

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 01/12/2023

Contract/Lease Control #: C23-3289-BCC

Procurement#: NA

Contract/Lease Type: AGREEMENT

Award To/Lessee: NORTHWEST FLORIDA STATE COLLEGE

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 01/11/2023

Expiration Date: 01/10/2053 W/2 10 YR RENEWALS

Description of: TOWER SITE AGREEMENT

Department: BCC

Department Monitor: HOFSTAD

Monitor's Telephone #: 850-651-7515

Monitor's FAX # or E-mail: JHOFSTAD@MYOKALOOSA.COM

Closed:

Cc: BCC RECORDS

**TOWER SITE AGREEMENT
BETWEEN OKALOOSA COUNTY
AND NORTHWEST FLORIDA STATE COLLEGE**

Ratified by Board on 2/7/2023
ML Carson, BCC Records

THIS AGREEMENT ("Agreement") is made this ^{11th} ~~19th~~ day of ~~April 2022~~ January 2023, by and between Okaloosa County, a political subdivision of the state of Florida (the "County"), and The District Board of Trustees of Northwest Florida State College ("College" or "NWFSC"), a member of the Florida College System constituted as a political subdivision of the state of Florida under § 1004.67, Florida Statutes (F.S.), for use of a site to construct and maintain a radio tower to enhance public safety as part of a countywide Emergency Communications System for Okaloosa County. Collectively, the County and the College are referred to as the "Parties."

WITNESSETH

WHEREAS, Northwest Florida State College owns Property located on its Niceville Campus;

WHEREAS, the "Property" is approximately 80 feet by 80 feet as shown on Exhibit A inclusive of a route of ingress and egress from College Boulevard to the site and other utility easements;

WHEREAS, the County desires to construct and maintain an Emergency Communication radio tower and other related emergency radio communications equipment and devices (referred to as the "Site") as a portion of the County's the Emergency Communication System or "System" to enhance county Public Safety emergency communications;

WHEREAS, such radio tower and other related emergency radio communications equipment and devices on the Site will include, but are not limited to, antennas, cabling, lighting protection, radio transmitting and receiving equipment, microwave dishes, lighting, and similar equipment on the tower and, on the ground, a climate controlled structure with back-up power generation at the base of the tower within the enclosure that will have servers, routers, and other electronic devices to process communication and data for the Public Safety emergency communications;

WHEREAS, this Site will operate as part of a comprehensive countywide network of 12 towers, 911 centers, and mobile and portable units for such emergency communications;

WHEREAS, the System will serve more than 30 different public safety entities to include all Emergency Medical Services, Fire/Rescue, Law Enforcement, and Okaloosa Emergency Management Agencies, as well as Transit, Utilities, and similar countywide support agencies to include the College's Police Department, which will be on the system and interconnected with these other agencies, whereas today they are not;

WHEREAS, many of the agencies on the System described above serve the College, its employees, students, and the College's Police Department;

WHEREAS, the lack of interoperability between responding agencies has been a consistent comment in post-tragedy reviews such as the Marjorie Stoneman Douglas school shooting in South Florida;

WHEREAS, the College is willing to permit the County to construct, use, and maintain such tower in a location approved by the College in exchange for the consideration provided for in Section 10 and 11, with such being deemed to compensate the College for the value of the College property on which a Site of the Emergency Communication System is placed; and,

WHEREAS, the County may permit additional tenants on the Property to defray the costs of maintaining the System, which may also provide additional benefits to the College campus for other types of non-emergency coverage.

NOW, THEREFORE, in consideration of these premises and the mutual covenants of the Parties it is agreed as follows:

1. **Property.** The College grants the County an easement over the Property (100 foot by 100 foot) to install, maintain, operate, and remove a radio tower, communication equipment, and appurtenances, the location of which is shown on the detailed map attached to this Agreement as Exhibit A, which are further combined with easements for access, utilities, and temporary construction easements. Upon approval of this Agreement, a survey with legal description shall be added to Exhibit A to definitively identify the Property at no cost to the College.
2. **Use.** The County shall be permitted to install a self-supporting, 250-foot Public Safety Grade Radio tower on the Property in accordance with the details set forth in Exhibit B attached to and incorporated in this Agreement, to include but not limited to all cabling, emergency power generators, utilities, fencing, site work, and related equipment on the Property and to install or improve utilities and access to get to the Property and the granted Easements.
3. **Term.** The initial term of this Agreement shall be for a period of thirty (30) years commencing on the day of execution of this Agreement. Within 5 years of the end of the initial term or the first extension term, the County shall have the right to extend this Agreement by written notice for up to two additional ten (10) year periods conditioned upon the Property still being used as part of the Emergency Communication System. Any and all rights conveyed by this Agreement, or any documentation related to it, reverts to the College when the term concludes (if the initial term, 30 years, or if the County exercises one or both of its extension periods, at the end of the extension period). Neither easement nor any other rights conveyed within this Agreement are assignable or transferable, in whole or in part or for any part or the whole of the term of the Agreement, except as provided in conjunction with County subleases, as generally described in Sections 6, 7, and 13.
4. **Construction.** The County shall be solely responsible for all costs and obligations related to construction on and off the Property including, but not limited to, the tower installation, all tower-mounted equipment, ground equipment, site development, stormwater, utilities, fencing access road from the parking lot and all related construction necessary. Any and all construction will be performed by the County or its contractors in a safe manner consistent with current industry engineering and construction standards and practices.
5. **Construction Site Maintenance.** During construction on the Property, the County shall maintain the Property and any Construction Area Easement, and any other work within any related easement in a safe, secure, and workmanlike manner and shall minimize any aesthetic blight. If any prolonged construction stoppage lasting thirty days or more occurs, the County shall implement additional measures to address the safety, security, cleanliness, and aesthetics of the site until construction resumes. Additionally, during Florida's Hurricane Season, the County shall secure the site prior to any emergency event and shall take all necessary measures to remove windblown hazards. During construction, the County shall coordinate any construction access needs through College gates near the Site with the Campus Police Department and ensure that all construction work adheres to College security measures, including, but not limited to, gate closure periods.

6. **Property and Egress/Ingress Access Easement.** The County shall be permitted, through the duration of this Agreement and any future extensions, to ingress and egress and utilities on and to the Property and related easements for the purpose of design, construction/installation, upgrading, repair, testing, refueling, and maintenance of the Property, Site, and System. The County's employees and agents shall be permitted ingress and egress to the Property and related easements twenty-four hours per day, seven days per week; provided, however, that the College may provide equal, alternative ingress and egress and utility access for the Property and related easements during routine security activities (such as overnight gate closures near the Site), emergency situations where access is restricted, during the initial construction period for construction traffic, during special events, and if any other construction or activities at the College alters the traffic patterns of the campus. In furtherance of providing the County with access to the Property and related Easements, the Parties will execute contemporaneously with this Agreement an easement, a copy of which is attached to this Agreement as Exhibit C. It is expressly agreed by the Parties that the County, its agents, and any sublessees have the right to use the County's interest in the easement granted by the College. No use of the Egress/Ingress Access Easement will block, obstruct, or otherwise affect the functioning of the College, with full acknowledgement and understanding that College operations regularly occur throughout the day, evenings, and weekends. Although not anticipated, any necessary blockage shall be only temporary and occur in off usage periods in coordination with College facility staff and when not in use by College events.

7. **Temporary Construction Area Easement(s).** An additional area outside the Property is necessary for the initial construction and any major construction upgrades that may be necessary during the term of this Agreement. This may include the staging of vehicles, cranes, tower sections, and other related equipment for the Property. The Parties will execute contemporaneously with this Agreement an initial temporary construction easement to the County for a duration of up to two (2) years, a copy of which is attached hereto as Exhibit D. The construction will not block, obstruct, or otherwise affect the functioning of the College, with full acknowledgement and understanding that College operations regularly occur throughout the day, evenings, and weekends. Although not anticipated, any necessary blockage shall be only temporary and occur in off usage periods in coordination with College facility staff and when not in use by College events.

The College agrees to work with the County for any future construction area easements necessary to support future construction on the Property to include adding/removing tower equipment including utilities, major tower or utility maintenance, and repair and/or replacement. Temporary future construction easements shall be for the minimum durations necessary, and the Parties shall work cooperatively together on these locations.

8. **Damage.** If College property within or outside of the Property defined in section (1) is damaged by the County, its agents, or sublessees, during the term of this Agreement, the County is responsible for the cost and expense of repairing such damage.

9. **Approvals/Permitting.** The County's proposed tower location, height, and related uses are considered approved by the College for zoning and land use approval. The County shall receive prior written approval from the College for all construction activity per the Florida Building Code. The County, with College's cooperation if needed, shall obtain all required governmental and quasi-governmental permits, licenses, approvals, and authorizations including but not limited to the FAA (which includes military coordination) for height and airspace penetration issues.

10. **Consideration.** The College will not require the County to make monetary rent payments. As consideration to the College for use of the Property and related easements, the County will provide the following consideration:

- a. The College Police Department will receive 8 new vehicle radios at \$2,726 installed, 11 new portable radios at \$3,090 each as part of the initial System construction and start up, and an additional two radios should the department expand throughout the term of this Agreement.
- b. The College Police Department will receive free access to a brand-new state of the art \$17 million 800Mhz P25 Phase II Emergency Radio communication system at no cost initially or ongoing so long as the system shall exist.
- c. Campus security will be bolstered because the College Police Department radios will be interoperable with all first responders in the County to include the Sheriff's Department, the County EMS and the EOC, Niceville PD, Niceville Fire Rescue, and East Niceville Independent Fire District and other responding agencies.
- d. The College may experience better cell service coverage because of the Site installation.
- e. The College shall be permitted to use the Site as specifically listed in Section 11 below.

11. **College Tower Usage.** The County shall permit the College to install equipment on the Site for the College's use but not for other commercial purposes. The following shall be permitted on the Site at no cost for use and use for these purposes shall be considered in-kind and shall be considered a sublease:

- a. Cameras overlooking the campus;
- b. Campus wireless internet for its students, staff, guests, and other College use; and
- c. A Campus Public Announcement System and/or Siren Alert System.

For its usage, the College shall be responsible for its own installation, utilities, and maintenance to include equipment removal if no longer operable, unless otherwise agreed to by the County through written agreement. The County shall cooperate with the College to provide secure access rights to the secure compound to install and thereafter maintain or remove its equipment. Such equipment shall be installed and maintained to not interfere or cause damage to any other Site equipment.

In good faith, the County may permit other College tower usage on a case-by-case basis when such uses can reasonably be accommodated based on engineered weight and wind load analysis of the Site and provided it does not take away from the capacity of the Site to accommodate other paying towers users that will offset Emergency Communication System costs.

12. **Utilities.** The County will construct at its expense all required electrical, fiber, or other utilities necessary to support its equipment on the Property. The County shall be fully responsible for all utility usage for the Property. Beyond the initial construction, future utility construction may be necessary to serve the County or future site users.

13. **Subleasing.** The County may sublease any portion of the Site to another entity for purposes of use of the System, non-exclusively or exclusively, solely and exclusively for uses consistent with the permitted uses articulated in this Agreement. Sublessees shall have the rights granted to the County under this Agreement to use of the Property, ingress, egress, construction, and utilities. The County may choose not to sublease any portion of the Site in its discretion; however, if the County chooses

to sublease any portion of the Site, examples of the subject of those subleases may include, without limitation, cell phone/data providers, State of Florida emergency communication system, Okaloosa School radio repeaters for its bus system, wireless internet providers and similar type wireless technology/communications providers. Revenues from these subleases shall be used to offset the initial cost and ongoing costs of maintaining the Emergency Communications System including the tower, grounds, staffing, generators, shelters, emergency communications equipment, radio costs, construction costs, and land costs, to include all components and apparatus.

14. **End of Lease Remediation.** Within three (3) months of the end of the Term as described by section (3), the County shall have the right to remove the tower and all vertical equipment and other physical improvements above the surface of the ground ("Improvements"). Should the County not desire to exercise its right for all or any portion of the Improvements, prior to the end of the Term it shall offer any of the remaining Improvements to the College, in writing, as is, and at no cost. If the College accepts some or all the Improvements offered, it shall do so in writing within thirty (30) days of the offer from the County. The County shall be fully responsible for removing any and all Improvements that are not accepted by the College at the County's expense. The County shall not be responsible for removing any improvements at or below surface of the ground.

General Provisions

15. **Governing Law & Venue.** This Agreement shall be interpreted in accordance with the laws of the State of Florida without regard to its principles of conflicts of laws. Venue for any legal proceedings shall be in the state courts of Okaloosa County, Florida.
16. **Notices.** All notices shall be in writing. Such notices or demands shall be mailed or hand-delivered to the other party at the following address which may be changed in writing from time to time:

County:

Okaloosa County BCC
Attn: County Administrator
1250 N. Eglin Pkwy Suite 102
Shalimar, FL 32579

With a Copies to:

Nabors, Giblin, & Nickerson, LLC
Attn: Okaloosa County Attorney
1250 N. Eglin Pkwy, Suite 102
Shalimar, FL 32579

Okaloosa County Sheriff's Office
Attn: Facilities Director
50 2nd Street
Shalimar, Florida, 32579

College:

Northwest Florida State College
Attn: President
100 College Blvd East, Building 400
Niceville, FL 32578

With a Copies to:

Northwest Florida State College
Attn: Associate Vice President/General Counsel
100 College Blvd East, Building 400
Niceville, FL 32578

Northwest Florida State College
Attn: VP of Business Operations
100 College Blvd East, Building 310
Niceville, FL 32578

Either party may change the notice designation, at any time, by providing the other party with written notice five (5) days in advance of the change.


17. **Independent Contractor.** The Parties to this Agreement shall at all times be acting in the capacity of independent contractor and not as an officer, employee, or agent of one another. Neither party or its respective agents, employees, subcontractors, or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so.
18. **Insurance.** The County and its contractors shall provide the College certificates of insurance for coverage for the normal insurance required by the College for Vendors, Contractors, and Service Providers as listed at the minimum levels below and as the College may change from time to time. All required insurance policies shall be written by a financially responsible carrier that is authorized to do business in Florida and that possesses a minimum A.M. Best's Insurance Guide rating of "A." The College reserves the right to accept or reject the insurance carrier(s), provided that approval shall not be unreasonably withheld. The County and its contractors shall deliver to the College certificates of insurance evidencing the existence and amount of such insurance at the beginning of each term specified under this Agreement. All insurance policies shall provide that they shall not be canceled or amended without the insurance company giving both Parties, or where required named insured, thirty (30) days' prior written notice. Neither party shall by action or omission cause the insurance to be invalidated. In the event the insurance coverage expires at any time during the term of this Agreement, a renewal certificate shall be issued thirty (30) days prior to said expiration date. If the County and its contractors fail to obtain and keep in force the required insurance, the College may obtain the same at the expense of the County and its contractors. The current insurance required is as follows:
 - a. Either comprehensive general liability insurance or a comprehensive general liability self-insurance program insuring the County and the College against liability arising out of the occupancy and use of the Premises by the County and its contractors. Such policy shall be at least a combined single limit policy in an amount not less than \$1,000,000 combined single limit and \$2,000,000 aggregate. The College shall be named as an additional insured this policy: Northwest Florida State College, 100 College Boulevard E, Niceville, FL 32578.
 - b. Workers' compensation and employer liability insurance for the employees working at or visiting the Premises. The insurance shall be consistent with the statutory minimum, as amended from time to time, and in no case less than the amount of \$500,000 per accident and \$500,000 disease per employee.
 - c. Automobile Liability insurance in an amount not less than \$1,000,000 combined single limit, per occurrence for bodily injury and property damage, including owned, hired, and non-owned vehicle coverage.
19. **Indemnification.** Unless otherwise stated in this Agreement, each party shall be solely responsible for the conduct of its employees and agents in connection with their performance or obligations under this Agreement, and hold the other harmless for any injuries or damages arising under this Agreement, and shall defend any claims for injuries or damages, even if such claims be groundless or fraudulent, except that liability in such cases shall not exceed the waiver limitations set forth in section 768.28, F.S., as it now exists or as it may be amended. Nothing in this Agreement is intended to violate the terms of section 768.28(19), F.S., regarding indemnities between public Parties.

20. **Sovereign Immunity.** Nothing in this Agreement is intended to serve as a waiver of sovereign immunity by either party or of any rights or limits to liability existing under section 768.28, F.S. Nothing in this Agreement is intended to violate the terms of section 768.28(19), F.S. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.
21. **Confidential and Exempt Security and Safety Plan Information.** The Parties acknowledge that the plans and information related to the System to be installed are exempt from section 119.07(1), F.S. and section 24(a), Article I of the State Constitution, pursuant to section 119.071(3), F.S. In addition, such System plans and specifications constitute information relating to the security systems for property owned or leased by a political subdivision of the State of Florida and, pursuant to section 281.301(1), F.S., are confidential and exempt from public disclosure. This Agreement document, however, is not confidential and exempt from public disclosure.
22. **Third Party Beneficiaries.** It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage under the terms or provisions of this Agreement.
23. **Entire Agreement.** This Agreement contains the entire agreement between the Parties and supersedes all prior oral or written agreements. The Parties acknowledge that they have not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements, or warranties, except such as are expressed in this Agreement. The terms of this Agreement can only be amended in writing upon mutual agreement of the Parties and execution of the amendment by both Parties.
24. **Conflicting Provisions.** The terms, statements, requirements, or provisions contained in this Agreement shall prevail and be given superior effect and priority over any conflicting or inconsistent terms, statements, requirements, or provisions contained in any other document or attachment.
25. **Severability.** If any term of this Agreement is deemed, by the court having appropriate jurisdiction, invalid or unenforceable, the remainder of the terms of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all the terms and provisions in this Agreement.
26. **Effective Date.** Once executed by both Parties this Agreement shall become effective immediately.

IN WITNESS WHEREOF, the Parties have made and executed this Agreement on the respective dates under each signature.

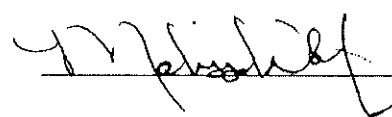
Signature Page Follows

NORTHWEST FLORIDA STATE COLLEGE:



Dr. Devin Stephenson, President Date 1-11-23

ATTEST:

Signature: 

Name and Title: Melissa Wolf, Executive Assistant
to the President

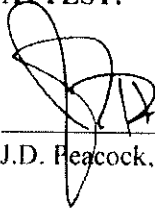
OKALOOSA COUNTY, FLORIDA:



Mel Ponder, Chairman Date May 3, 2022



ATTEST:



J.D. Peacock, II Clerk

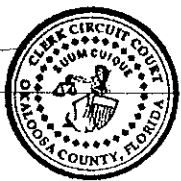


Exhibit "A"
Tower Location/Site

Legal Description

ALL THAT TRACT OR PARCEL OF LAND LYING IN SECTION 32, TOWNSHIP 1 NORTH, RANGE 22 WEST, OKALOOSA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 32; THENCE SOUTH 87°46' 02" EAST, 1268.18 FEET ALONG THE SOUTH LINE OF SAID SECTION 32 AND THE SOUTH RIGHT OF WAY LINE OF COLLEGE BOULEVARD (SR. S 100) PER PLAT BOOK 12 PAGE 91 OF OKALOOSA COUNTY, FLORIDA, 1268.18 FEET; THENCE DEPARTING AFORESAID SOUTH LINES, NORTH 2° 13' 58" EAST, 150.00 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF SAID COLLEGE BOULEVARD; THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE, NORTH 01° 30' 32" WEST, 56.90 FEET; THENCE NORTH 38° 50' 47" WEST, 286.38 FEET; THENCE NORTH 01° 07' 48" EAST, 606.70 FEET; THENCE NORTH 11° 12' 35" WEST, 204.25 FEET; THENCE NORTH 39° 26' 06" WEST, 208.72 FEET; THENCE NORTH 18° 42' 37" WEST, 102.90 FEET; THENCE NORTH 00° 28' 46" WEST, 201.97 FEET; THENCE NORTH 12° 20' 23" EAST, 493.16 FEET; THENCE NORTH 19° 54' 46" EAST, 135.61 FEET; THENCE NORTH 87° 33' 25" EAST, 126.26 FEET; THENCE NORTH 49° 05' 22" EAST, 97.51 FEET; THENCE NORTH 35° 19' 43" EAST, 79.98 FEET; THENCE SOUTH 54° 40' 52" EAST, 30.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 54° 40' 52" EAST, 80.00 FEET; THENCE SOUTH 35° 19' 08" WEST, 80.00 FEET; THENCE NORTH 54° 40' 52" WEST, 80.00 FEET; THENCE NORTH 35° 19' 08" EAST, 80.00 FEET; TO SAID POINT OF BEGINNING.

SAID PARCEL CONTAINS 6,400 SQUARE FEET, MORE OR LESS.

NOTES:

1. SITE PLAN SHOWN TAKEN FROM INFORMATION PROVIDED BY GOOGLE MAPS & OKALOOSA COUNTY GIS. CONTRACTOR TO VERIFY THAT ALL EXISTING INFORMATION IS AS INDICATED ON SITE PLAN. CONTRACTOR TO ESTABLISH THE EXISTENCE AND LOCATION OF ALL EXISTING OVERHEAD AND UNDERGROUND UTILITIES. IMMEDIATELY NOTIFY THE CONSTRUCTION MANAGER OF ANY DISCREPANCY.
2. TEP DOES NOT GUARANTEE OR ENSURE THE PRECISION, ACCURACY, OR CORRECTNESS AND ASSUMES NO RESPONSIBILITY OR LIABILITY FOR DAMAGES, LOSS OF REVENUE, OR INJURY THAT MIGHT OCCUR. THE INFORMATION SHOWN IS INCORPORATED FOR REFERENCE ONLY.
4. THE TOWER IS LOCATED IN ZONE "X." AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN ACCORDING TO FEMA COMMUNITY PANEL #12091C0390J, DATED MARCH 9, 2021.

N/P
NORTHWEST FLORIDA STATE COLLEGE
PIN:
32-1N-22-0000-0001-0000

N/P
NORTHWEST FLORIDA STATE COLLEGE
PIN:
32-1N-22-0000-0001-0000

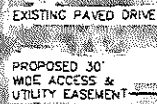
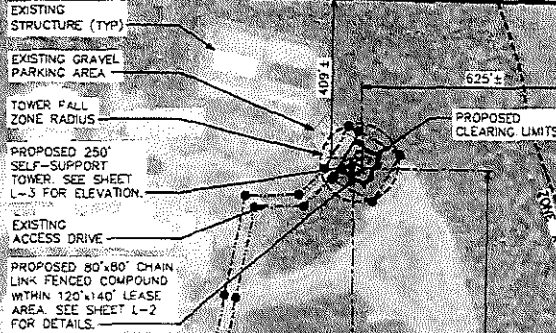
N/P
U.S. GOVERNMENT
PIN:
01-1N-22-0000-0001-0020

LEGEND

- EXIST. PROPERTY LINE
- - - - - ADJ. PROPERTY LINE
- ⊙ EXIST. UTILITY POLE
- ⊙ EXIST. LIGHT POLE
- ⊙ EXIST. HYDRANT
- ⊙ EXIST. TELCO PEDESTAL
- PROPERTY CORNER
- LEASE/EASE. CORNER
- - - - - EXIST. CONTOUR LINE
- EDGE OF PAVEMENT
- OHW — OVERHEAD WIRE
- R/W — RIGHT-OF-WAY
- X — CHAIN LINK FENCE
- EXISTING TREE LINE

EAST COLLEGE BOULEVARD
(PUBLIC R/W)

NICEVILLE



PLANS PREPARED FOR:

WILLIAMS COMMUNICATIONS, INC.
5046 TENNESSEE CAPITAL BLVD.
TALLAHASSEE, FL 32303
OFFICE: (850) 385-1121

PROJECT INFORMATION:

**P25-RF SITE 1:
NICEVILLE-NWSC**

80 EAST COLLEGE BOULEVARD
NICEVILLE, FL 32578
(OKALOOSA COUNTY)

PLANS PREPARED BY:

TOWER ENGINEERING PROFESSIONALS
326 TRYON ROAD
RALEIGH, NC 27803-3530
OFFICE: (919) 681-6351
www.tepgroup.net
FL COA #31011

SEAL:

5	03-31-22	LEASE EXHIBIT
4	03-06-22	LEASE EXHIBIT
3	10-06-21	LEASE EXHIBIT
2	09-30-21	LEASE EXHIBIT
REV	DATE	ISSUED FOR:

DRAWN BY: GJS CHECKED BY: JKW

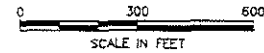
SHEET TITLE:

SITE PLAN

SHEET NUMBER:	REVISION:
L-1	5
	TEP # 304501

SITE PLAN

SCALE: 1" = 300'



PLANS PREPARED FOR:




WILLIAMS COMMUNICATIONS, INC.
 5046 TENNESSEE CAPITAL BLVD.
 TALLAHASSEE, FL 32303
 OFFICE: (850) 385-1121

PROJECT INFORMATION:

**P25-RF SITE 1:
 NICEVILLE-NW5C**

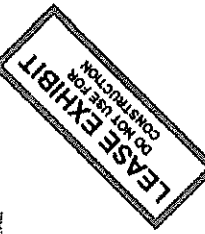
86 EAST COLLEGE BOULEVARD
 NICEVILLE, FL 32578
 (OKALOOSA COUNTY)

PLANS PREPARED BY:



TOWER ENGINEERING PROFESSIONALS
 135 TRYON ROAD
 RALEIGH, NC 27603-3530
 OFFICE: (919) 861-6851
 www.teppro.net
 FL OCA #931011

SEAL:



LEASE EXHIBIT
 30 NO USE FOR CONSTRUCTION

5	03-31-02	LEASE EXHIBIT
4	02-25-02	LEASE EXHIBIT
3	12-06-01	LEASE EXHIBIT
2	08-29-01	LEASE EXHIBIT
1		ISSUED FOR:

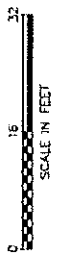
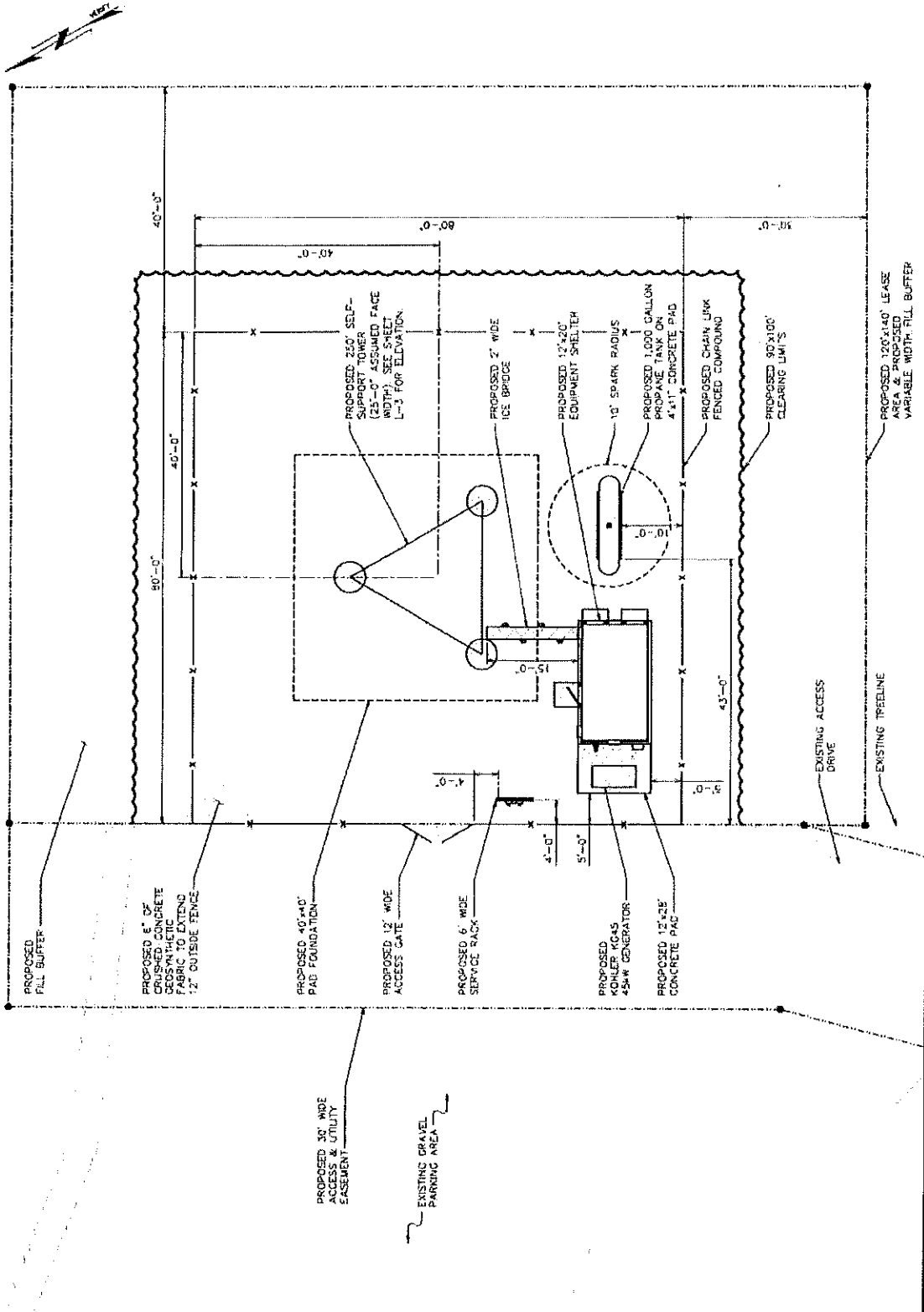
DRAWN BY: GSE | CHECKED BY: JSG
 SHEET TITLE:

**COMPOUND
 DETAIL**

SHEET NUMBER: **L-2**

REVISION: **5**

TEP #: 306501

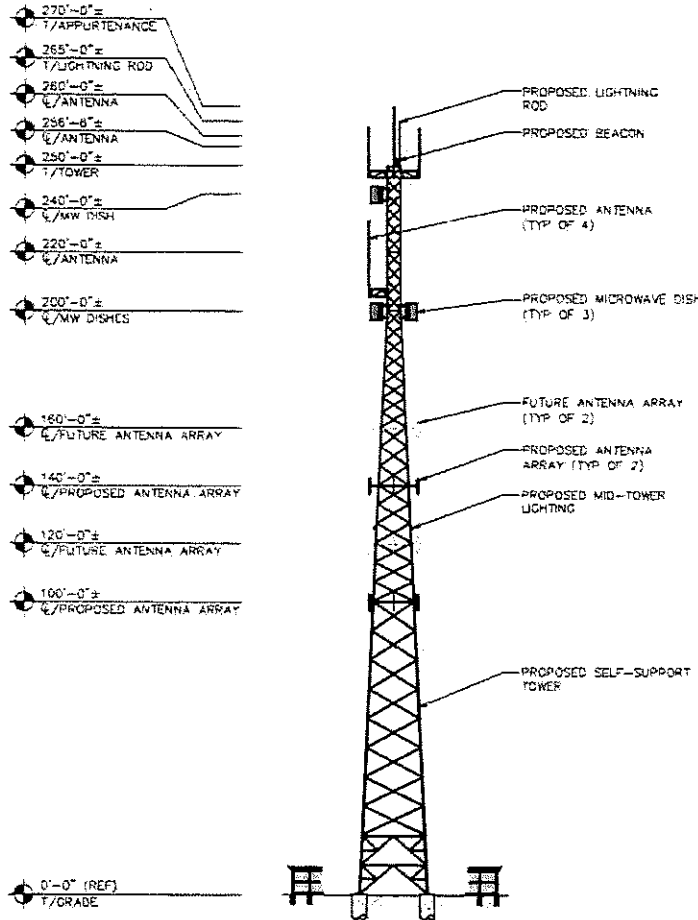


COMPOUND DETAIL
 SCALE: 1/8" = 1'-0"

Exhibit "B"
Radio Tower Design and Description

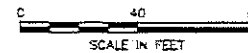
NOTES:

1. PROPOSED CABLES TO BE ROUTED PER SPECIFICATIONS OF STRUCTURAL ANALYSIS.
2. THE TOWER ELEVATION IS FOR SCHEMATIC PURPOSES ONLY.
3. CONTRACTOR TO VERIFY PROPOSED LOADING AND ANY LOADING TO BE REMOVED WITH PASSING STRUCTURAL ANALYSIS PRIOR TO CONSTRUCTION AND CONTACT TOWER OWNER IN THE EVENT OF ANY DISCREPANCIES.
4. TOWER SHALL BE ILLUMINATED AS REQUIRED BY THE FEDERAL COMMUNICATIONS COMMISSION (FCC), THE FEDERAL AVIATION ADMINISTRATION (FAA), OR OTHER STATE OR FEDERAL AGENCY OF COMPETENT JURISDICTION.
5. A SINGLE SIGN, 2 FEET SQUARE, IN A VISIBLE LOCATION SHALL BE REQUIRED WITH NAME AND EMERGENCY TELEPHONE NUMBER OF THE TOWER OWNER AND ALL COMPANIES OPERATING ON THE TOWER. NO ADVERTISING SHALL BE ATTACHED TO THE TOWER.



TOWER ELEVATION

SCALE: 1" = 40'



PLANS PREPARED FOR:

WILLIAMS COMMUNICATIONS, INC.
 5046 TENNESSEE CAPITAL BLVD.
 TALLAHASSEE, FL 32303
 OFFICE: (850) 385-1121

PROJECT INFORMATION:

**P25-RF SITE 1:
 NICEVILLE-NWSC**

80 EAST COLLEGE BOULEVARD
 NICEVILLE, FL 32578
 (OKALOOSA COUNTY)

PLANS PREPARED BY:

TOWER ENGINEERING PROFESSIONALS
 326 TRYON ROAD
 RALEIGH, NC 27603-3530
 OFFICE: (919) 661-6351
 www.Jepgroup.net
 FL CDA #31011

SEAL:

3	10-06-21	LEASE EXHIBIT
2	09-30-21	LEASE EXHIBIT
1	09-29-21	LEASE EXHIBIT
0	09-26-21	LEASE EXHIBIT
REV	DATE	ISSUED FOR:

DRAWN BY: GLS | CHECKED BY: JKW

SHEET TITLE:

TOWER ELEVATION

SHEET NUMBER:	REVISION:
L-3	3
	TEP #: 306301

Exhibit "C"
Easement for Ingress and Egress and Utilities

EASEMENT

THIS EASEMENT made this 19th day of April 2022 by and between, Northwest Florida State College, whose address is 100 College Boulevard East, Niceville, Florida 32578 hereinafter called "**Grantor**," and Okaloosa County, whose address is 1250 N. Eglin Parkway, Suite 102, Shalimar, Florida 32579, its successors, and assigns, hereinafter called "**Grantee**."

WITNESSETH:

That Grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt and sufficiency of which is hereby acknowledged, by these presents does hereby give, grant, bargain, and release to the Grantee, a non-exclusive easement for the purpose of utilities, ingress, egress, and maintenance of a radio tower and improvements upon, over and through the following described land in Okaloosa County, Florida, described as follows:

ALL THAT TRACT OR PARCEL OF LAND LYING IN SECTION 32, TOWNSHIP 1 NORTH, RANGE 22 WEST, OKALOOSA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 32; THENCE SOUTH 87°46' 02" EAST, 1268.18 FEET ALONG THE SOUTH LINE OF SAID SECTION 32 AND THE SOUTH RIGHT OF WAY LINE OF COLLEGE BOULEVARD (SR. S 100) PER PLAT BOOK 12 PAGE 91 OF OKALOOSA COUNTY, FLORIDA, 1268.18 FEET; THENCE DEPARTING AFORESAID SOUTH LINES, NORTH 2° 13' 58" EAST, 150.00 FEET TO THE NORTH RIGHT OF WAY LINE OF SAID COLLEGE BOULEVARD AND THE POINT OF BEGINNING; THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE, NORTH 01° 30' 32" WEST, 56.90 FEET; THENCE NORTH 38° 50' 47" WEST, 286.38 FEET; THENCE NORTH 01° 07' 48" EAST, 606.70 FEET; THENCE NORTH 11° 12' 35" WEST, 204.25 FEET; THENCE NORTH 39° 26' 06" WEST, 208.72 FEET; THENCE NORTH 18° 42' 37" WEST, 102.90 FEET; THENCE NORTH 00° 28' 46" WEST, 201.97 FEET; THENCE NORTH 12° 20' 23" EAST, 493.16 FEET; THENCE NORTH 19° 54' 46" EAST, 135.61 FEET; THENCE NORTH 87° 33' 25" EAST, 126.26 FEET; THENCE NORTH 49° 05' 22" EAST, 97.51 FEET; THENCE NORTH 35° 19' 43" EAST, 79.98 FEET; THENCE SOUTH 54° 40' 52" EAST, 30.00 FEET; THENCE SOUTH 35° 19' 08" WEST, 80.00 FEET; THENCE SOUTH 48° 52' 50" WEST, 115.64 FEET; THENCE SOUTH 87° 33' 25" WEST, 115.95 FEET; THENCE SOUTH 19° 54' 46" WEST, 113.52 FEET; THENCE SOUTH 12° 20' 23" WEST, 487.80 FEET; THENCE SOUTH 00° 28' 46" EAST, 193.78 FEET; THENCE SOUTH 18° 42' 37" EAST, 92.60 FEET; THENCE SOUTH 39° 26' 06" EAST, 210.78 FEET; THENCE SOUTH 11° 12' 35" EAST, 215.03 FEET; THENCE SOUTH 01° 07' 48" WEST, 599.04 FEET; THENCE SOUTH 38° 50' 47" EAST, 285.60 FEET; THENCE SOUTH 01° 30' 33" EAST, 69.00 FEET; THENCE NORTH 87° 46' 02" WEST, 30.06 FEET; TO SAID POINT OF BEGINNING.

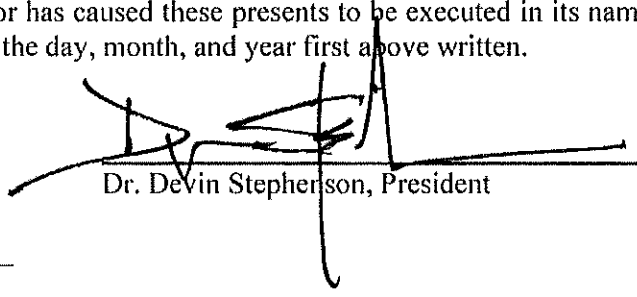
SAID PARCEL CONTAINS 16,800 SQUARE FEET, MORE OR LESS.

The site survey is attached and incorporated in this Easement.

This easement shall terminate no more than 50 years from the date of recording as stated in the Agreement dated April 19, 2022, between Grantor and Grantee unless mutually terminated by the Parties in writing at an earlier date.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed in its name by its proper officers who are duly authorized, on the day, month, and year first above written.

Signed, sealed, and delivered
in the presence of:


Dr. Devin Stephenson, President

Sign: Melissa Wolf

Print: Melissa Wolf

Sign: Olivia Danner

Print: Olivia Danner

STATE OF FLORIDA
COUNTY OF OKALOOSA

SWORN TO and subscribed [] in person or [] online order, this 11 day of January, 2023, by Devin Stephenson, who is [] personally known to me, or who has [] produced NA as identification.

Lee A. Gouthro
Notary Public

[PLACE NOTARIAL SEAL]

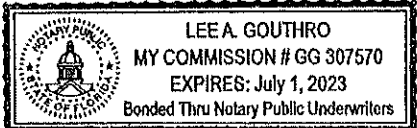


Exhibit "D"
Temporary Construction Easement

TEMPORARY CONSTRUCTION EASEMENT

THIS TEMPORARY EASEMENT made this 19th day of April 2022, by and between, Northwest Florida State College, whose address is 100 College Boulevard East, Niceville, Florida 32578, hereinafter called "**Grantor**," and Okaloosa County, whose address is 1250 N. Eglin Parkway, Suite 102, Shalimar, Florida, 32579, its successors and assigns, hereinafter called "**Grantee**."

WITNESSETH:

That Grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt and sufficiency of which is hereby acknowledged, by these presents does hereby give, grant, bargain, and release to the Grantee, a temporary construction easement for the purpose of constructing a radio tower and improvements according to the construction plans for said improvements in, upon, over and through the following described land in Okaloosa County, Florida, described as follows:

ALL THAT TRACT OR PARCEL OF LAND LYING IN SECTION 32, TOWNSHIP 1 NORTH, RANGE 22 WEST, OKALOOSA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 32; THENCE SOUTH 87°46' 02" EAST, 1268.18 FEET ALONG THE SOUTH LINE OF SAID SECTION 32 AND THE SOUTH RIGHT OF WAY LINE OF COLLEGE BOULEVARD (SR. S 100) PER PLAT BOOK 12 PAGE 91 OF OKALOOSA COUNTY, FLORIDA, 1268.18 FEET; THENCE DEPARTING AFORESAID SOUTH LINES, NORTH 2° 13' 58" EAST, 150.00 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF SAID COLLEGE BOULEVARD; THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE, NORTH 01° 30' 32" WEST, 56.90 FEET; THENCE NORTH 38° 50' 47" WEST, 286.38 FEET; THENCE NORTH 01° 07' 48" EAST, 606.70 FEET; THENCE NORTH 11° 12' 35" WEST, 204.25 FEET; THENCE NORTH 39° 26' 06" WEST, 208.72 FEET; THENCE NORTH 18° 42' 37" WEST, 102.90 FEET; THENCE NORTH 00° 28' 46" WEST, 201.97 FEET; THENCE NORTH 12° 20' 23" EAST, 493.16 FEET; THENCE NORTH 19° 54' 46" EAST, 135.61 FEET; THENCE NORTH 87° 33' 25" EAST, 126.26 FEET; THENCE NORTH 49° 05' 22" EAST, 97.51 FEET; THENCE NORTH 35° 19' 43" EAST, 79.98 FEET; THENCE SOUTH 54° 40' 52" EAST, 30.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 35° 19' 08" WEST, 50.00 FEET; THENCE NORTH 54° 40' 52" WEST, 50.00 FEET; THENCE NORTH 35° 19' 08" EAST, 49.99 FEET; THENCE SOUTH 54° 40' 52" EAST, 50.00 FEET; TO SAID POINT OF BEGINNING.

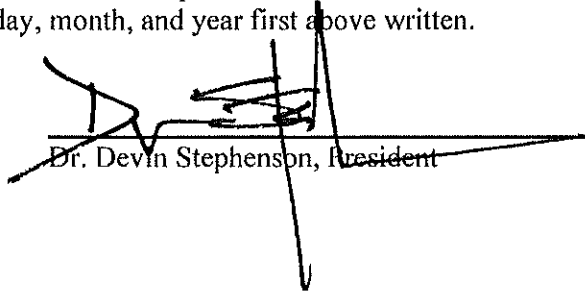
SAID PARCEL CONTAINS 2,500 SQUARE FEET, MORE OR LESS.

The site survey is attached and incorporated in this Easement.

IT IS UNDERSTOOD and agreed by the Grantor and Grantee that the rights granted in this Temporary Construction Easement shall terminate upon completion of the project, but no later than two years from the effective date of this Agreement.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed in its name by its proper officers who are duly authorized, on the day, month, and year first above written.

Signed, sealed, and delivered
in the presence of:


Dr. Devin Stephenson, President

Sign: Melissa Wolf

Print: Melissa Wolf

Sign: Olivia Danner

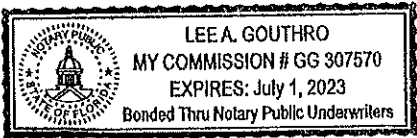
Print: Olivia Danner

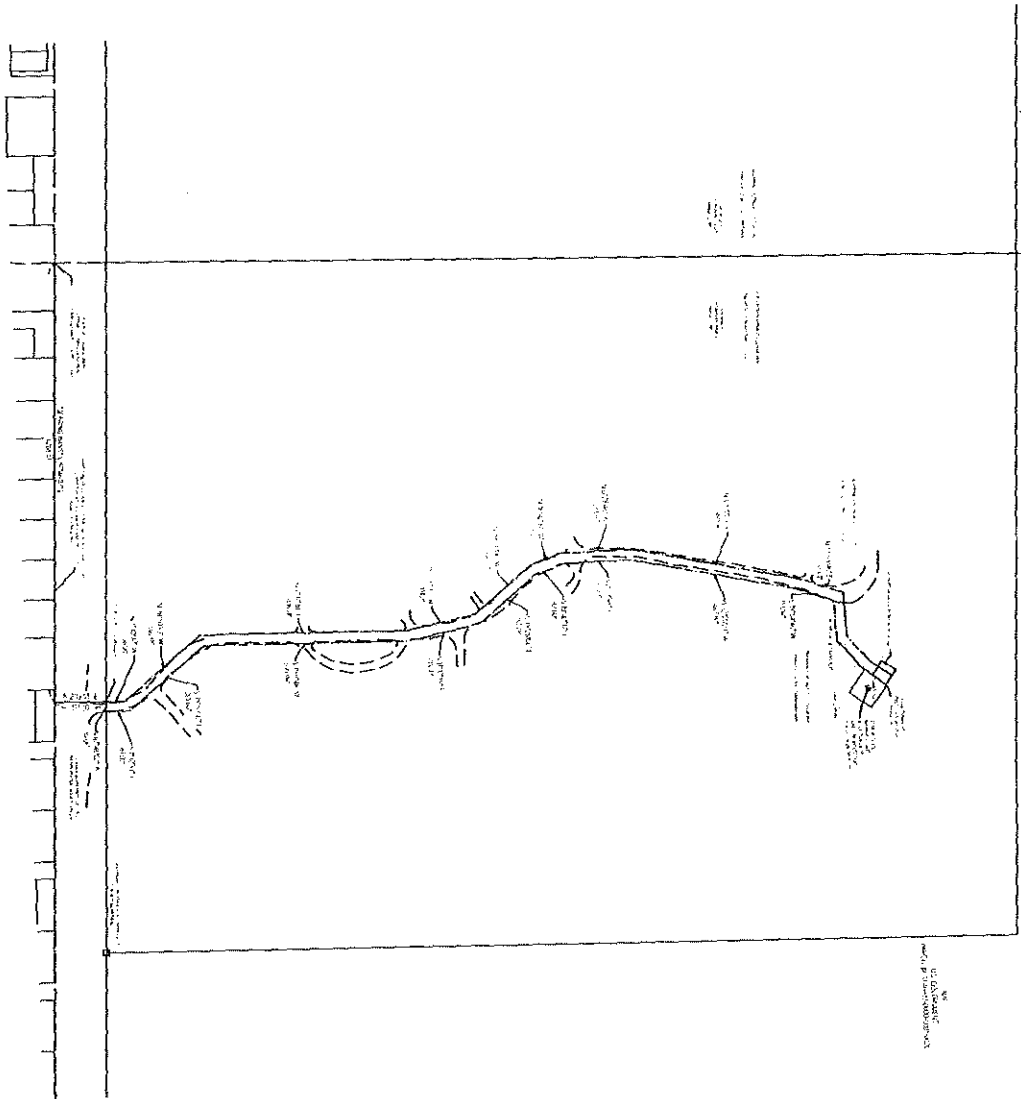
STATE OF FLORIDA
COUNTY OF OKALOOSA

SWORN TO and subscribed before me this 11 day of January, 2023, by Devin Stephenson, who is personally known to me, or who has produced NA as identification.

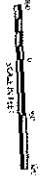
Lee A. Gouthro
Notary Public

[PLACE NOTARIAL SEAL]





10' SCALE



vhb.com

101 Walnut Street
PO Box 9151
Vadestown, MD 21151
617.924.1170

Legend

- 12' Right-of-Way
- 20' Right-of-Way
- ▤ 30' Right-of-Way
- ▥ 40' Right-of-Way
- ▧ 50' Right-of-Way
- ▨ 60' Right-of-Way
- ▩ 70' Right-of-Way
- 80' Right-of-Way
- 90' Right-of-Way
- ▬ 100' Right-of-Way
- ▭ 120' Right-of-Way
- ▮ 140' Right-of-Way
- ▯ 160' Right-of-Way
- ▰ 180' Right-of-Way
- ▱ 200' Right-of-Way

Williams Commt.-Towers
 5045 Tennessee Capital Blvd.
 Tallahassee, FL 32305

October 13, 2022

Miscellaneous Site
 Specific Purpose Survey