

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 11/19/2014

Contract/Lease Control #: L15-0414-PS

Bid #:

Contract/Lease Type: LEASE

Award To/Lessee: VERIZON

Owner/Lessor: OKALOOSA COUNTY

Effective Date: TBD BEGINNING 1ST DAY OF MONTH OF INSTALLATION

Term: 5 YRS FROM INSTALLATION

Description of Contract/Lease: SILVER LAKE

Department: PS

Department Monitor: VILLANI

Monitor's Telephone #: 850-651-5607

Monitor's FAX # or E-mail: DVILLANI@CO.OKALOOSA.FL.US

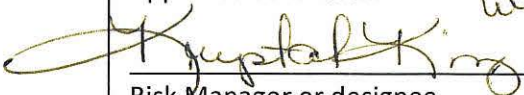
Closed: _____

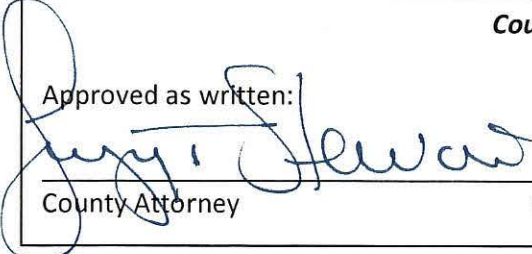
cc: Finance Department Contracts & Grants Office

CONTRACT & LEASE INTERNAL COORDINATION SHEET

Contract/Lease Number: <u>L15-0414-PS</u>	Tracking Number: <u>1096-14</u>
Contractor/Lessee Name: <u>Varijon Wireless</u>	Grant Funded: YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Purpose: <u>Laurel Hill Property</u>	
Date/Term: <u>date of execution + 5 yrs w/ 2 add systems</u>	1. <input type="checkbox"/> GREATER THAN \$50,000
Amount: <u>N/A</u>	2. <input type="checkbox"/> GREATER THAN \$25,000
Department: <u>PS</u>	3. <input checked="" type="checkbox"/> \$25,000 OR LESS
Dept. Monitor Name: <u>Villani Dunlap</u>	
Document has been reviewed and includes any attachments or exhibits.	

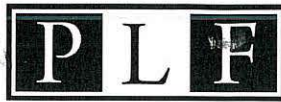
Purchasing Review	
Procurement requirements are met:	
 Purchasing Director or Designee	Date: <u>9/2/14</u>
Joanne Kublik	

Risk Management Review	
Approved as written: <u>*We don't carry \$2M BI limits we have GL of \$1M removed jtc</u>	
 Risk Manager or designee	Date: <u>9-2-14</u>
Krystal King	

County Attorney Review	
Approved as written:	
 County Attorney	Date: <u>9-4-14</u>
Gregory T. Stewart	

Following Okaloosa County approval:

Contracts & Grants	
Document has been received:	
_____ Contracts & Grants Manager	Date: _____



PENNINGTON
L A W F I R M , L L C

SUMMERHALL
PARALEGAL
SUMMERHALL@PENNLAWFIRM.COM

November 13, 2014

VIA OVERNIGHT EXPRESS

Daniel R. Dunlap, ENP
911 Communications Division Chief
Okaloosa County Department of Public Safety
90 College Boulevard East
Niceville, FL 32578

RE: LICENSE AGREEMENT BETWEEN VERIZON WIRELESS PERSONAL
COMMUNICATIONS LP D/B/A VERIZON WIRELESS AND OKALOOSA
COUNTY, FLORIDA

(SILVER LAKE SITE / PC LAW NO. 1127-1561)

Dear Mr. Dunlap:

I hope this letter finds you well. Enclosed for signature, please find three (3) License Agreements in regards to the above-referenced matter. Please have these documents executed and return one (1) original Agreement to my attention for Verizon Wireless' records.

If you have questions or comments, or if you need additional information, please do not hesitate to contact me.

Sincerely,

PENNINGTON LAW FIRM, L.L.C.

Summer Hall

Enclosures

R:\GULF COAST EAST\MISCELLANEOUS SITES\SILVER LAKE (IN-BOUND)\Okaloosa County Letter (PE Documents).docx

1501 Main Street, Suite 600 (29201)
Post Office Box 2844, Columbia, South Carolina 29202
Telephone: 803-929-1070 Fax: 803-929-1075

www.pennlawfirm.com

LICENSE AGREEMENT

THIS LICENSE AGREEMENT, made the 18 day of November, 2014, between **VERIZON WIRELESS PERSONAL COMMUNICATIONS LP d/b/a Verizon Wireless**, with its principal office at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter called Licensor, and **OKALOOSA COUNTY, FLORIDA**, with a mailing address of 602 North Pearl Street, Crestview, Florida, 32536 (telephone number 850-689-5960) hereinafter called Licensee.

WITNESSETH:

WHEREAS, Licensor leases a portion of that certain parcel of property (hereinafter called Property) located at Caveman Road, Laurel Hill, Okaloosa County, Florida, further identified as Site Name "Silver Lake" and being described as a 100' x 100' parcel containing 10,000 square feet (the "Site"), together with the non-exclusive right for ingress and egress, 7 days a week, 24 hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, poles, cables and pipes over, under, and along a thirty foot (30') wide right-of-way extending from the nearest public right-of-way to the demised premises.

WHEREAS, Licensee wishes to license from Licensor space within the Site so that Licensee can install, operate and maintain a communications facility for the purpose of public safety and emergency communications.

NOW THEREFORE, in consideration of the mutual covenants contained herein and intending to be legally bound hereby, the parties hereto agree to the following terms and conditions:

1. Licensor hereby licenses to Licensee a 4' x 8' parcel containing 32 square feet for the installation of Licensee's equipment within Licensor's Property, hereinafter called "Premises". The Premises is being substantially as described in Exhibit "A" attached hereto and made a part hereof. Licensor and Licensee agree and acknowledge that Licensee's equipment on the Premises will be used solely for the purpose of public safety and emergency services. Licensor also licenses to Licensee space on Licensor's tower at the 153' level for the installation of its antenna as described on Exhibit "B" attached hereto and made a part hereof.

2. This License Agreement shall be for a term of five (5) years commencing on the first (1st) day of the month in which Licensee commences installation of its equipment on the Premises (the "Commencement Date"). Licensor and Licensee agree that they shall acknowledge in writing the Commencement Date. There is no rent associated with this License Agreement.

LEASE # L14-0414-PS
VERIZON
SILVER LAKE PROPERTY
EXPIRES: 5 YRS FROM INSTALLATION
TBD W/2-FIVE YR RENEWALS

3. Licensee may have the option to extend this license for two (2) additional five (5) year terms by giving Licensor written notice of its intention to do so at least six (6) months prior to the end of the then current term.

4. Licensee's equipment shall be purchased, installed and maintained, at the expense of Licensee, and must be kept and maintained at all times in a good state of repair and maintenance and in compliance with all laws, rules and regulations of any and all governmental authorities and Licensee shall defend, indemnify and save Licensor harmless from any claims or suits arising by reason of Licensee's failure to so keep and maintain its equipment or to comply with such laws, rules or regulations. Licensor assumes no responsibility for the licensing, operation or maintenance of the Licensee's equipment.

Licensee represents that it shall use its best efforts to obtain all certificates, permits or other governmental approvals required by any federal, state or local authorities in order to enable it to operate its equipment. Upon request from the Licensor, Licensee shall provide to Licensor reasonable information concerning the status of Licensee's efforts to obtain such certificates, permits or approvals. Further, in connection with obtaining of such certificates, permits or approvals, Licensee shall have no authority to make any representations on behalf of the Licensor or to indicate that the Licensee is acting on behalf of the Licensor, without the express written approval of the Licensor. Licensee shall defend, indemnify and hold harmless the Licensor from and against any and all claims, suits or damages arising out of any action taken by the Licensee in violation or contradiction of the preceding sentence.

5. Licensee shall defend, indemnify and save harmless Licensor from and against any and all claims and suits (and all costs and expenses incidental thereto, including attorney's fees) for damages arising by reason of any injury or death to any person or persons, or damage to property of Licensor or other person or persons, where such injuries, losses or damage have been caused by any act or omission of Licensee, its agents, or employees at or around the Premises or by virtue of the Licensee's occupancy of the Premises.

6. No indemnity of Licensee under this Agreement against liability for damages arising out of bodily injury to persons or damage to property shall apply to any such injury or damage caused by or resulting from the sole negligence of Licensor, its agents or employees.

7. Licensee shall, at Licensee's sole cost and expense, comply with all of the requirements of the county, municipal, state, federal, and other applicable governmental authorities, now in force, or which may hereinafter be in force and shall defend, indemnify, and save harmless Licensor from any claims or suits arising by reason of Licensee's failure to comply with such requirements.

8. Licensee shall pay as an additional fee any increase in real estate taxes levied against the Licenser or its property which is directly attributable to the improvements constructed for or by Licensee. Any tax, assessment, levy, charge, fee or license imposed or required by reason of or in connection with property ownership or lease by Licenser, with regard to the premises, shall be paid in full by the Licenser. Any tax, assessment, levy, charge, fee, or license required by reason of the use of the premises by Licensee shall be paid in full by Licensee.

9. It is understood and agreed by and between the parties hereto that Licensee's equipment shall, unless otherwise agreed in writing, remain the personal property of Licensee and Licensee shall have the privilege and right to remove the same at any time during the term of this License Agreement provided that in the sole opinion of Licenser, the Premises and any personal property and fixtures thereon are returned to as good condition as they were prior to the installation of Licensee's equipment, reasonable wear and tear excepted.

10. Licensee agrees not to damage the Premises or any personal property or fixtures thereon in any way. Licensee shall be responsible and liable for any such damages.

11. It is agreed that any fixtures, structures, signs, or other improvements placed upon the Premises by Licensee may only be so placed with the express written approval of Licenser.

12. Licensee agrees that its equipment shall not cause interference to the use or enjoyment of the property of Licenser and other licensees located at the Premises or neighboring landowners including, but not necessarily limited to interference with radio communication facilities. In the event that Licensee's equipment causes such interference to such use or enjoyment, Licensee agrees immediately to cease operations until such interference is removed by Licensee, at its sole expense.

13. Licensee agrees to relocate Licensee's equipment in the event that the Licenser deems it necessary to use the space for Licenser, subsidiary, partner or affiliated entity's own purpose. The site of such relocation shall be by mutual agreement in writing between the Licenser and Licensee. In the event the Licenser and Licensee cannot agree upon the site for the relocation, the Licenser shall have the right to terminate this Agreement.

14. So long as Licensee is not in default, Licensee shall remove its equipment, as well as its fixtures, structures, signs or other improvements, if any, placed upon the Premises, upon the expiration of the term of this License Agreement or the termination hereof, whichever first occurs, unless the parties otherwise expressly agree in writing. In performing such removal, Licensee shall restore the Premises and any personal property and fixtures thereon to as good a condition as they were prior to the installation or

placement of such equipment, fixtures, signs or other improvements, reasonable wear and tear excepted, as determined in the sole opinion of Licensor. If Licensee fails to remove such equipment, fixtures, signs or other equipment within thirty (30) days of the expiration of this License Agreement, Licensor may remove and dispose of such equipment, fixtures, signs or other improvements without any liability or responsibility to the Licensee and the Licensee shall be responsible to the Licensor for all costs and expenses, including reasonable attorneys fees incurred by the Licensee with respect to such disposition.

15. It is further understood and agreed the Licensor must approve of, in writing, all contractors and personnel chosen by Licensee to install, maintain and operate the equipment and that Licensee's maintenance and operation of its system will in no way damage or interfere with the Licensor's use of the tower, antennas and appurtenances.

16. All installations and operation in connection with this License by Licensee shall meet with all applicable Rules and Regulations of the Federal Communications Commission, Federal Aviation Agency and all applicable codes and regulations of the municipality, county and state concerned. Under this License, the Licensor assumes no responsibility for the licensing, operation, and/or maintenance of Licensee's radio equipment.

17. The Licensor shall not be liable for injury or damage to any person or property occurring within or on the licensed property unless caused by or resulting from the sole negligence of the Licensor, its servants, agents or employees.

18. Installation and maintenance of the Licensee's equipment shall have the Licensor's prior written approval and shall be in accordance with the standards and requirements of the Licensor, and shall be done under the Licensor's supervision and shall be subject to Licensor's final written approval. The supervision, approval and other activities of Licensor under this Paragraph however, shall not constitute the waiver of any term or condition of this License Agreement. Scheduling of any and all work will be coordinated with the Licensor. Any future maintenance involving antennas and transmissions must be coordinated with Licensor within a reasonable time not less than forty-eight (48) hours prior to work being done. Failure to comply with the terms and conditions of this Paragraph shall be cause for immediate termination of this License Agreement by Licensor at its sole discretion. Any inspection or approval given or done by the Licensor pursuant to this Agreement is solely for its own benefit. The Licensor shall have no liability or responsibility to the Licensee or any third party as a result of any inspection or approval given by the Licensor and the Licensee should not rely upon the same other than for the specific purposes set forth herein.

Licensee shall comply with all specifications with regard to construction, radio frequency and installation on Licensor's tower as outlined in Exhibit "C" attached hereto and made a part hereof.

19. All of Licensee's equipment mounted on the tower must be attached securely to the tower with approved mounts, hangers, and clamps as directed by the Licenser. All cables and wires entering or exiting equipment buildings must do so in a manner approved by the Licenser. Failure to comply with the terms and conditions of this Paragraph shall be cause for immediate termination of this License Agreement by Licenser at its sole discretion.

20. At the time of the execution of this License Agreement, Licensee will provide to Licenser a copy of the Federal Communications Commission (F.C.C.) license authorizing the operation of Licensee's equipment.

21. Licensee will provide to Licenser a statement setting forth the manufacturer and model of the equipment to be installed on the premises at the time of execution of this License Agreement.

22. The parties hereby waive any and all rights of action for negligence against the other which may hereafter arise on account of damage to the premises or to property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the parties, or either of them. Licensee shall, at Licensee's own expense, carry liability insurance approved by Licenser which shall protect Licenser and Licensee jointly and severally from any suit, claim, or action which may arise from accident or injury to any person (including death) or including any extension hereof. Such insurance shall also protect Licenser from any suit, claim or action which may arise from Licensee's liability for damages to Licenser. Licenser and Licensee shall each be listed as an additional insured on such liability insurance policy. An approved certificate of such insurance shall be furnished to Licenser. Licensee shall be deemed to have complied with Licenser's requirement as to monetary limits if they carry a one (1) million dollar general liability insurance policy.

23. Licenser may at its sole discretion, supply Licensee with keys or security devices or codes for accessing the Premises. If Licenser makes any such keys or security devices available to Licensee, Licensee shall not duplicate or disclose such keys or security devices or codes and shall prevent its employees, agents, or representative from duplicating any keys or security devices or codes. Failure to comply with the terms and conditions of this paragraph shall cause for immediate termination of this License Agreement by Licenser, at its sole discretion.

24. Licensee will provide to Licenser on or before the effective date of this License Agreement, a list of all personnel authorized by Licensee to have access to its equipment, and will update such list as soon as reasonably practicable, upon a change in

such personnel, provided, however, that any personnel not on such list may not enter upon the Premises.

25. If the Premises should be deserted or vacated by the Licensee or if proceedings are commenced against the Licensee in any court under a Bankruptcy Act or for the appointment of a Trustee or a Receiver of the Licensee's property, the Licensors may immediately terminate the Agreement. Further, Licensors may terminate this License Agreement upon written notice to Licensee of a breach or default and, except where immediate termination is provided for under this License Agreement, after affording Licensee a period of thirty (30) days in the event of non-monetary default and ten (10) days in the event of monetary default from the date of Licensee's receipt of such notice (unless expressly extended in writing by the Licensors) to correct the breach of default. Additionally, if this License Agreement is terminated, the Licensors shall have the right to reenter or repossess the Premises licensed to the Licensee, either by force, summary proceedings, surrender, or otherwise, and dispossess and remove the Licensee from the Premises without being liable therefore. The Licensee waives service of notice of intention to re-enter or of instituting legal proceedings to that end.

26. Either party may terminate this License Agreement upon ninety (90) days written notice with or without cause to the other party.

27. The failure of either party to enforce any terms or conditions of this License Agreement shall not constitute a waiver of the same or other terms and condition or otherwise prevent or preclude such party from exercising the rights or remedies hereunder, at law or in equity.

28. This License Agreement shall not create for, nor give to, any third party any claim or right of action against either party that would not arise in the absence of this License Agreement.

29. Any and all rights and remedies hereunder are cumulative and are in addition to such other rights and remedies as may be available at law or in equity.

30. This License Agreement grants a license only, revocable or terminable under the terms and conditions herein, and does not grant any lease, easement or other interest in real estate.

31. Licensors disclaims any warranty, expressed or implied, regarding Licensors' title or rights, if any, with regard to the Premises.

32. All rights and liabilities under this License Agreement shall extend to the successors and assigns of the parties hereto respectively provided, however, the right of the Licensee to assign or transfer this License Agreement is governed by the provisions of Paragraph 34 below.

33. The Licensors and Licensee acknowledge that the Licensors' rights in the property derive from a certain **Land Lease Agreement dated February 10, 2014**, between the Licensors herein and U.I.L. Family Limited Partnership, a Florida limited partnership, hereinafter referred to as the 'Prime Lease'. A copy of the Prime Lease in its full form or deleted as to financial terms has been provided to the Licensee and the Licensee acknowledges receipt of the same. In the event the Prime Lease is terminated for any reason at any time during the term of this Agreement, this License Agreement shall also be terminated and the termination shall be effective on the date the Prime Lease is terminated. In such event, the Licensors, if able, will give the Licensee ninety (90) days prior notice. Further, in the event any of the provisions of this License Agreement contradict the provisions of the Prime Lease, the provisions of the Prime Lease shall prevail and supersede the contrary provisions in this License Agreement. Additionally, if any of the rights or benefits given to the Licensee under this License Agreement exceed the rights or benefits given to the Licensors, as lessee under the Prime Lease, such rights or benefits given to the Licensee shall be modified and limited to the rights or benefits given to the Licensors under the Prime Lease, as it is the understanding of the parties that the Licensors cannot convey to the Licensee any greater rights than the Licensors has under the Prime Lease. Lastly, the Licensee agrees to comply with and conform to all of the obligations and duties of the lessee under the Prime Lease, other than the payment of any rental amounts, to the extent applicable, and to the extent that such obligations and duties are not expressly limited or modified by the terms of this License Agreement.

34. This Agreement may not be sold, assigned or transferred by the Licensee without prior approval or consent of the Licensors. Additionally, the Licensee shall not mortgage, encumber or sublet the Premises or any part thereof without prior written consent of the Licensors.

35. Any and all notices or other written communications required or permitted hereunder shall be in writing and mailed postpaid via United States Registered Mail or Certified Mail, fax transmission or overnight courier as follows:

(a) If to Licensors,

Verizon Wireless Personal Communications LP
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, NJ 07921
Attention: Network Real Estate

or to such other address as Licensors may furnish to Licensee in writing.

(b) If to Licensee,

Okaloosa County BOCC - Purchasing
602 North Pearl Street
Crestview, Florida 32536


or to such other address as Licensee may to furnish to Licenser in writing.

The receipt of the notice or other written communication shall be deemed to be the date of the postmark.

36. The parties hereto agree that the terms and performances hereof shall be governed by and construed in accordance with the laws of the state in which the Premises are located.

37. This License Agreement is the entire agreement between the parties on the subject matter to which it applies.


WITNESS the following signatures:


WITNESS


WITNESS


LICENSEE:

Okaloosa County, Florida

By: 
Name: Dawn Fedorak
Title: Purchasing Manager
Date: 11/18/14

LICENSOR:

**Verizon Wireless Personal
Communications LP d/b/a Verizon
Wireless**


WITNESS


WITNESS


By: 
Name: Aparna Khurjekar
Title: Area Vice President Network
Date: 11/12/14

EXHIBIT "A"
[Site Plan]

(see attached)

EXHIBIT "B"

Licensee is authorized to install and maintain the following equipment:

TOWER EQUIPMENT:

Manufacturer/Type:	1. Antenna Comprod 872-70-TM-12 2. Microwave Dish Pctel MPRC3649 3. Microwave Dish Pctel MPRC3649
Total # of Antennas/Dishes:	3
Weight and Height of Antenna(s):	1. 21 lbs / 11 foot 2. 26 lbs / 3 foot dish 3. 26 lbs / 3 foot dish
Transmission Lines:	1. One (1) LDF5-50A 7/8" heliax 2. One (1) Cat 6 Outdoor cable 3. One (1) Cat 6 Outdoor cable
Height of Antenna on Tower:	153 feet RAD Center
Direction of Radiation:	1. Omni 2. 27 degrees North 3. 200 degrees South
Rated Power:	1. 175 watts ERP 2. 2 watts ERP 3. 2 watts ERP
Transmit Frequency:	1. 154.725; 154.310; 155.835; 154.740 Mhz 2. 4.940 Ghz to 4.960 Ghz 3. 4.940 Ghz to 4.960 Ghz
Receive Frequency:	1. 153.785 Mhz 2. 4.940 Ghz to 4.960 Ghz 3. 4.940 Ghz to 4.960 Ghz
<u>GROUND SPACE:</u>	4' x 8' for equipment pad

EXHIBIT "C"

Revision: 1/13/97

SITE STANDARDS

I. GENERAL

A. PURPOSE

The purpose of these Site Standards is to create a quality site installation. These standards are to be in effect for each Licensee having equipment in, on, or at the site where the right to occupy is granted by the License to which this document is an Attachment.

B. STATE AND NATIONAL STANDARDS

1. All installations must conform with all state and national regulations and the following state and national codes or any supplements, amendments or provisions which supersede them:

- a. American National Standards Institute:

ANSI/EAI-222E

Structural Standards for Steel Antenna Towers and
Antenna Supporting Structures

- b. Federal Aviation Administration Regulations:

Vol. XI, Part 77

Objects Affecting Navigable Airspace

Advisory Circular
AC 70/7460

Obstruction Marking and Lighting

Advisory Circular
AC 150/5345-43,

High Intensity Obstruction Lighting Systems

FAA/DOD Specifications L-856

- c. Federal Communications Commission Rules and Regulations:

Code of Federal Regulations Title 47 Structures Construction, Marking and Lighting of Antenna

Chapter I, Part 17

- d. National Electrical Code

- e. Building Officials and Code Administrators International, Inc.

Basic National Building Code
Basic National Mechanical Code
State Building Code

f. National Fire Protection Association

Code 101 - Life Safety
Code 90A - Air Conditioning and Ventilating Systems
Code 110 - Emergency and Standby Power Systems

g. State Fire Safety Code

h. Occupational Safety and Health Administration

Safety and Health Standards (29 CFR 1910) General Industry
Subpart R Special Industries
1910.268 Telecommunications
1926.510 Subpart M Fall Prevention

i. Motorola Grounding Guideline for Cellular Radio Installations, Document No. 68P81150E62, 7/23/92 OR AT&T AUTOPLEX® Cellular Telecommunications Systems, Lightning Protection and Grounding, Customer Information Bulletin 148B, August 1990, or latest revision.

C. GENERAL/APPROVAL

1. All users shall furnish the following to Licensor prior to installation of any equipment:

- a. Completed Application. (Licensee must make new Application to Licensor for change in Antenna position or type.)
- b. Fully executed License Agreement.
- c. Copies of FCC Licenses and construction/building permits.
- d. Final site plan outlining property boundaries, improvements, easements and access.
- e. Accurate block diagrams showing operating frequencies, all system components (active or passive) with gains and losses in dB, along with power levels.

2. The following will not be permitted at the facility without the prior written consent of Licensor.

- a. Any equipment without FCC type acceptance or equipment which does not conform to FCC rules and regulations.
- b. Add-on power amplifiers.
- c. "Hybrid" equipment with different manufacturers' RF strips.
- d. Open rack mounted receivers and transmitters.
- e. Equipment with crystal oscillator modules which have not been temperature compensated.
- f. Digital/analog hybriding in exciters, unless type-accepted.
- g. Non-continuous duty rated transmitters used in continuous duty applications.
- h. Transmitter outputs without a harmonic filter and antenna matching circuitry.
- i. Change in operating frequency(ies).
- j. Ferrite devices looking directly at an antenna.
- k. Nickel plated connectors.
- l. Cascaded receiver multicouplers/preamps.

3. All emergencies are to be reported immediately to **1-800-264-6620**.

D. LIABILITY

It shall be the responsibility of the Licensee to comply with all of the site standards set forth herein. The Licensee specifically agrees to indemnify and hold harmless the Licensors against any claim of liability, loss, damage or costs including reasonable attorney's fees, arising out of or resulting from the Licensee's non-compliance with the standards set forth herein.

E. INSPECTION

Licensors reserves the right to inspect Licensee's area without prior notice at any time during the term of the License Agreement in order to ensure compliance with the standards set forth herein. Any such inspection shall be solely for the benefit and use of the Licensors and does not constitute any approval of or acquiescence to the conditions that might be revealed during the course of the inspection.

1. Licensors reserves the right to inspect Licensee's area without prior notice.

F. DISCLAIMER OF RESPONSIBILITY

It is the intention of the Licensors and Licensee that the standards set forth herein are part of the Agreement between them. It is specifically agreed that they are not intended to be relied upon or to benefit any third party. Further, the Licensors shall have no liability or responsibility to any third party as a result of the establishment of the standards set forth herein, any inspection by the Licensors of the Licensee's area in order to determine compliance with the standards, the sufficiency or lack of sufficiency of the standards, or the Licensee's compliance or non-compliance with the standards and the Licensee agrees to indemnify and hold harmless the Licensors against any claim by a third party resulting from such theories.

G. NOTICES

1. All contacts or notices required or permitted by the Licensee pursuant to these Site Standards shall be provided in writing to Licensors's General Manager - Operations or his or her designee and any approval or consent by the Licensors shall only be effective if executed in writing by the Licensors's General Manager - Operations or his or her designee.

II. RADIO FREQUENCY INTERFERENCE PROTECTIVE DEVICES

- A. If due to Licensee's use or proposed use, there exists any change to the RF environment it will be at Licensors's sole discretion to require any or all of the following:
 1. IM protection panels can be installed in lieu of separate cavity and isolator configurations. Licensors approval required.
 2. 30-76 MHz
- Isolators required

3. - TX output cavity - minimum of 20 dB rejection @ plus or minus 5 MHz
130-174 MHz
 4. - Isolators - minimum of 30 dB with bandpass cavity
406-512 MHz
 5. - Isolators - minimum of 60 dB with bandpass cavity
806-866 MHz
 6. - Isolators - minimum of 60 dB with bandpass cavity
866 MHz and above - as determined by Licensor.
- B. Additional protective devices may be required based upon Licensor's evaluation of the following information:
1. Theoretical Transmitter (TX) mixes.
 2. Antenna location and type
 3. Combiner/multicoupler configurations
 4. Transmitter specifications
 5. Receiver specifications
 6. Historical problems
 7. Transmitter to transmitter isolation
 8. Transmitter to antenna isolation
 9. Transmitter to receiver isolation
 10. Calculated and measured level of Intermodulative (IM) products
 11. Transmitter output power
 12. Transmitter Effective Radiated Power (ERP)
 13. Spectrum analyzer measurements
 14. Voltage Standing Wave Ratio (VSWR) measurements
 15. Existing cavity selectivity
- C. Licensee will be required to immediately correct excessive cabinet leakage which causes interference to other tenants.

III. ANTENNAS AND ANTENNA MOUNTS

- A. All mounting hardware to be utilized by Licensee to be as specified by tower manufacturer and approved by Licensor.
- B. Connections to be taped with stretch vinyl tape (Scotch #33-T or equivalent) and Scotchkoted or equivalent (including booted pigtails).
- C. Must meet manufacturer's VSWR specifications.
- D. Any corroded elements must be repaired or replaced.
- E. Must be DC grounded type, or have the appropriate lightning protection as determined by Licensor.
- F. No welding or drilling on mounts will be permitted.
- G. All antennas must be encased in fiberglass radomes and be painted or impregnated with a color designated by Licensor as the standard antenna color for aesthetic uniformity.

IV. CABLE

- A. All antenna lines to be approved by Licensor.
- B. All transmission line(s) will be installed and maintained to avoid kinking and/or cracking.
- C. Tagged with weatherproof labels showing manufacturer, model, and owner's name at both ends of cable run.
- D. Any cable fasteners exposed to weather must be stainless steel.

- E. All interconnecting cables/jumpers must have shielded outer conductor and approved by Licensors.
- F. Internally, all cable must be run in troughs or on cable trays and on cable or waveguide bridges at intervals of no less than 3'. Externally, all cable must be attached with stainless steel hangers and non-corrosive hardware.
- G. All unused lines must be tagged at both ends showing termination points with the appropriate impedance termination at each end.
- H. All AC line cords must be 3 conductor with grounding plugs.
- I. All antenna transmission lines shall be grounded at both the antenna and equipment ends at the equipment ends and at building entry point, with the appropriate grounding kits.
- J. All cables running to and from the exterior of the cabinet must be 100% ground shielded. Preferred cables are: Heliac, Superflex or braided grounds with foil wrap.

V. CONNECTORS

- A. Must be Teflon filled, DIN, UHF or N type (DIN preferred), including chassis/bulkhead connectors.
- B. Must be properly fabricated (soldered if applicable) if field installed.
- C. Must be taped and Scotchkoted or equivalent at least 4" onto jacket if exposed to weather.
- D. Male pins must be of proper length according to manufacturer's specifications.
- E. Female contacts may not be spread.
- F. Connectors must be pliers tight as opposed to hand tight.
- G. Must be silver plated or brass.
- H. Must be electrically and mechanically equivalent to Original Equipment Manufacturers (OEM) connectors.

VI. RECEIVERS

- A. No RF preamps permitted in front end unless authorized by Licensors.
- B. All RF shielding must be in place.
- C. VHF frequencies and higher must use helical resonator front ends.
- D. Must meet manufacturer's specifications, particularly with regard to bandwidth, discriminator, swing and symmetry, and spurious responses.
- E. Crystal filters/pre-selectors/cavities must be installed in RX legs where appropriate.
- F. All repeater tone squelch circuitry must use "AND" logic.

VII. TRANSMITTERS

- A. Must meet original manufacturer's specifications.
- B. All RF shielding must be in place.
- C. Must have a visual indicator of transmitter operation.
- D. Must be tagged with Licensee's name, equipment model number, serial number, and operating frequency(ies).
- E. All low-level, pre-driver and driver stages in exciter must be shielded.
- F. All power amplifiers must be shielded.
- G. Output power may not exceed that specified on Licensee's FCC License.

VIII. COMBINERS/MULTICOUPLERS

- A. Shall at all times meet manufacturer's specifications.
- B. Must be tuned using manufacturer approval procedures.

- C. Must provide a minimum of 60 dB transmitter to transmitter isolation.

IX. CABINETS

- A. All cabinets must be bonded together and to the equipment building ground system.
- B. All doors must be secured.
- C. All non-original holes larger than 1" must be covered with copper screen or solid metal plates.
- D. Current license for all operating frequencies should be mounted on the cabinet exterior for display at all times.

X. INSTALLATION PROCEDURES

- A. Any tower work must be scheduled with Licensor using only Licensor approved contractors at least 48 hours in advance of site work. Licensee will be responsible for any and all fees associated with said work.
- B. Installation may take place only after Licensor has been notified of the date and time in writing, and only during normal working hours unless otherwise authorized beforehand.
- C. Equipment may not be operated until final inspection of installation by Licensor, which shall not be unreasonably withheld.
- D. Any testing periods are to be approved in advance by Licensor and within the parameters as defined by Licensor.

XI. MAINTENANCE/TUNING PROCEDURES

- A. All external indicator lamps/LED's must be working.
- B. Equipment parameters must meet manufacturer's specifications.
- C. All cover, shield, and rack fasteners must be in place and securely tightened.
- D. Local speakers and/or orderwire systems must be turned off except during service, testing or other maintenance operations.

XII. INTERFERENCE DIAGNOSTIC PROCEDURES

The Licensee must cooperate immediately with Licensor when called upon to investigate a source of interference, whether or not it can be conclusively proven that Licensee's equipment is involved.

XIII. TOWER

This section deals with items which are to be mounted on, attached to or affixed to the Tower.

A. ICE SHIELDS

- 1. At Licensor's sole discretion, protective ice shields may be required and manufacturer of ice shield will be determined by Licensor.

B. CLIMBING BOLTS AND LADDERS

- 1. All attachments made to the Tower shall be made in such a manner as not to cause any safety hazard to other Licensees or cause any restriction of movement on, or to any climbing ladders, leg step bolts or safety cables provided.

C. BRIDGE

1. Installation of a cable bridge shall be at Licensor's sole discretion and with Licensor's approval.
2. If required, and in accordance with the manufacturers recommendations for the spacing of supports on horizontal runs for the particular type of cable or waveguide, the cable or waveguide shall be secured to the brackets on the bridge using clamps and hardware specifically manufactured for that purpose.
3. No cable or waveguide run shall be clamped, tied or in any way affixed to a run belonging to Licensor or any another licensee.

D. CABLE LADDER AND WAVEGUIDE

1. Licensee shall install a ladder for the vertical routing of cable and waveguide. From the horizontal to vertical transition at the point where the bridge meets the tower to the point at which the cable or waveguide must leave the bridge to route to the antenna, all cable and waveguide is to be attached to the ladder in accordance with the recommendations of the manufacturer of the cable or waveguide.
2. No cable or waveguide run shall be clamped, tied or any way affixed to a run belonging to Licensor or any another licensee.

E. DISTRIBUTION RUNS

1. Cable or waveguide runs from the cable ladder to the point at which they connect to the antenna shall be routed along tower members in a manner producing a neat and professional site appearance.
2. Cable and/or waveguide runs shall be specifically routed so as not to impede the safe use of the tower leg or climbing bolts, or to restrict the access of Licensor or any another licensee.
3. Distribution runs shall be clamped to the tower in accordance with the recommendations of the manufacturer of the cable or waveguide.
4. No cable or waveguide run shall be clamped, tied or in any way affixed to a run belonging to Licensor or any another licensee.

F. LENGTHS

1. Cable and/or waveguide runs shall not be longer than necessary to provide a proper connection and normal maintenance and operation.
2. No coiled lengths shall be permitted on the tower, bridge or on the ground.

G. ENTRY

1. Entry of the cable or waveguide to the interior of the shelter shall be via ports provided in the shelter wall.
2. Cable and/or waveguide entering a port shall be provided with a boot to seal the port; the boot shall be a Microflect or equivalent commercial product made specifically for the type of cable or waveguide and for diameter of the entry port, and approved by Licensor before installation. It shall be installed in accordance with the instructions of the manufacturer and the port shall be sealed against the intrusion of moisture.

XIV. EQUIPMENT LOCATED WITHIN LICENSOR'S EQUIPMENT BUILDING

A. EQUIPMENT INSTALLATION REQUIREMENTS

1. Any mounting to walls either outside or inside Licensor's building must be pre-approved by Licensor.
2. All racks and equipment are to be plumb and true with the walls and floor of the shelter and reflect an installation consistent with the electrical and operational requirements of the equipment and appearance standards of a professional installation.
3. Racks are to be bolted to the floor and aligned on the center line as in the site drawing provided to the Licensor.
4. Racks are not to be attached to the cable trays.

B. TRANSMISSION LINES AND/OR WAVEGUIDE ROUTING

1. Cable trays and/or troughs are required within the shelter for the routing of cable and waveguide to the equipment racks and termination points.
2. All cable and waveguide shall be placed and secured to the cable tray.

C. LENGTHS

1. Cable and/or waveguide runs in the equipment shelter shall not be longer than necessary in order to provide a proper connection.
2. While adequate slack for purposes of maintenance and operation is permitted, no coiled lengths on the tray or elsewhere in the shelter are permitted for normal maintenance and operation.

XV. GROUNDING

1. The Licensee must adhere to either the Motorola or AT&T grounding specification outlined above based on Licensor's equipment at facility.
2. All exterior grounding shall be C.A.D. welding.
3. All antennas shall be bonded to the tower.
4. Cable and waveguide shall be grounded as a minimum at three specific points, and for vertical runs in excess of 200 feet at intermediate points.
5. All cable and waveguide shall be grounded to the tower at the point where the run effectively breaks from the tower for its connection to the antenna, using clamps and hardware specifically manufactured for that purpose.
6. On the vertical portion of the cable or waveguide run, just above where it starts to make its transition from a vertical tower to a horizontal bridge run, all cable and waveguide shall be grounded to the tower using clamps and hardware specifically manufactured for that purpose.
7. On the exterior of each shelter, at a point near the entry ports, a grounding plate must be provided for terminating ground leads brought from the cable and waveguide. Each cable and waveguide run shall be grounded at this point using clamps and hardware specifically manufactured for that purpose.
8. On cable and waveguide installations where the vertical tower length exceeds 200 feet, the run shall be grounded at equally spaced intermediate points along the length of the run so as not to have a distance between grounding points longer than 100 feet.
9. Cable and waveguide grounding leads shall connect to a separate point for each run to the common ground point.
10. Grounding straps shall be kept to a minimum length and as near as possible to vertical down lead and shall be consistent with the restraints of protective dress and access.
11. Grounding plates must be provided for single point access to the site grounding system. Each rack shall have a properly sized, insulated ground lead from the rack safety and signal grounds to one of the grounding points on the ground plate.

12. The insulated ground lead shall follow the route of and be placed in the cable tray.
13. Each rack shall be separately grounded.
14. All modifications to grounding system must meet Licensor's impedance specification.

XVI. ELECTRICAL

1. Power requirements must be approved, in advance by Licensor.
2. Polarized electrical outlets should be installed for all transmitters when possible.
3. Surge protection is required for all base stations.

XVII. ELECTRICAL DISTRIBUTION

1. All electrical wiring from the distribution breaker panel shall be via rigid metal conduit, thin wall, routed along the under side of the cable tray to a point directly above the equipment rack. From this point, Licensee may select how to distribute to its equipment or rack.

XVIII. TEMPORARY LOADS

1. Test equipment, soldering irons or other equipment serving a test or repair function may be used only if the total load connected to any single dual receptacle does not exceed 15 amps.
2. Test equipment to be in place for more than seven (7) days will require prior approval of the Licensor.

XIX. HEATING, VENTILATING, AND AIR CONDITIONING

1. Any additional equipment or equipment upgrade having a greater heat dissipation requirement than the existing system will be the responsibility of the Licensee and if different than specified in the Application can not be installed without the prior approval of the Licensor.

XX. DOORS

1. Equipment building doors shall be kept closed at all times unless when actually moving equipment in or out.

XXI. SITE APPEARANCE

1. Services to maintain the appearance and integrity of the site will be provided by the Licensor and will include scheduled cleaning of the shelter interiors.
2. Each licensee is expected and required to remove from the site all trash, dirt and other materials brought into the shelter, or onto the site during their installation and maintenance efforts.
3. No food or drink is allowed within the equipment shelter.
4. No smoking is allowed on the Tower site.

XXII. STORAGE

No parts or material may be stored on site by Licensee.

XXIII. DAMAGE

1. Licensee shall report to Licensor any damage to any item of the facility, structure, component or equipment, whether or not caused by Licensee.

XXIV. REPORTING ON SITE

1. Personnel on site shall be required to communicate with the Network Operating Center by calling **1-800-264-6620** and report their arrival on site, identity, purpose, expected and actual departure times.
2. Emergency 24 hour contact number(s) must be displayed on outside of equipment cabinet/building.