Instrument Prepared By:
George Howell, Esq.
8875 Hidden River Parkway
Suite 350
Tampa, Florida 33549

BILL OF SALE

THIS BILL OF SALE, made this **20th day of October, 1998**, between **PRIMECO PERSONAL COMMUNICATIONS, LIMITED PARTNERSHIP**, a Delaware limited partnership with offices at Lakeway III, 3838 N. Causeway Boulevard, Suite 3250, Metairie, Louisiana 70002 ("Seller"), and **THE CITY OF PENSACOLA, FLORIDA**, a municipal corporation ("Purchaser"), recites and provides as follows:

RECITALS:

Seller, as lessee, entered into an Agreement, a copy of which is attached hereto as **Exhibit A** (the "Agreement") whereby the Seller licensed certain ground and tower space on the real property located at 1518 Woodchuck Avenue, County of Escambia, Florida (the "Demised Premises"); and

Pursuant to the terms and conditions of the Agreement, Seller agreed to install a 250 foot self supporting antenna tower (the "Tower") and accompanying equipment shelter (the "Shelter") on a portion of the Demised Premises (collectively, the "Tower Facilities") at locations to be agreed upon by Seller and Purchaser, and upon installation, to convey the Tower Facilities, which are more particularly described on **Exhibit B** attached hereto, to Purchaser.

Seller desires to bargain, sell, assign, transfer, and set over to the Purchaser, to the extent saleable, assignable and transferable, the Tower Facilities, subject to the provisions of the Agreement, and Purchaser desires to purchase the Tower Facilities.

AGREEMENT:

NOW, THEREFORE, for and in consideration of the Agreement and the mutual covenants and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Seller hereby bargains, sells, assigns, transfers and sets over to the Purchaser, subject to the provisions of the Agreement, and Purchaser hereby purchases, to the extent saleable, assignable and transferable, the Tower Facilities, subject to the Agreement.

TO HAVE AND TO HOLD the said tangible property unto the Purchaser, its successors and assigns forever.

NOTWITHSTANDING ANY PROVISION TO THE CONTRARY CONTAINED IN THIS BILL OF SALE, IT IS UNDERSTOOD AND AGREED THAT (A) SELLER'S ANTENNA ARRAY, CABLE RUNS, AND ASSOCIATED EQUIPMENT LOCATED ON THE TOWER SHALL REMAIN THE PROPERTY OF SELLER AND (B) THE TOWER FACILITIES ARE

BEING SOLD, ASSIGNED, TRANSFERRED, AND CONVEYED HEREUNDER "AS IS, WHERE IS, WITH ALL FAULTS" WITHOUT ANY REPRESENTATION OR WARRANTY BY SELLER.

Notwithstanding any other provision of this Bill of Sale, or any agreements, contracts or obligations that may derive herefrom, including, but not limited to, the Agreement, nothing in this Bill of Sale shall be construed to make the parties hereto partners or joint venturers, or to render either party liable for any of the debts or obligations of the other party, it being the intention of this Bill of Sale merely to provide for and evidence the purchase and sale of the Tower Facilities.

This Bill of Sale shall be construed, performed and enforced in accordance with the laws of the State of Florida, without regard to conflicts of laws principles.

WITNESS the following signatures and seals:

Witnesses:

Print Name: TRACEY L. SAMUELS

Print Name: DJ PALMISANO

SELLER:

PRIMECO PERSONAL COMMUNICATIONS, LIMITED PARTNERSHIP, a Delaware limited partnership

By: _____

Print Name: **Sharon A. Marrow**

Title: **Vice President / General Manager**

Date: Oct. 20, 1998

Address: **3838 N. Causeway Boulevard, Suite 3250**
Metairie, Louisiana 70002

STATE OF LOUISIANA
PARISH OF JEFFERSON

The foregoing instrument was subscribed before me this 20th day of OCTOBER, 1998, by SHARON A. MARROW as V.P./G.M. of PrimeCo Personal Communications, Limited Partnership, a Delaware limited partnership, on behalf of the partnership. He/She is personally known to me or has produced _____ as identification.

_____
(Official Notary Signature)
Print Name: Michael A. Vitenas
Notary Public - State of Louisiana

MICHAEL A. VITENAS, NOTARY PUBLIC
STATE OF LOUISIANA PARISH OF JEFFERSON
MY COMMISSION IS FOR LIFE

NOTARY ATTESTS TO SIGNATURES ONLY

Witnesses:

PURCHASER:

THE CITY OF PENSACOLA, FLORIDA, a municipal corporation

Print Name: _____

By: _____

Print Name: Thomas J. Bonfield

Title: City Manager

Print Name: _____

(SEAL)

Date: 11/18/98

Address: 180 Governmental Center
Pensacola FL 32501

ATTEST: _____
CITY CLERK

STATE OF FLORIDA
COUNTY/CITY OF Pensacola, to-wit:

The foregoing instrument was acknowledged before me this 18th day of November, 1998, by Thomas J. Bonfield as City Manager of The City of Pensacola, Florida, a municipal corporation. He/She is personally known to me or has produced N/A as identification.

_____
(Official Notary Signature)
Print Name: Ericka L. Burnett
Notary Public - State of Florida

Ericka L. Burnett
MY COMMISSION # CC741792 EXPIRES
May 11, 2002
BONDED THRU TROY FAIN INSURANCE, INC.

H:\PCS\PCS1004W6.DOC

EXHIBIT A

THE AGREEMENT

AGREEMENT

This Agreement is made as of the date set forth below by and between PRIMECO PERSONAL COMMUNICATIONS, L.P., a Delaware limited partnership with offices at 3728 Phillips Highway, Suite 360, Jacksonville, FL ("PrimeCo") and THE CITY OF PENSACOLA, a municipal corporation ("City").

RECITALS:

A. City is the grantee of a non-exclusive easement by the ESCAMBIA COUNTY UTILITIES AUTHORITY ("ECUA") for construction and maintenance of a communications tower and appurtenances on that certain tract or parcel of real property lying and being in Escambia County, Florida, being commonly known as SCENIC HEIGHTS, and being more particularly described on Exhibit "A" attached hereto and made a part hereof ("Property").

B. City and PrimeCo have agreed, subject to the terms and conditions hereof, that PrimeCo shall construct, on a portion of the Property, an antenna tower and equipment shelter to be jointly used by PrimeCo and City for their respective communications needs.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, City and PrimeCo hereby covenant and agree as follows:

1. **CONSTRUCTION OF TOWER AND SHELTER.**

a. At such time as PrimeCo has obtained all necessary governmental permits pursuant to Paragraph 5 herein below, PrimeCo shall construct a 250 foot self supporting antenna tower (the "Tower") and accompanying equipment shelter (the "Shelter") on a portion of the Property (the "Tower Site"). The location of the Tower Site shall be that portion of the Property identified on Exhibit "B", Scenic Heights Plot Plan..

b. The Tower and Shelter shall be constructed on the Tower Site by PrimeCo substantially in accordance with specifications attached hereto as Exhibit "C" (hereinafter referred to as "Specifications").

2. **CONVEYANCE OF TOWER AND SHELTER.**

Upon completion of the Tower and Shelter, PrimeCo shall unconditionally and absolutely convey the Tower and Shelter to the City by duly executed Bill of Sale. The Bill of Sale shall be delivered by PrimeCo to the City, and the City shall be owner of the Tower and Shelter from the date of delivery of the Bill of Sale (the "Conveyance Date"), subject to the rights of PrimeCo and the City under this Agreement. Conveyance of Tower and Shelter to the City by PrimeCo shall be in lieu of rental consideration for the

term of this Agreement (Bill of Sale to City at a price of $0.00 and Rent to be paid by PrimeCo at a cost of $0.00 annually).

3. **PERMITTED USE.**

City shall have the right to locate on the Tower and in the Shelter those items of communications equipment described in Exhibit "C" (the "City Communications Equipment"). The City Communications Equipment shall be and remain the property of the City throughout the Agreement Term. PrimeCo shall have the right to, and the City hereby grants PrimeCo a license to, locate on the Tower and in the Shelter such equipment as described in Exhibit "D", which shall include PrimeCo's immediate and estimated future communications equipment requirements, provided that such equipment, and the operation thereof, shall not in any manner interfere with the communication system operated by the City using the City Communications Equipment.

4. **TERM OF AGREEMENT.**

The Initial Term of this Agreement, including without limitation the easements and licenses granted hereby, shall be for a period of twenty-five (25) years commencing on the Conveyance Date (the "Initial Term"). Provided PrimeCo has complied with all the terms and conditions hereof during the Initial Term, PrimeCo shall have the option of extending this Agreement for one additional ten (10) year term commencing on the expiration of the Initial Term (the "Extended Term"). PrimeCo shall notify the City of its election to extend the term of this Agreement by providing the City with notice of such intention not less than six (6) months prior to the expiration of the Initial Term. The Extended Term shall be upon the same terms and conditions as the Initial Term. The Initial Term and Extended Term, if applicable, being hereinafter collectively referred to as the "Agreement Term". Rents due and payable by PrimeCo during the Agreement Term shall be $0.00 (rent free).

5. **GOVERNMENTAL PERMITS.**

The obligations of the parties under this Agreement shall be conditioned upon PrimeCo obtaining, at its cost and within a reasonable time from the date hereof, all necessary governmental permits and approvals required in connection with the construction of the Tower and Shelter. In the event PrimeCo is unable to obtain all necessary governmental permits or approvals for the construction of the Tower and Shelter within a reasonable time from the date hereof, PrimeCo shall notify City pursuant to the Notice provisions herein below, whereupon the Agreement shall be void and of no further force and effect.

6. **MAINTENANCE, REPAIRS AND EMERGENCY POWER.**

a. Throughout the Agreement Term, PrimeCo, at its sole cost and expense, shall maintain the Tower and Shelter, and shall make all necessary repairs thereto,

structural and non-structural, ordinary and extraordinary. All repairs shall be made by PrimeCo in conformity with the overall construction of the Tower and Shelter, shall be equal in quality and class to the original work, and shall be in accordance with all applicable building codes and governmental regulations. In addition to all necessary maintenance and repairs, PrimeCo may make modifications and alterations to the Tower and Shelter, provided such modification or alterations do not interfere with the rights of the City under this Agreement. The City shall be responsible at its sole cost and expense for all maintenance and repairs of the City Communications Equipment.

b. Throughout the Agreement Term, PrimeCo, at its sole cost and expense, shall provide and maintain a standby emergency electrical generator on the Tower Site. Said standby emergency electrical generator shall, in addition to being used by PrimeCo to provide emergency electrical power to the Shelter's air conditioning unit and PrimeCo's communications equipment in the Shelter and on the Tower, provide emergency electrical power to the City Communications Equipment in the Shelter and on the Tower. Said generator shall be of sufficient capacity to adequately service all of the foregoing.

7. **TOWER SITE AND SHELTER ACCESS.**

a. During the term of this Agreement, the Tower Site shall remain fenced and locked at all times. The City and PrimeCo shall each have a key to the fence gate and shall each be entitled to access to the Tower Site at all Times. The interior of the Shelter shall be partitioned in the manner shown in the Specifications, with a portion being allocated to the use of PrimeCo, and a portion being allocated to the use of the City. PrimeCo shall keep its portion of the Shelter locked at all times, and the City shall not be entitled to access to PrimeCo's portion of the interior of the Shelter without PrimeCo's prior written consent, except as may be necessary in emergency situations. The City shall keep their portion of the Shelter locked at all times and PrimeCo shall not be entitled to access to the City's portion of the interior of the Shelter without the City's prior written consent, except as may be necessary in emergency situations.

b. The City hereby grants to PrimeCo a non-exclusive easement for ingress, egress and utilities over such portions of the Property for unrestricted access thereto seven (7) days a week, twenty-four (24) hours a day, as may be necessary for PrimeCo to exercise their rights, and perform their obligations, under this Agreement.

c. The City and PrimeCo agree, where reasonably possible, to provide prior written notice to the other party of any work or activity to be performed on the Tower so that PrimeCo or the City may, if either elects to do so, have a representative present. The foregoing requirement shall not apply in emergency situations.

d. The City hereby agrees to allow PrimeCo to park vehicles on the Property at areas designated by the City during initial construction, installation, and maintenance of the Tower Site.

8. **HAZARDOUS MATERIALS**

The City and PrimeCo each agree that they will not use, generate, store, or dispose of any Hazardous Material on, under, about, or within the City's or ECUA's Property in violation of any applicable law or regulation. The City and PrimeCo each agree to defend and indemnify the other and the other's partners, affiliates, agents, and employees against any and all losses, liabilities, claims, and/or costs (including, but not limited to reasonable attorneys' fees and costs) arising from any breach of this provision. As used in this paragraph "Hazardous Material" shall mean any substance, chemical, or waste identified as hazardous, toxic, or dangerous in any applicable federal, state, or local law or regulation (including petroleum and asbestos).

9. **UTILITIES AND TAXES.**

The electrical service to PrimeCo and the City communications equipment shall each be separately metered. PrimeCo and the City shall pay the cost of all electricity supplied to their respective portions of the Tower Site. PrimeCo shall be responsible for any tangible personal property taxes assessed against its equipment located on the Tower or Shelter. PrimeCo shall be responsible, to the extent imposed, for any ad valorem property taxes assessed against the Tower Site or tangible personal property taxes assessed against the Tower, Shelter, or any equipment located in the Shelter or on the Tower and owned by the City.

10. **INDEMNITY AND INSURANCE.**

PrimeCo shall procure and maintain insurance of the types and to the limits specified at all times during the terms of this Agreement.

The term City and ECUA as used in this section of the Agreement are, respectively defined to mean the City of Pensacola itself, the ESCAMBIA COUNTY UTILITIES AUTHORITY itself, and their subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents. PrimeCo and the City understand and agree that the minimum limits of insurance herein required may become inadequate during the term of this Agreement. PrimeCo and the City agree that the minimum limits may be increased to industry standards upon any annual anniversary date of this Agreement.

Insurance shall be issued by an insurer who is licensed to do business in the State of Florida with a best rating of B-VIII. Unless otherwise agreed, the amounts, form and type of insurance shall conform to the following minimum requirements:

a. **WORKERS' COMPENSATION** - PrimeCo shall purchase and maintain Workers' Compensation Insurance Coverage for all Workers' Compensation obligations whether legally required or not. Additionally, the policy, or separately

obtained policy, must include Employers Liability Coverage of at least $500,000 each person - accident, $500,000 each person - disease, $500,000 aggregate - disease.

b. **COMMERCIAL GENERAL, AUTOMOBILE AND UMBRELLA LIABILITY COVERAGES** - PrimeCo shall purchase coverage on forms no more restrictive than the latest editions of the Commercial General Liability and Business Auto policies filed by the Insurance Services Office. The City and ECUA shall each be an Additional Insured under the policy for the terms and conditions of this Agreement. Neither the City nor ECUA shall be considered liable for premium payment, entitled to any premium return or dividend and shall not be considered a member of any mutual or reciprocal company. Minimum limits of $1,000,000 per occurrence, and per accident, combined single limit for liability must be provided, with umbrella insurance coverage making up any difference between the policy limits of underlying policies coverage and the total amount of coverage required.

Commercial General Liability coverage must be provided, including bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors and property damage resulting from explosion, collapse or underground (x,c,u) exposures. Broad Form Comprehensive General Liability coverage, or its equivalent shall provide at least, broad form contracrual liability applicable to this specific Agreement, personal injury liability and broad form property damage liability. The coverage shall be written on an occurrence-type basis.

Business Auto Policy coverage must be provided, including bodily injury and property damage arising out of operation, maintenance or use of owned, non-owned and hired automobiles and employee non-ownership use.

Umbrella Liability Insurance coverage shall not be more restrictive than the underlying insurance policy coverages. The coverage shall be written on an occurrence-type basis.

c. **CERTIFICATES OF INSURANCE** - Required insurance shall be documented in the Certificates of Insurance which provide that the City and ECUA shall be notified at least thirty (30) days in advance of cancellation, non-renewal or adverse change or restriction in coverage. The City and ECUA shall be named on each Certificate as an Additional Insured and this Agreement shall be listed. If required by the City and/or ECUA, PrimeCo shall furnish copies of PrimeCo's insurance policies, forms, endorsements, jackets and other items forming a part of, or relating to such policies. Certificates shall be on the "Certificate of Insurance" form equal to, as determined by the City an ACORD 25. Any wording in a Certificate which would make notification of cancellation, adverse change or restriction in coverage to the City and ECUA an option shall be deleted or crossed out by the insurance carrier or the insurance carrier's agent or employee. PrimeCo shall replace any canceled, adversely changed, restricted or non-renewed policies with new policies acceptable to the City and ECUA and shall file with the City and ECUA Certificates of Insurance under the new policies prior to the effective

date of such cancellation, adverse change or restriction. If any policy is not timely replaced, in a manner acceptable to the City and ECUA, PrimeCo shall, upon instructions of the City, cease all operations under the Agreement until directed by the City, in writing, to resume operations. The Certificate Holders shall read:

City of Pensacola
Department of Risk Management
P. O. Box 12910
Pensacola, Florida 32521-0063

Escambia County Utilities Authority
P.O. Box 15311
Pensacola, FL 32514

d. **INSURANCE OF PRIMECO PRIMARY** - PrimeCo's required coverage shall be considered primary, and all other insurance shall be considered as excess, over and above PrimeCo's coverage. PrimeCo's policies of coverage will be considered primary as relates to all provisions of the Agreement.

e. **LOSS CONTROL AND SAFETY** - PrimeCo shall retain control over its employees, agents, servants and subcontractors, as well as control over its invitees, and its activities on and about the subject premises and the manner in which such activities shall be undertaken and to that end, PrimeCo shall not be deemed to be an agent of the City. Precaution shall be exercised at all times by PrimeCo for the protection of all persons, including employees, and property. PrimeCo shall make reasonable effort to detect hazards and shall take prompt action where loss control/safety measures should reasonably be expected.

f. **HOLD HARMLESS** - PrimeCo shall hold harmless the City and ECUA, their subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents from any and all claims, suits, actions, damages, liability and expenses in connection with loss of life, bodily or personal injury, or property damage, including loss or use thereof, which arise solely out of the negligence of PrimeCo, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the performance of this Agreement. In addition, PrimeCo agrees to hold harmless the City of Pensacola and ECUA from any liability arising solely from the City's or ECUA's ownership or occupancy of the Property. PrimeCo's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

Furthermore, subject to sovereign immunity and statutory limitations, the City shall hold harmless PrimeCo from any and all claims suits, actions, damages, liability and expenses in connection with loss of life, bodily or personal injury, or property damage, including loss of use thereof, which arise solely out of negligence of the City or ECUA directly or indirectly caused by, resulting from, arising out of or occurring in connection with the performance of this Agreement.

g. **PAY ON BEHALF OF THE CITY** - The negligent party in accordance with Paragraph 10.f. above, hereinafter referred to as the "First Party", agrees

to pay on behalf of the second party (non-negligent party, hereinafter referred to as the "Second Party"), as well as provide a legal defense for the Second Party, both of which will be done only if and when requested by the Second Party, for all claims as described in the Hold Harmless paragraph. Such payment on behalf of the Second Party shall be in addition to any and all other legal remedies available to the Second Party and shall not be considered to be the Second Party's exclusive remedies.

11. **NOTICES.**

All notices, consents, or other communications permitted or required to be given under this Agreement shall be given in writing and delivered in person or sent by overnight courier service or certified mail, return receipt requested and postage prepaid, to the parties at the following addresses:

PRIMECO: PRIMECO PERSONAL COMMUNICATIONS L.P.
3728 Philips Highway, Suite 360
Jacksonville, Florida 32207-6898

CITY: CITY OF PENSACOLA
180 Governmental Center
Pensacola, Florida 32501
Attn: City Manager

Notices delivered in person shall be effective when delivered. Notices forwarded by certified mail shall be deemed effective upon receipt, or in any event not later than ten (10) days after deposit in the United States mails, postage prepaid. If the last day for giving any notice or performing any act under the agreement falls on a Saturday, Sunday, or on a day on which the United States Post Office is not open, the time shall be extended to the next day that is not a Saturday, Sunday, or Post Office holiday. Any party wishing to change the person designated to receive any notice, or the address for any notice, may do so by complying with the notice provisions of this paragraph. Each party hereto may change its address and addressee for notice, election, and other communication from time to time by notifying the other party hereto of the new address and addressee in the manner provided for giving notice herein.

12. **FUTURE EXPANSION.**

During the term of this agreement, PrimeCo and the City shall be permitted to expand their use of the Tower Site up to their respective allocated capacities (in accordance with Exhibit C and Exhibit D herein). The City's use of the tower site shall be deemed to include the public safety/public service communications requirements of the community in general and may include but not be limited to municipal, county, state and federal agencies. All radio frequencies to be used at the Tower Site shall be coordinated between the parties to preclude harmful electrical interference. PrimeCo may

license additional commercial users at the tower site by written mutual consent of the City. PrimeCo shall be totally responsible for the administration and accounting details associated with such licensure. Revenues generated from leases, rentals, etc., with commercial users shall be first applied to maintenance of the tower site as performed by PrimeCo to the extent of 150 percent of estimated annual maintenance cost (annual maintenance allowance). The excess of such revenues shall then be distributed equally to the City and PrimeCo.

Any and all additional commercial user(s) of the Tower or the Shelter shall protect the City and PrimeCo from communications signal or system interference caused by the additional commercial user(s) and shall promptly remedy such interference at the sole cost and expense of the additional commercial user(s) and, if necessary, such additional commercial user(s) shall cease operations (other than tests) until such interference is corrected to PrimeCo and City sole satisfaction..

During the term of this Agreement, PrimeCo shall consider, in good faith, any request by the City to locate communications equipment of the City on any other tower owned by PrimeCo within Escambia County, Florida; provided that the City shall be responsible for all costs and expenses incurred in connection with such requests, and such communications equipment does not interfere in any manner with PrimeCo's then current or planned future use of such antenna tower, as determined in PrimeCo's sole discretion.

13. **FEASIBILITY PERIOD.**

From the date that this Agreement has been executed by both City and PrimeCo ("Execution Date") until the date that is the earlier of (i) sixty (60) days after the Execution Date or (ii) the date that PrimeCo commences installation of PrimeCo's and City's communication facilities on the Property ("Commencement Date") (such period from the Execution Date to the Commencement Date being referred to herein as the "Feasibility Period"), PrimeCo, its agents and contractors shall have the right to enter upon the City's Property to conduct tests and studies (collectively, "Feasibility Tests"), at PrimeCo's expense, to determine the suitability of the Property for PrimeCo's communication facilities and intended use. The Feasibility Tests may include, without limitation, surveys, soils tests, environmental assessments and radio wave propagation measurements. If PrimeCo determines, in PrimeCo's sole and absolute discretion, that the Property is not suitable for PrimeCo's communications facilities or intended use after conducting any of such Feasibility Tests, PrimeCo shall have the right to terminate this Agreement in accordance with the provisions of Paragraph 14. During the Feasibility Period, the provisions of this Agreement shall be in effect except that the Agreement term and obligation to pay rent shall not have commenced.

14. **TERMINATION.**

PrimeCo shall have the right to terminate this Agreement at any time without further liability hereunder if PrimeCo determines, that any one (1) or more of the following is occurring or has occurred:

A. Approvals and/or Easements Not Obtainable. All Approvals and/or easements for PrimeCo's intended use of, or operation or construction of its communications facilities on, the Agreement Property cannot be obtained; or

B. Approvals and/or Easements Cancelled. Any Approval and/or easement for PrimeCo's intended use of, or operation or construction of its communications facilities on, the Agreement Property is canceled, withdrawn, terminated or denied or expires or lapses; or

C. Re-allocation of Frequencies. The Federal Communications Commission changes or re-allocates the frequencies at which PrimeCo may operate its communications facilities which renders PrimeCo's operation of its communications facilities on the Agreement Property obsolete; or

D. Operations Unprofitable. PrimeCo's operation of its communications facilities on the Agreement Property become unprofitable to PrimeCo; or

E. Ownership: Authority. If a court of competent jurisdiction determines that City does not have legal or sufficient ownership of the Agreement Property or the authority to enter into this Agreement; or

F. Hazardous Materials. The City's Property contains a Hazardous Material, as defined in Paragraph 8; or

G. Title. If a court of competent jurisdiction determines that The status of the title to the Agreement Property is unacceptable; or

H. Feasibility. Based on the results of any Feasibility Tests, conducted pursuant to Paragraph 13 herein, the Agreement Property is not suitable for PrimeCo's intended use or the operation or construction of its communications facilities; or

I. Technological Reasons. PrimeCo no longer desires to operate its communications facilities on the Agreement Property for technological reasons including, without limitation, changes in equipment and system design or usage patterns or obsolescence.

PrimeCo may terminate this Agreement by giving City written notice thereof in accordance with the provisions of Paragraph 11. If PrimeCo elects to terminate this Agreement pursuant to this Paragraph 14, this Agreement shall terminate as of the date set

forth in the notice of termination sent by PrimeCo to City. All rights and obligations of City and PrimeCo arising after the date of termination shall terminate.

15. **ASSIGNMENT; SUBAGREEMENT; LICENSE.**

PrimeCo shall have the right to (i) assign this Agreement and/or (ii) sublet and/or license all or any portion of this Agreement.

16. **EVENT OF DEFAULT BY PRIMECO.**

A. Event of Default. The occurrence of any one (1) or more of the following events shall constitute an "Event of Default" hereunder by PrimeCo:

(i) The failure by PrimeCo to make any payment of rent or any other payment required to be made by PrimeCo hereunder, as and when due, where such failure continues for a period of thirty (30) days after written notice thereof is given by City to PrimeCo.

(ii) The failure by PrimeCo to observe or perform any of the covenants or provisions of this Agreement to be observed or performed by PrimeCo, other than as specified in Paragraph 16. A. (i), where such failure continues for a period of thirty (30) days after written notice thereof is given by City to PrimeCo; provided, however, that it shall not be an Event of Default by PrimeCo if PrimeCo commences to cure such failure within such thirty (30) day period and thereafter diligently prosecutes such cure to completion.

(iii) A voluntary or involuntary petition in bankruptcy is filed by or against PrimeCo, or PrimeCo becomes insolvent (meaning, unable to pay its debts as they become due), or PrimeCo makes a transfer or conveyance in constructive or actual fraud of creditors or makes a general arrangement or general assignment for the benefit of creditors.

B. Remedies Upon Event of Default. If an Event of Default by PrimeCo occurs, in addition to any other remedies available to City at law or in equity, City shall have the right to terminate this Agreement and all rights of PrimeCo hereunder by giving PrimeCo written notice thereof. However, if an Event of Default by PrimeCo occurs, City shall not have the right, prior to the termination of this Agreement by a court of competent jurisdiction, to re-enter the Agreement Property to remove persons or property from the Agreement Property.

17. **SALE OR TRANSFER BY CITY.**

Should City, at any time during the term of this Agreement, as may be extended, sell, transfer or otherwise convey all or any portion of City's Tower Site to any transferee

other than PrimeCo, such sale, transfer or other conveyance shall be subject to this Agreement and all of PrimeCo's rights hereunder.

18. **MEMORANDUM OF AGREEMENT.**

Concurrently with the execution of this Agreement, City shall execute before a notary and deliver to PrimeCo for recording a "Memorandum of Agreement", also known as "Short Form Lease", in the form of the attached Exhibit "E". Such Memorandum shall not disclose any financial terms, unless required to do so by the laws of the jurisdiction in which such Memorandum is recorded.

19. **GENERAL.**

Time is of the essence of this Agreement. This Agreement constitutes the entire agreement of the parties and may not be amended except by written instrument executed by the parties hereto. The paragraph headings are inserted for convenience only and are in no way intended to describe, interpret, define or limit the scope or content of this Agreement or any provision hereof. The provisions of this Agreement are intended to be independent, and in the event any provision hereof shall be declared by a court of competent jurisdiction to be illegal or invalid, such illegality or invalidity shall not affect the remainder of this Agreement. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto, their respective successors and assigns, if any. Should any controversy arise out of this Agreement, the prevailing party shall be entitled to recovery of all costs and expenses incurred in settling the controversy, including, but not limited to, reasonable attorney's fees and cost.

20. **EFFECTIVE DATE.**

This Agreement shall become effective when filed in the office of the Clerk of the City of Pensacola. The City shall assume responsibility for the filing of this Agreement.

This Agreement shall become null and void if not fully executed by both PrimeCo and the City of Pensacola on or before midnight April 11, 1997.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the dates set forth below.

CITY OF PENSACOLA, a Florida municipal corporation

By: _____
City Manager

ATTEST:

_____
ASST City Clerk

Date: 4/11/97

PRIMECO PERSONAL COMMUNICATIONS L.P.
a Delaware limited partnership

By: _____
Claude Ellison, Vice President and General Manager

Date: 4-1-97

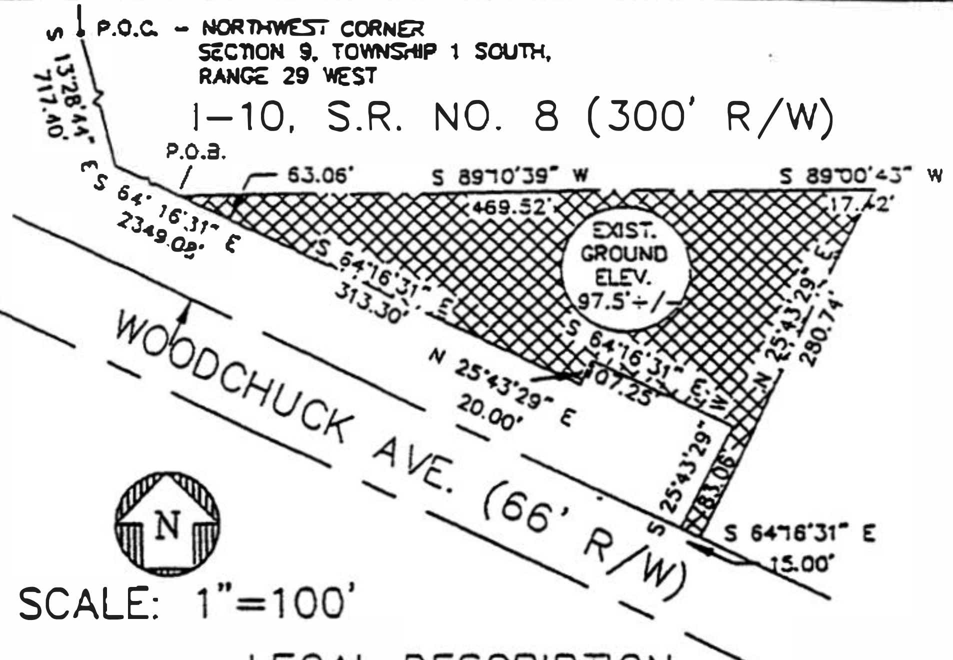
ATTEST:

_____
Kathy Heaton, Site Acquisitions Manager

APPROVED AS TO FORM AND EXECUTION
BY _____
Asst. City Attorney
Dated 14 April 1997

Approved as to Content:
Name
POLICE
Department
APRIL 3, 1997
Date

EXHIBIT A
LEGAL DESCRIPTION



LEGAL DESCRIPTION

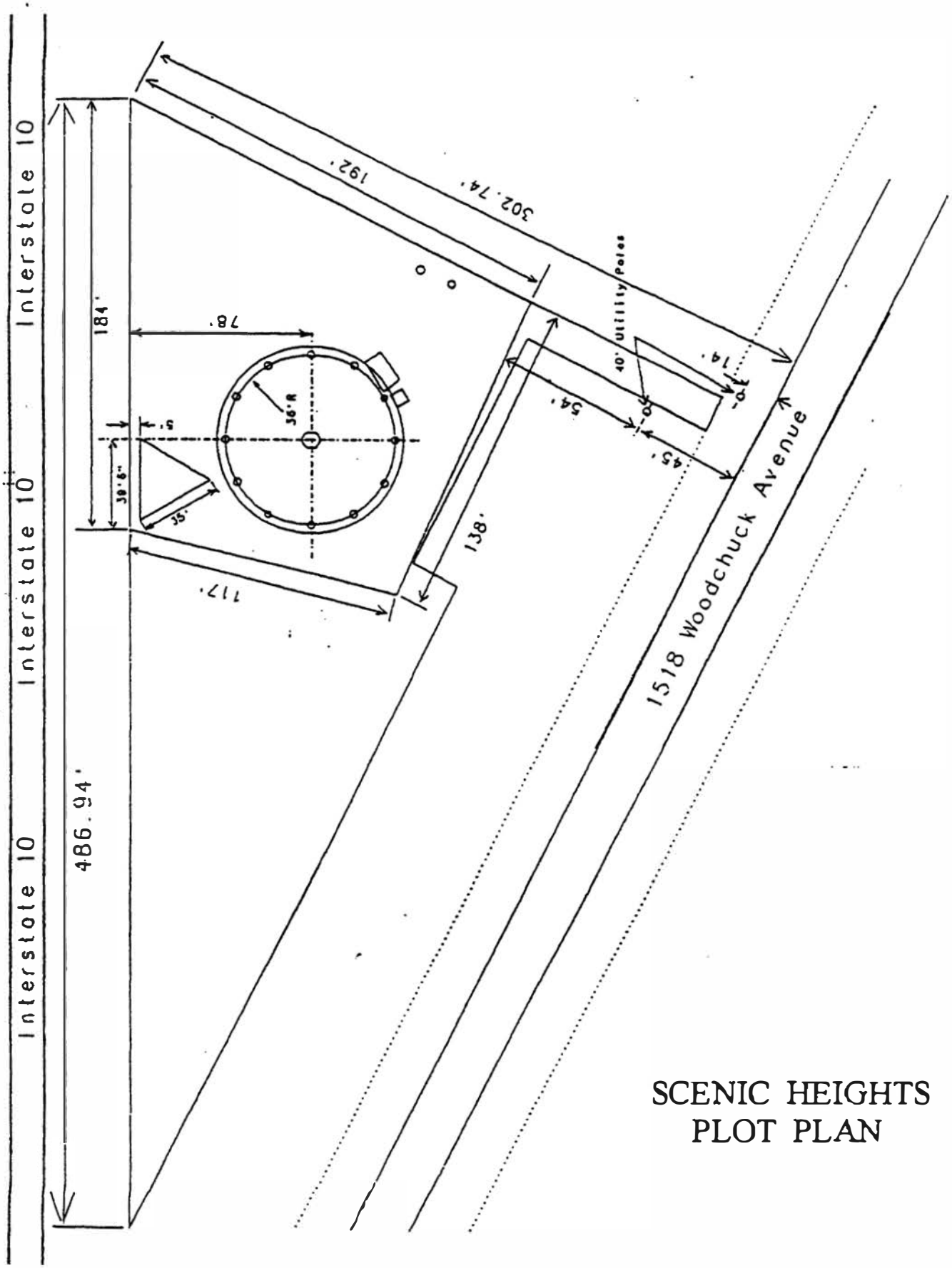
Commence at the northwest corner of Section 9, Township 1 South, Range 29 West, Escambia County, Florida, being the concrete monument at the angle point in the rearline of Lot 3, Block E, Eau Claire Estates, Unit No. 1, filed in Plat Book 6 at page 47 of the public records of the said county; thence South 13°28'44" East along the easterly line of Block E and F of the said Eau Claire Estates, Unit No. 1, for a distance of 717.40 feet; thence South 64°16'31" East along the south line of the north 122.09 acres of the said Section 9, according to the deed recorded in Deed Book 402 at page 225 of the said public records for a distance of 2349.08 feet to a point on the southeasterly right of way line of Interstate No. 10, S.R. No. 8 (300' R/W) for the point of beginning.

Thence continue South 64°16'31" East along the said south line of the north 122.09 acres also being parallel to and 63.06 feet north of the north right of way line of Woodchuck Avenue (66' R/W), for a distance of 313.30 feet; thence North 25°43'29" East for a distance of 20.00 feet; thence South 64°16'31" East for a distance of 107.25 feet; thence South 25°43'29" West, for a distance of 63.06 feet to a point on the northwesterly right of way line of Woodchuck Avenue (66' R/W); thence South 64°16'31" East along the said northwesterly right of way line for a distance of 15.00 feet; thence North 25°43'29" East for a distance of 280.74 feet to a point on the said southeasterly right of way line of Interstate No. 10, said point being on the arc of a circular curve concave to the north having a radius of 3014.28 feet and a central angle of 40°53'30"; thence southwest along the arc of the said curve being the said southeasterly right of way line for an arc distance of 17.42 feet; (chord distance of 17.42 feet; chord bearing of South 89°00'43" West) to the point of tangent of the said curve; thence South 89°10'39" West along the tangent of the said curve being the said southeasterly right of way line for a distance of 469.52 feet to the point of beginning.

The above described tract lies in Section 9, Township 1 South, Range 29 West, Escambia County, Florida, and contains 1.06 acres, more or less.

CITY OF PENSACOLA, FLORIDA ENGINEERING DIVISION	WOODCHUCK AVENUE ANTENNA SITE SKETCH - NOT A SURVEY	
	LATITUDE: N.30°30'04.5" LONGITUDE: W.87°10'23.5"	DRAWN BY: DLH DATE: 5/23/95

EXHIBIT B
SCENIC HEIGHTS PLOT PLAN



SCENIC HEIGHTS
PLOT PLAN

EXHIBIT C
TOWER AND BUILDING SPECIFICATIONS

STATEMENT OF WORK

FOR A

COMMUNICATIONS TOWER,

COMMUNICATIONS EQUIPMENT BUILDING,

AND

EMERGENCY GENERATOR

FOR

THE CITY OF PENSACOLA, FLORIDA

February, 1997

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Telecommunications Engineering
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Tallahassee, Florida 32303
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Fax: (904) 224-3059
email: omnicom@polaris.net

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APPENDIX A - LEGAL DESCRIPTION AND PLOT PLAN

1. SCOPE OF THE SPECIFICATIONS

1.1 General

This Statement of Work defines the facility requirements of the City of Pensacola to establish a communications site at Scenic Heights in Escambia County, Florida. This Statement of Work for a Communications Tower, Communications Equipment Building, and Emergency Generator is included as Exhibit C in the agreement between the City of Pensacola and PrimeCo Personal Communications, L.P. The requirements stated herein represent the City's requirements only. PrimeCo must consider its own (additional) requirements which arise from PrimeCo's shared use of facility equipment, and incorporate those requirements into the actual equipment provided at the site of installation. Total turnkey system integration and performance shall be the responsibility of PrimeCo.

1.2 Sites of Work and Procurement Overview

This Statement of Work delineates the requirements for the delivery, installation, performance verification, and warranty maintenance of an antenna tower, equipment shelter, and emergency generator at the following site in Escambia County, Florida:

Scenic Heights
1518 Woodchuck Avenue
Pensacola, Florida
Self Supporting Tower, 250 feet AGL
Equipment Building, 12 feet wide by 28 feet long
Emergency Power Generator, 60 kW

The legal description and plot plan of the property are provided in Appendix A of the Agreement between PrimeCo and the City.

1.3 Examination of Site and Statement of Work

PrimeCo is required to carefully examine the proposed communication sites and this Statement of Work, and inform itself thoroughly regarding any and all conditions and requirements that may in any manner affect the work to be performed under the agreement with the City.

For inspection of the site and any information regarding the general requirements of this Statement of Work, contact Neil Jenkins at (904) 435-1939.

For information regarding the technical requirements and/or intent of this Statement of Work, contact Jerry Kessler, OMNICOM, Inc. (Technical Consultant to the City) at (904) 224-4451.

1.4 Definitions

Agreement:	The legal agreement between PrimeCo and the City to which this Statement of Work is appended.
City:	City of Pensacola.
County:	Escambia County.
Equivalent:	Shall be taken in its general sense and not mean identical.
PrimeCo:	PrimeCo Personal Communications, L.P.
Technical Consultant	OMNICOM, Inc. Attention: Jerry Kessler 930 Thomasville Road, Suite 200 Tallahassee, Florida 32303 Voice: (904) 224-4451 Fax: (904) 224-3059 email: omnicom@polaris.net

1.5 Services Required

A. Delivery and installation of equipment listed in Paragraph 1.1 per the requirements stated within this document.

B. On-site electrical and mechanical checkout of the complete facility delineated by this Statement of Work following installation by PrimeCo.

C. Delivery of all design and "as built" system documentation as specified in Sections 4.2, 4.4, and 6.5 of this Statement of Work.

D. Performance verification as described in Section 6 of this Statement of Work.

E. System/equipment warranty as described in Section 2.6 of this Statement of Work.

2. GENERAL REQUIREMENTS

2.1 PrimeCo's Responsibility

It is understood, and PrimeCo hereby agrees, that it is solely responsible for all equipment, materials, and services proposed.

Notwithstanding the details presented in this Statement of Work, it is the responsibility of PrimeCo to verify the completeness of the materials list and suitability of devices to meet the requirements of this Statement of Work.

2.2 Warranty

All equipment, including material used therein, shall be guaranteed by PrimeCo via the manufacturers' standard warranties against mechanical, electrical, design, and workmanship defects. In the event workmanship defects become evident during installation, PrimeCo shall cause replacement parts, materials, procedures, and labor to be furnished as necessary, at no cost to the City.

2.3 Material and Workmanship

All equipment and materials shall be new and free of corrosion, scratches, burrs, or such other defects as to present no other than new appearance. All equipment must be of current design and manufacture.

All component parts shall be of high quality workmanship, shall be in production at the time of equipment delivery, and no part or attachment shall be substituted or applied contrary to the manufacturer's recommendations and standard practices.

2.4 Instruction Manuals

Instruction manuals sufficient to permit a duly qualified service technician to install, operate, and maintain the equipment shall be provided by PrimeCo for all electrical equipment furnished by the Contractor. The manuals shall reflect the equipment as built.

The instruction manuals shall contain, but not be limited to:

A. A section defining the capabilities and general operation of the equipment.

B. A section describing the technical operation of the equipment, including detailed circuit descriptions.

C. A section describing preventive maintenance, major malfunction identification, and subsequent troubleshooting procedures.

D. A schematic or diagram sufficiently detailed to enable location of test points, power connections, and general troubleshooting references.

E. A section describing the installation, programming, and optimization of the equipment.

The Purchaser shall be notified of all revision information pertaining to the equipment purchased. During the warranty period, this information shall be supplied to the Purchaser at no cost as it becomes available. (This includes corrections to instruction manuals, etc.)

2.5 Patents and Royalties

PrimeCo shall warrant that the equipment furnished hereunder shall be delivered free of any rightful claim of any third party for infringement of any United States patent or copyright. If the City notifies PrimeCo promptly of the receipt of any claim that the equipment or software infringes a United States patent or copyright and gives PrimeCo information, assistance, and exclusive authority to settle and defend such claim, PrimeCo, at its own expense, shall defend, or may settle, any suit or proceeding against the City so far as based on a claimed infringement which breaches this warranty. If, in any such suit arising from such claim, the continued use of the equipment for the purpose intended is enjoined by any court of competent jurisdiction, PrimeCo shall, at its expense and option, either procure for the City the right to continue using the equipment, or modify the equipment so that it becomes non-infringing, or replace the equipment or portions thereof so that it becomes non-infringing.

2.6 Material List

The system design shall include a complete bill of materials listing all major items of equipment and components. The bill of materials shall show quantity, name of manufacturer, model or catalog number, and material description. If the item of equipment has various options, the options that will be provided shall also be listed.

2.7 Inclusion of this Statement of Work

It is agreed that this document in its entirety is included in, and made a part of, the Agreement between the City and PrimeCo

2.8 Subcontractors

If PrimeCo intends to engage a subcontractor or subcontractors to provide any part of the equipment or work required by this Statement of Work, PrimeCo shall provide each subcontractor with a copy of this Statement of Work to ensure the

subcontractor's awareness and subsequent compliance with all pertinent requirements of the specifications.

2.9 Title and Risk of Loss

Title to the equipment shall pass to the City upon completion of installation and acceptance by the City. Delivery of equipment to City sites and/or PrimeCo's storage facilities shall not constitute acceptance.

Until final acceptance by the City, PrimeCo shall bear risk of loss and damage to the equipment at all locations at which the equipment is stored or installed, including PrimeCo's warehouse and maintenance facilities and City sites. After acceptance by the City, all risk of loss and damage to the equipment shall be borne by the City.

3. EQUIPMENT REQUIREMENTS

3.1 General

This section establishes the industry and government standards upon which equipment manufacture and installation shall be based. An overview is provided to acquaint PrimeCo with the major elements of equipment and services required by this project.

3.1.1 Applicable Publications and Standards

Unless otherwise specified, the most current issue of the following publications and standards as of the execution of the Agreement shall be a part of this specification. In case of inconsistencies between this specification and these publications and standards, the requirements of this specification shall take precedence.

A. Electronic Industry Association Standards:

EIA-81	Measuring Ground Resistance and Potential Gradients in the Earth.
EIA-222F	Structural Standards for Steel Antenna Towers and Antenna Supporting Structures.
EIA-310	Racks, Panels and Associated Equipment.

B. Federal Aviation Administration Regulations:

Vol. XI	Objects affecting Navigable Airspace Part 77.
Advisory Circular	Obstruction Marking and Lighting, AC 70/7460-1J.
Advisory Circular	Specification for Obstruction Lighting Equipment, AC 150/5345-43E.

C. Federal Communications Commission Rules and Regulations, Code of Federal Regulations, Title 47, Chapter I, including:

Part 17 - Construction, Marking and Lighting of Antenna Structures.

D. National Fire Protection Association - (NFPA).

National Electrical Code.

NFPA #37 - Combustion Engines.

NFPA #78 - Lightning Protection Code.

NFPA #110 - Emergency and Standby Power Systems.

NFPA #1221 - Public Fire Service Communications.

E. American Institute of Steel Construction (AISC).

F. American Concrete Institute (ACI) - ACI 318.

G. Concrete Reinforcing Steel Institute (CRSI).

H. Local Building Codes - City of Pensacola and Escambia County, as applicable.

I. Motorola Standard R56.

3.2 Overview of Requirements

The major elements contained in this Statement of Work shall be combined by PrimeCo such that the end result for the site of work is a completely finished and functioning communications facility that is ready to accept radio system components.

The major elements of this Statement of Work are:

A. One 250-foot self-supporting communications tower, equipped as specified.

B. One communications equipment building, 12 feet wide by 28 feet long, completely furnished, wired, lighted, air conditioned, and equipped with cable trays, grounding system, utility power surge suppression system, and a fire suppression system.

C. One standby emergency power generator, as specified with 60 kW capacity, automatic transfer panel, and fuel supply system.

D. Facility grounding and bonding.

4. TECHNICAL REQUIREMENTS

All equipment must be of current manufacture and employ designs, component parts, and production techniques which result in high quality, long-life equipment and facilities. To these ends, this specification will include explicit technical and functional parameters. These parameters are not intended to limit equipment design or restrict equipment to a particular manufacturer. The intent is to establish the minimum acceptable parameters, performance standards, and design criteria. PrimeCo is responsible for ensuring that its design meets all functional requirements of this project.

4.1 Communications Tower

The towers, foundations, and related equipment shall be engineered, furnished, and installed by PrimeCo at the designated site. This includes the furnishing of all labor and materials and performing all necessary operations required for the complete installation. The design of the towers and foundations must be certified by a qualified professional engineer licensed to practice in the State of Florida.

4.1.1 Construction/Materials

The 250-foot self-supporting tower shall be a welded or bolted steel structure consisting of all solid or open shape members (no tubular members will be permitted), and be capable of supporting the loads required by this Statement of Work. Between 225 feet and 250 feet AGL, at a minimum, the tower shall be composed of straight sections. The tower may be tapered between ground level and not more than 225 feet.

4.1.2 Orientation and Height

The 250-foot self-supporting tower shall be installed with orientation as shown in Appendix A. The tower orientation is relative to true north, and the height is relative to ground level at the site.

4.1.3 Site Plans

PrimeCo's site plans depicting the location of the tower, transmission line bridge, equipment building, and generator shall be determined in conjunction with the City to ensure that there is no interference to existing facilities or operations. Two copies of the site plan shall be delivered to the City for review and comment within 30 days after execution of the Agreement between the parties (see Section 4.2.3 for address). An additional copy of the site plan must be furnished to the City's technical consultant.

4.1.4 Tower Design Requirements (Excluding Foundations)

Unless otherwise stated herein, the tower shall be designed, constructed, and installed to meet the following minimum requirements, and shall further be in accordance with the applicable requirements of EIA Standard 222F, as well as the local building codes in effect at the site of installation.

4.1.4.1 Tower Loading Requirements

The City's total requirements for antennas and associated loads are delineated in Table 4-1. These loads represent both the near-term and long term requirements of the City. PrimeCo's loads are not included in Table 4-1.

SCENIC HEIGHTS SITE ANTENNA LOADING TABLE

HGT (FT. AGL)	NOTES	AZM (deg)	ANTENNA MANUFACTURER	ANTENNA TYPE	ANTENNA LOADS QUANTITY	TX LINE
250	A,B,C	N/A	CELWAVE	BMR10	6	LDF6-50A
250	-	N/A	TX/RX SYSTEMS	TOWER TOP AMP 421-86A-08-18	2	EACH SYSTEM LDF5-50A & LDF4-50A
225	A,B,C	N/A	DECIBEL PRODUCTS	DB-304	6	LDF6-50A
215	D	Worst Case	ANDREW	P8-65D W/RBF RADOME	1	EW-63 WAVEGUIDE
150	D,G,H	220.4°	ANDREW	P6-65D W/R6E RADOME	1	EW-63 WAVEGUIDE
TBD	D,E,G,I	TBD	ANDREW	P6-65D W/R6E RADOME	1	EW-63 WAVEGUIDE
TBD	D,E,G,I	TBD	ANDREW	P6-65D W/R6E RADOME	1	EW-63 WAVEGUIDE
20	C,E	TBD	DECIBEL PRODUCTS	DB-498	1	LDF4-50A

Table 4-1

Notes:

A. Land mobile antenna heights listed are heights of antenna base.

B. Six-way antenna star mounts incorporating 6-foot side arm brackets shall be provided at 250 feet and 225 feet, respectively, and shall provide equal azimuthal spacing of antennas.

C. Antennas will be furnished and installed by the City.

D. Microwave and Yogi antenna heights listed are to centerline.

E. PrimeCo shall determine microwave centerline height and azimuth for County loop system antennas.

F. Antenna loading for PrimeCo is not included in this table.

G. The City's 800 MHz Contractor is to determine antenna height; estimated height is 190 feet.

H. Microwave antenna mounts are to be provided and installed by PrimeCo.

I. County microwave antennas are the responsibility of PrimeCo under separate agreement with the County.

4.1.4.2 Antenna Mounting Requirements

The towers shall be designed with six-way star mounts at 250 feet and 225 feet, respectively, to accommodate the land mobile antennas delineated in Table 4-1. PrimeCo shall engineer minimum 6-foot side arm brackets for all designated star mount land mobile antennas. The side arm brackets shall extend directly outward from the tower and shall be equally spaced in azimuth. The side arm bracket shall include an integral vertical antenna mounting mast. The outside diameter of mounting masts for the upper and lower star mount assemblies shall be 4 inches and 2-1/2 inches, respectively. All land mobile antenna mounts shall be engineered, furnished, and installed by PrimeCo.

PrimeCo shall engineer, furnish, and install antenna mounts for each microwave antenna, except the microwave antenna load indicated at 215 feet AGL. The microwave antenna mounting masts shall consist of standard galvanized pipe of 4-1/2 inches outside diameter and of sufficient length to accommodate the specified antennas as well as brackets for attachment of the mounting masts to the tower.

All land mobile and microwave antenna mounts shall be capable of supporting their respective equipment loads under the wind conditions specified in Paragraph 4.1.4.3.

4.1.4.3 Wind Speed Requirements

The tower with the specified loads shall be designed in accordance with EIA-222F, using a 120-mph basic windspeed with 1/2-inch radial ice and the local building codes in effect at the site of installation.

4.1.4.4 Twist and Sway Requirements

The tower shall be designed to ensure that the twist and sway limits at the microwave antenna mounting positions do not exceed plus or minus 0.65 degrees under conditions of 100 mph uniform windspeed, and a temperature range of -10 degrees F to 120 degrees F.

4.1.4.5 Corrosion Protection

All tower steel shall be hot-dip galvanized after fabrication with a minimum application of 2 ounces of zinc per square foot of surface area. All hardware and other attachments, including antenna mounts, shall be galvanized or constructed of inherently corrosion resistant materials. All exposed portions of anchor bolts, step bolts, or climbing ladders shall be galvanized.

4.1.4.6 Tower Grounding System

The towers shall be provided with protective grounding meeting the requirements of Motorola Standard R56, as well as all grounding requirements specified in Section 4.6.

4.1.4.7 Transmission Line/Waveguide Support

A transmission line support system (cable ladder) shall be provided to securely attach antenna transmission lines. Holes shall be provided in the tower support members, tower hanger adapter plates, or separate ladder structures to allow installation of Andrew Model 206706 series snap-in cable hangers, and Andrew Model 42396A series bolt-in cable hangers, or equivalent, at maximum 3 foot intervals. The 3/8 inch and 3/4 inch mounting holes shall be precision punched or drilled and sufficiently separated to accommodate the snap-in and bolt-in hangers. The transmission line support system shall accommodate all transmission lines identified in Table 4-1.

The towers will require a transmission line bridge facility approximately 9 feet above ground extending from the tower cable ladder to the equipment building waveguide entry ports. The bridge facility shall be installed so that it is self-supporting with its own foundations and not rigidly attached to the tower or equipment building.

4.1.4.8 Climbing Facility Requirement

The tower shall be provided with a climbing ladder, safety cable and climbing belt. The climbing ladder shall not be attached to tower legs in any manner that would interfere with attachment of antennas or installation of additional transmission lines on the transmission line support system.

4.1.4.9 Rest Platforms

Rest platforms shall be provided at 100-foot intervals so that a climber may step momentarily from the climbing ladder to secure a position for resting while climbing the tower. The rest platform shall consist of a level platform of grating which allows room for one person to sit or stand.

4.1.4.10 Dual Lighting System

PrimeCo shall furnish and install a dual lighting system with the tower. The lighting system shall consist of medium intensity white strobe beacon for daytime lighting and red obstruction lighting for nighttime operation. The lighting system shall conform to all FAA, NEC, local, and FCC Regulations, and shall further conform to FAA publication AC 60/7460-1J, Obstruction Marking and Lighting.

The medium intensity lighting system shall operate on a daytime only basis and shall generate an effective peak intensity of 20,000 candelas for the day and twilight modes of operation, and shall be turned off for the night mode of operation. The medium intensity white strobe lighting system shall be composed of FAA standard L-865 omnidirectional lights and associated power supply/control circuitry.

The nighttime obstruction lighting shall be provided by red obstruction lighting composed of a top-mounted L-864 omnidirectional beacon and L-810 steady-burning obstruction lights at intermediate level(s) in accordance with tower height. The L-864 beacon shall have an effective intensity of 2,000 candelas for the night mode of operation. Failure of the L-864 red lighting shall cause an automatic change to the L-865 white lighting operating in the nighttime mode (2,000 candelas effective intensity).

The system control circuitry and alarm points shall be housed in a panel designed for wall-mount installation within the new equipment building. Interconnecting cables between the lights and the control circuitry shall comply with the National Electric

Code, as well as all local electrical codes in effect at the site of installation. Interconnecting cables shall be securely attached to the tower structure. Plastic or nylon-type cable ties shall not be used.

The dual lighting system shall be controlled by a photoelectric control device that will prevent overlap operation of the daytime and nighttime lighting systems. This automatic photoelectric device shall turn on the red lighting and turn off the medium intensity strobe lighting simultaneously (no more than 2 seconds delay) when the northern sky illumination drops to a level of less than 5 footcandles (53.8 lux), but not less than 2 footcandles (21.5 lux). The control device shall turn on the medium intensity strobe lighting and turn off the red lighting when the north sky illuminance rises to a level greater than 2 footcandles (21.5 lux) but not greater than 5 footcandles (53.8 lux). The photoelectric sensing device(s) shall be installed to face the north sky, with the sensor's lens aligned along a horizontal, such that proper operation of the sensing device will occur in accordance with FAA Advisory Circular AC 70/7460-1J Obstruction Marking and Lighting.

Placement of both lighting systems' units on the towers shall be in a manner which allows unobstructed view through 360 degrees, and may require multiple lighting units.

The system control circuitry shall provide for synchronization and intensity control of the obstruction lighting system, and shall monitor the overall integrity of the lighting system for component failures or improper operation. Alarm outputs shall be provided for individual beacon status and intensity status, to indicate component failures and system failures, as Form C relay contacts. PrimeCo shall wire and label all alarms to a PrimeCo provided Type 66 block in the communications equipment building.

The Lighting System shall be a Hughey & Phillips, Inc. FlashGuard 3000 Dual Lighting Kit or equivalent.

4.1.4.11 Marking

Painting of the tower and associated equipment and hardware is <u>not</u> required.

4.1.5 Tower Foundation Design Requirements

The tower foundations shall be designed to be suitable for all existing conditions at the tower site and shall meet or exceed the following requirements.

4.1.5.1 Design Criteria

Tower foundations for the antenna tower with antenna loads shall be designed to meet or exceed the requirements of Standard EIA-222F and local building codes in effect at the site of installation.

4.1.5.2 Soil Requirements

The tower foundations shall be designed with respect to the specified tower structure and antenna/equipment loads and the actual soil conditions at the tower site. PrimeCo shall perform a soil analysis at the Scenic Heights site where the new communications tower is to be installed. The soil analysis shall include field borings, laboratory testing, and a report containing a summary of the analysis with an evaluation and recommendations for structural foundations. The report shall be generated and certified by a Professional Engineer, licensed to practice in the State of Florida and qualified in the area of subsurface investigation and engineering evaluation.

The number of field borings to be performed at the site and their depths shall be appropriate for the antenna tower and loads described in this Statement of Work.

At a minimum, the laboratory testing shall include:

A. Atterburg Limits.

B. Sieve Analysis.

C. Unit Weight and Moisture.

D. Unconfined Compression.

Two copies of the soils report shall be provided to the City at the address indicated in Section 4.2.3. An additional copy of the soils report shall be provided to the City's technical consultant.

PrimeCo must provide for foundation design engineering based upon the soil conditions at the site of installation and the antenna structure design requirements of this specification.

4.2 Tower Submittal Data Requirements

4.2.1 Tower Design Documentation Requirements (Excluding Foundation)

The following documentation shall be submitted in accordance with Section 4.2.3.

4.2.1.1 Tower Designs

PrimeCo shall obtain sufficient professional engineering documentation to show that the tower structure meets or exceeds all requirements of Section 4 through Section 4.1.4.11. Such documentation shall:

A. Include complete plans and drawings showing all tower materials, hardware, and accessories, as well as details for proper assembly and installation.

B. Include the following written statement:

"This tower design meets or exceeds all requirements of Sections 4 through 4.1.4.11 of the City of Pensacola Statement of Work for a Communications Tower, Communications Equipment Building, and Emergency Generator dated January, 1997."

C. Be approved, signed, dated, and sealed by a Professional Engineer qualified and authorized pursuant to Chapter 471, Florida Statutes.

D. Be submitted in accordance with Section 4.2.3.

4.2.1.2 Tower Manufacturer's Certification

All tower materials, hardware, and accessories shown on the plans and drawings shall be approved in writing by the tower manufacturer as being suitable for the purposes shown.

4.2.2 Tower Design Documentation Requirements (Foundation)

PrimeCo shall obtain sufficient professional engineering documentation to show that the foundations meet or exceed the requirements of Section 4.1.5 through Section 4.1.5.2. Such documentation shall:

A. Include complete plans and drawings showing all foundation materials, as well as details for proper installation.

B. Include the following written statement:

"These foundation designs meet or exceed all requirements of Sections 4.1.5 through 4.1.5.2 of the City of Pensacola Statement of Work for a Communications Tower, Communications Equipment Building, and Emergency Generator dated January, 1997."

C. Be approved, signed, dated, and sealed by a Professional Engineer qualified and authorized pursuant to Chapter 471, Florida Statutes.

D. Be submitted in accordance with Section 4.2.3.

4.2.3 Submittal Data and Notification Requirements

At no later than 15 calendar days prior to foundation excavation for the tower, PrimeCo shall deliver 2 signed and sealed copies of all required tower structure and foundation design documentation to:

Neil Jenkins
Communications Supervisor
City of Pensacola
Pensacola Police Department
711 Hayne Street
Pensacola, FL 32501
(904) 435-1939

These submittals are in addition to any documentation submittals which may be required by the local building official. PrimeCo shall contact the local building official to determine the submittals required.

An additional copy of each required submittal shall be provided to the City's technical consultant.

4.2.4 Construction Notifications

For the tower structure, PrimeCo shall notify the City as to construction status at the following times:

A. Ten days prior to start of tower installation - notify as to the start date of construction and estimated completion date of construction.

B. The day the tower reaches the greatest height.

C. The day tower installation is completed.

D. A building inspector is required to be present during pours and concrete sample retrieval. PrimeCo shall notify the City when these tasks are scheduled.

4.3 Equipment Building Requirements

A prefabricated concrete equipment building shall be provided to house microwave and land mobile radio equipment. The equipment building shall be designed for the express purpose of housing electronic radio communications equipment and related components within a controlled environment necessary for the proper operating conditions for the equipment to be installed.

4.3.1 General Requirements

The new equipment building shall be provided at Scenic Heights. The equipment building shall be sized 12 feet wide by 28 feet long to accommodate City/County needs. Space for PrimeCo's equipment shall be in addition to the City/County space requirement.

The equipment building shall be engineered, furnished, and installed by PrimeCo. This includes the furnishing of all labor, materials, and foundation, and performing all necessary operations in conjunction with the fabrication of a complete equipment building and installation at the designated site.

The equipment building interior height (floor to ceiling) shall be no less than 9 feet 6 inches. Overall exterior height is not critical. The building shall be equipped with a secure door, power distribution panels, air conditioning systems, grounding systems, and any other necessary appurtenances or appliances to provide for an integrated communications equipment building.

General construction material shall be precast concrete. The roof color shall be white. See Figure 4.3.1 for the relative layout of power systems, cable trays, and the fire suppression system. The final configuration of the equipment building shall be designed to meet the unique physical layout of the communications site. The relative positioning of the utility ground, the transmission line bulkhead entrance, and the power distribution system shall be determined by PrimeCo and coordinated with the City. The building configuration must be approved by the City and its technical consultant prior to manufacture.

The following list describes the minimum equipment requirements for the building:

Item	Description	Specific Information
A.	Interior Height	9 feet 6 inches, minimum (floor to ceiling).
B.	Insulation	R22 minimum walls and ceiling.
C.	Roof Loading	85 lbs. per square foot, minimum.
D.	Floor Loading	200 lbs. per square foot, minimum (live load).
E.	Horizontal Wind Loading	150 miles per hour.
F.	Environmental Control	See Section 4.3.9.
G.	Cable Tray	A 24-inch wide cable tray system shall be installed at 8 feet 6 inches above floor. See Section 4.3.10.

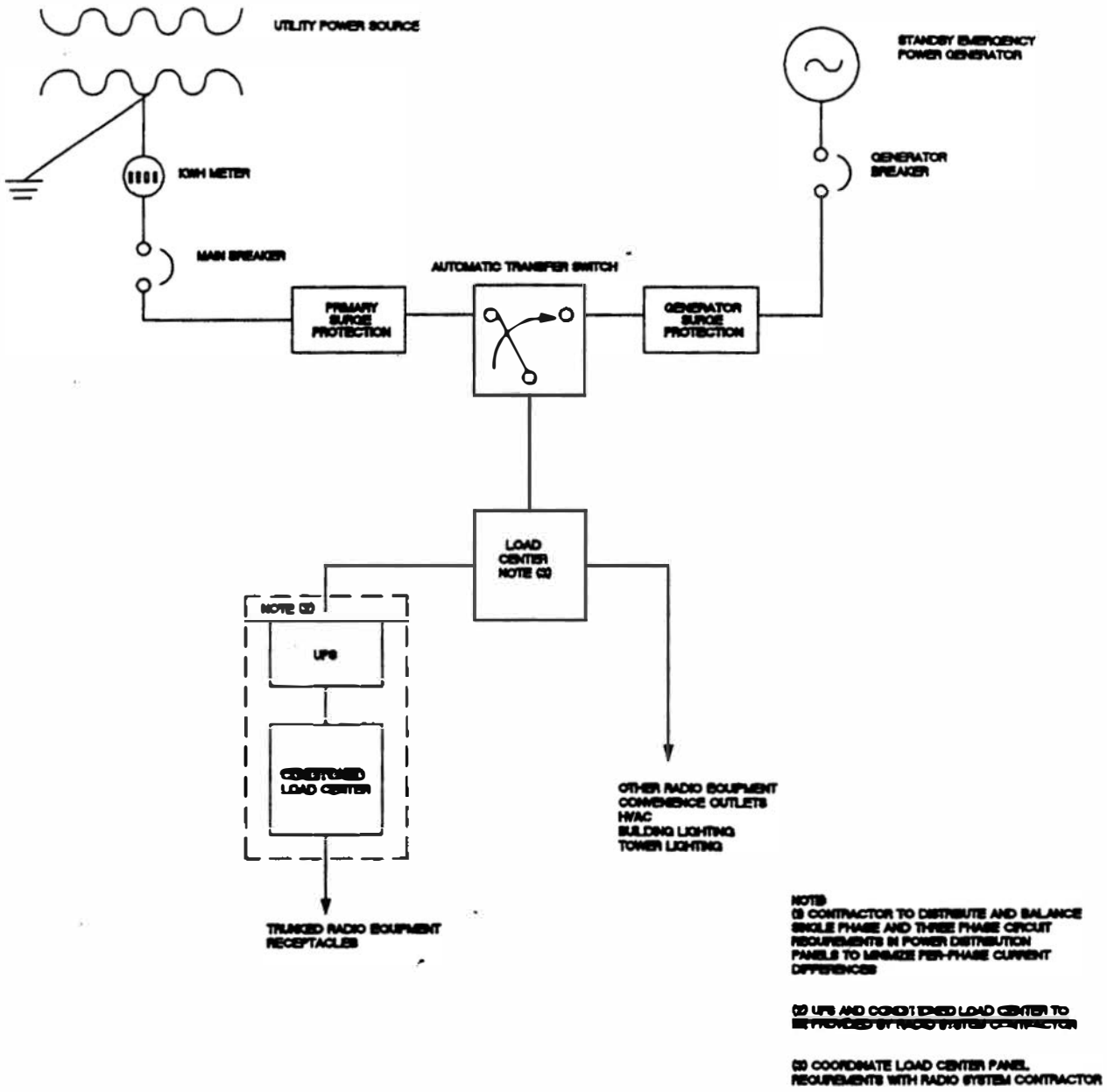

FIGURE 4.3.8

TYPICAL EQUIPMENT BUILDING POWER DISTRIBUTION DIAGRAM

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DATE 2-5-97	JOB PENSACOLA	
REV. 1.0	DR. BY J.E.	CK. BY

H.	Waveguide Entry Ports	Solid copper bulkhead panel to accommodate transmission lines between 1/2 inch and 1-5/8 inch diameter. See Section 4.3.11.
I.	Fire Suppression	FM 200 or other equivalent clean agent fire suppression system, conforming to NFPA Standards 72E sized to provide 5% to 7% concentration at full discharge, and effective against Class A, B, and C fires. All air conditioning shall be automatically shut down priot to discharge. The fire suppression system shall be capable of being manually discharged and manually aborted. Fire detection including combination ionization/photoelectric smoke detector and rate compensation fixed temperature thermal detector in conformance with UL 268 standards. Cross zoned detector configuration. Smoke detectors shall be placed 5 feet from the walls to avoid simultaneous activation of both zones and the resulting fire suppression system discharge. Initial visible and audible warning for personnel evacuation and confirmation, secondary warning upon discharge, with adjustable delay prior to discharge (capable of 30 to 60 second delay). The control system shall incorporate an internal battery backup power supply capable of operating the control system for a minimum of 24 hours. The batteries shall be maintenance-free type and supervised for open circuit conditions. An integral charging circuit shall maintain the batteries at full charge during operation from normal AC power.

Warning light on building exterior adjacent to entrance door.

Warning system shall provide dry contact closures to indicate fire alarm, FM200 discharge, and trouble to enable connection to the microwave alarm system provided by others.

FM200 signage at building entrance.

J. Lighting

Fluorescent surface mounting fixtures to provide 150 foot candles of light 4 feet from the floor and 1 foot from the walls.

Interior light switch mounted adjacent to entry door.

One vandal-resistant 100-watt incandescent lamp per entrance door mounted on the outside near the door, and one interior light switch mounted adjacent to the door.

Interior 2-head emergency light with rechargeable batteries, charger, pilot, and test light.

K. Alarms

Door alarm, magnetic reed type.

Tower lighting system failures, individual dry contact type for strobe, beacon, obstruction lighting, etc.

Air conditioner failure alarm (each unit) dry contact type.

Fire alarms and fire suppression system discharge and trouble alarm, dry contact type.

Surge protection failure, dry contact.

High and low temperature alarms, dry contact type.

Additional electrical system/generator alarms as detailed in Section 4.5.7.

L.	Telephone Backboard	A telephone backboard (TBB) of dimensions 4 feet high by 8 feet long and consisting of 3/4 inch plywood shall be installed on the south interior wall of the building as depicted in Figure 4.3.1. The TBB shall be painted gray with fire-retardant paint.
M.	Floor/Wall Cable Entry	One 3-inch diameter port with cap for telephone cable entry installed beneath the telephone backboard.
N.	Type 66 Block	All alarms must be wired to PrimeCo provided type 66 block. Each termination must be labeled.

4.3.2 Wall Sections

The wall sections shall be equipped with a vapor shield and have a minimum R value of 22. Interior surfaces shall have a white textured finish wall covering with molding on all corners. All floor/wall intersections shall have 4 inch vinyl baseboard installed. Molding shall also be provided at wall/ceiling intersections and all wall panel intersections. All exterior wall surfaces shall have an aggregate rock finish.

4.3.3 Ceilings

The ceiling interior shall have a textured white finish with moldings on all corners. The ceilings shall be capable of supporting the required electrical equipment, fixtures, and cable trays (Section 4.3.10).

4.3.4 Roof Sections

The roof sections shall be designed and constructed with a 1/8 inch per foot (minimum) pitch for drainage. All voided areas between the roof and the ceiling shall be filled with fiberglass insulation with vapor shield (R value = 22).

4.3.5 Floors

The floors shall be concrete and coated and cured with a chemical curing compound, and shall receive a minimum of one coat liquid sealer. The floor covering shall be an industrial grade vinyl tile covering fastened in a proper manner to the concrete floor with waterproof vinyl cement.

The floors shall be of sufficient thickness and strength to support typical communications equipment loads.

4.3.6 Doors

A single entrance shall be provided for the equipment building. The door entrance shall consist of an exterior prehung, gasket sealed, insulated 3 foot by 7 foot galvanized steel door with enamel finish, door check, door stop, keyed lock set, and dead bolt.

4.3.7 Lock/Keys

Locks shall be keyed identically.

4.3.8 Electrical System

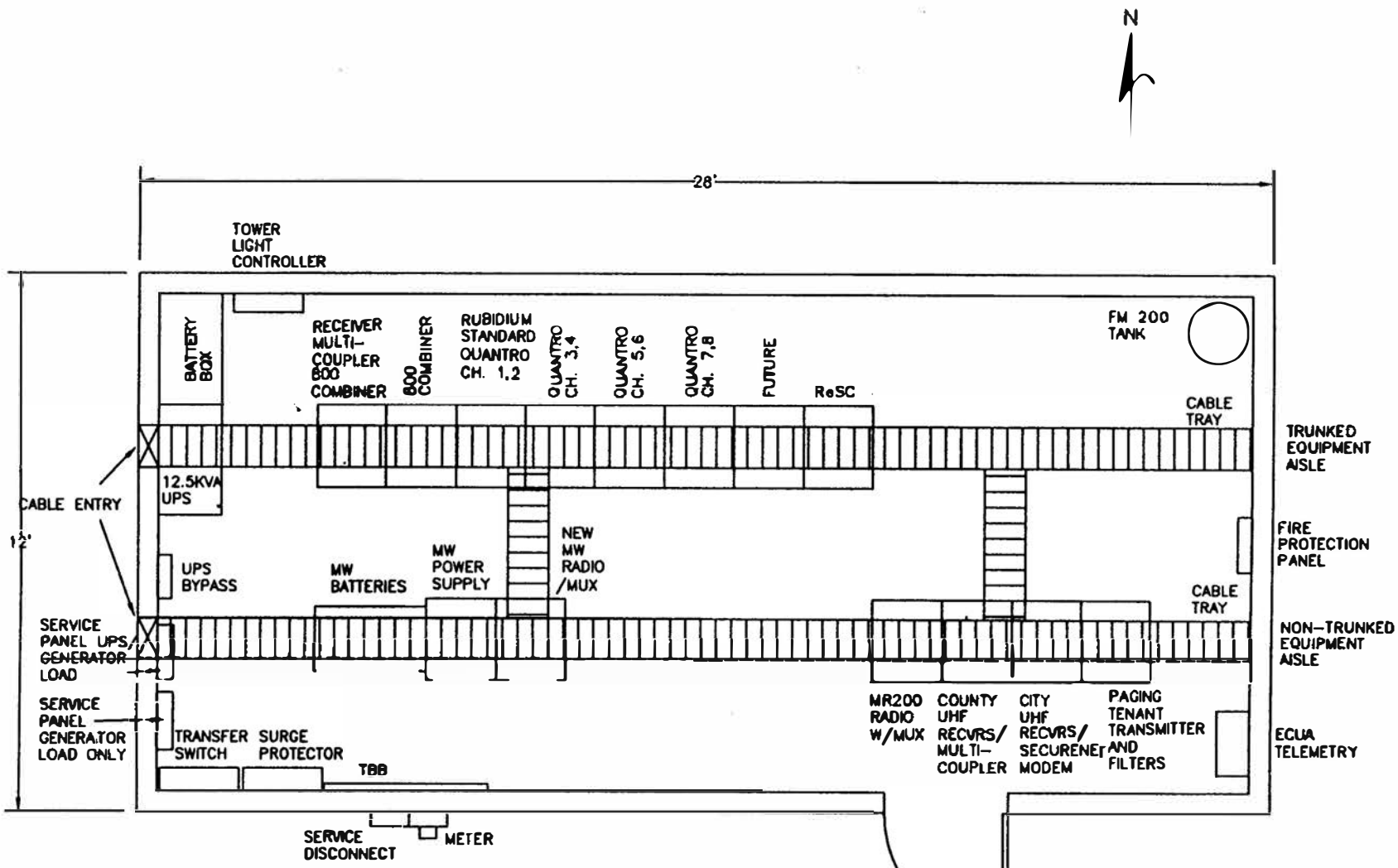
The electrical system includes the entrance facility, main breaker or fused disconnect switch, powerline surge protection, electrical power distribution panels, emergency generator system, etc. Commercial power sources shall be evaluated by PrimeCo. Any equipment and/or material needed to provide adequate commercial power shall be identified by PrimeCo and provided as part of this Agreement. The City will pay the electrical utility costs associated with providing the service (see Section 5.5). PrimeCo shall define the exact electrical interface required at the site of work, and shall furnish the various electrical components commensurate with the required and available electrical service. See Section 1.3.

All electrical wiring and installations shall be performed by PrimeCo, and shall conform to the NEC and local codes in effect at the site of installation and at the time of installation.

The equipment building's electrical power shall be interfaced with the emergency power provided by the emergency power generator specified in Section 4.5.

PrimeCo shall provide a load center configuration of sufficient capacity to handle all electrical loads of a fully expanded 20 channel 800 MHz trunked radio system, 4 UHF 250 watt and 2 VHF 350 watt base stations, a separate 4 channel 800 MHz mobile data system, and four 6 GHz microwave radios.

The electrical loads shall be divided among as many load centers as necessary to contain the quantity of circuit breakers required to protect the communications shelter facility. The load centers shall contain separate, appropriately sized circuit breakers for each HVAC unit or, as necessary, each major component thereof. Load centers shall be provided for standard power loads and UPS conditioned power loads for trunked radio equipment. See Figure 4.3.8.



NOTE: 9'-6" CEILING. 24" WIDE CABLE TRAYS PLACED AT 8'-6" MIN. FROM FLOOR

PROPOSED SCENIC HEIGHTS SHELTER LAYOUT
FIGURE 4.3.1

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DATE	JOB
12-3-98	PENSACOLA
REV. 3.2	DR. BY J.E.

OMNICOM, Inc.

A four-plex grounded receptacle group shall be installed on the outside of each cable tray at typical 20.5 inch intervals corresponding to equipment rack locations. Each duplex receptacle of the four-plex group shall be protected by a separate 20 amp circuit breaker.

Four-plex receptacles shall be installed every 4 feet on each wall of the equipment buildings at a level of 4 feet above the floor. The wall receptacle loads shall be protected by sufficient 20A circuit breakers to meet the requirements of NEC and local electrical codes.

Fluorescent light fixtures shall be supplied for the equipment buildings. The light switch(es) shall be mounted interior to the building adjacent to the door opening. Single pole circuit breakers shall be provided to protect the lighting circuits. A sufficient quantity of light fixtures shall be supplied to provide a uniform light level (void of shadows) throughout the building of 150 foot candles at 4 feet above the floor and 1 foot from the walls.

All electrical conduits shall be installed in a neat and orderly fashion to provide an aesthetically appealing layout. Symmetry shall be employed throughout.

A main power circuit breaker with dry contact type failure alarm shall provide "open breaker" alarm indication. Alternatively, a fusible disconnect switch with blown fuse alarm may be provided in accordance with electrical codes.

An AC series/parallel primary power surge protection unit shall be provided. This surge protection device shall be installed indoors and protect the communications equipment from power surges on the main power line. The unit shall provide isolated dry contacts for remote monitoring of protector status, replaceable surge protection modules, and offer the following modes of protection:

- Line-to-Line
- Line-to-Ground
- Line-to-Neutral
- Neutral-to-Ground

The protector shall have a minimum surge current capability of 150,000 amps per phase. The protector shall be installed immediately after the commercial power main circuit breaker.

The unit shall be a Liebert Interceptor Series Active Tracking Filter, LEA International Dyna-SYSTEM 20 Multistage Series Surge Protection Device, or equivalent.

4.3.9 HVAC System

A minimum of 2 exterior mounted vertical wall air conditioner units, sized at 5 tons each, shall be provided for the building. These units shall be configured for redundant and independent operation. One unit will be the prime system. The other unit (secondary system) will not operate until the cooling load increases beyond the capability of the prime system. The primary and secondary systems shall be alternated on a preprogrammed basis to ensure equal wear of each unit. Should either unit fail, the remaining unit shall continue to operate and a PrimeCo-provided alarm shall indicate failure (dry contact closure alarm point).

Air conditioner units shall have time delays to prevent the HVAC systems from sustaining compressor damage if energized prematurely following a power failure. Also, both units shall be wired with an interface to the Fire Suppression System described in Section 4.3.1 - Item I, such that operation of the units will be automatically discontinued prior to fire suppression system discharge.

The air conditioner units shall be equipped with a hot gas capacity control to permit adequate dehumidification of the building at reduced building heat loads. The hot gas bypass control shall be field adjustable to compensate for changes in equipment heat loads over time.

The air conditioner units shall be capable of safely operating when the outside temperature falls below 60 degrees, allowing continuous interior equipment cooling and dehumidification in cold weather.

The HVAC units shall be Liebert InteleCool Model No. ET060A five ton units, or equivalent.

4.3.10 Cable Trays

Cable trays (24 inches wide) of sufficient strength shall be provided to support the electrical power conduits and duplex circuits, minimum thirty 1/2 inch coaxial transmission lines, and control and alarm wires associated with the radio communications equipment. Cable tray construction shall be anodized steel, aluminum or painted steel (see Section 4.6 for bonding requirements of painted surfaces). The cable trays shall be installed in a suspended fashion at a height above the floor of 8 feet 6 inches in the configuration presented in Figure 4-1. All cable trays shall be fabricated in an open ladder-type arrangement to permit easy cable routing.

4.3.11 Transmission Line Entrance Panels

Two solid copper bulkhead panels shall be provided for the equipment building for waveguide entry, PolyPhaser Bulkhead Panel 12 PB, or equivalent.

All bulkhead panel ports shall accommodate 1/2 inch to 1-5/8 inch coaxial transmission lines, as well as 6 GHz elliptical waveguide. The bulkhead panel shall be equipped with removable pre-punched/pre-drilled surge protector mounting plates. Each bulkhead panel shall have a minimum of 12 ports. The bulkhead panel shall be equipped to accommodate 20 prepunched protector mounting plates for Type N female connectors (such as supplied with PolyPhaser Model IS-B50LN-C2 protectors) and 4 prepunched feed-through plates for 6 GHz elliptical waveguide. Each bulkhead panel shall be equipped with four 6 inch wide copper straps for connection to the building external perimeter ground using a copper ground strap bar.

4.3.12 Foundations

The equipment buildings shall be securely attached to a reinforced concrete pad or continuous footer type foundation. The foundation shall be designed with respect to the actual soil conditions at the site location. The foundation shall be capable of supporting the equipment building, air conditioners, building accessories, and all communications equipment. The foundation shall be built to place the building above the high water mark associated with localized severe storms.

4.3.13 Documentation Filing Cabinet

The equipment building shall be provided with a three-drawer lateral filing cabinet for storage of all site documentation. The site documentation shall include plot plans, grounding system drawings, tower drawings, foundation drawings, tower stress analysis, and equipment maintenance manuals. All documentation furnished by PrimeCo shall be inherently bound or supplied in three-ring binders and neatly organized in a PrimeCo supplied filing cabinet.

4.3.14 Pressurization Equipment

A dry air pressurization system shall be furnished for pressurization of antenna feeds and elliptical waveguides. PrimeCo shall supply all required fittings, regulators, pressurization lines, gauges, distribution manifolds, high/low pressure alarms, and installation hardware. Separate pressure metering shall be provided for each waveguide pressurized.

The pressurization system shall be an Andrew DryLine dehydrator, Model MT-300-201 with Line Monitor ML-4-001, or equivalent, mounted in a 19-inch rack.

4.4 Equipment Building Submittal Data Notification Requirements

4.4.1 Equipment Building Design Documentation Requirements (Excluding Foundations)

The following documentation shall be submitted in accordance with Section 4.4.3.

PrimeCo shall obtain sufficient documentation to show that the equipment building meets or exceeds all requirements of this Statement of Work. PrimeCo shall be responsible for obtaining all required permits.

Such documentation shall:

A. Include complete plans and drawings showing all material, hardware, and accessories, as well as details for proper assembly and installation.

B. Include the following written statement:

"This equipment building design meets or exceeds all requirements of Sections 4.3 through 4.3.11 of the City of Pensacola's Statement of Work for a Communications Tower, Communications Equipment Building, and Emergency Generator dated January, 1997."

C. Be approved, signed, dated, and sealed by a Professional Engineer qualified and authorized pursuant to Chapter 471, Florida Statutes, or by a registered architect.

4.4.2 Design Documentation Requirements (Foundations)

PrimeCo shall obtain sufficient professional engineering documentation to show that the foundation meets or exceeds the requirements of this Statement of Work. Such documentation shall:

A. Include complete plans and drawings showing all foundation materials, as well as details for proper installation.

B. Include the following written statement:

"This foundation design meets or exceeds all requirements of Section 4.3.12 of the City of Pensacola's Statement of Work for a Communications Tower, Communications Equipment Building, and Emergency Generator dated January, 1997."

C. Be approved, signed, dated, and sealed by a Professional Engineer qualified and authorized pursuant to Chapter 471, Florida Statutes.

D. Be submitted in accordance with Section 4.4.3.

4.4.3 Submittal Data Requirements

4.4.3.1 Design Documentation and Submittal

At no later than 15 calendar days prior to foundation excavation, PrimeCo shall deliver 2 signed and sealed copies of all required equipment building structure and foundation design documentation to:

Neal Jenkins
Communications Supervisor
City of Pensacola
Pensacola Police Department
711 Hayne Street
Pensacola, Florida 32501
(904) 435-1939

These submittals are in addition to any documentation submittals which may be required by the local building official and fire official. PrimeCo shall contact the local building official and fire official to determine the submittals that are required. PrimeCo shall obtain sufficient documentation to show that the equipment building meets or exceeds all requirements of the RFP. PrimeCo shall be responsible for obtaining all required permits.

An additional copy of each required submittal shall be provided to the City's technical consultant.

4.4.4 Construction Notifications

PrimeCo shall notify the City as to construction status at the following times:

A. Ten days prior to start of site construction - notify as to the start date of construction and estimated completion date of construction.

B. The day installations are completed.

C. A building inspector is required to be present during pours and concrete sample retrieval. PrimeCo is required to notify the City when these tasks are scheduled.

4.5 Emergency Power Generator

A standby emergency power generator shall be provided at the Scenic Heights site, and shall be capable of delivering a minimum electrical power output to support the electrical equipment loads listed in Section 4.3.8. The generator set must be

manufactured by a nationally known engine generator firm engaged in the production of this type of equipment.

The generator shall be configured for outdoor installation and be furnished complete with all accessories and equipment needed for the proper operation of the units. These shall include, but not be limited to, starting batteries, battery racks, battery chargers, battery cables, cooling systems, residential grade exhaust silencer with exhaust pipe, automatic load transfer controls, automatic frequency regulators, vibration isolators, fuel lines, fuel regulators, conduits, junction boxes, wiring, instrument panels, remote alarm panels mounted inside equipment building, mounting base, etc.

The generator shall develop the minimum required power utilizing natural gas fuel, installed per the manufacturer's recommendations at a location approved by the City and in conformance with any applicable local codes.

All fuel, water, and exhaust systems plumbing shall be flexible to meet vibration design criteria and applicable safety codes. The generator mounting base shall also be installed to meet vibration design criteria. The generator and mounting base shall each be connected to the site ground system.

The generator for the Scenic Heights site shall be an Onan Corporation Model 60ENA-60Hz, or equivalent, compatible for use with a City-provided Best Power Systems 12.5 KVA UPS.

4.5.1 Engines

The generator shall be driven by an engine that is liquid-cooled and natural gas fueled. The operating speed shall be 1800 RPM. The engine shall be equipped with shutdown devices for overspeed, high coolant temperature, and low oil pressure.

Starting battery(ies) shall be supplied for the engine and shall be securely mounted in battery rack(s) within the engine-generator set mounting base (skidbase) at a location readily accessible for maintenance.

A voltage regulated float-type battery charger shall be provided for the engine-generator sets. The chargers shall be equipped with float and equalize charge settings and provide both low and high battery alarms via dry contact closure type alarm monitoring points. The chargers' power shall be supplied from the normal AC power source and provide a minimum DC charging current of 10 amperes. The battery charger may be installed inside the communications equipment building.

4.5.2 Fuel System

PrimeCo shall provide all fuel system piping and regulation equipment sized as required for proper fuel flow to the engine.

All connections and plumbing to connect the fuel system to the engine shall comply with applicable codes and regulations.

A sensing device shall provide a dry contact closure-type alarm monitoring point for loss of natural gas fuel pressure.

4.5.3 Engine Cooling System

The engine shall be radiator cooled by an engine-mounted radiator system, including belt-driven fan, coolant pump, and thermostat temperature control.

The radiator shall be provided with a duct adapter flange permitting the attachment of an air discharge duct to direct the discharge of radiator air through louvers or dampers mounted on the outdoor enclosure.

PrimeCo shall fill the engine cooling systems with a 50 percent ethylene glycol antifreeze solution as recommended by the generator manufacturer.

4.5.4 Exhaust Systems

An exhaust system with a residential type muffler exhaust silencer shall be provided and sized as recommended by the manufacturer. PrimeCo shall mount each muffler so that its weight is not supported by the engine.

A flexible exhaust connection shall be provided as required for connection between the engine exhaust manifold and exhaust line, in compliance with applicable codes and regulations.

PrimeCo shall mount and install all exhaust components as recommended by the manufacturer and as required to comply with all applicable codes and regulations. All components shall be properly sized to ensure proper operation without excessive back pressure when installed. The installation shall allow for pipe expansion and contraction.

4.5.5 Generators

The generator shall meet the specifications listed in this section.

The generator shall be capable of providing the minimum specified power at no less than a 0.8 power factor. The voltage output shall be 60 Hz and commensurate with

site requirements. PrimeCo is totally responsible for defining the exact electrical interface required at the site of work, and shall furnish the various electrical components commensurate with the available electrical service. See Section 1.3 and 4.3.8.

The generator shall be a single-bearing, self-aligning, four-pole, synchronous type revolving field with amortisseur windings and direct drive centrifugal blower for proper cooling and minimum noise, with a temperature compensated solid-state voltage regulator and a brushless rotating rectifier exciter system. No brushes will be allowed.

The generator shall be directly connected to the engine flywheel housing and driven through a flexible coupling to ensure permanent alignment; gear driven generators are not acceptable.

The broad range, reconnectible generator shall have 12 leads brought out to allow connection by the user to obtain any of the available voltages for the unit.

The voltage regulator shall be of solid-state design and shall function by controlling the exciter magnetic field between stator and rotor to provide no load to full load regulation of rated voltage within ± 2% during steady-state conditions.

Frequency regulation shall be by an electronic isochronous governor (± 0.4%) from steady-state no load to steady-state rated load.

4.5.6 Instrumentation

At a minimum, the generator set shall include the following instrumentation:

Voltmeter	Ammeter with Phase Selector Switch
Frequency Meter	Oil Pressure Gauge
Running Time Meter	Coolant Temperature Gauge
Fuel Gauge	

4.5.7 Local Control And Alarms

A control box local to the generator set shall be provided containing the start, run, and stop switches for manual operation, and remote control terminals for connection to the automatic load transfer control panel. AC line circuit breakers shall be provided.

Remote alarm dry contact closures shall be provided and shall include the following alarms:

A. Control switch not in auto position.

B. Generator running, confirmation alarm.

C. Low lube oil pressure.

D. High coolant temperature.

E. Low engine temperature.

F. Over crank.

G. Overspeed.

H. Low battery voltage.

I. High battery voltage.

4.5.8 Automatic Load Transfer Controls

4.5.8.1 General Requirements

An automatic load transfer switch shall be provided to transfer AC load between commercial power and the standby emergency power generator specified herein. The transfer switch shall be an Onan Corporation Model OT III, or equivalent.

The automatic load transfer control unit shall be installed indoors and contained in a NEMA 1 enclosure suitable for mounting indoors and furnished with all necessary relays, component parts, and circuits, together with U.L. listed and tested electrical and mechanical interlock contractors or circuit breakers to provide the following functions:

A. Time delayed automatic start of, and transfer to, the emergency power generator system for any of the following conditions:

1. Commercial power failure.

2. Undervoltage condition for any and all phases.

3. Overvoltage condition for any and all phases.

4. Over/under frequency condition for any and all phases.

Voltage sensors shall be temperature compensated, and voltage dropout and pickup ranges shall be adjustable, typically to 80 percent and 90 percent of normal line voltage, respectively. Frequency bandwidth shall be adjustable in terms of pickup and dropout. Time delays shall be adjustable, but factory set to approximately 3 seconds and 10 seconds for time delayed start and time delayed transfer, respectively.

Additionally, protection shall be provided for low and high generator voltage and over/under generator frequency. Appropriate sensors shall be provided to ensure that load is not transferred, or that load is disconnected, when these parameters are out of (adjustable) limits.

B. Upon return or stabilization of commercial power for an adjustable period of approximately 10 minutes, the load shall be transferred back to commercial power. The generator shall continue to run in an unloaded condition (engine cool-down) for an adjustable period of approximately 5 minutes after retransfer to commercial power, and then automatically shut down.

C. Automatic operation, stopping, checking, or provision of manual cranking/start and transfer/retransfer of the emergency generator system shall be by means of a control selector switch.

Each contact pole of the main transfer device shall be capable of handling both inductive and noninductive loads and allow for inrush currents of 20 times the continuous rating. Contact pressure shall be maintained by a coil spring, or other mechanical device, not a part of the current carrying path. The continuous current rating of the transfer switch shall be sufficient to handle the capacity of its associated plant specified herein and loads being transferred.

The transfer switch shall include integral metering of frequency, voltage, and current (switch selectable to each phase).

4.5.8.2 Plant Exerciser

A plant exerciser timer shall be provided to periodically operate the engine-generator without user presence or intervention to maintain the reliability of the unit. The timer shall be a user-programmable solid-state 168 hour (7 day) clock timer adjustable to day of week, time of day, and duration of exercise period, up to one hour minimum. The timer shall incorporate a selector switch to choose whether the engine-generator exercises with load or without load.

4.5.9 Generator Surge Protection

A parallel-type power line surge protection unit shall be furnished and installed indoors between the generator AC output and the emergency power input of the automatic transfer switch. The unit shall provide isolated dry contacts for remote monitoring of protector status and replaceable surge protection modules, and offer the following modes of protection:

- Line-to-Line
- Line-to-Ground
- Line-to-Neutral
- Neutral-to-Ground

The protector shall have a minimum surge current capability of 100,000 amps per phase. The unit shall be a Liebert Interceptor Series Transient Voltage Surge Suppressor (TVSS), LEA International Dyna-SYSTEM 2 Multistage Parallel Surge Protective Device, or equivalent.

4.5.10 Support Structure

The engine/generator set shall include a mounting base support structure designed and constructed with vibration isolators to prevent excessive vibration of the engine/generator during normal operation. The generator shall be installed on a reinforced concrete slab.

4.5.11 Wiring

PrimeCo shall provide and install all the electrical wiring necessary to connect the standby emergency power generator, automatic transfer panel, dry contact closure type alarm monitoring points, and equipment building electrical loads.

All wiring shall meet or exceed manufacturer specifications for designated load requirements of the equipment to be supported. All wiring shall be run in conduit and meet applicable NEC and local codes. All electrical materials and work shall be inspected and approved by the City building inspector with jurisdiction at the site of installation.

4.5.12 Single Manufacturer

The generator set equipment, including the engine, AC generator, exciter, and voltage regulator, shall be designed and manufactured by a single source manufacturer who has been regularly engaged in the production of engine-generator

sets for a minimum of ten years. The emergency power generating system described herein, including specific components, shall be factory built, factory tested, and shipped by this single source manufacturer, so there is one source of supply and responsibility for warranty claims, documentation, parts, and service.

This manufacturer shall have a local representative who can provide factory-trained servicemen, required stock of replacement parts, and technical assistance.

4.5.13 Outdoor Protective Housing

The generator shall be provided with a factory-installed outdoor protective housing. The housing shall be made of corrosion-resistant, heavy gauge, reinforced sheet steel, and shall attach to the generator set's mounting base and radiator cowling. Easy access to the engine-generator shall be provided by removable panels on each side of the housing. A hinged door shall be provided to allow access to the instrument panel.

4.6 Grounding System

PrimeCo shall furnish and install a grounding system at the communications site which is in compliance with Motorola R56 standards as well as the requirements delineated in this specification. This will include, but not be limited to, connecting equipment building interior grounds, exterior grounds, fuel tank, perimeter fencing, and tower grounds. Interconnection of these items by copper conductors as specified in this document forms the site grounding system. The following specifications shall be used at each site.

A perimeter ground system shall be provided for the interior and exterior of the equipment building and around the tower base. An interior halo shall consist of a continuous run of #2 AWG (minimum) bare tinned solid copper wire or green jacketed standard wire mounted on the walls with insulated stand-offs approximately 3 inches below the ceiling. The building exterior and tower perimeter grounds shall consist of a continuous run of #2 AWG (minimum) solid tinned copper wire (stranded conductors are not acceptable) buried at a minimum depth of 24 inches below ground level and at a minimum distance of 24 inches from building walls and tower foundations. The interior halo ground shall be connected to the exterior perimeter ground by #2 AWG (minimum) solid tinned copper wire at a minimum of four points evenly distributed around the interior halo through PVC ports imbedded at minimum 135 degree angles from vertical as referenced from the building interior (high point of port inside building) approximately 6 inches above the base of the walls. The building exterior ground shall be connected to the AC utility ground rod and to a perimeter ground surrounding the tower.

Cable runs of #2 AWG (minimum) stranded copper wire with green insulating jacket shall be placed on the outside (side opposite of AC power run) of the cable trays running length-wise in the building and shall be bonded to the interior halo ground. Each cable run shall have a seven-foot #2 AWG insulated stranded copper wire ground drop "pigtail" bonded at typical 20.5 inch intervals. These ground drops shall be used to bond communications equipment racks and cabinets to the building ground system. Unused drops shall be coiled and tie-wrapped (pigtail) to the cable tray for future use. Also, the cable trays shall be connected to the interior halo ground. All points where cable tray sections meet must be made electrically continuous by use of additional grounding conductor. Remove paint at the bonding attachments of any painted cable tray sections..

The solid copper bulkhead panel provided for waveguide entry (PolyPhaser bulkhead panel series PB, or equivalent) shall be grounded with four 6-inch wide copper straps to the external perimeter ground using a copper ground strap bar.

The base of each tower leg shall be connected to a ground rod located next to the leg by two leads of minimum #2 AWG solid tinned copper wire or a solid copper strap of equivalent cross section. Each lead shall be bonded to the tower leg at a height of approximately 3 feet above the leg base to permit a direct path from the tower leg to the ground rod with minimum bends to pass over tower foundations. No sharp bends are allowed. Each tower leg base shall be grounded to provide a resistance to the earth of 5 ohms or less, which shall be accomplished by means of deep driven multiple ground rods, as necessary. All connections to ground rods and subterranean ground wire cable runs shall be a minimum of 24 inches below grade and made by exothermic weld (Cadweld or equivalent). PrimeCo shall obtain City acceptance of the exterior grounding system and exothermic connections prior to burial.

An insulated transmission line ground bar of minimum dimensions 1/4 inch thick by 3 inches by 18 inches shall be installed on the tower where transmission lines exit to the transmission line bridge. The ground bar installed at the tower end of the bridge shall be attached to the tower at 36 inches below the bridge. The ground bar shall have two #2 AWG tinned solid copper wire conductors, one on each end of the ground bar, connecting the ground bar to the common site grounding system. The objective for all grounding conductors is to provide the most direct path to the ground without incorporating bends.

All exterior grounding system conductor connections shall be exothermically welded (Cadweld or equivalent) to their respective terminals, interconnections, and ground rods. Conductor connections forming interior halo, equipment ground drops, and connections to conductors passing through the building may be made by mechanical compression or crimped connections.

Equipment delivered and installed inside the equipment building, such as the tower lighting system controller and surge suppressor, can be connected to the interior grounding system by compression or crimped connections.

The object of the grounding requirement is to achieve for the tower base and the equipment building an overall resistance to earth of 5 ohms or less. PrimeCo will verify the tower base and interior halo grounding to ensure this objective is met.

If it is determined that the resistance to earth is greater than 5 ohms, PrimeCo will be required to lengthen the ground rods already driven or install additional rods as necessary to comply with the grounding objective as stated.

PrimeCo shall also ground the generator fuel tank (Section 4.5.2) to the tower ground using #2 AWG tinned solid copper wire.

PrimeCo is required to provide the driven ground rods (minimum 8 feet), conductors, connectors, and all exothermic welds for the entire site grounding system. Driven ground rods shall be placed at locations where the equipment building interior halo ground is connected to the external perimeter ground. The ground rods shall be no more than 2.5 times (the Rod Length) and no less than 1 times (the Rod Length) apart.

When bonding two dissimilar metals, proper bimetallic transition connectors shall be utilized. The connections between dissimilar metals shall be protected with a non-oxide grease compound.

All grounding runs from the equipment building interior halo ground to the exterior perimeter ground shall be installed in a manner to minimize impedance, and shall be consistent with good engineering procedures. No sharp bends or right angles will be allowed.

5. EQUIPMENT INSTALLATION

5.1 General

The equipment installations required by this specification include all of the previously described equipment, associated hardware, wiring of commercial AC, and other facilities normally associated with conventional buildings. Any additional wiring required for interfacing the equipment shall be the responsibility of PrimeCo. All installations shall be accomplished in accordance with good engineering practices, and all local codes and ordinances.

PrimeCo shall inform itself fully as to all facilities for delivering, storing, placing, handling, and disposition of materials. All aspects of the installation shall be planned and executed in a professional manner.

Installation costs proposed for each particular equipment item shall and must include hardware, brackets, external wiring, fasteners, ancillary devices, procedures, and services required to install and/or interface components to create operating systems which fulfills the requirements of this specification. PrimeCo is required to adhere to local electrical code and building regulations, and to be consistent with good engineering practices.

The installation shall be approved by the City prior to commencement of work. PrimeCo shall provide drawings depicting the proposed installations at the site 30 days prior to installation.

5.2 Equipment to be Delivered and Installed

A. One 250-foot self-supporting tower meeting the requirements of Sections 4.1, 4.2 and 4.6.

B. One communications equipment building meeting the requirements of Section 4.3, 4.4, and 4.6.

C. One standby emergency power generator meeting the requirements of Section 4.5 and 4.6.

D. Grounding systems and other ancillary equipment and services meeting the requirements of Sections 4.6 and 4.7.

5.3 Clearing of Land

Clearing of brush, trees, or any other obstructions at the communications site is the responsibility of PrimeCo. PrimeCo shall coordinate with the City as to the extent

and schedule for such work to ensure that there is no interference to concurrent operations at the site. Any tree stumps resulting from clearing shall be grubbed.

5.4 Debris Removal

At the completion of the installations specified herein, PrimeCo shall remove all debris that is a result of such installations, backfill and compact all excavations (after inspection and approval is performed by the City), and return the grounds to their original condition.

5.5 Power Service

The installation or modification of AC power service at the communications site shall be the responsibility of PrimeCo. PrimeCo is required to coordinate with the local utility company as to specific requirements at the site to ensure that power service is available for operation of all electrical equipment.

PrimeCo is responsible for electrical connection of the communications building facility to commercial power at the point of power company termination.

5.6 Antenna Tower Installation

The tower foundations shall be installed according to existing conditions at the tower site and shall support the tower loading requirements including the antennas, transmission lines, climbing ladders, and antenna brackets.

A concrete materials test shall be performed for the tower foundation. This test shall include slump testing of the concrete materials and unconfined compressive strength testing of concrete cylinders molded at the time of concrete placement. Cylinders shall be provided for each foundation pier, and shall be tested at 7 and 28 days after concrete placement. A report of test results for slump testing and unconfined compressive strength testing shall be provided to the City immediately after the test.

All permits shall be obtained by PrimeCo before initiation of work.

The City shall be notified when the inspection of the various construction phases of the tower and its foundation are required.

5.7 Equipment Building Installation

Site preparation shall be provided by PrimeCo. This shall include all grading and clearing work. Foundation work and grounding shall also be PrimeCo's responsibility. The building inspector shall be contacted prior to beginning any work

at the site. The responsibility for appropriate permits and inspections, as necessary, rests with PrimeCo.

A concrete materials test shall be performed for the equipment building foundation in the same manner as specified for the antenna tower foundations (see Section 5.6).

5.8 Emergency Generator

The outdoor generators shall be secured to a concrete pad with hardware that will minimize vibration and preclude movement. The generator shall be connected to the electrical system and to the fuel source.

5.9 Transfer Switch

The transfer switch shall be mounted inside the equipment building. The transfer switch shall be connected to the generator via metallic conduit pursuant to manufacturer and electrical code requirements. The commercial power source and the electrical components within the equipment building shall be wired to the transfer switch via conduit with conductors of sufficient size to handle the load requirements of the communications equipment.

PrimeCo shall coordinate with the City as to the schedule for generator installation.

6. PERFORMANCE VERIFICATION

6.1 General

Following completion of the preceding installation requirements, PrimeCo, in conjunction with the City's personnel (to be designated), shall verify that all equipment is correctly installed and functional. PrimeCo shall provide all necessary technical personnel, transportation, and test equipment to conduct functional tests. PrimeCo shall coordinate with the City as to scheduling of the tests. All deviations, anomalies, and tests or specification failures shall be remedied by PrimeCo in a timely manner.

6.2 Mechanical Inspection

The entire installation effort shall be inspected for conformity to these specifications and to the standards of good engineering practice. Particular attention shall be paid to:

A. All fasteners tightened and properly torqued.

B. All tower members straight and true.

C. Site free of debris and excavations backfilled, compacted, and restored.

D. Tower properly oriented.

E. Ground system properly installed and bonded.

F. Tower lighting system.

G. All alarms, circuits, and outlets properly labeled.

6.3 Electrical Inspection

The tower base grounding at each tower leg shall be measured by a ground resistance test instrument and shall be 5 ohms or less. If the resistance to earth is greater than this amount, PrimeCo shall supply and install the additional ground rods required to achieve 5 ohms or less at no additional cost to the City. The use of soil treating chemicals to lower the resistance is specifically <u>not</u> allowed except by prior City approval.

6.4 Overall Inspection

In addition to the foregoing detailed inspection, the following tests shall be performed on the appropriate equipment or structure. Any equipment not meeting the requirements of this specification included anywhere in this document, shall be immediately repaired or replaced by PrimeCo without additional cost to the City.

These tests shall be:

A. Ground testing using triangulation method and approved test equipment.

B. Generator testing under load.

C. Transfer switch operation to demonstrate loss of commercial power, operation of generator unit, and restoration to commercial power.

D. Proper operation of site alarms.

E. Power distribution panel circuit verifications.

F. Proper installation of commercial power protection.

G. Proper installation of all lighting (building and tower) and associated switches and controls.

H. Proper installation and operation of all timers, thermostats, and air conditioners, to include cycling of units.

I. Proper installation of fire detectors and fire suppression system.

J. Inspection of fire suppression system.

6.5 Installation Drawings and Maintenance Manuals

PrimeCo shall furnish three sets of "as built" drawings and maintenance manuals for the site where work is performed, within 30 days after completion of installation, one to be left at the communications site in the equipment building file cabinet, one complete set to the City, and one complete set of materials to PrimeCo's technical consultant. Each piece of electrical equipment installed in the building, including the fire suppression system, shall be provided with a maintenance manual that depicts circuit diagrams, as well as proper unit assembly and installation. All drawings and maintenance manuals shall include all modifications and revisions made to the original drawings, and completely reflect the final layout and configuration of the tower, foundations, power systems, equipment, and alarm points on PrimeCo provided type 66 punch block.

6.6 Emergency Power Generator Tests

The complete installation shall be initially started and checked out for operational compliance by factory-trained representative(s) of the engine-generator set manufacturer. The engine lubrication oil, as recommended by the manufacturer for operation under environmental conditions specified, shall be provided by PrimeCo.

Upon completion of initial start-up and system check-out, PrimeCo shall perform a field test to demonstrate load carrying capability and voltage and frequency stability, with the City notified in advance.

6.7 AC Power Surge Protection

The primary and emergency power surge protector installations shall be inspected.

6.8 Fire Suppression System

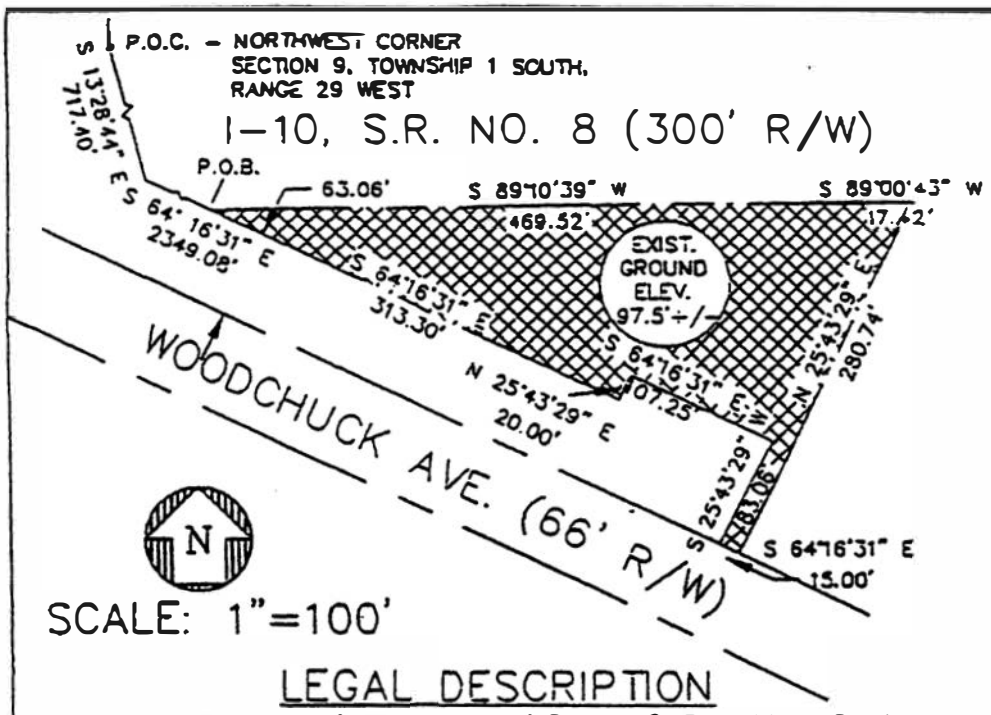
The fire suppression system (Section 4.3.1) shall be inspected by the manufacturer or its authorized representative. Written certification shall be provided attesting to proper installation and operation, as well as any reporting requirement of local fire officials having jurisdiction at the site(s) of installation.

7. SCHEDULE

A schedule of important events and milestones shall be prepared by PrimeCo indicating the time frame within which the work will be completed. The schedule, at a minimum, should include the occurrence and duration of such items as site preparation, delivery of equipment, installation of equipment, and system performance verification. The schedule shall be presented in a Gantt chart form with duration in weeks and time periods referenced from date of execution of the Agreement.

APPENDIX A

LEGAL DESCRIPTION AND PLOT PLAN



LEGAL DESCRIPTION

Commence at the northwest corner of Section 9, Township 1 South, Range 29 West, Escambia County, Florida, being the concrete monument at the angle point in the rearline of Lot 3, Block E, Eau Claire Estates, Unit No. 1, filed in Plat Book 6 at page 47 of the public records of the said county; thence South 13°28'44" East along the easterly line of Block E and F of the said Eau Claire Estates, Unit No. 1, for a distance of 717.40 feet; thence South 64°16'31" East along the south line of the north 122.09 acres of the said Section 9, according to the deed recorded in Deed Book 402 at page 225 of the said public records for a distance of 2349.08 feet to a point on the southeasterly right of way line of Interstate No. 10, S.R. No. 8 (300' R/W) for the point of beginning;

Thence continue South 64°16'31" East along the said south line of the north 122.09 acres also being parallel to and 63.06 feet north of the north right of way line of Woodchuck Avenue (66' R/W), for a distance of 313.30 feet; thence North 25°43'29" East for a distance of 20.00 feet; thence South 64°16'31" East for a distance of 107.25 feet; thence South 25°43'29" West, for a distance of 63.06 feet to a point on the northwesterly right of way line of Woodchuck Avenue (66' R/W); thence South 64°16'31" East along the said northwesterly right of way line for a distance of 15.00 feet; thence North 25°43'29" East for a distance of 280.74 feet to a point on the said southeasterly right of way line of Interstate No. 10, said point being on the arc of a circular curve concave to the north having a radius of 3014.28 feet and a central angle of 00°58'30"; thence southwest along the arc of the said curve being the said southeasterly right of way line for an arc distance of 17.42 feet; (chord distance of 17.42 feet; chord bearing of South 89°00'43" West) to the point of tangent of the said curve; thence South 89°10'39" West along the tangent of the said curve being the said southeasterly right of way line for a distance of 469.52 feet to the point of beginning;

The above described tract lies in Section 9, Township 1 South, Range 29 West, Escambia County, Florida, and contains 1.06 acres, more or less.

CITY OF PENSACOLA, FLORIDA
ENGINEERING DIVISION

WOODCHUCK AVENUE ANTENNA SITE
SKETCH - NOT A SURVEY

LATITUDE: N.30°30'04.5"
LONGITUDE: W.87°10'23.5"

DRAWN BY: OL
DATE: 5/23/9[illegible]

EXHIBIT D
PRIMECO TOWER/BUILDING EQUIPMENT

(PrimeCo's A & E Drawings to be attached as Exhibit D upon completion)

SCENIC HEIGHTS SITE ANTENNA LOADING TABLE

Primeco Personal Communications

We will have nine (9) runs of 1 5/8" co-ax

Alpha sector:

orientation - 30 degrees
antenna height - 150'
antenna type - Comsat / RSI PCSS-090-19

Beta sector:

orientation - 140 degrees
antenna height - 200'
antenna type - Comsat / RSI PCSS-090-19

Gamma sector:

orientation - 260 degrees
antenna height - 200'
antenna type - Comsat / RSI PCSS-065-19

••• THIS IS IN ADDITION TO THE INFORMATION PROVIDED ON PAGE 4-2. TABLE 4-1.

fax to:

Gerry Kessler
at Omnicon

from: Kathy Heath

fax# 904-224-3059

Ask him to call me upon his receipt of this fax.

EXHIBIT E
MEMORANDUM OF AGREEMENT

THIS INSTRUMENT PREPARED BY:
NAME: GEORGE HOWELL, III, ESQ.
ADDRESS: 8875 HIDDEN RIVER PKWY.,
SUITE 350, TAMPA, FLORIDA 33637

ATTACHMENT "E"
SHORT FORM LEASE
(Site Lease ID #:1204)

THIS SHORT FORM LEASE evidences that an Agreement was made and entered into by written Agreement dated April 11, 1997, by and between The City of Pensacola, whose address is 180 Governmental Center, Pensacola, Florida 32501, and PRIMECO PERSONAL COMMUNICATIONS, L.P., a Delaware limited partnership ("PRIMECO"), whose address is 3728 Philips Highway, Suite 360, Jacksonville, Florida, 32207, the terms and conditions of which are incorporated herein by reference. CITY hereby leases to PRIMECO a certain site located at (See Page E-1), City of Pensacola, County of Escambia, State of Florida, within the property of CITY which is described in Attachment "A", attached hereto, with grant of easement for unrestricted rights of access thereto and to electric and telephone facilities, all as more specifically described in the Agreement, the terms of which are incorporated herein by reference, for a term of twenty-five (25) years commencing on the date that PRIMECO commences installation of its communications facilities on such site, which term is subject to one (1) additional ten (10) year extension period by PRIMECO.

IN WITNESS THEREOF, CITY and PRIMECO have duly executed this Short Form Lease as of the day and year first above written.

CITY:
By: _____
Name/Title: Edmond R. Hinkle, City Manager
S.S./Tax No.:
Address: Sue Y Baxter ASST

Date: April 11, 1997

Witnesses:
(1)_____ (2)_____
(Print name signed above) (Print name signed above)

PRIMECO:
PrimeCo Personal Communications, L.P.,
a Delaware limited partnership

By: _____
Name/Title: Claude D. Ellison
Vice President/General Manager
Date: April 11, 1997

Witnesses:
(1) _____ (2) _____
Kathy Heaton DIANA L. ARZICH
(Print name signed above) (Print name signed above)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 19____. ☐ by _____; ☐ by _____, as _____ of _____, a _____ corporation; or ☐ _____ as partner (or agent) on behalf of _____, a partnership. He/She is personally known to me or has produced _____ as identification.

(Printed, Typed or Stamped Name of Notary)

(OFFICIAL NOTARY SIGNATURE)
Notary Public - State of Florida

STATE OF Florida
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 11 day of April, 1997, by Claude D Ellison as VP/GM of PrimeCo Personal Communications, L.P., a Delaware limited partnership, on behalf of the partnership. He/She is personally known to me or has produced _____ as identification.

(Printed/Typed/Stamped Notary Name)

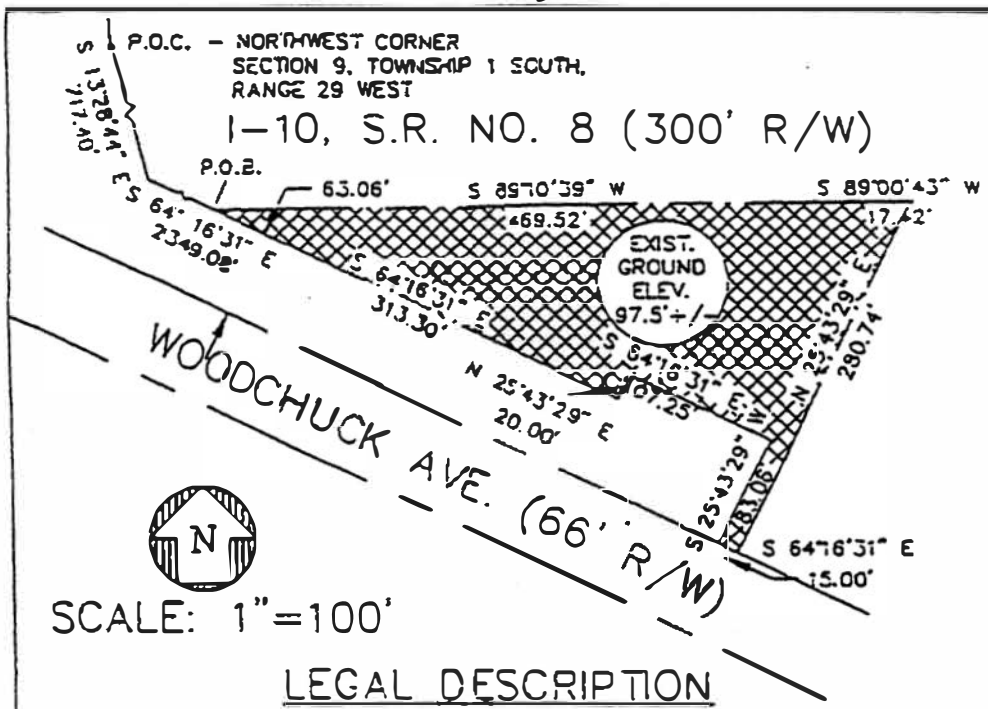
Nancy F. Lawhon
(Offidial Notary Signature)
Notary Public - State of Florida

NANCY F. LAWHON
NOTARY PUBLIC, STATE OF FLORIDA
My commission expires Feb 18, 1998
Commission No. CC342788

City Initials
GDR
PrimeCo Initials

(FL 4/2/97)

(E-1)



LEGAL DESCRIPTION

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Thence continue South 64°16'31" East along the said south line of the north 122.09 acres also being parallel to and 63.06 feet north of the north right of way line of Woodchuck Avenue (66' R/W), for a distance of 313.30 feet; thence North 25°43'29" East for a distance of 20.00 feet; thence South 64°16'31" East for a distance of 107.25 feet; thence South 25°43'29" West, for a distance of 83.06 feet to a point on the northwesterly right of way line of Woodchuck Avenue (66' R/W); thence South 64°16'31" East along the said northwesterly right of way line for a distance of 15.00 feet; thence North 25°43'29" East for a distance of 280.74 feet to a point on the said southeasterly right of way line of Interstate No. 10, said point being on the arc of a circular curve concave to the north having a radius of 3014.26 feet and a central angle of 00°58'30"; thence southwest along the arc of the said curve being the said southeasterly right of way line for an arc distance of 17.42 feet; (chord distance of 17.42 feet; chord bearing of South 89°00'43" West) to the point of tangent of the said curve; thence South 89°10'39" West along the tangent of the said curve being the said southeasterly right of way line for a distance of 469.52 feet to the point of beginning.

The above described tract lies in Section 9, Township 1 South, Range 29 West, Escambia County, Florida, and contains 1.06 acres, more or less.

CITY OF PENSACOLA, FLORIDA
ENGINEERING DIVISION

WOODCHUCK AVENUE ANTENNA SITE
SKETCH – NOT A SURVEY

LATITUDE: N.30°30'04.5"
LONGITUDE: W.87°10'23.5"

DRAWN BY: DLH
DATE: 5/23/95

State of Florida

Department of State

I certify from the records of this office that PRIMECO PERSONAL COMMUNICATIONS, L.P. doing business in Florida as PRIMECO PERSONAL COMMUNICATIONS, LIMITED PARTNERSHIP is a limited partnership organized under the laws of Delaware, authorized to transact business in the State of Florida, filed on November 27, 1995.

The document number of this limited partnership is B95000000424.

I further certify that said limited partnership has paid all fees due this office through December 31, 1996, and its status is active.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Second day of May, 1996

Sandra B. Mortham

Sandra B. Mortham
Secretary of State

CR2EO22 (1-95)

CERTIFICATE OF AMENDMENT TO APPLICATION FOR REGISTRATION OF

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
96 APR -1 PM 12:39

PCS PrimeCo, Limited Partnership
(Insert name currently on file with Florida Dept. of State)

Pursuant to the provisions of section 620.973 Florida Statutes, this foreign limited partnership hereby submits this certificate of amendment to its registration application:

The registration application is amended as follows:

The name is changed to: PrimeCo Personal Communications, L.P., which shall transact business in Florida as: PrimeCo Personal Communications, Limited Partnership

PCS PRIMECO, L.P., a Delaware limited partnership

By: PCSCO PARTNERSHIP, a Delaware general partnership, General Partner

By: Bell Atlantic Personal Communications, Inc. a Delaware corporation, General Partner

By: _____
(Signature of a General Partner)

Dermott Murphy, Chairman
(Typed or printed name of General Partner signing above)

COMMONWEALTH

STATE OF PENNSYLVANIA

COUNTY OF PHILADELPHIA

On this 29th day of March, 19 96. Dermott Murphy personally appeared before me,

☑ who is personally known to me

☐ whose identity I proved on the basis of

_____

Brenda K. Stanton
(Notary Public Signature)

Brenda K. Stanton
(Notary Public Printed Name)

Seal

My Commission Expires: 10/27/97

Notarial Seal
Brenda K. Stanton, Notary Public
Philadelphia, Philadelphia County
My Commission Expires Oct 27 1997
Member, Pennsylvania Association of Notaries

(FLA. - LP 2933 - 4/24/95)

Florida Department of State, Jim Smith, Secretary of State

APPLICATION BY FOREIGN LIMITED PARTNERSHIP FOR AUTHORIZATION TO TRANSACT BUSINESS IN FLORIDA

1. PCS PrimeCo, L.P.
(Name of limited partnership as it is in the home state;

2. PCS PrimeCo, Limited Partnership
(If name is unavailable, name under which the limited partnership proposes to register or transact business in Florida; must contain the word "LIMITED" or "LTD.")

3. Delaware (State of Formation) 4. October 20, 1994 (Date of Formation)

5. The Prentice-Hall Corporation System, Inc.
(Name of Registered Agent for Service of Process)

6. 1201 Raya Street, Suite 105
(Street Address of Registered Office)

Tallahassee (City), Florida 32301 (Zip Code)

7. Acceptance by the Registered Agent for Service of Process.

Marcia A. Havner, Asst. Secy.
(Agent must sign on this line) Marcia A. Havner, Asst. Secy.

8. 1209 Orange Street, Wilmington, DE 19801
(Address of Registered Office required in State of Formation or, if not required, Address of Principal Office.)

9. NAME OF GENERAL PARTNERS	SPECIFIC ADDRESS
PCSCO Partnership G95000000022	1717 Arch Street Philadelphia, PA 19103
PCS Nucleus, Limited Partnership G95000000372	c/o AirTouch PCS Holding, Inc. 2999 Oak Rd., MS 1025 Walnut Creek, CA 94596

10. 6 Campus Circle, Westlake, TX 76262
(Office where Names, Addresses and Contributions of Limited Partners are kept.)

11. The limited partnership will undertake to keep the records listing the addresses and capital contributions of the limited partner or limited partners until the limited partnership's registration in Florida is cancelled or withdrawn.

12. 6 Campus Circle, Westlake, TX 76262
(Mailing Address of Limited Partnership)

FILED
95 NOV 27 AM 10:45
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

PCS PrimeCo, Limited Partnership
By: PCS Nucleus, Limited Partnership
its general partner
By: AirTouch PCS Holding, Inc.
its general partner

This 2nd day of October, 1995.

General Partner

Kristina Veaco, Assistant Secretary

FILED - STATE SECRETARY OF STATE CORPORATIONS
95 NOV 27 AM 10:45

STATE OF

COUNTY OF

THE FOREGOING instrument was acknowledged and sworn to before me this 2nd day of October, 1995, by AirTouch PCS Holding, Inc. (Name of General Partner) of PCS Nucleus, Limited Partnership (Name of Limited Partnership), A Delaware (State or Country) Limited Partnership, on behalf of the Limited Partnership.

Notary Public:
State of _____ at Large
(SEAL) My Commission Expires:

FILED - STATE SECRETARY OF STATE CORPORATIONS
95 NOV 27 AM 10:45

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Francisco

On 10/3/95 (Date) before me, Wendy S. Jennings Notary Public (Name and Title of Officer (e.g., "Jane Doe, Notary Public"))

personally appeared Kristina Veaco (Name(s) of Signer(s))

X personally known to me – OR – ~~proved to me on the basis of satisfactory evidence~~ to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Notary Public – California
SAN FRANCISCO COUNTY
My Comm. Expires JAN 2, 1999

WITNESS my hand and official seal.

Wendy S. Jennings
(Signature of Notary Public)

95 NOV 27 AM 10:45

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Application by Foreign Partnership Florida

Document Date: 10/2/95 Number of Pages: 2

Signer(s) Other Than Named Above: None

Capacity(ies) Claimed by Signer(s)

Signer's Name: Kristina Veaco	Signer's Name:
☐ Individual	☐ Individual
X Corporate Officer — Title(s): Asst. Secretary	☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact	☐ Attorney-in-Fact
☐ Trustee	☐ Trustee
☐ Guardian or Conservator	☐ Guardian or Conservator
☐ Other:	☐ Other:
Signer is Representing:	Signer is Representing:
Top of Thumb Here	Top of Thumb Here

95 NOV 27 AM 10:45

SECRETARY'S CERTIFICATE

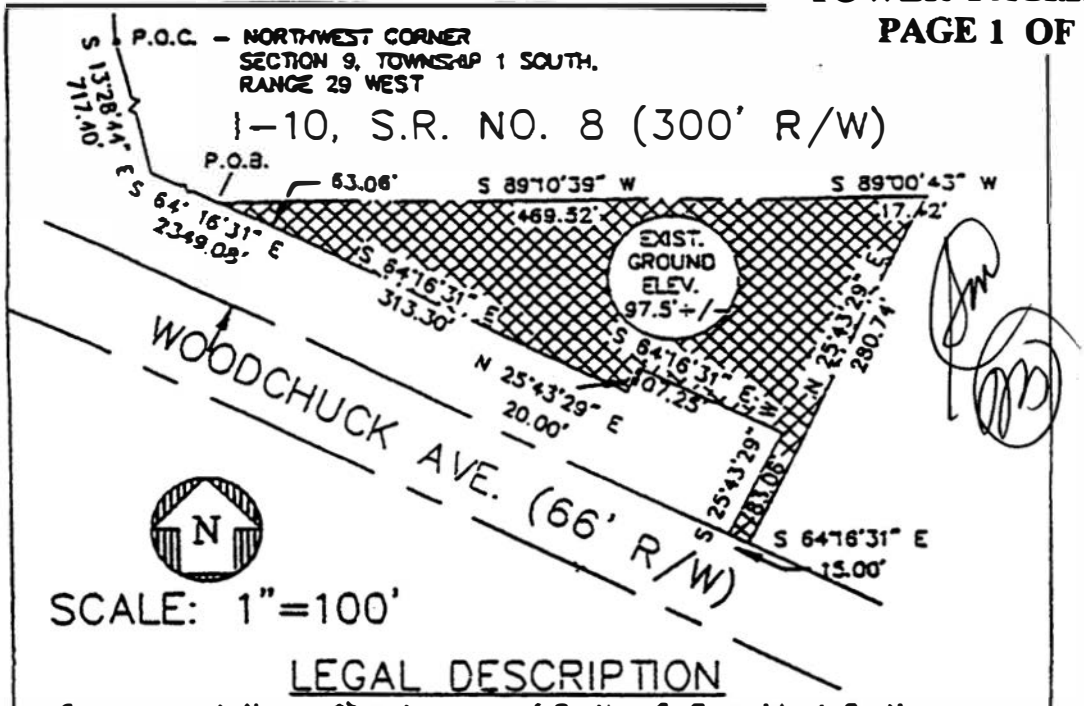
I, George W. Tenney, being the duly elected Secretary of PCS PrimeCo, L.P., a Delaware limited partnership("PrimeCo"), dc hereby certify that the resolution set forth below is a true and accurate copy of the resolution adopted by the Executive Committee of the PrimeCo on June 22, 1995 and such resolution has not been rescinded, modified or amended and is in full force and effect at the date hereof:

> RESOLVED that the President, the Regional Presidents and each Market General Manager is authorized to execute any lease, license or other real property agreements ("Documents") with the same authority and power as would be invested if a General Partner's representative, who was properly authorized and certificated under the PCS PRIMECO, L.P. Agreement of Limited Partnership executed the Documents, with the exception that, where direct liability is more than $200,000.00, the authorization herein granted is limited to the President and the Regional Presidents.

IN WITNESS WHEREOF, I have hereunto set my hand this 5 th day of December, 1995.

George W. Tenney
Secretary

EXHIBIT "B"
TOWER FACILITIES
PAGE 1 OF 3



LEGAL DESCRIPTION

Commence at the northwest corner of Section 9, Township 1 South, Range 29 West, Escambia County, Florida, being the concrete monument at the angle point in the rearline of Lot 3, Block E, Eau Claire Estates, Unit No. 1, filed in Plat Book 6 at page 47 of the public records of the said county; thence South 13°28'44" East along the easterly line of Block E and F of the said Eau Claire Estates, Unit No. 1, for a distance of 717.40 feet; thence South 64°16'31" East along the south line of the north 122.09 acres of the said Section 9, according to the deed recorded in Deed Book 402 at page 225 of the said public records for a distance of 2349.08 feet to a point on the southeasterly right of way line of Interstate No. 10, S.R. No. 8 (300' R/W) for the point of beginning;

Thence continue South 64°16'31" East along the said south line of the north 122.09 acres also being parallel to and 63.06 feet north of the north right of way line of Woodchuck Avenue (66' R/W), for a distance of 313.30 feet; thence North 25°43'29" East for a distance of 20.00 feet; thence South 64°16'31" East for a distance of 107.25 feet; thence South 25°43'29" West, for a distance of 63.06 feet to a point on the northwesterly right of way line of Woodchuck Avenue (66' R/W); thence South 64°16'31" East along the said northwesterly right of way line for a distance of 15.00 feet; thence North 25°43'29" East for a distance of 280.74 feet to a point on the said southeasterly right of way line of Interstate No. 10, said point being on the arc of a circular curve concave to the north having a radius of 3014.26 feet and a central angle of 40°58'30"; thence southwest along the arc of the said curve being the said southeasterly right of way line for an arc distance of 17.42 feet; (chord distance of 17.42 feet; chord bearing of South 89°00'43" West) to the point of tangent of the said curve; thence South 89°10'39" West along the tangent of the said curve being the said southeastarly right of way line for a distance of 469.52 feet to the point of beginning;

The above described tract lies in Section 9, Township 1 South, Range 29 West, Escambia County, Florida, and contains 1.06 acres, more or less.

CITY OF PENSACOLA, FLORIDA
ENGINEERING DIVISION

WOODCHUCK AVENUE ANTENNA SITE
SKETCH – NOT A SURVEY

LATITUDE: N.30°30'04.5"
LONGITUDE: W.87°10'23.5"

DRAWN BY: DLH
DATE: 5/23/95

EXHIBIT "B"
TOWER FACILITIES
PAGE 2 OF 3

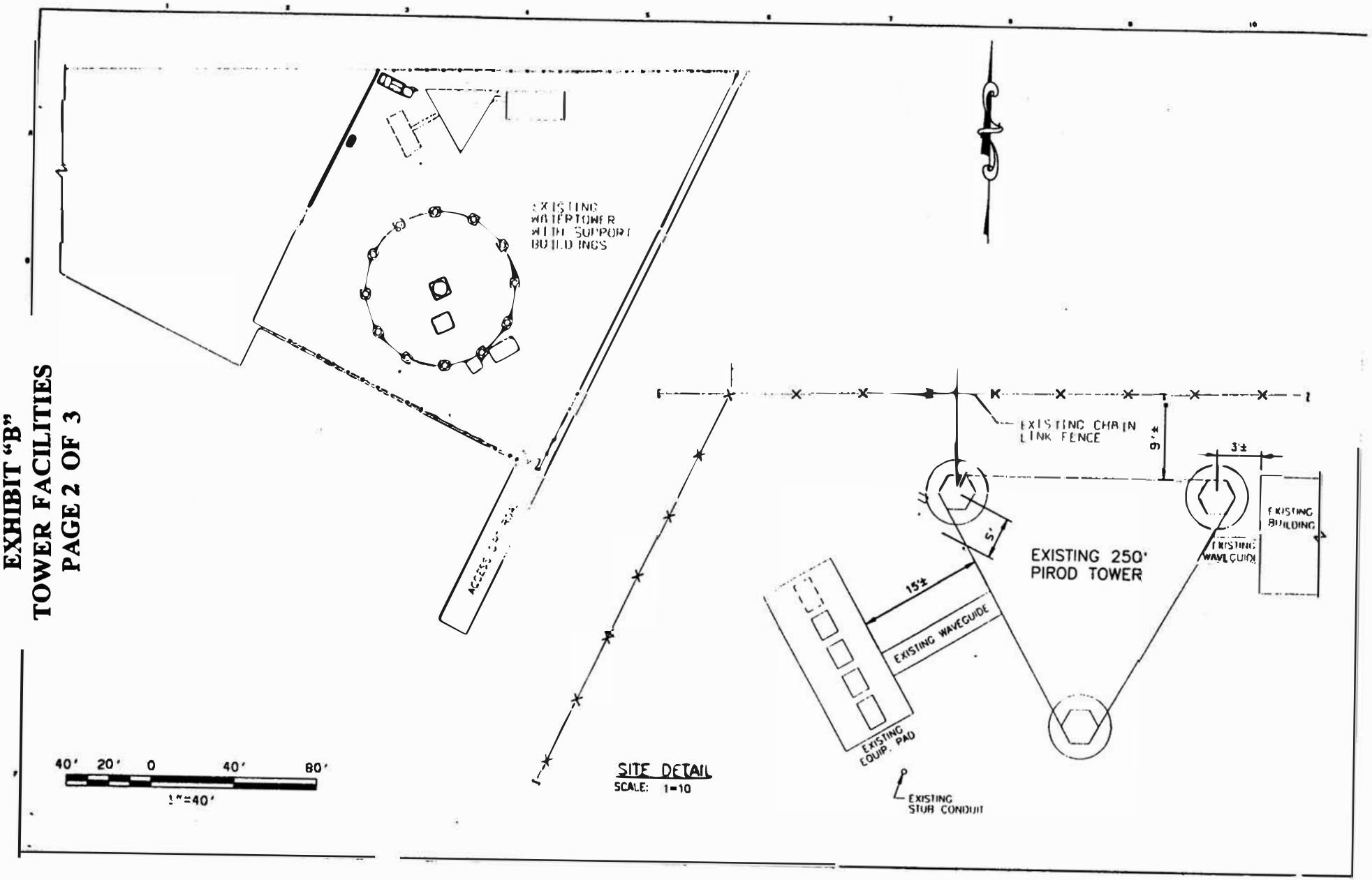


EXHIBIT "B"
TOWER FACILITIES
PAGE 3 OF 3

GENERAL NOTES

1. TOWER DESIGN CONFORMS TO STANDARD EIA/TIA-222-E FOR 120 MPH BASIC WIND SPEED WITH .50" RADIAL ICE WITH LOAD DUE TO WIND REDUCED BY 25% WHEN CONSIDERED SIMULTANEOUSLY WITH ICE. TOWER DESIGN CONFORMS TO STANDARD EIA/TIA-222-E FOR 120 MPH BASIC WIND SPEED WITH NO ICE.

2. MATERIAL: (A) SOLID RODS CONFORM TO ASTM A-572 GRADE 50 REQUIREMENTS.
(B) ANGLES CONFORM TO ASTM A-36 REQUIREMENTS.
(C) PIPE CONFORMS TO ASTM A-53 TYPE E, GRADE B REQUIREMENTS. (MIN YIELD STRENGTH=42 KSI)
(D) ALL STEEL PLATES CONFORM TO ASTM A-36 REQUIREMENTS.

3. BASE REACTIONS PER EIA/TIA-222-E FOR 120 MPH BASIC WIND SPEED WITH .50" RADIAL ICE WITH LOAD DUE TO WIND REDUCED BY 25% WHEN CONSIDERED SIMULTANEOUSLY WITH ICE:
TOTAL WEIGHT = 160.8 KIPS. MAXIMUM COMPRESSION = 1250.2 KIPS PER LEG.
MOMENT = 31088.7 KIP-FT. MAXIMUM UPLIFT = 1143.0 KIPS PER LEG.
MAXIMUM SHEAR = 233.5 KIPS TOTAL.

4. BASE REACTIONS PER EIA/TIA-222-E FOR 120 MPH BASIC WIND SPEED WITH NO ICE.
TOTAL WEIGHT = 118.5 KIPS. MAXIMUM COMPRESSION = 1257.2 KIPS PER LEG.
MOMENT = 31636.1 KIP-FT. MAXIMUM UPLIFT = 1178.2 KIPS PER LEG.
MAXIMUM SHEAR = 235.0 KIPS TOTAL.

5. FINISH: HOT DIPPED GALVANIZED AFTER FABRICATION.

6. ANTENNAS: 250' - SIX 8MR10 ANTENNAS ON SIX 6'- 8" RIGID ARMS WITH 1-1/4" LINES.
250' - TWO AMPLIFIERS (CaAs = 4.0 SQ FT TOTAL) WITH TWO 1/2" & TWO 7/8" LINES.
229' - SIX DB304 ANTENNAS ON SIX 6'- 8" RIGID ARMS WITH 1-1/4" LINES.
220' - TWELVE COMSAT 090-19-0 ANTENNAS ON T-FRAME SECTOR MOUNTS WITH 1-5/8" LINES.
215' - ONE 8' SOLID DISH WITH RADOME AND EW63.
200' - ONE 6' SOLID DISH WITH RADOME AND EW63.
200' - SIX COMSAT 090-19-0 ANTENNAS ON TWO T-FRAME SECTOR MOUNTS WITH 1-5/8" LINES.
190' - TWELVE COMSAT 090-19-0 ANTENNAS ON T-FRAME SECTOR MOUNTS WITH 1-5/8" LINES.
180' - TWELVE COMSAT 090-19-0 ANTENNAS ON T-FRAME SECTOR MOUNTS WITH 1-5/8" LINES.
175' - ONE 6' SOLID DISH WITH RADOME AND EW63.
156' - ONE 6' SOLID DISH WITH RADOME AND EW63.
150' - THREE COMSAT 090-19-0 ANTENNAS ON ONE T-FRAME SECTOR MOUNT WITH 7/8" LINES.
20' - ONE DB498 ANTENNA LEG MOUNTED WITH 7/8" LINE.

7. REMOVE FOUNDATION TEMPLATE PRIOR TO ERECTING TOWER. INSTALL BASE SECTION WITH MINIMUM OF 2" CLEARANCE ABOVE CONCRETE. GROUT NUTS BELOW BASE SECTION WITH NON-SHRINK GROUT AFTER LEVELING TOWER.

8. MIN. WELDS 5/16" UNLESS OTHERWISE SPECIFIED. ALL WELDING TO CONFORM TO AWS SPECIFICATIONS.

9. ALL BOLTS AND NUTS MUST BE IN PLACE BEFORE THE ADJOINING SECTION(S) ARE INSTALLED.

10. ALL A-325 BOLTS SHALL BE PRE-TENSIONED PER AISC SPECIFICATIONS. REFER TO DRAWING # 123107-B ("BOLT PRE-TENSIONING GUIDELINES".)

11. EIA GROUNDING FOR TOWER.

12. A1.1 RED LIGHT KIT (INTERIOR)

JUN 16 1997

PRIMECO PERSONAL COMMUNICATIONS
SCENIC HEIGHTS #1204-PENSACOLA, FLORIDA
U - 30.0 x 250' SELF-SUPPORTING TOWER

APPROVED/ENG.	WBR	06/16/1997
APPROVED/FOUND	N/A	
DRAWN BY	RDW	

PIROD INC.
1545 Pidco Dr.
Plymouth, IN 46563-0128
219-936-4221

From: 86244.DFT - 06/16/97 14:41 > 20282958.DWG - 06/16/97 14:43
Printed: 06/16/97 14:40

ENG. FILE NO. A-9704226A
ARCHIVE Q-86244

DRAWING NO. 202629-B
PAGE 5 OF 9

From: Lynne Snee
To: PRO(AWaters)
Date: 11/2/98 11:36am
Subject: Woodchuck Ave. Antenna Site -Reply

Andy,
If the document you have is the revised bill of sale, this is something that was approved last year in the agreement between the City and PrimeCo. Now that construction of the tower by PrimeCo is complete, legal staff felt that we needed to have an official bill of sale to convey the tower to the City. This has been through once a month or so ago, but there were changes to the language after conversations between the attorneys involved. Please let me know if you need any more specific information.

Lynne

PrimeCo Personal Communications
3838 N. Causeway, Suite 3250
Metairie, Louisiana 70002

(504) 846-6200

VIA FEDERAL EXPRESS

October 21, 1998

Ms. Lynne Snee
Office of the City Manager
City of Pensacola
180 Governmental Center
Pensacola, Florida 32521

RE: SCENIC HEIGHTS (WOODCHUCK AVENUE) ANTENNA SITE ~ JOINT USE AGREEMENT BY AND BETWEEN CITY OF PENSACOLA AND PRIMECO PERSONAL COMMUNICATIONS, DATED APRIL 11, 1997

Dear Ms. Snee:

Enclosed please find two (2) original copies of the ***Revised Bill of Sale*** to convey the above referenced tower to the City of Pensacola as per the lease agreement. Please review, sign and/or initial where indicated before a Notary and return ***one (1) original copy with recordation information*** from the Escambia County Clerk of Court to my attention.

Thank you in advance for your cooperation in this matter. Should you have any questions or concerns, please feel free to contact me at 504/846-6280.

Sincerely,
PRIMECO PERSONAL COMMUNICATIONS, L.P.

Tracey L. Samuels
Site Acquisition Lease Coordinator

Enclosures

cc: Edmond R. Hinkle, City Manager

Document Control # _____

FINAL DOCUMENT REVIEW FORM
(blue)

USER AGENCY

Document: Revised Bill of Sale - Scenic Heights (Woodchuck Ave.) Antenna Site

___ Project ___ Contract ___ Lease _X_ Other (Check One)

Name/Description: Revised Bill of Sale conveying tower at Woodchuck Avenue site from PrimeCo Personal Communications to City of Pensacola per agreement dated 4/11/97

User Agency: _____ Contact Person: _____

Date of Council Approval: _____ Sent to Contract Administration: ___/___/___

CONTRACT ADMINISTRATION

OCT 26 19[illegible] 20[illegible]

Date Received: ___/___/___

____ Pending (See comments below); _____ (Signature) Send to User Agency: ___/___/___

✓ Approved: _____ (Signature) Send to Risk Management Agency 11/2/98

Comments: _____

RISK MANAGER

Date Received: 11/2/98

____ Pending (See comments below); _____ (Signature) Send to User Agency: ___/___/___

✓ Approved: Tom Mulroy (Signature) Send to City Manager 11/3/98

Comments: _____

(P4-89) Rev.3/97

CITY MANAGER'S OFFICE Date Received: 11/5/98

✓ Approved: Lynne B Saee
(~~Deputy~~/Assistant Manager)

___ Pending (See comments below); _____ Send to User Agency: ___/___/___
(City Manager)

___ Document Executed; _____ Send to City Clerk: 11/18/98
(Signature)

Comments: _____

CITY CLERK

Send Original to City Attorney 11/18/98

Document Officially Recorded: _____ ___/___/___
(Signature)

CITY ATTORNEY Date Received: 11/18/98

___ Pending (See comments below); _____ Send To User Agency: ___/___/___
(Signature)

✓ Approved as to Form; _____ Send Original to City Clerk 11/19/98
(Signature)

Comments: _____

Kept one original. Sent one original to Pat/Lynne.

CITY CLERK

Retain Original

City Clerk Document Control Number: _____

Send copy of original to User Agency 11/19/98

(P4-89) Rev.3/97