

1152

**INDIAN RIVER COUNTY, FLORIDA
AGENDA ITEM**

Date: Thursday, April 21, 2005

To: Joseph A. Baird, County Administrator

Thru: W. Erik Olson, Director of Utility Services

Prepared By: Steven J. Doyle, P.E., Assistant Director of Utilities

Subject: License Agreement(s) with Metro PCS for placing cellular equipment & occupying space at the Kings Highway and Gifford Elevated Water Tank Sites.

BACKGROUND:

Metro PCS Wireless has been in negotiation with Staff for several months concerning the use of the Kings Highway Elevated Water Storage Tank, located just west of 58th Avenue along College Lane, and the Gifford Elevated Water Tank on 28th Court. Metro PCS cellular coverage in this area is weak and in an effort to improve service, Metro PCS has requested permission to install antennas on the elevated water tanks.

ANALYSIS:

The proposed license agreements negotiated with Metro PCS provide a source of revenue for Indian River County. The County has other wireless cellular carriers (PrimeCo, T-Mobil, Cingular) that utilize the elevated water storage tanks as support structures for their antennas. The proposed agreements generally duplicate the existing agreements with other carriers. The Agreements allow for the installation of antennas and equipment enclosures at both elevated tanks. Several carriers utilize the elevated water tanks for communications and there has not been any negative impact to the operations of Utilities because of their presence. Staff, by these agreements, is proposing a similar arrangement with Metro PCS.

The proposed agreements with Metro PCS are for a five (5) year term with three (3) subsequent automatic five-year renewals that equate to a maximum period of 20-years. The initial annual license fee (revenue) proposed for Metro PCS is \$20,000.00 to match the annual rate currently in place with the other carriers. An annual escalation cost of 4% has also been incorporated into the Agreements, again duplicating the other Agreements.

RECOMMENDATION:

The staff of Utility Services Department recommends that the Board of County Commissioners approve the following:

- a) Approve the use of the Kings Highway and Gifford Elevated Water Tank sites for the placement of antennas and other wireless communication equipment (enclosures).
- b) Authorize the Chairman to endorse the *Elevated Water Tank Space License Agreements* between Indian River County and Metro PCS Wireless.




ATTACHMENT:

- a) *Elevated Water Tank Space License Agreements* (2) Between Indian River County & Metro PCS.

APPROVED FOR AGENDA:

By: Joseph A. Baird
Joseph A. Baird, County Administrator

For: May 3, 2005
Date

Indian River Co.	Approved	Date
Administration		4/22/05
Utilities		4/22/05
Budget		4/26/05
Legal		
Risk Manager		

**ELEVATED WATER TANK SPACE LICENSE AGREEMENT between
INDIAN RIVER COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF
FLORIDA
AND
METROPCS CALIFORNIA/FLORIDA, INC. PCS SITE AGREEMENT**

site # FL036

This Elevated Water Tank Space License Agreement ("Agreement") is entered into this 16th day of March, 2005, between Indian River County, a political subdivision of the State of Florida, whose address is 1840 25th Street, Vero Beach, FL 32960 (hereinafter "The County"), and MetroPCS California/Florida, Inc., (hereinafter MetroPCS or Licensee), and its affiliates, successors and assigns, having an address at 1401 NW 136th Avenue, Suite 304, Sunrise, FL 33323.

1. LOCATION.

The County is the owner of a parcel of land (the "Land") and a steel elevated water storage tank, (the "Elevated Tank"), identified as Kings Highway Water Tank, located at 1805 58th Avenue (College Lane West of 58th Avenue) in Indian River County, Florida. (The Elevated Tank and the Land are collectively, the "Property"). The property is more particularly described in Exhibit "A" annexed hereto. County hereby grants to MetroPCS, a non-exclusive license to enter upon the Land, and use space for the mounting of various antennas and associated equipment, including, but not limited to coaxial cables and supports on the exterior of the Elevated Tank and ground space for its equipment, together with permission for access and to provide utilities (collectively, the "Premises") as described in Exhibit "B" attached hereto.

2. USE.

The Premises may be used by Licensee solely for installation, operation, and maintenance of a communications facility and uses incidental thereto, as determined by Licensee, now or in the future to meet Licensee's telecommunications needs on the exterior of the Elevated Tank and ground space for equipment on approximately two hundred square feet (200 sq. ft.), and Licensor acknowledges that Licensee will run flexible coaxial transmissions lines between the various antennas on the Elevated Tank and the radio equipment located on the ground, in accordance with all applicable laws, ordinances, and administrative regulations, and in accordance with the construction plans attached hereto as Exhibit "C". Licensor agrees to cooperate reasonably with Licensee, at Licensee's sole expense, in making application for and obtaining all licenses, permits and other necessary approvals that may be required for Licensee's above-described use of the Premises.

3. TESTS AND CONSTRUCTION.

Following the full execution of this Agreement and Licensee's provision of proof of required insurance, and following notice to Licensor's Utility Services Director or his designee, enter upon the Premises for the purpose of making appropriate engineering and boundary surveys, structurals, environmental or other inspections, and constructing the Licensee Facilities at any reasonable time during the County's regular business hours, (as defined in Paragraph 4(a) below).

4. ANTENNA INSTALLATION.

(a) MetroPCS may install, operate, and maintain on the Premises, wireless antenna systems and associated equipment, to be mounted on the Elevated Tank, and equipment on the ground and flexible coaxial transmission lines between the antennas on the Elevated Tank and the radio equipment located in the ground space ("MetroPCS Facilities), as more fully described in Exhibit "D". In connection therewith, MetroPCS may install up to Nine (9) panel type antennas, each with dimensions no larger than 2' x 8'. All of MetroPCS's construction and installation work shall be performed at their sole cost and expense, and in a good and workmanlike manner. Provided that MetroPCS is not in default under any covenant or agreement contained in this Agreement, they may remove all their Facilities at their sole expense, on or before the expiration or earlier termination of the Agreement. At the County's option, MetroPCS shall repair or pay for any damage to the premises, or to the property, caused by the removal of the MetroPCS Facilities.

(b) MetroPCS shall pay for the electricity it consumes in its operations. They shall obtain separate utility service, and install a separate meter from any utility company that will provide service to the Property. (Including any standby power generator for their exclusive use). The County agrees to sign such documents or easements as may reasonably be required by said utility companies to provide such service to the Premises, including the grant to MetroPCS, or to the servicing utility company, at no cost to MetroPCS, of a non-exclusive easement in, over, across, or through the Land as reasonably required by such servicing utility company to provide utility services as provided herein.

(c) MetroPCS, its employees, agents, and subcontractors may reasonably access the Premises for installation, repair, or maintenance of MetroPCS Facilities 24-hours a day, 7-days a week, following notice to the County's Utility Services Director, or his designee. In the event of an emergency, MetroPCS, or its authorized agent(s), may access the Premises without prior notice but MetroPCS agrees to give notice to the County's Utility Services Director within twenty-four hours of such access. The County grants to MetroPCS, and its agents, employees, and contractors, a non-exclusive right and license for pedestrian and vehicular ingress and egress across that portion of the Land described in Exhibit "B".

(d) The County shall maintain all access roadways from the nearest public roadway to the Premises as customarily maintained for the County's ordinary use. The County shall be responsible for maintaining and repairing such roadway, at its sole expense, except for any damage caused by MetroPCS use of such roadways, the repairs of which shall be paid by MetroPCS.

(e) Before commencing operation of the MetroPCS Facilities, they shall provide to the County, certification by a professional engineer licensed in the State of Florida, that the design and installation of the MetroPCS Facilities meet or exceed AWWA standard D100 and all applicable building codes.

(f) Upon completion of the Facilities, MetroPCS shall provide to the County as-built drawings of the Facilities showing the location and details of the MetroPCS Facilities. MetroPCS shall be solely responsible for obtaining all federal, state, and county approvals; licenses, certificates, and permits, including an Indian River Utility Construction Permit, for the construction, operation, and maintenance of MetroPCS Facilities.

(g) MetroPCS covenants and agrees that the Facilities and the installation, operation, and maintenance of, shall not damage or impair the strength of the Elevated Tank nor the accessories thereto, nor will any other of their equipment interfere with the County's use of the Elevated Tank. MetroPCS, after receipt of written documentation, will be responsible for cost of repair for any damage caused by MetroPCS, or by its agents, employees or invitees to the Elevated Tank, or its accessories, or to any other Licensee's equipment.

(h) MetroPCS shall equip the Facilities with hurricane protection, lightning protection, and power surge protection.

(i) In the event MetroPCS needs to install utility services underground on the Property, Licensee shall submit to Licensor for approval or disapproval construction plans showing the location and path of any proposed trench or other excavation prior to the commencement of any work. Licensee shall be responsible for obtaining all necessary permits, and shall perform any trenching or excavation in a proper, workmanlike manner to prevent any interference with Licensor's or any other Licensee's property or equipment or use of the Property.

5. TERMS OF AGREEMENT

The initial terms of this Agreement shall be five (5) years commencing at the full execution of this Agreement. The Agreement shall terminate on the day preceding the fifth anniversary of the Commencement Date, unless otherwise terminated as provided herein. In the event that the Licensee is not in default in the performance of any term or condition of the Agreement, MetroPCS shall have the option to renew this Agreement for up to three (3) successive, five (5) year terms under the same terms and conditions as set forth herein, or except as otherwise agreed to by both parties. Each option for renewal shall be deemed automatically exercised with notice by MetroPCS, to The County, unless Licensee provides written notice of intent not to renew to The County at least six (6) months prior to expiration of the current term.

6. LICENSE FEE

- a) Beginning on the commencement date, , MetroPCS shall pay to The County, an annual license fee of TWENTY THOUSAND AND 00/100 DOLLARS, (\$20,000.00), to be paid in equal monthly installments of ONE THOUSAND SIX HUNDRED SIXTY SIX, and 67/100 DOLLARS, (\$1,666.67), to be paid on the first of the month starting from execution of these documents, without deduction or offset, at such place or places as may be designated, in writing, by The County at least thirty (30) days in advance of any payment date. MetroPCS shall pay all prevailing Florida sales taxes, if applicable, tangible property taxes associated with the Licensee's facilities, and intangible property taxes, as may be applicable.
- b) The license fee shall increase annually by four (4%) percent over the license fee for the previous year. Such increase shall occur on October 1st of every year, at the beginning of The County's fiscal year.
- c) Licensee shall have the right, at its sole discretion and expense, to use a direct deposit

system with regard to rent payments. The County agrees to cooperate with Licensee in providing requisite information for such direct deposit.

7. SECURITY DEPOSIT.

This section intentionally left blank and has been removed in its entirety.

8. TERMINATION BY LICENSOR.

(a) The County reserves the right to terminate this Agreement upon one hundred eighty (180) days prior written notice, if Premises are needed for the use of The County. The County may not terminate Licensee for the purpose of substituting a new or different licensee.

(b) If MetroPCS defaults under any of the conditions set forth herein, the County shall have the right to terminate this Agreement upon thirty (30) days written notice to MetroPCS. The occurrence of any one or more of the following events *inter alia* shall constitute an "Event of Default" hereunder by Licensee:

- i. The failure by MetroPCS to make any payment of license fees or any other payment required to be made by The County hereunder, as and when due, where such failure shall continue for a period of 30 days after receipt of written notice thereof by MetroPCS.
- ii The failure by MetroPCS to observe or perform any of the covenants or provisions of this Agreement to be observed or performed by MetroPCS, where such failure shall continue for a period of 30 days after receipt of written notice by MetroPCS; provided, however, that it shall not be deemed an Event of Default by MetroPCS if they shall commence to cure such failure within said 30 days, and thereafter diligently cure the default within 60 days, unless written extension is granted by The County.
- iii MetroPCS uses the Premises or the Property for any unauthorized or illegal purpose.
- iv MetroPCS uses the Property for other than the use permitted by this Agreement.
- v The MetroPCS, or its employee's or agent's acts or omissions damages the Property or harms the environment and MetroPCS, after written notice from County, has not repaired any damage or cured any failure within thirty (30) days after receipt of written notice by MetroPCS; provided, however, that it shall not be deemed an Event of Default by Licensee if they shall commence to cure such failure within said 30 days and thereafter diligently cures the default within 60 days. Licensor may grant further written extensions in its sole discretion.

If there occurs an Event of Default by MetroPCS, in addition to any other remedies available to County at law or in equity, if Licensee has not cured any failure within thirty (30) days after receipt of written notice by MetroPCS, provided, however, that it shall not be deemed an Event of Default by Licensee if MetroPCS shall commence to cure such failure within said thirty (30) days and thereafter diligently cures the default within sixty (60) days, County shall have the option to terminate immediately this Agreement, and all rights of MetroPCS hereunder, unless written extension is granted by County

(c) County shall have the right to terminate this Agreement upon sixty (60) days' written notice if:

- i. MetroPCS defaults hereunder as described in paragraph 8; or
- ii. The Elevated Tank is wholly or partially destroyed by any cause, and County decides not to repair the Elevated Tank.

9. TERMINATION BY METROPCS:

The Licensee may terminate this Agreement upon sixty (60) days' prior written notice as follows:

(a) If MetroPCS, exercising due diligence, after appropriate applications, is unable to obtain all necessary governmental approvals for their intended use of, and improvements to the Premises as set forth in this agreement; or

(b) If MetroPCS's application for any governmental approvals necessary for their use of the Premises and improvements contemplated by this agreement is denied; or

(c) If any governmental approvals necessary for MetroPCS's use of the Premises and/or improvements to the Premises are canceled or are otherwise withdrawn, terminated, or denied so that Licensee will no longer be able to use the Premises for the use contemplated by this agreement; or

(d) If MetroPCS is unable to utilize the Premises due to an action by the Federal Communications Commission ("FCC");

(e) If County defaults on any covenant or term of this Agreement, which default is not cured within sixty (60) days of receipt of written notice of default;

(f) For any reason or no reason, provided MetroPCS delivers written notice of early termination to Licensor no later than thirty (30) days prior to the Commencement Date;

(g) If MetroPCS determines that the Premises are not appropriate for its operations for economic or technological reasons, including, without limitation, signal interference; or

(h) The Elevated Tank is wholly or substantially destroyed from any cause and Licensor decides not to repair said Elevated Tank.

(i) Any termination notice rendered by MetroPCS pursuant to this paragraph shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement, if any.

10. TAXES.

If personal property taxes are assessed, MetroPCS shall pay any portion of such taxes attributable to the Facilities. MetroPCS shall pay any real property taxes and assessments attributable to their

occupancy and use of the Premises.

11. ASSIGNMENT AND SUBLEASING.

This Agreement may be sold, assigned or transferred at any time by MetroPCS to their parent company or any affiliate or subsidiary of MetroPCS or its parent company or to any entity with or into which MetroPCS is merged or consolidated, or to any entity resulting from a reorganization of Licensee or its parent company. However, MetroPCS shall not assign, or otherwise transfer, all or any part of its interest in this Agreement, or in the Premises, to a third party without the prior written consent of County. MetroPCS shall not sublease or sublicense the premises. This Agreement shall be binding upon the respective parties, their assigns, and successors. From and after the date the Agreement has been sold, assigned or transferred by Licensee to an approved third party agreeing to be subject to the terms hereof, MetroPCS shall immediately be released from any and all liability under this Agreement, including the payment of any rental or other sums due, without any further action.

12. AS IS.

MetroPCS takes the facilities as is, and County does not warrant that the facility is sufficient for the use intended by said Licensee. Notwithstanding the foregoing, County warrants that there are no deeds to secure debt, mortgages, liens, recorded agreements or judgments encumbering the Property and no restrictive covenants, or other encumbrances on the title to the Property that would prevent MetroPCS from using the Premises for the uses intended by them as set forth in this Agreement. County further agrees and warrants that it shall provide and be responsible for maintenance and repairs to the Elevated Tank, and to preserve the Elevated Tank in good order and condition. County shall maintain all common areas on the Property.

MetroPCS may, as needed, make upgrades, maintain or replace damaged or broken equipment without County's written approval.

County may allow MetroPCS to modify or make substantial changes the facility to make the facility usable by Licensee. Such modification is subject to County's prior written approval, which shall not be unreasonably withheld. All modifications, which are approved by County, shall be made at the sole expense of MetroPCS.

13. COUNTY' S ADDITIONAL DUTIES

(a) County understands and agrees that the continuity of MetroPCS's services is of paramount importance to them. County shall at all times exercise the highest standard of care and judgment to prevent damage to said services. County will cause any subsequent licensees to verify, by frequency search, that its signal will not interfere with any licensee's signal. In the event any of Licensor's other licensees' signals causes material interference with Licensee, County will exercise its best efforts to promptly and diligently resolve such problems after notice by Licensee to County. In the event that material interference continues for a period of forty-eight (48) hours after Licensee sends written notice, Licensee shall so notify County in writing, and County shall cause the interfering operation to cease, except for brief tests which are necessary to determine the cause of the interference. If such interference cannot be eliminated, Licensee, in its discretion, has the right to (i) request County to cause the interfering party to cease operations permanently or (ii) request County, upon full agreement with Licensee, to allow

Licensee to relocate at a different location on the Elevated Tank, at Licensee's expense or (iii) immediately terminate this Agreement without further obligation to County. Material interference shall be deemed to be any interference which violates the terms and conditions of transmitter licenses, and/or rules and regulations of the Federal Communications Commission. In no event will County be liable for any consequential damages (including, without limitation, lost profits) arising from any such interference.

(b) County agrees that MetroPCS shall have access to the Elevated Tank and the Premises on which the Elevated Tank is located 24 hours per day, seven days a week, following notice to Licensors's Utility Services Director, or his designee, for the purpose of maintaining and repairing its equipment. In the event of an emergency, Licensee or its authorized agent(s) may access the Premises without prior notice but Licensee agrees to give notice to the County's Utility Services Director within twenty-four hours of such access. Subsequent to the initial installation of the directional antenna system, MetroPCS may install and remove its equipment on the Elevated Tank only with the prior written consent of the Director of the County's Utilities Services, which consent shall not be unreasonably withheld, conditioned or delayed. The County, or the County's authorized agent's failure to approve or disapprove any additional items within fourteen (14) days following the request therefor shall be deemed an approval. However, MetroPCS does not have to obtain prior written consent from County, the County's Director of its Utilities Services, or from any of the County's authorized agents, to maintain, install, replace, or remove any equipment located within its ground space (Licensee Facilities).

(c) Nothing contained herein is intended nor shall be construed to waive County's rights and immunities under the common law or Florida Statutes § 768.28, as amended from time to time.

(d) To the extent permitted by law, County agrees to be responsible for any act or omission of the County, its agents, employees, licensees, or its independent contractors, which occurs during the term of this Agreement, or alleged to arise from a breach of this Agreement by County. If determined liable by a court of competent jurisdiction, County shall pay all claims, losses, liens, settlements and judgments in connection, therewith, including, but not limited to, attorneys' fees and costs to defend all suits.

14. METROPCS' s ADDITIONAL DUTIES

(a) The installation, maintenance, repair, and removal of MetroPCS's equipment shall not damage the Premises or the Elevated Tank structure or the Property, or interfere with the maintenance of the Property.

(b) MetroPCS shall comply with all rules and regulations of the Federal Communications Commission, and all other applicable laws, ordinances, and regulations.

(c) MetroPCS shall, at least ten (10) days prior to their use or occupancy of the Premises, provide to the County, a certificate of commercial general liability insurance with a reputable insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the County's risk manager, in an amount not less than \$3,000,000 combined single limit for bodily injury and property damage, including coverage for premises/operations, products/completed operations, contractual liability, and independent contractors, in accordance with the Licensors's Administrative Policy Manual. MetroPCS shall, at least ten (10) days prior to their use or occupancy of the premises, provide to the County, a certificate of business auto

liability insurance with a reputable insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the Licensor's risk manager, in an amount not less than \$3,000,000 per occurrence combined single limit for bodily injury and property damage, including coverage for owned autos, hired autos, and non-owned autos, in accordance with the County's Administrative Policy Manual. The commercial general liability and auto liability insurance policies shall name Indian River County a political subdivision of the State of Florida as an additional insured. In addition, the Licensee shall, at least ten (10) days prior to Licensee's use or occupancy of the Premises, provide to the County a certificate of worker's compensation insurance, including employer's liability, with a limit of \$100,000 each accident, \$500,000 disease (policy limit), \$100,000 disease each employee, in compliance with all state and federal laws, and in accordance with the County's Administrative Policy Manual. All required insurance shall be issued by a company that is authorized to do business in the State of Florida and that has a rating equal to or exceeding A-VII from A.M. Best's Insurance Guide. MetroPCS shall provide to the County at least thirty (30) days' written notice addressed to the County's risk manager, prior to cancellation or reduction in coverage of this cell site only of any required insurance. MetroPCS shall cause any contractor or subcontractor performing any work on the Property to provide to County certificates of insurance under the same conditions, and with the same policy limits as required of the Licensee.

(d) MetroPCS hereby releases and holds harmless the County, and the County's officers, employees, and agents, from and against any and all claims for damages, costs, third party claims, judgments, and expense to persons or property that may arise out of, or be occasioned by, Licensee's use or occupancy of the Premises and of the Property, or from any act or omission of any representative, agent, client, and/or employee of MetroPCS, and MetroPCS shall indemnify the County against any such claims and any judgments that may be entered in connection therewith, including attorney fees. It is the intention of this indemnification agreement on the part of Licensee, and a condition of this agreement, that Licensee shall fully indemnify the County, and the County's officers, employees, and agents, against any kind or character of claim whatsoever that may be asserted against the County or against the County's officers, employees, or agents, excepting, however, such liabilities and losses as may be due to, or caused by, the acts or omissions of County or its officers, employees, or agents.. MetroPCS hereby agrees to defend any and all suits, claims, and causes of action brought against the County, or against the County's officers, employees, or agents, arising out of, or in connection with MetroPCS use or occupancy of the Premises and of the Property, and MetroPCS agrees to pay any judgment or judgments, including attorney fees, that may be rendered against the County or against any of the County's officers, employees, or agents, in connection therewith.

(e) Upon termination of this Agreement, Licensee shall promptly remove all its equipment, and shall, at Licensee's sole expense, restore the Property to the same condition in which it was prior to MetroPCS use, except for normal wear and tear and damage covered by casualty insurance.

15. NOTICES

All notices hereunder must be in writing, and unless otherwise provided herein shall be deemed validly given if sent by certified mail, return receipt requested, addressed as follows (or to any other mailing address which the party to be notified may designate to the other party by such notice) or as otherwise provided under applicable state law. Each party shall promptly notify the other party of a change of address as provided in this paragraph. Unless County specifies otherwise in writing, MetroPCS shall direct license fee checks to County at County's address set forth in this paragraph.

LICENSEE: Name: MetroPCS California/Florida, Inc.
 Address: 1401 NW 136th Avenue, Suite 304, Sunrise, FL. 33323

COUNTY: Indian River County Board of County Commissioners
 1840 25th Street, Vero Beach, FL 32960
 Department of Utility Services
 Erik Olson, Director of Utility Services

16. HAZARDOUS SUBSTANCES

MetroPCS shall not use, generate, store or dispose of any Hazardous Material (defined below) on, under, about or within the Property or the Premises in violation of any law or regulation. Licensee agrees to defend, indemnify and hold harmless the County and the County's officers, agents and employees against any and all losses, liabilities, claims and/or costs, including reasonable attorney fees and costs, arising from MetroPCS's breach of this paragraph. As used in this paragraph, "Hazardous Material" shall mean petroleum or any petroleum product, hydrocarbons, asbestos, any substance known to cause cancer and/or reproductive toxicity, and/or any substance, chemical or waste that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. This paragraph shall survive for one (1) year after expiration or termination of this Agreement.

County warrants, represents, and agrees that neither the County, nor, to the best of the County's knowledge, any third party has used, generated, stored, or disposed of any Hazardous Materials in, on, or under the Leased Premises, Property and contiguous surrounding property. "Hazardous Materials" shall mean petroleum or any petroleum product, asbestos, and any other substance, chemical, or waste that is identified as hazardous, toxic, or dangerous in any applicable federal, state, or local law, rule, regulation, order or ordinance. To the extent permitted by law, the County agrees to be responsible for, and hold MetroPCS harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees and consultants' and experts' fees), from the presence or release of any Hazardous Materials on County's Property, or contiguous surrounding property, unless caused by MetroPCS or persons acting under MetroPCS.

17. SALE OR TRANSFER BY LICENSOR.

County agrees not to subsequently sell, lease, or use any areas of County's Property for the installation, operation, or maintenance of other wireless communications facilities, if such installation, operation, or maintenance would interfere with MetroPCS facilities as determined by radio propagation tests performed by subsequent licensee at subsequent licensee's expense. If the radio frequency propagation tests demonstrate levels of interference unacceptable to Licensee, the County shall be prohibited from subsequent licensing that area of County's Property at that frequency. County shall not be prohibited from the selling, leasing, or use of any of the County's Property for non-wireless communication use.

18. CONDEMNATION.

In the event that the whole of the Property, including without limitation the Property and Elevated Tank, shall be taken or condemned, either temporarily or permanently, for public purposes, or sold to a condemning authority under threat of condemnation to prevent taking, then this Agreement shall forthwith automatically cease and terminate. The County shall receive the entire condemnation award for Land, Elevated Tank and such other improvements as are paid for by County, and MetroPCS hereby expressly assigns to the County any and all right, title, and interest of MetroPCS now, or hereafter arising in and to any such award. MetroPCS may recover from such authority, and shall not recover from the County, any compensation as may be awarded to MetroPCS on account of its interest in this Agreement.

19. MISCELLANEOUS.

(a) This Agreement constitutes the entire agreement and understanding between the parties, and supersedes all offers, negotiations and other agreements concerning the subject matter contained herein. Any amendments to this Agreement must be in writing and executed by both parties.

(b) If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement not being held invalid or unenforceable by a court of competent jurisdiction shall remain in full force and effect.

(c) This Agreement shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties, subject to the provisions of Paragraph 11, Assignment and Subleasing, of this Agreement.

(d) This Agreement shall be governed by the laws of the State of Florida. Venue for any lawsuit brought by one party against the other party or otherwise arising out of this agreement shall be in Indian River County, Florida or, in the event of federal jurisdiction, in the United States District Court for the Southern District of Florida.

(e) All Riders and Exhibits annexed hereto form material parts of this Agreement.

(f) This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original.

(g) The County shall not be responsible for any loss, damage, destruction, or theft of Licensee's equipment or property.

(h) Once during the initial term and once during any Renewal Terms of this Agreement, the County may, upon sixty (60) days' written notice to MetroPCS, require MetroPCS to move, or remove its equipment, including, but not limited to, antennas, cables, transmission lines, conduits, and supports, from the Elevated Tank, in order for the County to clean, paint, repair, or otherwise maintain the Elevated Tank. If such notice is given, the County agrees to permit MetroPCS to place temporary transmission facilities on the Property, until such time as the County has completed the maintenance to the Elevated Tank.

(i) Upon prior notice to MetroPCS at least twenty-four (24) hours in advance, the County shall have access to the Premises, when accompanied by Licensee, or its employee(s) or agent(s).

20. ENTIRE AGREEMENT.

This Agreement constitutes the entire agreement of the parties hereto and shall supersede all prior offers, negotiations, and agreements. No revision of this Agreement shall be valid unless executed in writing by both parties.

IN WITNESS WHEREOF, the parties have made and executed this Elevated Water Tank Space License Agreement on the 16th day of March, 2005.

For MetroPCS (Licensee)

By: Charles Ruiz
For Metro PCS

Michael Hagen
Witness Date: 3/23/05

Neel Karel Bhargava
Witness Date: 3/23/05

For the County

By: _____
Thomas S. Lowther, As Chairman
Board of County Commissioners
Indian River County, Florida

By: Joseph A. Baird
By: Joseph A. Baird, County Administrator
Date: _____

Approved as to Legal Form & Sufficiency

By: William Collier
for Marian Fell, Asst. County Attorney

Attest:

By: _____
Jeffrey K. Barton, Clerk of Court

By: _____
Deputy Clerk

Date: _____

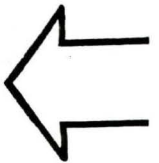


EXHIBIT "B"
DESCRIPTION OF PREMISES

EXHIBIT "C"
Insert Construction Plans

STANDARD PROVISIONS

NOTES

- THESE SPECIFICATIONS AND CONSTRUCTION DRAWINGS ACCOMPANYING THEM DESCRIBE THE WORK TO BE PERFORMED AND THE MATERIALS TO BE FURNISHED FOR THE CONSTRUCTION OF THE METRO PCS SITE.
- THE DRAWINGS AND SPECIFICATIONS ARE INTENDED TO BE FULLY EXPLANATORY AND COMPREHENSIVE. HOWEVER, SHOULD ANYTHING BE SHOWN, INDICATED OR SPECIFIED ON ONE AND NOT THE OTHER, IT SHALL BE THE SAME AS IF SHOWN, INDICATED OR SPECIFIED ON BOTH.
- THE INTENTION OF THE DOCUMENTS IS TO INCLUDE ALL LABOR AND MATERIALS REASONABLY NECESSARY FOR THE PROPER EXECUTION AND COMPLETION OF THE WORK AS INDICATED IN THE DOCUMENTS.
- THE PURPOSE OF THE SPECIFICATIONS IS TO SUPPLEMENT THE INTENT OF THE DRAWINGS AND TO DESIGNATE A PROCEDURE, TYPE OR QUALITY OF MATERIALS REQUIRED TO COMPLETE THE WORK.
- MINOR DEVIATIONS FROM THE DESIGN LAYOUT ARE ANTICIPATED AND SHALL BE CONSIDERED AS PART OF THE WORK. HOWEVER, ANY CHANGES THAT ALTER THE CHARACTER INTENT OF THE DESIGN WILL BE MADE OR PERMITTED BY METRO PCS, WITHOUT A CHANGE ORDER.

CONTRACT

- THE CONTRACTOR AND EACH SUBCONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL MEASUREMENTS AT THE SITE BEFORE ORDERING ANY MATERIALS OR PERFORMING ANY WORK, AND EXTRA CHARGE ON COMPLETION SHALL BE ALLOWED DUE TO DIFFERENCE BETWEEN ACTUAL DIMENSIONS AND DIMENSIONS INDICATED ON THE CONSTRUCTION DRAWINGS. ANY SUCH DISCREPANCY IN DIMENSION WHICH MAY INADVERTENTLY OCCUR SHALL BE SUBMITTED TO THE METRO PCS CONSTRUCTION PROJECT MANAGER (CPM) FOR CONSIDERATION BEFORE THE CONSTRUCTION PROCEEDS WITH THE WORK IN THE AFFECTED AREA.
- THE CONTRACTOR, IF AWARDED THE CONTRACT, WILL NOT BE ALLOWED ANY EXTRA COMPENSATION BY REASON OF ANY THING ABOUT WHICH THE CONTRACTOR MIGHT NOT HAVE FULLY INFORMED HIMSELF PRIOR TO BEGINNING.

CONTRACTS AND WARRANTIES

- EACH CONTRACTOR IS RESPONSIBLE FOR HELPING TO OBTAIN THE BUILDING PERMIT AT THE LOCAL JURISDICTION AS THE CONTRACTOR OF RECORD, AND PROVIDE SAID JURISDICTION WITH ALL PROOF REQUIRED TO OPERATE AS A CONTRACTOR IN THAT JURISDICTION.

STORAGE

- DO NOT USE THE EXISTING BUILDING SPACE FOR STORAGE OF TOOLS OR MATERIALS WITHOUT THE CONSTRUCTION PROJECT MANAGER AND/OR BUILDING OWNER APPROVAL.
- ALL MATERIALS MUST BE STORED IN A LEVEL AND DRY LOCATION AND IN A MANNER THAT WILL NOT OBSTRUCT THE FLOW OF OTHER WORK. ANY EQUIPMENT OR MATERIAL STORAGE METHOD MUST MEET ALL RECOMMENDATIONS OF THE MANUFACTURER.

PROTECTION

- PROTECT FINISHED SURFACES, INCLUDING JAMBS AND HEADS OF OPENINGS USED AS PASSAGeways THROUGH WHICH EQUIPMENT AND MATERIALS WILL PASS.
- PROVIDE PROTECTION FOR EQUIPMENT ROOM SURFACES PRIOR TO ALLOWING EQUIPMENT OR MATERIALS TO BE MOVED OVER SUCH SURFACES.
- MAINTAIN FINISHED SURFACES CLEAN, UNHARMED AND SUITABLY PROTECTED UNTIL JOB SITE IS ACCEPTED BY CPM.

REPAIRS AND REPLACEMENTS

- IN EVENT OF DAMAGE, THE CONTRACTOR SHALL PROMPTLY MAKE ALL REPLACEMENTS AND REPAIRS AND AT NO ADDITIONAL COST TO METRO PCS AND/OR BUILDING OWNER.

TEMPORARY FACILITIES

- WATER IS NOT AVAILABLE TO THE CONTRACTORS ON SITE.
- LIGHT AND POWER: LIGHT AND POWER ARE AVAILABLE ON SITE.
- TELEPHONE: EACH CONTRACTOR TO PROVIDE HIS OWN TELEPHONE ACCESS IF REQUIRED.

- IF PERMANENT POWER IS COMPLETED, ALL CONTRACTORS MAY USE THE SERVICE CONNECTION FOR PRODUCTION WORK ONLY, PROVIDED THAT ELECTRICAL CORDS AND CONNECTIONS ARE FURNISHED BY THE CONTRACTORS AND ARE DISCONNECTED AND PROPERLY STORED DURING NON-WORKING HOURS.

CLEAN UP

- THE CONTRACTORS SHALL AT ALL TIMES KEEP THE SITE FREE FROM ACCUMULATION OF WASTE MATERIALS OR RUBBISH CAUSED BY THEIR EMPLOYEES AT WORK, AND AT THE COMPLETION OF THE WORK, THEY SHALL REMOVE ALL RUBBISH FROM AND ABOUT THE BUILDING, INCLUDING ALL TOOLS, SCAFFOLDING AND SURPLUS MATERIALS, AND SHALL LEAVE THE WORK CLEAN AND READY FOR USE.
- EXTERIOR: VISUALLY INSPECT EXTERIOR SURFACES AND REMOVE ALL TRACES OF SOIL, WATER MATERIALS, SLUDGES AND OTHER FOREIGN MATTER.
 - REMOVE ALL TRACES OF SPLASHED MATERIALS FROM ADJACENT SURFACES.
- INTERIOR: VISUALLY INSPECT INTERIOR SURFACE AND REMOVE ALL TRACES OF SOIL, WASTE MATERIALS, SHADOWS AND OTHER FOREIGN MATTER.
 - REMOVE ALL TRACES OF SPLASHED MATERIAL FROM ADJACENT SURFACES.
 - REMOVE PAINT DROPPINGS, SPOTS, STAINS AND DIRT FROM FINISHED SURFACES.
- CONTRACTOR SHALL WASH AND WAX FLOOR PRIOR TO FINAL COMPLETION. FLOOR WILL BE OF THE ANTI-STATIC TYPE.

CHANGE ORDER PROCEDURES

- CHANGE ORDER MAY BE INITIATED BY THE CPM, AND/OR THE CONTRACTOR. THE CONTRACTOR, UPON VERBAL REQUEST FROM THE CPM, SHALL PREPARE A WRITTEN PROPOSAL DESCRIBING THE CHANGE IN WORK OR MATERIALS AND ANY CHANGES IN THE CONTRACT AMOUNT AND PRESENT TO THE CPM FOR APPROVAL. SUBMIT REQUESTS FOR SUBSTITUTIONS IN THE FORM AND IN ACCORDANCE WITH PROCEDURES REQUIRED FOR CHANGE ORDER PROPOSALS. ANY CHANGES TO THE SCOPE OF WORK OR MATERIALS WHICH ARE PERFORMED BY THE CONTRACTOR WITHOUT A WRITTEN CHANGE ORDER AS DESCRIBED AND APPROVED BY THE CPM, SHALL BECOME THE SOLE RESPONSIBILITY OF THE CONTRACTOR.

RELATED DOCUMENTS AND COORDINATION

- GENERAL, ELECTRICAL, AND ANTENNA DRAWINGS ARE INTERRELATED. IN PERFORMANCE OF THE WORK, EACH CONTRACTOR MUST REFER TO ALL DRAWINGS. ALL COORDINATION TO BE THE RESPONSIBILITY OF THE GENERAL CONTRACTOR.

SHOP DRAWINGS

- CONTRACTORS TO SUBMIT SHOP DRAWINGS AS REQUIRED AND LISTED IN THESE SPECIFICATIONS THROUGH THE GENERAL CONTRACTOR TO THE CPM FOR REVIEW.
- ALL SHOP DRAWINGS TO BE REVIEWED, CHECKED, CORRECTED, STAMPED AND SIGNED BY GENERAL CONTRACTOR PRIOR TO SUBMITTAL TO THE CPM.

PRODUCTS AND SUBSTITUTIONS

- SUBMIT 3 COPIES OF EACH REQUEST FOR SUBSTITUTION. IN EACH REQUEST IDENTIFY THE PRODUCT FABRICATION OR INSTALLATION METHOD TO BE REPLACED BY THE SUBSTITUTION. INCLUDE RELATED SPECIFICATION SECTION AND DRAWING NUMBERS, AND COMPLETE DOCUMENTATION SHOWING COMPLIANCE WITH THE REQUIREMENTS FOR SUBSTITUTIONS.
- ALL NECESSARY PRODUCT DATA AND CUT SHEETS SHALL PROPERLY INDICATE AND DESCRIBE THE ITEMS, PRODUCTS, MATERIALS BEING INSTALLED. THE CONTRACTOR SHALL, IF DEEMED NECESSARY BY THE CPM, SUBMIT ACTUAL SAMPLES TO THE CPM FOR APPROVAL, IN LIEU OF CUT SHEETS.

COMPLIANCE

- ALL MATERIALS, DESIGN, AND WORKMANSHIP SHALL BE IN ACCORDANCE WITH ALL APPLICABLE CODES AND ORDINANCES WHICH ARE LISTED BELOW. ORDINANCES, AND AUTHORITIES HAVING JURISDICTION OVER THE WORK, UPON THE COMPLETION OF THE WORK, THE CONTRACTOR SHALL PROVIDE METRO PCS WITH A CERTIFICATE OF OCCUPANCY (IF REQUIRED) AND OTHER LEGAL DOCUMENTS TO VERIFY SUCH COMPLIANCE. IF NO CODES EXIST, THE WORK SHALL CONFORM WITH THE 2001 FLORIDA BUILDING CODE, AND/OR THE SPECIFICATIONS HEREA, WHICHEVER IS MORE STRINGENT; AND A DOCUMENT STATEMENT SHALL BE FURNISHED TO THIS EFFECT.

IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY COMPLIANCE WITH THE GOVERNING CODES AND TO NOTIFY THE CPM OF ANY DISCREPANCIES PRIOR TO PERFORMING WORK. REFERENCE TO ANY STANDARD OR CODE OF PRACTICE IN THIS SPECIFICATION SHALL BE DEEMED TO MEAN THE EDITION CURRENT AT THE TIME OF AWARD OF THE CONTRACT. THE CONTRACTOR SHALL COMPLY WITH ALL TOWN AND SITE ACQUISITION SPECIAL STRATIFICATIONS AS OUTLINED IN THE JOB SPECIFICATIONS, OR AS DIRECTED BY THE CPM.

AND/OR/STATE - SEE - F
2001 FLORIDA BUILDING CODE
BUILDING OFFICIALS & CODE ADMINISTRATORS
NATIONAL ELECTRICAL CODE (NEC) WITH LOCAL AMENDMENTS
UNDERWRITERS LABORATORIES (UL) APPROVED ELECTRICAL PRODUCTS
AMERICAN INSTITUTE OF STEEL CONSTRUCTION SPECIFICATIONS (AISC)
LIFE SAFETY CODE NFPA - 101
FEDERAL AVIATION REGULATIONS

PERMITS AND LICENSES

- THE SITE ACQUISITION SPECIALIST SHALL OBTAIN, AT HIS OWN EXPENSE, ALL REQUIRED LOCAL, STATE, AND/OR COUNTY CONSTRUCTION PERMITS AND LICENSES. COPIES OF ALL PERMITS SHALL BE SENT TO CPM. APPROVALS FROM RELEVANT PLANNING BOARDS, ENVIRONMENTAL BODIES, AND/OR OTHER COMMITTEES WILL BE SUPPLIED BY OTHERS, BUT MUST BE CONFIRMED BY THE SITE ACQUISITION SPECIALIST PRIOR TO THE APPLICATION FOR CONSTRUCTION PERMITS.

FAA APPROVAL WILL BE SUPPLIED BY OTHERS, BUT MUST BE CONFIRMED BY THE CONTRACTOR WITH THE CPM PRIOR TO THE COMMENCEMENT OF WORK.

- PRIOR TO COMMENCING THE WORK, THE CPM SHALL SCHEDULE AN ON-SITE MEETING WITH ALL MAJOR PARTIES TO THE PROJECT. THIS MEETING SHOULD INCLUDE (THOUGH NOT LIMITED TO) THE DESIGNATED ELECTRICAL, LOCAL TELEPHONE COMPANY, CEMETERY FOREMAN (IF SUBCONTRACTED), A REPRESENTATIVE FROM THE LOCAL SPECIFIED MANDALUSSE AND CPM OR HIS DESIGNATED REPRESENTATIVE.

- CONTRACTOR SHALL FIELD VERIFY ALL EXISTING UTILITIES BOTH HORIZONTALLY AND VERTICALLY PRIOR TO START OF CONSTRUCTION. ANY DISCREPANCIES OR DOUBTS AS TO THE INTERPRETATION OF PLANS SHOULD BE IMMEDIATELY REPORTED TO THE ENGINEER FOR RESOLUTION AND INSTRUCTION AND NO FURTHER WORK SHALL BE PERFORMED UNTIL DISCREPANCY IS CHECKED AND CORRECTED BY THE ENGINEER. FAILURE TO SECURE SUCH INFORMATION MEANS CONTRACTOR WILL HAVE WORKED AT HIS OWN RISK AND EXPENSE.

- THE CONTRACTOR SHALL BE EQUIPPED WITH A MEANS OF CONSTANT COMMUNICATIONS, SUCH AS A CELLULAR PHONE OR A PAGER.
- THE CONTRACTOR IS SOLELY RESPONSIBLE FOR ALL SITE SAFETY INCLUDING BUT NOT LIMITED TO PROTECTION OF ALL SITE PERSONNEL AND THE GENERAL PUBLIC DURING THE ENTIRE SITE CONSTRUCTION PERIOD. HE SHALL TAKE ALL REASONABLE PRECAUTIONS TO PLACE AND MAINTAIN BARRICADES, LAUNTS, SIGNS, AND THE LIKE IN ACCORDANCE WITH OSHA SAFETY ACT AND ANSI OCCUPATIONAL SAFETY STANDARDS.

- PROVIDE ONLY UPDATES ON SITE PROGRESS, EITHER VERBAL OR WRITTEN TO CPM.

- COMPLETE INVENTORY OF CONSTRUCTION MATERIALS AND EQUIPMENT IS REQUIRED PRIOR TO START OF CONSTRUCTION.

COORDINATION WITH PUBLIC UTILITY AUTHORITIES

- THE CONTRACTOR SHALL COORDINATE WITH RELEVANT AUTHORITIES THE ISSUES THEY ARE TO BE CARRIED OUT. HE SHALL CONDUCT HIS OPERATIONS SO AS TO NOT INTERFERE WITH THE OPERATIONS OF PUBLIC AND/OR PRIVATE UTILITY AUTHORITIES, INSTALLING SERVICES ON THE SITE.

THE CONTRACTOR WILL BE RESPONSIBLE FOR THE PROTECTION OF SUCH FACILITIES AND STRUCTURES DURING CONSTRUCTION OF THIS SITE.

INSPECTIONS

THE CONTRACTOR SHALL NOTIFY THE CPM AT LEAST 24 HOURS IN ADVANCE OF REQUIRED INSPECTIONS. INSPECTIONS THAT WILL BE REQUIRED BY THE CPM OR OTHER DESIGNATED METRO PCS REPRESENTATIVE ARE:

- INSPECTION OF GROUNDING SYSTEM
- PRACTICAL COMPLETION

THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR DOCUMENTING THAT ALL RELEVANT AUTHORITY INSPECTIONS ARE CARRIED OUT IN A TIMELY MANNER. THE CONTRACTOR SHALL PROVIDE DOCUMENTATION OF ALL INSPECTIONS.

THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING WITH METRO PCS DESIGNATED ENGINEERING FIRM TO OBTAIN ALL REQUIRED INSPECTIONS AND TESTS. THE CONTRACTOR SHALL PROVIDE DOCUMENTATION OF ALL INSPECTIONS.

ENVIRONMENTAL PROTECTION

NOISE LEVELS: THE CONTRACTOR SHALL ENSURE THAT STATE AND LOCAL REGULATIONS ARE COMPLIED WITH IN REGARD TO NOISE LEVELS PRODUCED BY HIS OR HIS SUB-CONTRACTOR'S EQUIPMENT OR METHODS OF CONSTRUCTION.

DUST CONTROL: THE CONTRACTOR SHALL TAKE ALL NECESSARY STEPS TO LIMIT THE CREATION OF ANY DUST MESSAGE THAT MIGHT ARISE DURING CONSTRUCTION TO THE SATISFACTION OF THE LOCAL AUTHORITIES AND THE BUILDING OWNER. THE CPM MAY OBJECT THAT NOISE CEASE UNTIL SUCH TIME AS ANY PARTICULAR DUST MESSAGE IS CONTROLLED TO THE SATISFACTION OF THE CPM, LOCAL AUTHORITIES, AND BUILDING OWNER.

RESTRAINTMENT

ANY FENCE, FOOTPATH, CURB, OUTSIDE WALLS, FLOORS, SERVICES, AND EXISTING FEATURES OR OTHER PROPERTIES, DESTROYED OR DESTROYED DURING CONSTRUCTION SHALL BE RESTORED TO A CONDITION AT LEAST EQUAL TO THAT EXISTING BEFORE COMMENCEMENT OF OPERATIONS.

AS-BUILT DRAWINGS

THE CONTRACTOR SHALL PREPARE A RED LINED SET OF AS-BUILT DRAWINGS. THE FORM OF MAINTAINED UP CONSTRUCTION PLANS SHALL BE STANDARD ACCEPTABLE TO THE METRO PCS SUCH DRAWINGS SHALL BE SUBMITTED TO METRO PCS WITHIN TWO WEEKS FROM PRACTICAL COMPLETION AND PRIOR TO APPROVAL OF THE CONTRACTOR'S FINAL INVOICE.

PRACTICAL COMPLETION

THE FOLLOWING DOCUMENTATION SHALL BE PROVIDED TO METRO PCS WITHOUT DELAY TO THE DATE OF PRACTICAL COMPLETION.

- ALL QUALITY ASSURANCE CHECKLISTS AS OUTLINED IN THE PREVIOUS SECTIONS
- WARRANTIES AND MAINTENANCE MANUALS, IF APPLICABLE
- GROUNDING SYSTEM RESISTANCE TEST
- CERTIFICATE OF OCCUPANCY

INSURANCE AND BONDS

- EACH CONTRACTOR SHALL AT HIS OWN EXPENSE CARRY AND MAINTAIN FOR THE DURATION OF THE PROJECT ALL INSURANCE AS REQUIRED AND LISTED AND SHALL NOT COMMENCE WITH HIS WORK UNTIL HE HAS PRESENTED A CERTIFICATE OF INSURANCE STATING ALL COVERAGE TO THE GENERAL CONTRACTOR WHO SHALL, IN TURN, FORWARD A COPY OF ALL CERTIFICATES TO THE CPM.

MetroPCS

1401 HW 138th AVENUE
SUNRISE, FL 33323

PROJECT INFORMATION

KINGS HWY WATER TOWER
FL-236 SW-584A
6200 COLLEGE LN.
VERO BEACH, FLORIDA 32966
INDIAN RIVER COUNTY

CURRENT ISSUE DATE

MARCH 2005

ISSUED FOR

CONSTRUCTION DRAWINGS

REV. DATE DESCRIPTION

REV.	DATE	DESCRIPTION

SEAL

PLANS PREPARED BY

Kimley-Horn
and Associates, Inc.
© 2004 KIMLEY-HORN AND ASSOCIATES, INC.
4431 EMBARCADERO DR.
WEST PALM BEACH, FLORIDA 33407
(561) 845-0655
FPM 04/00000000

PROVIDER

MetroPCS

1401 HW 138th AVENUE
SUNRISE, FL 33323

DRAWN BY: CHK: APV:

LLF JRL DRT

LICENSE

DAVID STEINMETZ	PE 3040
KEVIN A. BOVHEIM	PE 3030
MADE FARMER	PE 3101
RUSSELL WOODWARD	PE 3047
OSCAR R. TOLIE	PE 3074
ANGELINA FARMER	PE 3068

SHEET TITLE

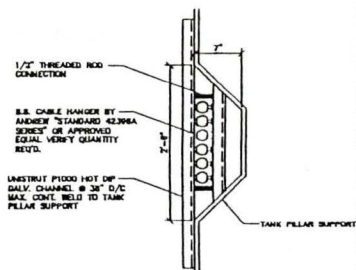
GENERAL NOTES

SHEET NUMBER REVISION

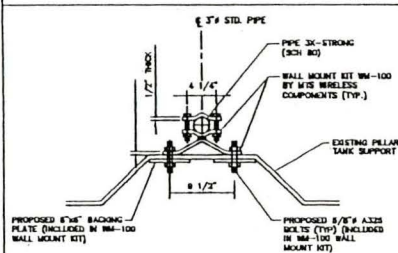
G-1

KIM Job

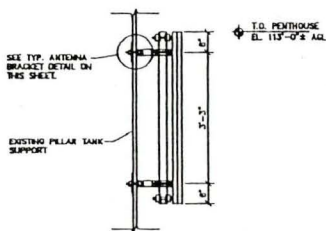
044411355



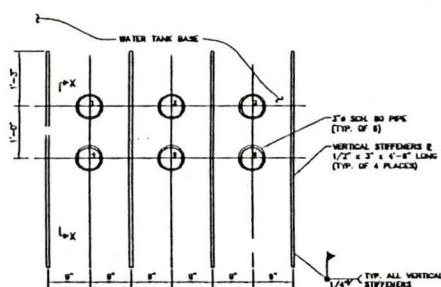
ANTENNA CABLE SUPPORT
N.T.S.



TYP. ANTENNA BRACKET
WALL MOUNT BY MTS WIRELESS, INC. OR AN APPROVED EQUIVALENT.

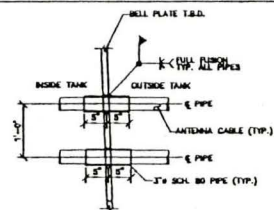


ANTENNA MOUNTING DETAIL
N.T.S.

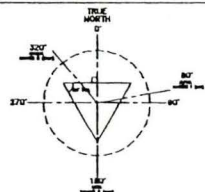


WALL FEED THRU DETAIL
N.T.S.

WALL STIFFENERS TO BE INSTALLED PRIOR TO INSTALLING THROUGH PIPES OR CUTTING INTO TOWER STRUCTURE.



SECTION X-X
N.T.S.

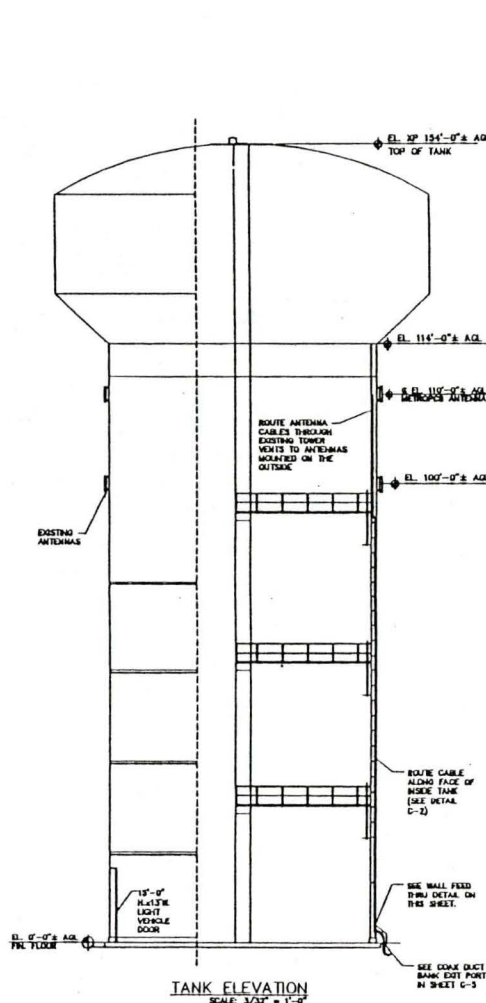


CONTRACTOR SHALL USE SURVEY INFORMATION TO ALIGN ORIENTATION OF ANTENNA SUPPORT STRUCTURE(S) WITH BEARINGS SHOWN IN DIAGRAM ABOVE.

ANTENNA ORIENTATION DIAGRAM
N.T.S.

ANTENNA SECTOR	AZIMUTH IN DEGREES	MECHANICAL DOWN (FT)	ANTENNA MAKE/MODEL/QUANTITY	COMPOSITION CABLES LENGTH	SIZE	QTY.
SECTOR 1	180°	0'	(2) DBS008SVTZE-M	175A	1-5/8"	2
SECTOR 2	180°	0'	(2) DBS008SVTZE-M	175A	1-5/8"	2
SECTOR 3	320°	0'	(2) DBS008SVTZE-M	175A	1-5/8"	2

NOTE: ALL COAX CABLE LENGTHS ARE APPROXIMATE. CONTRACTOR TO VERIFY EXACT LENGTH IN THE FIELD PRIOR TO CONSTRUCTION.



TANK ELEVATION
SCALE: 3/32" = 1'-0"

MetroPCS

1401 NW 138th AVENUE
SUNRISE, FL 33323

PROJECT INFORMATION:

KINGS HWY WATER TOWER
FL-236 SW-584A
8200 COLLEGE LN.
VERO BEACH, FLORIDA 32966
INDIAN RIVER COUNTY

CURRENT ISSUE DATE:

MARCH 2005

ISSUED FOR:

CONSTRUCTION DRAWINGS

REV. DATE DESCRIPTION:

REV.	DATE	DESCRIPTION

SEAL:

PLANS PREPARED BY:

Kimley-Horn
and Associates, Inc.
© 2000 KIMLEY-HORN AND ASSOCIATES, INC.
4431 EMBARCADERO DR.
WEST PALM BEACH, FLORIDA 33407
(561) 845-0883
FPMR CHAUNDOX000008

PROVIDER:

MetroPCS

1401 NW 138th AVENUE
SUNRISE, FL 33323

DRAWN BY: CHK. APV.:

LLF JRL DRT

LICENSURE:

DAVID STEWART	PE 21180
KEITH M. BOGARD	PE 81621
MARK FARMER	PE 81667
BRIGGS MORRISON	PE 81067
OSCAR A. BUIZZI	PE 80743
ANGELINA FARMER	PE 63808

SHEET TITLE:

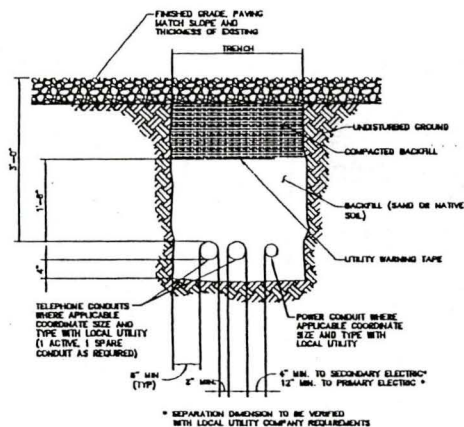
DETAILS &
TOWER ELEVATION

SHEET NUMBER: REVISION:

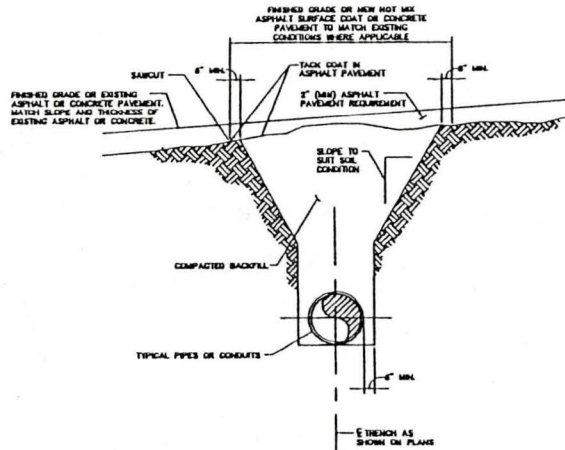
C-2

KIM Job #:

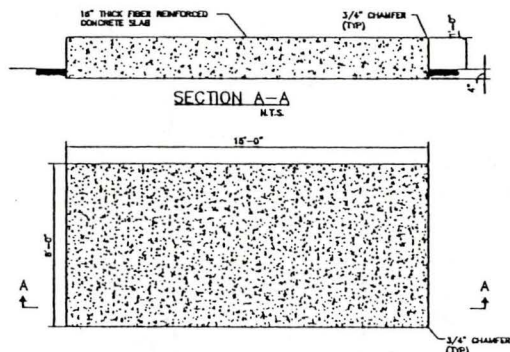
044411355



JOINT SERVICE TRENCH BURIED CONDUIT
ELECT/ TELEPHONE
N.T.S.



TYPICAL TRENCH DETAIL
N.T.S.



RADIO EQUIPMENT SUPPORT PAD
N.T.S.

GENERAL STRUCTURAL NOTES:

- DESIGN:
 - 2001 FLORIDA BUILDING CODE
 - WIND LOADS (ASCE 7-98)
 - BASIC WIND SPEED = 140 MPH
 - WIND IMPORTANCE FACTOR = 1.15 (CATEGORY IV)
 - WIND EXPOSURE = C
- STRUCTURAL STEEL:
 - MATERIAL:
 - STRUCTURAL STEEL SHAPES SHALL CONFORM TO ASTM A36 GRADE.
 - STRUCTURAL TUBE COLUMNS SHALL CONFORM TO ASTM A500, GRADE B, STD.
 - PIPE AND TUBING SHALL CONFORM TO ASTM A53 AND SHALL BE SCHEDULE 40 UNLESS OTHERWISE NOTED.
 - CONNECTIONS:
 - DESIGN SHALL CONFORM TO AISC MANUAL OF STEEL CONSTRUCTION.
 - WELDING:
 - SHALL BE DONE BY AN AND CERTIFIED WELDER AND IN COMPLIANCE WITH AWS D1.1. ALL WELD SIZES SHALL BE THE MAXIMUM ALLOWED BY THE MATERIAL BEING WELDED WITH E70XX ELECTRODES.
 - BOLTS:
 - A325-X, SIZE AS SHOWN ON DRAWINGS.
 - CONCRETE:
 - CONCRETE FOR THE SLAB SHALL HAVE A MINIMUM 28 DAY COMPRESSIVE STRENGTH OF 4000 PSI, AND A MAXIMUM W/C OF 0.45. PEASORAD AGGREGATE BOX SHALL NOT BE USED.
 - FIBER REINFORCEMENT:
 - USE ONLY 100% VIRGIN POLYPROPYLENE NO FIBERS CONTAINING NO REPROCESSING OLEFIN MATERIALS. APPLICATION PER CUBIC YARD SHALL EQUAL 0.15 (1.5 LBS) BY VOLUME.
- HOT DIP GALVANIZE ALL STRUCTURAL STEEL. TOUCH UP ALL FIELD WELDS AND UNPAINTED AREAS WITH TWO COATS OF GALVANIZED PAINT.
- CONTRACTOR / STEEL FABRICATOR:
 - VERIFY ALL DIMENSIONS AND EXISTING SITE CONDITIONS BEFORE ANY STEEL FABRICATION.
 - CARE SHALL BE TAKEN BY THE CONTRACTOR TO MINIMIZE AND LOCATE ANY EXISTING OBSTRUCTIONS THAT MAY INTERFERE WITH THE PLACEMENT OF THE ANTENNAS. IF ANY CONFLICTS EXIST, THE CONTRACTOR SHALL NOTIFY THE ENGINEER AND SUBMIT ANY PROPOSED CHANGES TO THE ENGINEER FOR APPROVAL.
- CONTRACTOR / STEEL FABRICATOR SHALL CONFORM TO THE MINIMUM EDGE DISTANCE REQUIREMENTS IN ACCORDANCE TO THE AISC MANUAL OF STEEL CONSTRUCTION.
- ALL STRUCTURAL STEEL SHALL BE FABRICATED TO FIT AT BOLTED CONNECTIONS WITHIN 1/8 INCH TOLERANCE. STRUCTURAL STEEL SHALL NOT BE PLANE CUT UNDER ANY CIRCUMSTANCES WITHOUT APPROVAL OF THE ENGINEER.
- CONTRACTOR / STEEL FABRICATOR SHALL CAP OR SEAL ALL PIPES AS REQUIRED TO PREVENT RAINWATER INTRUSION.
- EXISTING VEGETATION, DEBRIS, ORGANIC AND DELETERIOUS MATERIALS SHALL BE REMOVED FROM BELOW THE CONCRETE PAD / FOOTING. SOIL WITHIN A MINIMUM OF 2 FEET BELOW THE BOTTOM OF THE PAD / FOOTING SHALL BE COMPACTED TO 95% OF THE MAXIMUM DRY DENSITY PER THE MODIFIED PROCTOR TEST (ASTM D1557).
- ADEQUATE DRAINAGE SHALL BE PROVIDED SUCH THAT NO STANDING WATER IS ALLOWED ON THE SLAB AND BACKFILL BENEATH THE SLAB IS PREVENTED.
- CONTRACTOR SHALL RESTORE ALL DISTURBED AREAS TO EQUAL OR BETTER CONDITION.

MetroPCS

1401 NW 138th AVENUE
SUITE 100, FL 33323

PROJECT INFORMATION:

KINGS HWY WATER TOWER
FL-236 SW-584A
8200 COLLEGE LN.
VERO BEACH, FLORIDA 32966
INDIAN RIVER COUNTY

CURRENT ISSUE DATE:

MARCH 2005

ISSUED FOR:

CONSTRUCTION DRAWINGS

REV.-DATE- DESCRIPTION:

SEAL:

PLANS PREPARED BY:

Kimley-Horn
and Associates, Inc.
3402 KIMLEY-HORN AND ASSOCIATES, INC.
4431 EMBARCADERO DR.
WEST PALM BEACH, FLORIDA 33407
(561) 845-0665
FAX: (561) 845-0665

PROVIDER:

MetroPCS

1401 NW 138th AVENUE
SUITE 100, FL 33323

DRAWN BY: CHK: APV:

LLF JRL ORT

LICENSE:

DAVID STEWART	PE 31180
KEVIN S. SCHAFER	PE 30551
MARK FARRIS	PE 31067
ANDREW HARRISON	PE 31067
OSCAR A. TADDE	PE 30748
ANDREW HARRISON	PE 31067

SHEET TITLE:

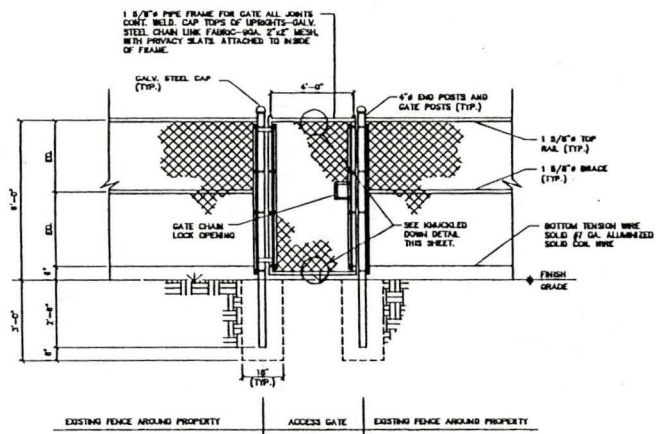
CONCRETE PAD
AND TRENCH DETAILS

SHEET NUMBER: REVISION:

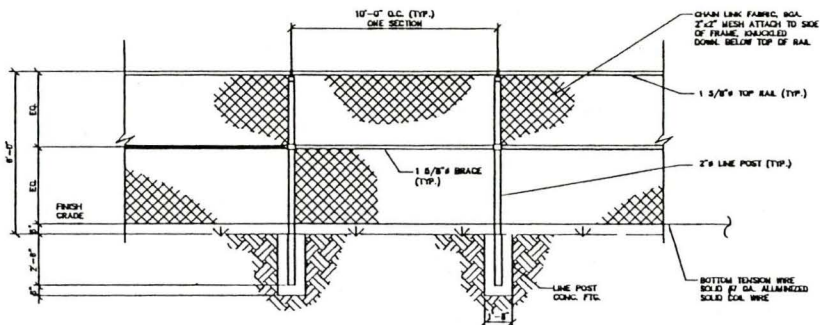
C-3

JOA Job #:

044411355



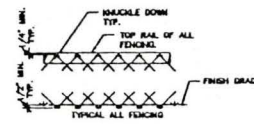
ACCESS GATE DETAIL
N.T.S.



FENCE DETAIL
N.T.S.

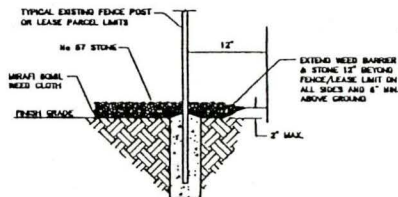
FENCING NOTES:

1. ALL CHAIN LINK FENCE WALLS TO BE STRUNG THROUGH STRETCHER BARS AND ATTACHED TO END POST WITH CLIP.
2. ALL CHAIN LINK FENCE ALONG PIPE FRAME TO BE WIRE TIED.
3. ALL WELD POINTS SHALL BE CLEANED AND PAINTED WITH POWDERED ZINC PRIMER.
4. ALL GALVANIZED STEEL PIPE TO BE A.S.A. SCH. 40.
5. GATE SHALL HAVE HEAVY DUTY HINGES AND LOCKING DEVICE.
6. SPLICES SHOULD ONLY OCCUR AT CROSSRAILS.
7. CAP TOPS OF UPRIGHTS SHALL EITHER HAVE A CONTINUOUS WELD OR HAVE "SET SCREWS" SO THEY CAN NOT BE REMOVED.
8. USE ONLY A HEAVY DUTY LATCH ON GATE.
9. CONCRETE FOR FOOTINGS TO HAVE A MINIMUM 28 DAY COMPRESSIVE STRENGTH OF 3000 PSI.

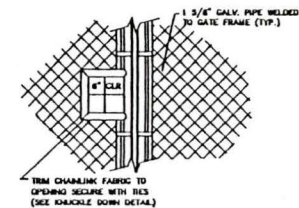


NOTE: ALL MATERIALS FURNISHED BY CONTRACTOR UNLESS OTHERWISE NOTED.

KNUCKLED DOWN DETAIL
N.T.S.



GRAVEL/WEED CLOTH DETAIL
N.T.S.



GATE CHAIN LOCK OPENING DETAIL
N.T.S.

MetroPCS

1401 NW 138th AVENUE
SUNRISE, FL 33323

PROJECT INFORMATION:

KINGS HWY WATER TOWER
FL-236 SW-584A
6200 COLLEGE LN.
VERO BEACH, FLORIDA 32966
INDIAN RIVER COUNTY

CURRENT ISSUE DATE:

MARCH 2005

ISSUED FOR:

CONSTRUCTION DRAWINGS

REV. DATE DESCRIPTION:

REV.	DATE	DESCRIPTION

SEAL:



PLANS PREPARED BY:

Kimley-Horn
and Associates, Inc.
4431 EMBARCADERO DR.
WEST PALM BEACH, FLORIDA 33407
(561) 845-0665
PMP: C000000000

PROVIDER:

MetroPCS

1401 NW 138th AVENUE
SUNRISE, FL 33323

DRAWN BY: CHK. APV:

LF	JRL	ORT
----	-----	-----

LICENSURE:

DAVID STEWART	PE 21180
KEVIN R. BOGACH	PE 20281
MARK FARMER	PE 21187
BRUCE W. HARRISON	PE 21187
OSCAR R. TOLLE	PE 20742
ANGELINA FARMER	PE 23006

SHEET TITLE:

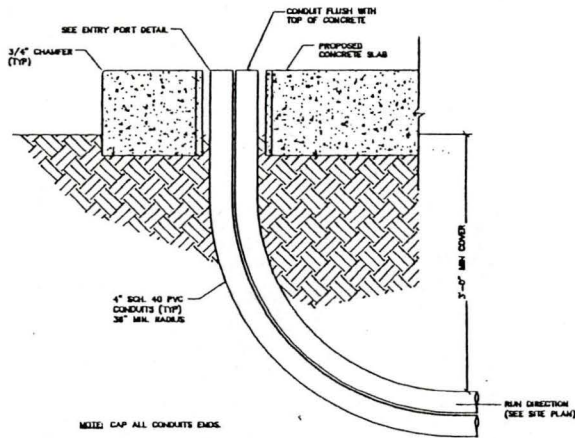
FENCING AND GRAVEL
ROAD DETAILS

SHEET NUMBER: REVISION:

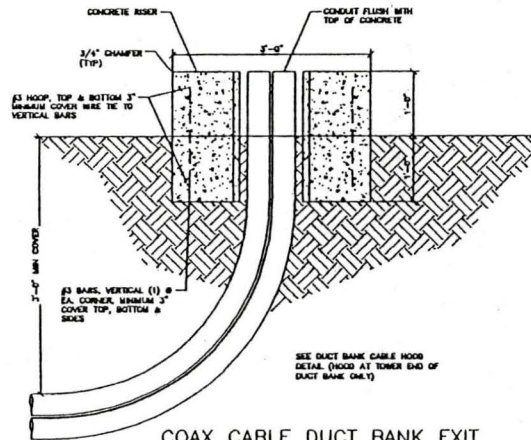
C-4

KVA Job #:

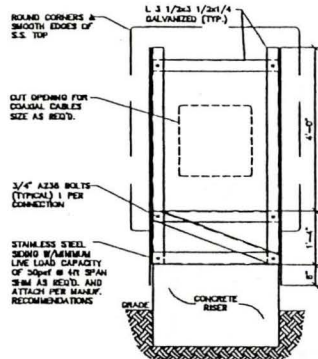
044411355



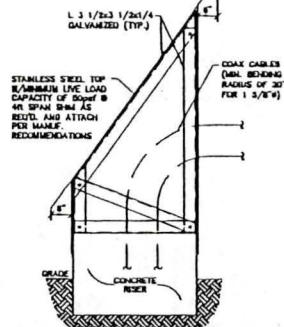
COAX CABLE DUCT BANK ENTRY
PORT AT EQUIPMENT PAD
N.T.S.



COAX CABLE DUCT BANK EXIT
PORT AT TOWER
N.T.S.

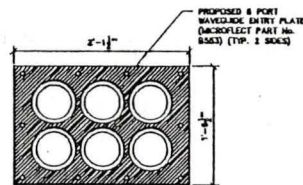


DUCT BANK CABLE HOOD
FRAMING FRONT VIEW
N.T.S.

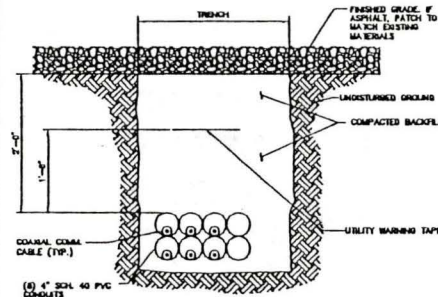


DUCT BANK CABLE HOOD
FRAMING SIDE VIEW
N.T.S.

NOTE: PROVIDE AT TOWER END OF DUCT BANK ONLY.



COAX CABLE ENTRY PORT
N.T.S.



FOR SERVICE CABLE INSTALLATION
INSTALL PULL STRING IN EACH CONDUIT

JOINT SERVICE TRENCH
FOR BURIED CONDUIT
N.T.S.

ELECTRIC AND TELEPHONE SERVICE
CONTRACTOR TO VERIFY SEPARATION DIMENSION WITH LOCAL UTILITY

MetroPCS

1401 NW 138th AVENUE
SUNRISE, FL 33323

PROJECT INFORMATION:

KINGS HWY WATER TOWER
FL-236 SW-584A
6200 COLLEGE LN.
VERO BEACH, FLORIDA 32966
BROWARD COUNTY

CURRENT ISSUE DATE:

MARCH 2005

ISSUED FOR:

CONSTRUCTION DRAWINGS

REV. DATE: DESCRIPTION:

SEAL:

PLANS PREPARED BY:

Kimley-Horn
and Associates, Inc.
© 2005 KIMLEY-HORN AND ASSOCIATES, INC.
4431 EMBARCADERO DR.
WEST PALM BEACH, FLORIDA 33407
(561) 845-0665
FAX: 561-845-0666

PROVIDER:

MetroPCS

1401 NW 138th AVENUE
SUNRISE, FL 33323

DRAWN BY: CHK.: APV.:

LLF JRL CRT

LOCUSURE:

DANIEL STEINMETZ	PC 21180
KATHY M. HUGHES	PC 21221
MARK FARRIS	PC 21267
RENEE HUGHES	PC 21267
ORVILLE A. VAUGHN	PC 21273
ANGELINA FARRIS	PC 21268

SHEET TITLE:

DETAILS

SHEET NUMBER: REVISION:

C-5

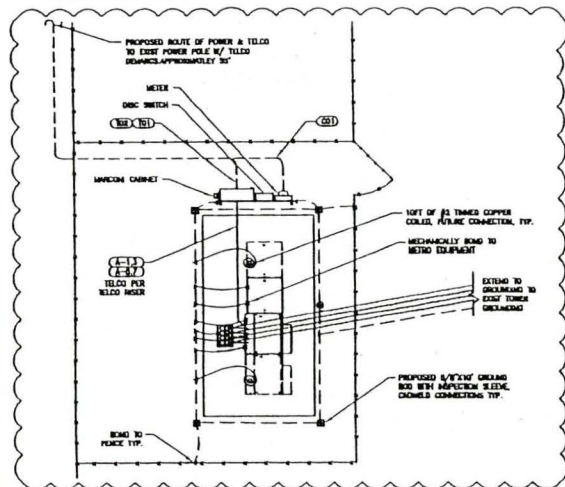
KHA Job #:

044411355

1. ALL CONDUIT RUNS AND EQUIPMENT LOCATIONS ARE SHOWN DIAGRAMMATICALLY. CONTRACTOR TO FIELD COORDINATE WITH UTILITY COMPANIES BEFORE INSTALLATION.
2. CONTRACTOR SHALL PROVIDE TRAFFIC NOTED, GRANITE 1/4" LISTED, PULL BOXES WHERE REQUIRED.
3. WHERE U.G. CONDUIT ROUTE IS UNDER EXIST SLAB CUT AND POUGH ASPHALT, CONTRACTOR AS REQUIRED, MATCH EXIST.

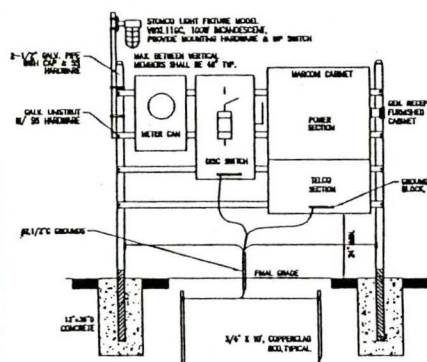
TOTAL LOAD	AMPS
PROPOSED METROPOLIS LOAD	130
TOTAL	130
METROPOLIS AMPS PROVIDED: 1C/6 3/8 CU	

ALL EXPOSED CONDUIT
SHALL BE RGSIIII

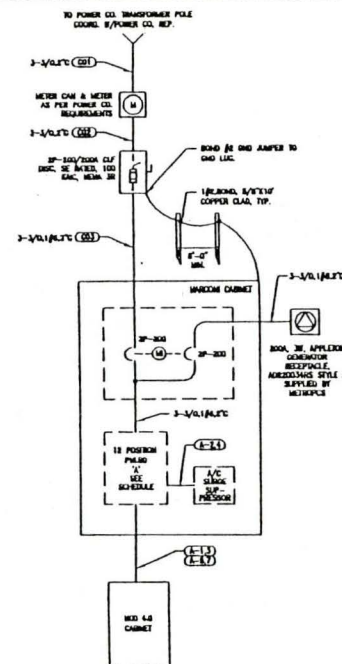


MTS

MTS



NT



4

4. THE CONTRACTOR SHALL PROVIDE ALL MATERIAL AND LABOR FOR A COMPLETE ELECTRICAL INSTALLATION AS INDICATED ON THE DRAWINGS. ITEMS NOT SHOWN BUT NECESSARY FOR A COMPLETE INSTALLATION SHALL BE INCLUDED.
5. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS, INSPECTIONS AND APPROVALS.
6. ALL WORK SHALL CONFORM TO THE NATIONAL ELECTRICAL CODE AND THE LOCAL BUILDING CODES. ALL COMPONENTS SHALL BE WELL APPROVED.
7. THE CONTRACTOR SHALL BEFORE SUBMITTING HIS BID, VISIT THE SITE OF THE PROJECT AND BECOME FAMILIAR WITH THE CONDITIONS. NO ALLOWANCE WILL BE MADE FOR EXISTING CONDITIONS OR FAILURE OF THE CONTRACTOR TO OBSERVE THEM.
8. EXACT LOCATION OF ALL EQUIPMENT SHALL BE COORDINATED WITH WIRELESS CARRIER, THE BUILDING OWNER AND OTHER SERVICES.
- F. WHERE EQUIPMENT IS SPECIFIED BY MANUFACTURER AND TYPE, SUBSTITUTION SHALL ONLY BE MADE WITH THE APPROVAL OF THE ENGINEER. THE CONTRACTOR SHALL SUBMIT SAMPLES OF PROPOSED EQUIPMENT, DESIGN FOR CHANGE AND CHANGE IN CONTRACT AMOUNT.
- G. SCOPE OF WORK
1. THE CONTRACTOR SHALL PROVIDE ALL ELECTRICAL WIRING AND EQUIPMENT UNLESS OTHERWISE INDICATED. MAIN COMPONENTS ARE AS FOLLOWS
1. PROVIDE ELECTRICAL SERVICE AS INDICATED ON THE DRAWINGS.
 2. PROVIDE SERVICE EQUIPMENT INSTALLED AS ORDERED BY CARRIER AND AS INDICATED ON THE DRAWINGS.
 3. PROVIDE TELEPHONE CONSULT WITH WALL WIRE AND CABLE AS INDICATED ON DRAWINGS.
 4. COORDINATE ELECTRICAL SERVICE WITH POWER CO. CONSULT REPRESENTATIVE & OBTAIN PULL CURRENT LETTER PRIOR TO CONSTRUCTION. CONTRACTORS SHALL OBTAIN APPROVAL FROM THE POWER CO. PRIOR TO CONSTRUCTION. CONTRACTORS SHALL NOT REMOVE CABLES LEAVING FLUES.
 5. COORDINATE TELEPHONE SERVICE WITH THE TELEPHONE CO. CONSULT REPRESENTATIVE PRIOR TO CONSTRUCTION.
 6. INSTALL WIRE AND CABLE AS INDICATED, PROVIDE CABLE SUPPORTS AS INDICATED.
 7. PROVIDE GROUNDING AND LIGHTNING PROTECTION WHERE AS INDICATED.
 8. RESTORE ALL AREAS TO ORIGINAL CONDITION AFTER INSTALLATION OF CONCRETE.
 9. CONTRACTOR SHALL CLEAN LINES, DISCONNECTERS AND OTHER RELATED CABLE.
 10. AT THE TIME OF PLUMB FINISHING, CONTRACTOR SHALL APPLY FOR A WIRET (Q) DAY TELEPHONE POWER POINT FOR TESTING PURPOSES.
- H. CONSULT
1. CONSULT SHALL BE DONE ON THE DRAWINGS AS A WARNING, THE CONTRACTOR SHALL INCREASE AS REQUIRED FOR DUE OF PULLING.
2. CONSULT TYPES SHALL BE AS FOLLOWS UNLESS OTHERWISE INDICATED:
1. ALL ABOVE SPINE CONSULT SHALL BE INDOOR SCHEDULED 40.
 2. ALL CONSULT BELOW SPINE SHALL BE EXHAUSTED 40 PVC.
 3. EXPLODED CONSULT IN WALLS OR ABOVE CEILING SHALL BE 40.
 4. ALL EXPLODED CONSULT SHALL BE HEAVILY SCHEDULED AND RUN PARALLEL OR PERPENDICULAR TO STRUCTURE. FLOORING, CEILING AND WALLING SHOWN.

SHALL BE HOT DIPPED GALVANIZED STEEL. NYLON INSULATED BLANKETS SHALL BE USED ON ALL CONSULT TERMINATIONS.

- B. FLEX CONDUIT SHALL BE LIQUID TIGHT FLEXIBLE METALLIC CONDUIT.
- C. NO CONDUIT SHALL BE INSTALLED IN LIFE SAFETY AREAS SUCH AS STAIRWAYS.
- D. CONDUIT ROUTES ARE TO BE IDENTIFIED. FIELD VERIFY ROUTE BEFORE BID. COORDINATE ROUTE WITH UNWELDED CHIMNEY AND BUILDING OWNER.
- E. WEATHER-PROOF HUBS SHALL BE USED FOR ALL TOP AND SIDE PENETRATIONS TO ENCLOSURES LOCATED OUTDOORS.

- A. CONDUCTORS SHALL BE STRIPPED CUPPER TYPE WITH 78 DEGREE C RISE ALLOWANCE.
- B. PULL BOXES AND JUNCTION BOXES
- C. INTERIOR ENCL. SHALL BE NEAR 1, EXTERIOR ENCL. SHALL BE NEAR 3R.
- D. UNGROUNDING
- E. PROVIDE GROUNDING AS INDICATED ON THE DRAWINGS AND AS REQUIRED BY THE WIRING, ELECTRIC CODE AND RADIO EQUIPMENT MANUFACTURERS.
- F. ALL INCOMING BULGING UNGROUNDING CONNECTIONS BECOMING CONNECTIONS THROUGH THE EXISTING SYSTEM SHALL BE COMPARISON FROM HIGH SWITCH GROUND BUSHES TO 1/2" PLAIN PIPES, UNGROUNDING BUSHES TO BRANCH CIRCUIT OVERHEADS, MOTORS, LINES, ETC. THESE GROUND CONNECTIONS ARE REQUIRED INDEPENDENT OF THE PROJECT REGARDS OF WHETHER CONTRACT READS SHOW GROUNDING CONNECTIONS ON THE DRAWINGS.
- G. COORDINATE WITH ENCLOSEURE SUPPLIER TO INSTALL TIEED GROUND BARS BEHIND THE TIEED BARS, CONNECT TO MAIN GROUNDING.

- | ABBREVIATIONS | | | |
|---------------|----------------------|------|----------------------------|
| ANT | ANTENNA | EMT | ELECTRICAL METALLIC TUBING |
| ARM | ARMED; NINE GAUGE | EM | EMERGENCY |
| BOF | BOMB COPPER NAIL | LP | LOW PRESSURE |
| BOF | BOMB COPPER NAIL | S.S. | STAINLESS STEEL |
| BT | TYPICAL | PL | PLATE |
| CS | CRUS CALUMNEED STEEL | CP | CORRUST LAMING FLOW |
| | | DM | CONCT. PRAIL MANAGER |
-
- | SYMBOLS | | | |
|---------|-------------------------------|-------|------------------------------|
| V | CABLES TYPE CONNECTION | (C1) | CONDUCT TAP 1 REFER TO INDEX |
| □ | 1/4" NPT OF CUPULATED BEND | (C-2) | CONDUCT TAP 2 REFER TO INDEX |
| □ | 1/2" NPT OF CUPULATED BEND | | |
| □ | 3/4" NPT OF CUPULATED BEND | | |
| □ | 1" NPT OF CUPULATED BEND | | |
| □ | 1 1/2" NPT OF CUPULATED BEND | | |
| □ | 2" NPT OF CUPULATED BEND | | |
| □ | 2 1/2" NPT OF CUPULATED BEND | | |
| □ | 3" NPT OF CUPULATED BEND | | |
| □ | 3 1/2" NPT OF CUPULATED BEND | | |
| □ | 4" NPT OF CUPULATED BEND | | |
| □ | 4 1/2" NPT OF CUPULATED BEND | | |
| □ | 5" NPT OF CUPULATED BEND | | |
| □ | 5 1/2" NPT OF CUPULATED BEND | | |
| □ | 6" NPT OF CUPULATED BEND | | |
| □ | 6 1/2" NPT OF CUPULATED BEND | | |
| □ | 7" NPT OF CUPULATED BEND | | |
| □ | 7 1/2" NPT OF CUPULATED BEND | | |
| □ | 8" NPT OF CUPULATED BEND | | |
| □ | 8 1/2" NPT OF CUPULATED BEND | | |
| □ | 9" NPT OF CUPULATED BEND | | |
| □ | 9 1/2" NPT OF CUPULATED BEND | | |
| □ | 10" NPT OF CUPULATED BEND | | |
| □ | 10 1/2" NPT OF CUPULATED BEND | | |
| □ | 11" NPT OF CUPULATED BEND | | |
| □ | 11 1/2" NPT OF CUPULATED BEND | | |
| □ | 12" NPT OF CUPULATED BEND | | |
| □ | 12 1/2" NPT OF CUPULATED BEND | | |
| □ | 13" NPT OF CUPULATED BEND | | |
| □ | 13 1/2" NPT OF CUPULATED BEND | | |
| □ | 14" NPT OF CUPULATED BEND | | |
| □ | 14 1/2" NPT OF CUPULATED BEND | | |
| □ | 15" NPT OF CUPULATED BEND | | |
| □ | 15 1/2" NPT OF CUPULATED BEND | | |
| □ | 16" NPT OF CUPULATED BEND | | |
| □ | 16 1/2" NPT OF CUPULATED BEND | | |
| □ | 17" NPT OF CUPULATED BEND | | |
| □ | 17 1/2" NPT OF CUPULATED BEND | | |
| □ | 18" NPT OF CUPULATED BEND | | |
| □ | 18 1/2" NPT OF CUPULATED BEND | | |
| □ | 19" NPT OF CUPULATED BEND | | |
| □ | 19 1/2" NPT OF CUPULATED BEND | | |
| □ | 20" NPT OF CUPULATED BEND | | |
| □ | 20 1/2" NPT OF CUPULATED BEND | | |
| □ | 21" NPT OF CUPULATED BEND | | |
| □ | 21 1/2" NPT OF CUPULATED BEND | | |
| □ | 22" NPT OF CUPULATED BEND | | |
| □ | 22 1/2" NPT OF CUPULATED BEND | | |
| □ | 23" NPT OF CUPULATED BEND | | |
| □ | 23 1/2" NPT OF CUPULATED BEND | | |
| □ | 24" NPT OF CUPULATED BEND | | |
| □ | 24 1/2" NPT OF CUPULATED BEND | | |
| □ | 25" NPT OF CUPULATED BEND | | |
| □ | 25 1/2" NPT OF CUPULATED BEND | | |
| □ | 26" NPT OF CUPULATED BEND | | |
| □ | 26 1/2" NPT OF CUPULATED BEND | | |
| □ | 27" NPT OF CUPULATED BEND | | |
| □ | 27 1/2" NPT OF CUPULATED BEND | | |
| □ | 28" NPT OF CUPULATED BEND | | |
| □ | 28 1/2" NPT OF CUPULATED BEND | | |
| □ | 29" NPT OF CUPULATED BEND | | |
| □ | 29 1/2" NPT OF CUPULATED BEND | | |
| □ | 30" NPT OF CUPULATED BEND | | |
| □ | 30 1/2" NPT OF CUPULATED BEND | | |
| □ | 31" NPT OF CUPULATED BEND | | |
| □ | 31 1/2" NPT OF CUPULATED BEND | | |
| □ | 32" NPT OF CUPULATED BEND | | |
| □ | 32 1/2" NPT OF CUPULATED BEND | | |
| □ | 33" NPT OF CUPULATED BEND | | |
| □ | 33 1/2" NPT OF CUPULATED BEND | | |
| □ | 34" NPT OF CUPULATED BEND | | |
| □ | 34 1/2" NPT OF CUPULATED BEND | | |
| □ | 35" NPT OF CUPULATED BEND | | |
| □ | 35 1/2" NPT OF CUPULATED BEND | | |
| □ | 36" NPT OF CUPULATED BEND | | |
| □ | 36 1/2" NPT OF CUPULATED BEND | | |
| □ | 37" NPT OF CUPULATED BEND | | |
| □ | 37 1/2" NPT OF CUPULATED BEND | | |
| □ | 38" NPT OF CUPULATED BEND | | |
| □ | 38 1/2" NPT OF CUPULATED BEND | | |
| □ | 39" NPT OF CUPULATED BEND | | |
| □ | 39 1/2" NPT OF CUPULATED BEND | | |
| □ | 40" NPT OF CUPULATED BEND | | |
| □ | 40 1/2" NPT OF CUPULATED BEND | | |
| | | | |

C&W engineering ELECTRICAL CONSULTANTS 4230 S. GARDENWAY AVE., SUITE 17 DOWD PARK BUILDING, R. 2ND FLOOR (919) 890-4330, FAX (919) 890-4080 E-MAIL: C&WENR@AOL.COM		8 7 6 5 4 3 2 1
REGISTRATION NUMBERS		
C & W ENGINEERING DALE B. WALKER, ELECTRICAL PE CHARLES CLARK, ELECTRICAL PE	ENGINEER-PE 38914 17774	

6

5

参考文献

1401 NW 130th Avenue
Sunrise, FL 33323

PROJECT INFORMATION:
KINGS HWY WATER TOWER
FL-236 SW-584A
6200 COLLEGE LN.
VERO BEACH, FLORIDA 32966
INDIAN RIVER COUNTY

CURRENT ISSUE DATE:

MARCH 2005

ISSUED FOR:

CONSTRUCTION DRAWINGS

REV: DATE: DESCRIPTION:

A	3-16-05	PER OTHER CHANGES

SEMI-

PLANS PREPARED BY:

 **Kimley-Horn
and Associates, Inc.**
© JERRY KIMLEY-HORN AND ASSOCIATES, INC.
4431 EMBARCADERO DR.
WEST PALM BEACH, FLORIDA 33407
(561) 845-0885
ENR 04/05/98

PROVIDER:

1401 NW 130th Avenue
Sunrise, FL 33221

DRAWN BY: CHK: APV.		
GH	JLR	D

LICENSURE: F

DAVID STERNET	PE 38180
KOHN M. SCHAMER	PE 80220
MAURE FARNCHOLD	PE 81060
ELIZABETH MORRISON	PE 81060
OSCAR B. TAZDE	PE 80740
ANGELINA FARNCHOLD	PE 43800

SHEET TITLE

ELECTRICAL
SITE PLAN

SHEET NUMBER _____ REVISION _____

E-1

KHA Job #: 044411355

EXHIBIT "D"

Equipment Description

See attached list of equipment from MetroPCS California/Florida, Inc.

**Behind this sheet attach Certificate of Liability Insurance from
MetroPCS California/Florida, Inc.**

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 03/24/2005
PRODUCER (972)419-7500 FAX (972)419-7555 Sleeper Sewell & Company 12222 Merit Dr., Suite 200 Dallas, TX 75251-2297		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED MetroPCS Communications, Inc. 8144 Walnut Hill Lane Suite 800 Dallas, TX 75231		INSURERS AFFORDING COVERAGE INSURER A: St. Paul Fire & Marine Insurance Company INSURER B: INSURER C: INSURER D: INSURER E:
		NAIC #

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR ADD'L LTR INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS		
A	GENERAL LIABILITY	TE09102833-R	09/01/2004	09/01/2005	EACH OCCURRENCE	\$ 1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000	
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 0	
					PERSONAL & ADV INJURY	\$ 1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	\$ 2,000,000	
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG	\$ 2,000,000	
A	AUTOMOBILE LIABILITY	TE09102833-01-R	09/01/2004	09/01/2005	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$	
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$	
	<input checked="" type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$	
	<input checked="" type="checkbox"/> HIRED AUTOS						
	<input checked="" type="checkbox"/> NON-OWNED AUTOS						
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$	
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$	
					AUTO ONLY: AGG	\$	
A	EXCESS/UMBRELLA LIABILITY	TE09102833-R	09/01/2004	09/01/2005	EACH OCCURRENCE	\$ 5,000,000	
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$ 5,000,000	
						\$	
	<input type="checkbox"/> DEDUCTIBLE					\$	
	<input checked="" type="checkbox"/> RETENTION \$ 10,000					\$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WVA9108519-R	09/01/2004	09/01/2005	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS	OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$ 1,000,000	
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	
					E.L. DISEASE - POLICY LIMIT	\$ 1,000,000	
A	OTHER Business Personal Property	TE09102833-R	09/01/2004	09/01/2005	\$5,000,000 Special Form Including Theft		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 RE: Site#FTP236SW584/Kings Hwy Water Tower 1805 58th Ave, Vero Beach FL 32966
 Indian River County as political subdivision of the State of Florida, is included as Additional Insured with respects to the General Liability Policy.

CERTIFICATE HOLDER

Indian River County Steve Doyle 1840 25th Street Vero Beach, FL 33960	<h4>CANCELLATION</h4> <p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.</p> <p>AUTHORIZED REPRESENTATIVE Doug Jones</p>
--------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

This instrument prepared by:
Michael Christiansen
Mastriana & Christiansen
1500 North Federal Highway, Suite 200
Fort Lauderdale, Florida 33304

Return this instrument to:
Michael Christiansen
Mastriana & Christiansen
1500 North Federal Highway, Suite 200
Fort Lauderdale, Florida 33304

Do not write above this line - this space reserved for recording purposes

Site Name: Kings Highway Water Tank

Site I. D. 584-236

Memorandum of Tower Space License Agreement

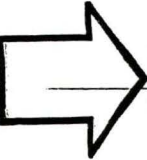
This memorandum evidences that a lease was made and entered into by written Tower License Agreement dated March 16, 2005, between Indian River County ("Licensor") and MetroPCS California/Florida, Inc., a Delaware corporation ("Licensee").

Such Agreement provides in part that Licensor leases to **METRO PCS** a certain site ("Site") located at 1805 58th Ave., City of Vero Beach, County of Indian River, State of Florida, within the property of Licensor which is described in Exhibit A attached hereto, with grant of easement for unrestricted rights of access thereto and to electric and telephone facilities for a term of five (5) years commencing on March 16, 2005, which term is subject to three (3) additional five (5) year extension periods by Licensee.

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year first above written.

"LICENSOR"

"LICENSEE"

Indian River County

MetroPCS California/Florida, Inc., a
Delaware corporation

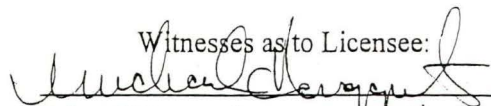
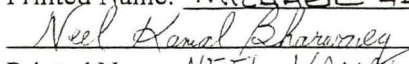
By: _____
Name: _____
Title: _____
Address: _____

By: Chuck Rice
Name: Chuck Rice
Title: VP Finance
Address: 17401 NW 136th AVE
SUNRISE, FLORIDA 33323

Witnesses as to Licensor:

Printed Name: _____
Printed Name: _____

Witnesses as to Licensee:


Printed Name: MICHAEL HAGGERTY

Printed Name: NEEL KAMAL BHARGAVA

OWNER NOTARY BLOCK:

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2005, by _____, as _____ of _____, a _____ corporation.

(AFFIX NOTARIAL SEAL)

(OFFICIAL NOTARY SIGNATURE)
NOTARY PUBLIC—STATE OF _____

My commission expires:

(PRINTED, TYPED OR STAMPED NAME OF NOTARY)
COMMISSION NUMBER: _____

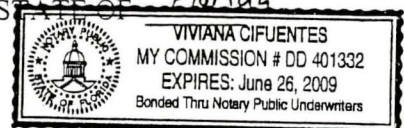
METRO PCS NOTARY BLOCK:

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 23RD day of MARCH, 2005, by CHUCK RICE, VP FINANCE of MetroPCS California/Florida, Inc., a Delaware corporation, who executed the foregoing instrument on behalf of such corporation.

(AFFIX NOTARIAL SEAL)

(OFFICIAL NOTARY SIGNATURE)
NOTARY PUBLIC—STATE OF Florida



My commission expires: 6-26-09

(PRINTED, TYPED OR STAMPED NAME OF NOTARY)

This instrument prepared by:

Michael Christiansen
Mastriana & Christiansen
1500 North Federal Highway, Suite 200
Fort Lauderdale, Florida 33304

Return this instrument to:

Michael Christiansen
Mastriana & Christiansen
1500 North Federal Highway, Suite 200
Fort Lauderdale, Florida 33304

STATE OF FLORIDA
INDIAN RIVER COUNTY

THIS IS TO CERTIFY THAT THIS IS
A TRUE AND CORRECT COPY OF
THE ORIGINAL ON FILE IN THIS
OFFICE.

JEFFREY K. BARTON, CLERK

BY [Signature]
DATE 06-16-05

Do not write above this line - this space reserved for recording purposes

Site Name: Kings Highway Water Tank

Site I. D. 584-236

Memorandum of Tower Space License Agreement

This memorandum evidences that a lease was made and entered into by written Tower License Agreement dated March 16, 2005, between Indian River County ("Licensor") and MetroPCS California/Florida, Inc., a Delaware corporation ("Licensee").

Such Agreement provides in part that Licensor leases to **METRO PCS** a certain site ("Site") located at 1805 58th Ave., City of Vero Beach, County of Indian River, State of Florida, within the property of Licensor which is described in Exhibit A attached hereto, with grant of easement for unrestricted rights of access thereto and to electric and telephone facilities for a term of five (5) years commencing on March 16, 2005, which term is subject to three (3) additional five (5) year extension periods by Licensee.

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year first above written.

"LICENSOR"

Indian River County

By: [Signature]
Name: Thomas S. Lowther
Title: Chairman
Address: 1840 25th Street
Vero Beach, FL 32960-3365

Witnesses as to Licensor:

Kimberly E. Massung
Printed Name: Kimberly E. Massung
Sandra L. Wright
Printed Name: SANDRA L. WRIGHT

"LICENSEE"

MetroPCS California/Florida, Inc., a
Delaware corporation

By: Chuck Rice
Name: Chuck Rice
Title: VP Finance
Address: 1401 NW 136th Ave
SUNRISE, FLORIDA 33123

Witnesses as to Licensee:

Michael Haggerty
Printed Name: Michael Haggerty
Neel Kamyk Sharawney
Printed Name: NEEL KAMYK SHARAWNEY

OWNER NOTARY BLOCK:

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this 3rd day of May, 2005, by Thomas S. Lowther, as Chairman of Indian River County, a corporation.

(AFFIX NOTARIAL SEAL)

Kimberly E. Massung
(OFFICIAL NOTARY SIGNATURE)
NOTARY PUBLIC—STATE OF FL

My commission expires:

Kimberly E. Massung
(PRINTED, TYPED OR STAMPED NAME OF NOTARY)
COMMISSION NUMBER DD216583 EXPIRES July 15, 2007
BONDED THRU TROY FAIR INSURANCE, INC.

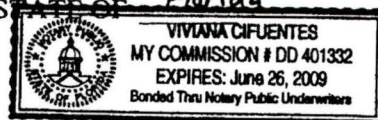
METRO PCS NOTARY BLOCK:

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 23rd day of MARCH, 2005, by CHUCK RICE, VP FINANCE of MetroPCS California/Florida, Inc., a Delaware corporation, who executed the foregoing instrument on behalf of such corporation.

(AFFIX NOTARIAL SEAL)

[Signature]
(OFFICIAL NOTARY SIGNATURE)
NOTARY PUBLIC—STATE OF Florida



My commission expires: 6-26-09

(PRINTED, TYPED OR STAMPED NAME OF NOTARY)