION	BY
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B	04/14/04	RE-DESIGNED FOR PERMITS	WMS
C	04/14/04	FOR CONSTRUCTION	WMS
D	04/14/04	FOR CONSTRUCTION	WMS

DESIGNED BY:  
**PONTE VEDRA**  
FL-JCK036  
5430 PALM VALLEY ROAD  
PONTE VEDRA, FL 32082  
ST. JOHNS COUNTY

PROJECT DESIGNER  
**PONTE VEDRA**  
FL-JCK036  
5430 PALM VALLEY ROAD  
PONTE VEDRA, FL 32082  
ST. JOHNS COUNTY

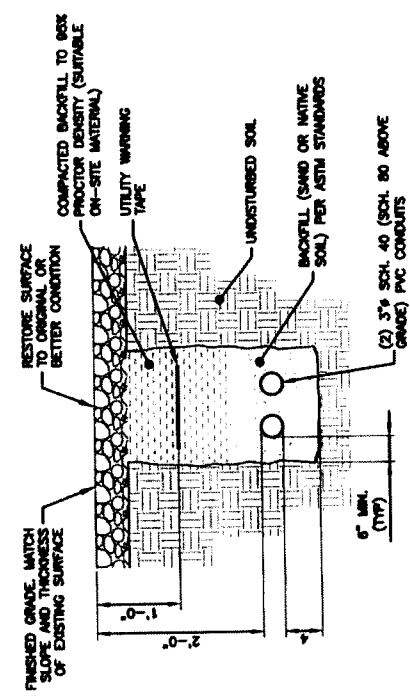
DATE	04/14/04
DESIGNED BY	WMS
CHECKED BY	SPH
DATE	07/26/04
DESIGNED BY	WMS
CHECKED BY	SPH
DATE	08/11/04
DESIGNED BY	WMS
CHECKED BY	SPH

SITE DETAILS  
DRAWING NUMBER: C6



1 JUNCTION BOX DETAIL  
NOT TO SCALE

2 POST TO CONCRETE CONNECTION (IF REQ'D)  
NOT TO SCALE



3 ANTENNA CABLE TRENCH DETAIL  
NOT TO SCALE





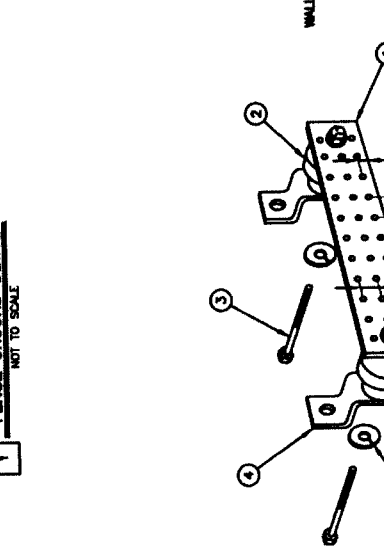
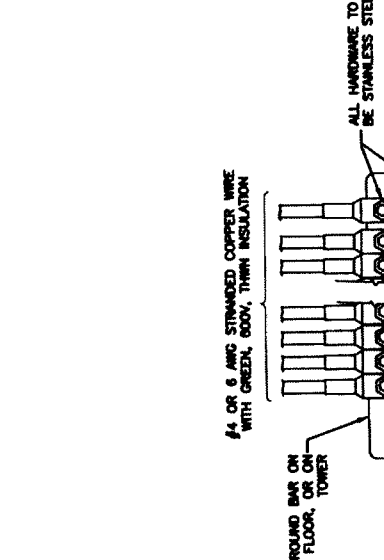
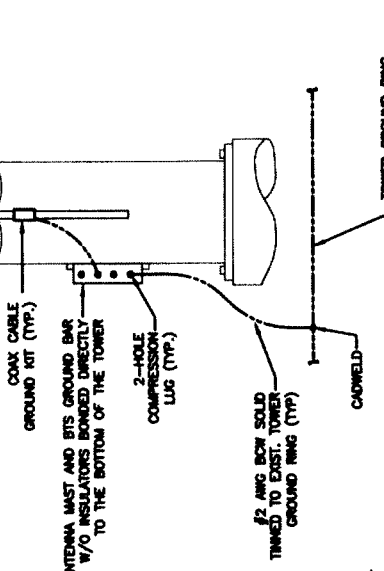
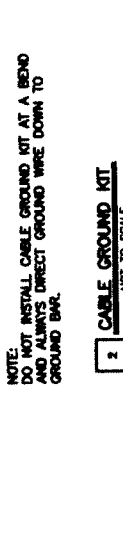
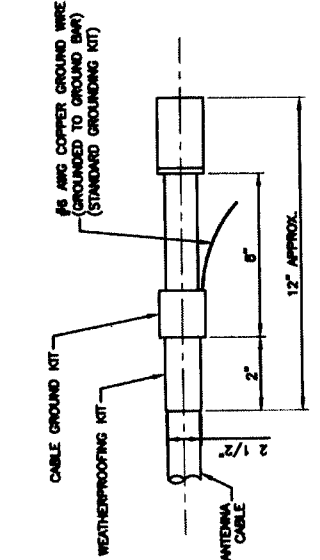
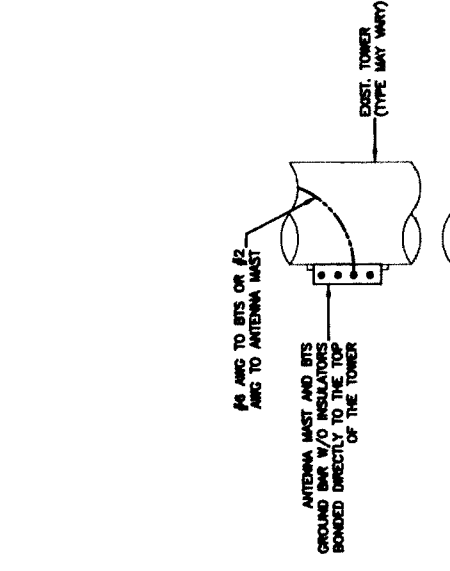
REVISIONS

NO.	DATE	DESCRIPTION	BY
A	10/14/04	ISSUE	WLB
B	10/14/04	REVISED FOR	WLB
C	10/14/04	REVISED FOR	WLB
D	10/14/04	REVISED FOR	WLB
E	10/14/04	CONSTRUCTION	WLB

PROJECT NUMBER: PONTA VEDRA  
FL-JCK036  
5430 PALM VALLEY ROAD  
PONTA VEDRA, FL 33062  
ST. JOHNS COUNTY

DESIGNED BY: WLB  
CHECKED BY: WLB  
DATE: SEPTEMBER 16, 2004  
JOB NO.: 036-0487  
SITE NO.: PV-0368  
DRAWING DESCRIPTION: GROUNDING DETAILS

PREPARED BY: E3



LEGEND:

- COPPER GROUND BAR, 1/4" X 4" X 20", NEWTON INSTRUMENT CO. (CAT. # 3015-8, 8-8142), HOLE CENTERS TO MATCH NEMA DOUBLE LUG CONFIGURATION.
- INSULATOR, NEWTON INSTRUMENT CO. (CAT. # 3081-4)
- 5/8" LOCKWASHERS, NEWTON INSTRUMENT CO. (CAT. # 3015-8)
- WALL MOUNTING BRACKET, NEWTON INSTRUMENT CO. (CAT. # A-8066)
- 5/8-11 X 1" H.H.C.S. BOLTS, NEWTON INSTRUMENT CO. (CAT. # 3012-1)

NOTE: NUMBER OF GROUNDING BARS MAY VARY DEPENDING ON THE TYPE OF TOWER, ANTENNA LOCATIONS AND CONNECTION ORIENTATION. PROVIDE AS REQUIRED.

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