CITY OF MIRAMAR PROPOSED CITY COMMISSION AGENDA ITEM

Meeting Date: March 4, 2025

Presenter's Name and Title: H. Derricks, Special Projects Manager and Kirk Hobson-Garcia, Acting Public Works Director on behalf of Public Works Department

Prepared By: Kristy Gilbert, MBA, Assistant Public Works Director

Temp. Reso. Number: 8333

Item Description: Temp. Reso. #R8333, APPROVING THE SECOND AMENDMENT TO THE NON-EXCLUSIVE LICENSE AGREEMENT BETWEEN THE CITY OF MIRAMAR AND SPRINT SPECTRUM REALTY COMPANY, L.P., SUCCESSOR-ININTEREST TO SPRINT SPECTRUM, L.P., A DELAWARE LIMITED PARTNERSHIP, RENEWING THE AGREEMENT FOR FIVE ADDITIONAL SUCCESSIVE FIVE-YEAR TERMS BEYOND THE INITIAL EXPIRATION; AUTHORIZING THE CITY MANAGER TO EXECUTE THE SECOND AMENDMENT TO THE NON-EXCLUSIVE LICENSE AGREEMENT. (Special Projects Manager, H. Derricks, and Acting Public Works Director, Kirk Hobson-Garcia).

Consent ⊠	Resolution	Ordinance \square	Quasi-Judicial	Public Hearing
	for the Office ent on the dais.	-	rk: Public Works r	equests execution o
provided as follow	s: on in a and/or by sending r	, ad	in the	es, public notice for this item was by the posting the property on property on
			ty Code and/or Sec, Florvote by the City Commission.	rida Statutes, approval of this iten
Fiscal Impa	ct: Yes ⊠	No □		

REMARKS: Annual revenue totaling \$30,996.12 (\$2,583.01 monthly) shall be paid to the City and deposited into Account No 001-00-000-000-000-362400 entitled "Telecom Tower Rentals". Rent shall increase by 15 percent annually effective January 24, 2027.

Content:

- Agenda Item Memo from the City Manager to City Commission
- Resolution TR8333
 - Exhibit A: Second Amendment to Non-Exclusive License Agreement
- Attachment(s)
 - Attachment 1: Original Non-Exclusive License Agreement

 Attachment 2: First Amendment to the Non-Exclusive License Agreement



CITY OF MIRAMAR INTEROFFICE MEMORANDUM

TO:

Mayor and City Commissioners

FROM:

Dr. Roy L. Virgin, City Manager

BY:

Kirk Hobson-Garcia, P.E., Acting Public Works Director

DATE:

February 26, 2025

RE:

Temp. Reso. No. 8333, approving the Second Amendment to the Non-Exclusive License Agreement between the City of Miramar and Sprint Spectrum Realty Company, L.P., successor-in-interest to Sprint Spectrum,

L.P.

RECOMMENDATION: The City Manager recommends approval of Temp. Reso. No. 8333, approving the Second Amendment to the Non-Exclusive License Agreement between the City of Miramar and Sprint Spectrum Realty Company, L.P., successor-in-interest to Sprint Spectrum, L.P., a Delaware Limited Partnership, renewing the agreement for five additional five-year terms beyond the initial expiration; authorizing the City Manager to execute the Second Amendment to the Non-Exclusive License Agreement.

ISSUE: City Commission approval is required for renewing the Non-Exclusive License Agreement between the City of Miramar and Sprint Spectrum Realty Company, L.P., Sprint Spectrum's successor-in-interest.

BACKGROUND: On December 13, 1996, the City of Miramar ("City") entered into a Non-Exclusive License Agreement ("License Agreement") with Sprint Spectrum Realty Company, L.P., successor-in-interest to Sprint Spectrum L.P., a Delaware Limited Partnership ("Licensee"). The agreement designated the use of approximately 200 square feet of ground space on the City's Water Tower for the placement of Sprint Spectrum communications facilities and ground equipment. The initial term of the agreement was for a period of five (5) years with a one-year automatic renewal term in perpetuity unless either party provided 90 days written notice.

On March 7, 2007, the City Commission adopted Resolution No. 07-123 approving a First Amendment to Sprint Spectrum Non-Exclusive License Agreement to construct, maintain

and operate a diesel generator on the property. Other terms and conditions of the agreement remained the same.

DISCUSSION: During 2024, Licensee reached out to City staff, expressing their desire to maintain a long-term relationship by extending the current term of the agreement for five additional successive five-year terms and providing for continued placement of its permanent facilities and equipment on City premises. The City may elect not to renew the agreement by providing the Lessee a 24-month written notification prior to the expiration of the current renewal term. The City's non-renewal rights shall go into effect commencing January 24, 2032.

In consideration of the first renewal term, Sprint Spectrum shall pay the City annual revenue in the amount of Thirty Thousand, Nine Hundred Ninety-Six Dollars and Twelve Cents (\$30,996.12). The rent shall increase annually thereafter by 15 percent on each renewal term, effective January 24, 2027.

ANALYSIS: Annual revenue totaling \$30,996.12 (\$2,583.01 monthly) shall be paid to the City and deposited into Account No 001-00-000-000-362400 entitled "Telecom Tower Rentals". Rent shall increase by 15 percent annually effective January 24, 2027

Temp. Reso. No. 8333 1/9/25 2/25/25

CITY OF MIRAMAR MIRAMAR, FLORIDA

RESOLUTION NO.	
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A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, APPROVING THE SECOND AMENDMENT TO THE NON-EXCLUSIVE LICENSE AGREEMENT BETWEEN THE CITY OF MIRAMAR AND SPRINT **SPECTRUM** REALTY COMPANY. SUCCESSOR-IN-INTEREST TO SPRINT SPECTRUM, L.P., A DELAWARE LIMITED PARTNERSHIP, RENEWING THE AGREEMENT FOR FIVE ADDITIONAL SUCCESSIVE FIVE-YEAR TERMS BEYOND THE INITIAL EXPIRATION; **AUTHORIZING THE CITY MANAGER TO EXECUTE THE** SECOND AMENDMENT TO THE NON-EXCLUSIVE LICENSE AGREEMENT; AND PROVIDING FOR AN **EFFECTIVE DATE.**

WHEREAS, on December 13, 1996, the City of Miramar ("City") entered into a Non-Exclusive License Agreement ("License Agreement") with Sprint Spectrum Realty Company, L.P., successor-in-interest to Sprint Spectrum L.P., a Delaware Limited Partnership ("Licensee") for the placement of Sprint Spectrum communications facilities and ground equipment on City-owned property located at 6950 Miramar Parkway (the "Licensed Premises") and:

WHEREAS, the initial term of the agreement was for a period of five (5) years with one-year automatic renewal term in perpetuity, unless either party provided ninety (90) days written notice; and

WHEREAS, on March 7, 2007, the City Commission adopted Resolution No. 07-

Reso.	No.	

Temp. Reso. No. 8333

1/9/25

2/25/25

123 approving a First Amendment to Sprint Spectrum Non-Exclusive License Agreement

to construct, maintain and operate a diesel generator on the property; and

WHEREAS, other terms and conditions of the original and amended agreement

remained the same; and

WHEREAS, Licensee desires to amend and renew the term of the existing

agreement to provide for Sprint continued placement of its permanent facilities and

equipment, maintain and operate a diesel generator on the licenses Premises; and

WHEREAS, the term of the Agreement will be modified and shall be effective for

a renewal term of five (5) additional successive five-year renewal terms, commencing on

the effective date of the Second Amendment to Non-Exclusive License Agreement; and

WHEREAS, in consideration for renewal of the existing agreement, Sprint will pay

annual rent to the City in the amount of Thirty Thousand, Nine Hundred Ninety-Six Dollars

and Twelve Cents (\$30,996.12) or Two Thousand, Five Hundred Eighty-Three Dollars

and One Cent (\$2,583.01) monthly, with a rent escalator of fifteen percent commencing

January 24, 2027; and

WHEREAS, the City Manager recommends approval of the Second Amendment

to Non-Exclusive License Agreement between the City of Miramar and Sprint Spectrum

Realty Company, L.P., successor-in-interest to Sprint Spectrum, L.P.; attached hereto as

Exhibit "A;" and

Reso. No.

WHEREAS, the City Commission deems it to be in the best interest of the citizens

and residents of the City of Miramar to approve and authorize the City Manager to execute

the Second Amendment to Non-Exclusive License Agreement between the City of

Miramar and Sprint Spectrum Realty Company, L.P., successor-in-interest to Sprint

Spectrum, L.P.; renewing the agreement for five additional successive five-year terms;

providing for continued placement of its permanent facilities and equipment, maintain and

operate a diesel generator on the licenses Premises located at 6950 Miramar Parkway,

Miramar, FL 33023, attached hereto as Exhibit "A."

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF

MIRAMAR, FLORIDA AS FOLLOWS:

Section 1: That the foregoing "WHEREAS" clauses are hereby ratified and

confirmed as being true and correct and are hereby made a specific part of this

Resolution.

Section 2: That it approves the Second Amendment to Non-Exclusive License

Agreement between the City of Miramar and Sprint Spectrum Realty Company, L.P.,

successor-in-interest to Sprint Spectrum, L.P., renewing the agreement for five additional

successive five-year terms; providing for continued placement of its permanent facilities

and equipment, maintain and operate a diesel generator on the licenses Premises located

at 6950 Miramar Parkway, Miramar, FL 33023.

Reso. No. _____

Temp. Reso. No. 8333

1/9/25

2/25/25

Section 3: That it authorizes the City Manager to execute the Second Amendment

to Non-Exclusive License Agreement between the City of Miramar and Sprint Spectrum

Realty Company, L.P., successor-in-interest to Sprint Spectrum, L.P., in the form

attached hereto as Exhibit "A," together with such non-substantive changes as are

deemed acceptable to the City Manager and approved as to form and legal sufficiency

by the City Attorney.

Section 4: That the appropriate City Officials are authorized to do all things

necessary and expedient to carry out the aims of this Resolution.

Reso. No. _____

Temp. Reso. No. 8333 1/9/25 2/25/25

Section 5: That this Resolution s	hall take effect immediately upon adoption.
PASSED AND ADOPTED this	day of,,
	Mayor, Wayne M. Messam
ATTEST:	
City Clerk, Denise A. Gibbs I HEREBY CERTIFY that I have approve this RESOLUTION as to form:	- ed
City Attorney, Austin Pamies Norris Weeks Powell, PL	 .LC
	Requested by Administration Commissioner Winston F. Barnes Commissioner Maxwell B. Chambers Commissioner Yvette Colbourne Mayor Wayne M. Messam
Reso. No	5

SECOND AMENDMENT TO NON-EXCLUSIVE LICENSE AGREEMENT

This SECOND Amendment to NON-EXCLUSIVE LICENSE AGREEMENT (the "SECOND Amendment") is effective as of the last signature below (the "Effective Date"), by and between the City of Miramar ("City"), and Sprint Spectrum Realty Company, LLC (formerly a limited partnership), a Delaware limited liability company, successor in interest to Sprint Spectrum L.P. ("Licensee") (each a "Party", or collectively, the "Parties").

City and Licensee (or their predecessors-in) entered into that certain NON-EXCLUSIVE LICENSE AGREEMENT dated December 13, 1996, and amended by the First Amendment to Non-Exclusive License Agreement dated March 12, 2007 (collectively, the "Agreement") regarding the leased premises ("Site") located at 6950 Miramar Parkway, Miramar, FL 33023 (the "Property").

For good and valuable consideration, the City and Licensee agree as follows:

- At the expiration of the Agreement, the term of the Agreement will automatically be extended for five (5) additional and successive five (5) year terms, each included as Renewal Term provided that Licensee may elect not to renew by providing the City at least thirty (30) days' notice prior to the expiration of the then current Renewal Term. The City may elect not to renew by providing Lessee 24 months' prior written notice prior to the expiration of the then current Renewal Term. The City's non-renewal rights go into effect beginning January 24, 2032.
- At the commencement of the first Renewal Term provided for in this SECOND Amendment, Licensee shall pay the City annually in advance Thirty Thousand Nine Hundred Ninety-Six and 10/100 Dollars (\$30,996.10) per year as Rent, partial calendar month to be prorated in advance, by the fifth (5th) day of each calendar month. Thereafter, notwithstanding anything to the contrary in the Agreement, the Rent will escalate by 15% on January 24, 2027, and on each Renewal Term thereafter. Where duplicate Rent would occur, a credit shall be taken by Licensee for any prepayment of duplicate Rent by Licensee.
- Upon the Effective Date of the SECOND Amendment, in addition to any rights set forth in the Agreement: Licensee and its employees, representatives and agents will have twentyfour (24) hour access, seven (7) days per week to the Site at no additional charge.
- 4. All notices, requests, demands and other communications shall be in writing and shall be deemed to have been delivered upon receipt or refusal to accept delivery, and are effective only when deposited into the U.S. certified mail, return receipt requested, or when sent via a nationally recognized courier to the addresses set forth below. The City

or Licensee may from time to time designate any other address for this purpose by providing written notice to the other Party.

If to Licensee:

If to City:

T-Mobile USA, Inc. 12920 SE 38th Street Bellevue, WA 98006

City of Miramar 2300 Civic Center Place Miramar, FL 33023

Attn: Lease Compliance/ 6FB1640S

- Licensee and the City will reasonably cooperate with each other's requests to approve permit applications and other documents related to the Property without additional payment or consideration.
- Except as expressly set forth in this SECOND Amendment, the Agreement otherwise is unmodified. To the extent any provision contained in this SECOND Amendment conflicts with the terms of the Agreement, the terms and provisions of this SECOND Amendment shall control. Each reference in the Agreement to itself shall be deemed also to refer to this SECOND Amendment.
- 7. This SECOND Amendment may be executed in duplicate counterparts, each of which will be deemed an original. Signed electronic, scanned, or facsimile copies of this this SECOND Amendment will legally bind the Parties to the same extent as originals.
- 8. Each of the Parties represents and warrants that it has the right, power, legal capacity, and authority to enter into and perform its respective obligations under this SECOND Amendment. The City represents and warrants to Licensee that the consent or approval of a third party has either been obtained or is not required with respect to the execution of the SECOND Amendment. If the City is represented by any property manager, broker or any other leasing agent ("Agent"), then (a) the City is solely is responsible for all commission, fees or other payment to Agent and (b) the City shall not impose any fees on Licensee to compensate or reimburse the City for the use of Agent, including any such commissions, fees or other payments arising from negotiating or entering into this SECOND Amendment or any future amendment.
- This SECOND Amendment will be binding on and inure to the benefit of the Parties herein, their heirs, executors, administrators, successors-in-interest and assigns.

IN WITNESS, the Parties execute this SECOND Amendment as of the Effective Date.

City:	Licensee:
City of Miramar	Sprint Spectrum Realty Company, LLC, a
Ву:	Delaware limited liability company
Print Name:	By: feet
Title:	Print Name: Jess C. Louk Director, Engineering & Operations
Date:	Title:
TMO Digitally signed by TMO Legal Date: Legal 1258:42-04'00'	,



November 12, 2024

City of Miramar ATTN: Horace Derricks 13900 Pembroke Road, Building L, 1st Floor Miramar, FL 33027

RE: T

T-Mobile Lease Renewal at WATER TOWER

Site Address: 6950 Miramar Pkwy, Miramar, FL 33023

T-Mobile Site ID: 6FB1640S

Dear Mr. Derricks,

Please find enclosed (3) hardcopies of the partially executed 2nd Amendment to extend the term of the Agreement. Upon full execution, please return (1) original of the Amendment to my attention to the address below.

Mail To:

United Commercial Real Estate Services ATTN: Lea Collins 300 Summerville Lane Sanford, FL 32771

If you have any questions or need additional information, please feel free to contact me.

Respectfully,

Lea Collins

Mobile: 407-694-8951

Email: lcollins@unitedcommercial.net

OWNER (cm) ORIGINAL

To Be Executed As Indicated and Returned To Owner

MASTRIANA & CHRISTIANSEN, PA

CITY OF MIRAMAR

NON-EXCLUSIVE LICENSE AGREEMENT

THIS AGREEMENT is entered into this 3 day of 1996, by and between the CITY OF MIRAMAR, a Florida municipality, (the "CITY" or "Owner") and SPRINT SPECTRUM L.P., a Delaware limited partnership (the "LICENSEE").

The undersigned parties hereby covenant and agree as follows:

- 1. Purpose. The purpose of this Agreement is to enable Licensee to utilize a portion of City's elevated water tower (the "Water Tower') for installation of certain telecommunication facilities of Licensee, as described on Exhibit "A", at the premises (the "Licensed Premises" or "Site") described on Exhibit "B".
- 2. License Granted. Licensee is hereby authorized to utilize on a non-exclusive basis, a portion of City's Water Tower, at 7000 Miramar Parkway as described on Exhibit "B" attached hereto, for the purpose of installing, removing, replacing, maintaining and operating at Licensee's sole cost and expense, a personal communications service system facility ("PCS"), including related antenna equipment and fixtures, as described on Exhibit "A". Owner represents that the proposed use of this Site by Licensee will not violate any exclusive or other agreement which Owner may have given or to which Owner is a party.
- 3. Term. The Term of this Agreement (the "Initial Term") shall commence on the date Licensee signs this Agreement, or if Licensee signs first, the date Owner signs this Agreement. The Initial Term of five (5) years shall be the period of time from that date to the fifth anniversary of the Payment Start Date. This Agreement will be automatically renewed for additional terms (each a "Renewal Term") of one year each commencing on each one year anniversary of the Payment Start Date, unless Licensee or Owner provides notice to the other of intention not to renew not less than 90 days prior to the expiration of the Initial Term or any Renewal Term. City may cancel this Agreement in the event the Payment Start Date does not occur within 90 days after execution of this Agreement.
- 4. Payment. A license fee payment will commence on the Payment Start Date. The License fee will be paid annually in advance on the Payment Start Date and on each anniversary of it. The Payment Start Date shall be the earlier of (a) the date which is 30 days after the issuance of a building permit for installation of the PCS, or (b) the first day of the month following commencement of physical preparation of the Site. The annual license fee payment will be \$15,000, with partial years to be prorated. The annual license fee payment for each Renewal Term will be the annual license fee payment in effect for the Initial Term or the prior Renewal Term, increased by fifteen percent (15%)

B

each five years of the anniversary of the initial Payment Start Date.

- 5. Undisturbed Use. Owner represents and agrees (a) that it is the Owner of the Site; (b) that it has the right to enter into this Agreement; (c) that the person signing this Agreement has the authority to sign; (d) that Licensee is entitled to access to the Site at all times and to the use of the Site throughout the initial Term and each Renewal Term so long as Licensee is not in default beyond the expiration of any cure period; and (e) that Owner shall not have unsupervised access to the PCS equipment.
- 6. Assignment/Transfer. Licensee will not assign or transfer this Agreement without the prior written consent of Owner, which consent will not be unreasonably withheld, delayed or conditioned; provided, however, Licensee may assign without Owner's prior written consent to any party controlling, controlled by or under common control with Licensee or to any party which acquires substantially all of the assets of Licensee.
- 7. Notices. All notices must be in writing and are effective when deposited in the U.S. mail, certified and postage prepaid, or when sent via overnight delivery, to the address set forth below, or as otherwise provided by law.
- 8. Improvements. Licensee may, at its expense, make such improvements on the Site as it deems necessary from time to time for the operation of the PCS. Owner agrees to cooperate with Licensee with respect to obtaining any required zoning approvals for the Site and such improvements. Upon termination or expiration of this Agreement, Licensee shall remove its equipment and improvements and will restore the Site to the condition existing on the commencement of this Agreement, except for ordinary wear and tear. Licensee shall not damage the Water Tower in connection with Licensee's activities hereunder and shall certify the structural integrity of the Water Tower members to which the Licensee's equipment is attached.
- 9. Interference. Licensee and CITY shall cooperatively resolve any technical interference problems with other equipment located at the Site on the commencement of this Agreement or any equipment that becomes attached to the Water Tower at any future date. Licensee may add additional equipment to the Site subject to CITY'S approval. Licensee recognizes that CITY may allow other telecommunications service providers to use the Water Tower. Owner will not permit the installation of any future equipment, upgrades or enhancements by other telecommunication providers at the Site which result in technical interference problems with Licensee's then existing equipment at the site, if so determined by CITY to cause such interference.



- 10. Insurance. The Licensee agrees to procure and maintain liability insurance with an insurance company authorized to transact business in the State of Florida, acceptable to CITY'S Risk Management Department, with the policy showing "The City of Miramar, Florida, a Florida municipal corporation and its officers and employees, " as an additional insured, and with limits of not less than \$1,000,000.00 combined single limit for personal injury and bodily injury, including death, and property damage liability, as evidenced by a Certificate of Insurance, a signed copy of which shall be transmitted to the CITY prior to Licensee commencing activities or operations at the Site. Said insurance shall support Licensee's agreement of indemnity and shall so state on the said Certificate. Said liability insurance must be acceptable to and approved by CITY'S Risk Management Department and the City Attorney as to form and types of coverage. Said policy shall also cover any property damage to the Water Tower.
- 11. Utilities. Licensee will pay for all utilities used by it at the Site. Owner will cooperate with Licensee in Licensee's efforts to obtain utilities from any location serviced by Owner or the servicing utility at the Site.
- 12. Termination. Licensee may terminate this Agreement at any time by notice to Owner without further liability if Licensee does not obtain all permits or other approvals (collectively, "approval") required from any governmental authority or any easements required from any third party to operate the PCS system, or if any such approval is canceled, expires or is withdrawn or terminated, or if Owner fails to have proper ownership of, or appropriately clear title to the Site or authority to enter into this Agreement, or if Licensee for any other reason, in its sole discretion, determines that it will be unable to use the Site for its intended purpose. Upon termination, all prepaid License Fee payments shall be retained by Owner.
- 13. Default. If either party is in default under this Agreement for a period of (a) 10 days following receipt of notice from the non-defaulting party with respect to a default which may be cured solely by the payment of money, or (b) 30 days following receipt of notice from the non-defaulting party with respect to a default which may not be cured solely by the payment of money, then, in either event, the non-defaulting party may pursue remedies available to it against the defaulting party under applicable law, including, but not limited to, the right to terminate this Agreement. City may effectuate such termination by providing written notice to Licensee. If the non-monetary default may not reasonably be cured within a 30 day period, this Agreement may not be terminated if the defaulting party commences action to cure the default within such 30 day period and diligently proceeds to fully cure the default to the satisfaction of the other party.



- 14. Indemnification. The LICENSEE agrees to defend, indemnify and hold the CITY harmless from any claim, demand, suit, loss, cost, expense or damage which may be asserted, claimed, or recovered against or from CITY by reason of any property damage or bodily injury, including death, sustained by any person whomsoever, which said claim, demand, suit, loss, cost, expense or damage arises out of or is incidental to or in any way connected with this License, the LICENSEE'S telecommunication service activities, the condition of the City Water Tower facility, the act or omission of LICENSEE or of LICENSEE'S agents, servants, contractors or employees, and regardless of whether such claim, demand, suit, loss, damage, cost or expense is caused in whole or in part by CITY'S negligence, or by negligence of CITY'S agents, servants and employees, unless caused by CITY'S sole negligence.
- 15. Hazardous Substances. Owner represents that it has no knowledge of any substance, chemical or waste (collectively, "substance") on the Site that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Licensee shall not introduce or use any such substance on the Site in violation of any applicable law.
- 16. Miscellaneous. (a) This Agreement applies to and binds the heirs, successors, executors, administrators and assigns of the parties to this Agreement; (b) This Agreement is governed by the laws of the State of Florida; (c) Venue for any action hereunder is in Broward County, Florida; (d) If requested by Licensee, Owner agrees promptly to execute and deliver to Licensee a recordable Memorandum of this Agreement, approved by the City Attorney. This Agreement (including the Exhibits) constitutes the entire Agreement between the parties and supersedes all prior written and verbal agreements, representations, promises or understandings between the parties. Any amendments to this Agreement must be in writing and executed by both parties; (f) If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, will not be affected and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law; and the prevailing party in any action or proceeding in court to enforce the terms of this Agreement is entitled to receive its reasonable attorneys' fees and other reasonable enforcement costs and expenses from the non-prevailing party, (g) The following exhibits are attached to and made a part of this Agreement, Exhibit "A" and "B".
- 17. Compliance with Laws. Licensee will comply with all applicable laws relating to its use of the Site.
- 18. Condition of Site. Licensee hereby accepts use of the Licensed Premises in "as is" condition, with any and all defects,



latent and patent, if any, as existing in the beginning of this License Agreement and as hereafter arising.

- 19. Change of Site. CITY reserves the right to change the space designated for use by Licensee to other comparable space on the Water Tower.
- 20. Bid Specifications. This Agreement shall supersede the bid proposal, except that Licensee shall be bound by Licensee's representations as made in its response to RFP #96-08-02.
- 21. Rights Reserved. CITY reserves the right to regulate Licensee's operations and activities in the CITY to the fullest extent authorized by law.
- 22. Subsequent Laws. Licensee shall comply with subsequently enacted regulations of the CITY which are applicable to the Licensed Premises.

IN WITNESS HEREOF the parties have signed this Agreement as indicated below.

APPROVED	limited partnership
12-5-96	By: MAYW LITES
MEC	Name: MAKVW LITIK Its: Eru orkirm Address:
	Date: 12/5/54
LEGAL	CITY OF MIRAMAR
	BY MY NUNC MAULION
	City Manager
	Attest: Dish Alan
	City Clerk

6700 Miramar Parkway Miramar, Florida

Approved: Serd Im Wyn

SPRINT SPECTRUM L.P., a Delaware

041003\Agreement.910

Exhibit "A"

SPRINT PCS, is a participant in the Personal Communications Service (PCS) market. SPRINT PCS is licensed to provide wireless service to all of South Florida. The purpose of our installation at the City of Miramar Water Tank to complement the network design for this area. This site is highly needed to permit contiguous service for our customers. Our frequencies are as follows:

Transmit

1930Mhz - 1945Mhz

Receive

1850Mhz - 1865Mhz

Equipment to be installed at the City of Miramar Water Tank:

Nortel CDMA 1900 MHz - BTS for PCS applications

76"W x 63"H x 30"D

approx. 1,650 lbs

+ 3,250 lbs w/4hrs of backup batteries w/packaging, depth 40" with heat exchanger approx. 2 will be used at the site

RFFE:

18"W x 19"H x 9"D

approx. 80 lbs

approx. 3 will be used

Cables:

1 5/8" diameter

approx. 6 will be used

PPC:

4'W x 4'H x 10"D

Antennas:

6.1"W

64"H

1.9"D

approx. 6 will be used

See attached plans created by G.M. Selby & Associates, Inc.





CITY OF MIRAMAR INTEROFFICE MEMORANDUM POLICE DEPARTMENT

FAX NO.: 954 704-4404

TO:

Debra Walker, City Clerk

FROM:

Valerie C. Sklow, Records Supervisor

DATE:

May 7, 2002

SUBJECT:

FILE FROM STORAGE

We have received a request for the following file from the Iron Mountain facility:

Customer Assigned Box Number: 221

Barcode Label Number: 67586850

File Name: Folder # 96-09-2800

Please ask Iron Mountain to deliver the requested file only as soon as possible.

Thank you.

MIRAMAR CITY CLERK RECEIVED

SPRINT SPECTRUM, 1.p.

MIA 7914 MIRAMAR WATER TANK

6950 MIRAMAR PARKWAY

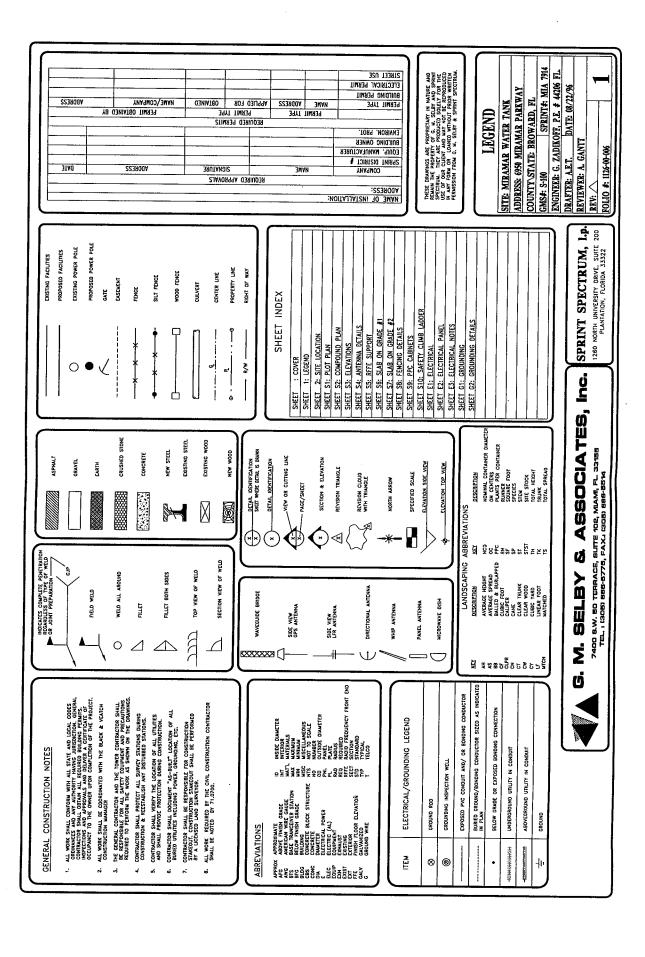
MIRAMAR, BROWARD COUNTY, FLORIDA

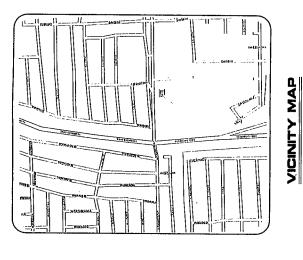
FOLIO #: 1126-00-006

SPRINT SPECTRUM, I.p. 1260 NORTH UNIVERSITY DRIVE, SUITE 200 PLANTATION, FLORIDA 333322



G. M. SELBY & ASSOCIATES, Inc. 7400 8.W. 00 TENRACE, SUTE 102, MAM, FL. 33108
TEL. (200) 686-9778, FAX. (300) 686-6574

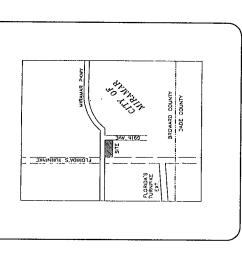




LOCATION MAP

DIRECTIONS TO CELL SITE

TAKE 1-95 TO VALLMONLE BEACH BLVD, (HEAD WEST) HALLMONLE BLVD, WILL TORN INTO MIRALUS PARKMAY. THE SITE IS LOCATED JUST EAST THE TURNINE OVERHASS (SITE IS EAST OF UNIVERSITY ORNE)... 60 WEST UNITL YOU REACH 8550



UNTIODE 25' 56' 53.17"
LOMETUDE: OBER 13' 40.08"
LATTIDE & LOMETUDE GETSHAMED BY:
WILLIAS, MATTELD & STONER, MC, LAND SURVEYORS,
09/01/1981 LATITUDE/LONGITUDE

THESE DRAWINGS ARE PROPRIETARY IN NATURE AND RELAIN THE PROPERTY OF G. 4. SELETA AND SPRINT SPECTRUL. THEY ARE PRODUCED SOLEY FOR THE USE OF OUR CLUFF AND NAY NOT 3E REPRODUCED IN ANY FORM OR LOAMED WITHOUT PRIOP WRITTEN PERMISSION FROM G. M. SELBY & SPRINT SPECTRUL.

SITE LOCATION

	SITE: MIRAMAR WATER TANK
	ADDRESS: 6950 MIRAMAR PARKWAY
	COUNTY-STATE: BROWARD, FL.
	GMS#: S-100 STV#: MIA 7914
_	ENGINEER: G. ZADIKOFF, P.E. # 44206 FL.
	DRAFTER: E.G. DATE: 09/04/96

SPRINT SPECTRUM, I.p. REV.

G. M. SELBY & ASSOCIATES, Inc. 7400 8.W. BOTH TERROR, BUTH 702, MAN, P. 32105 TE. 1 3300 888-5775, PAX, 2300 888-5874

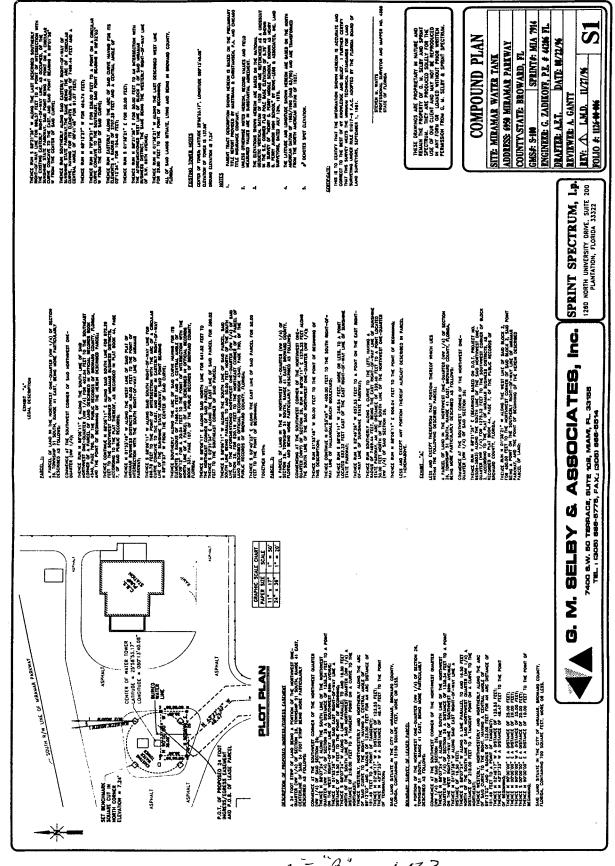
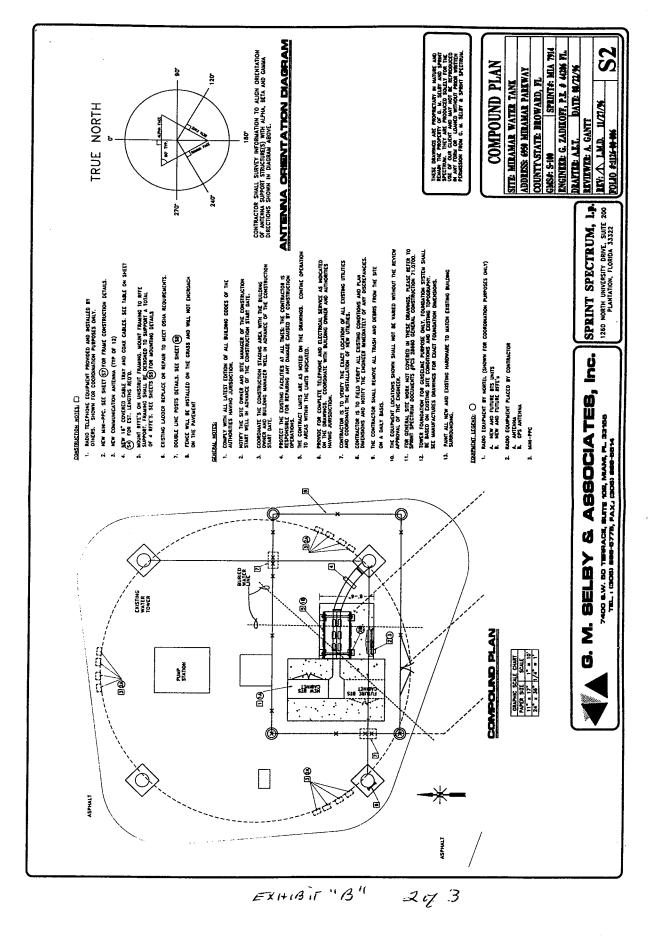


EXHIBIT B" 1973



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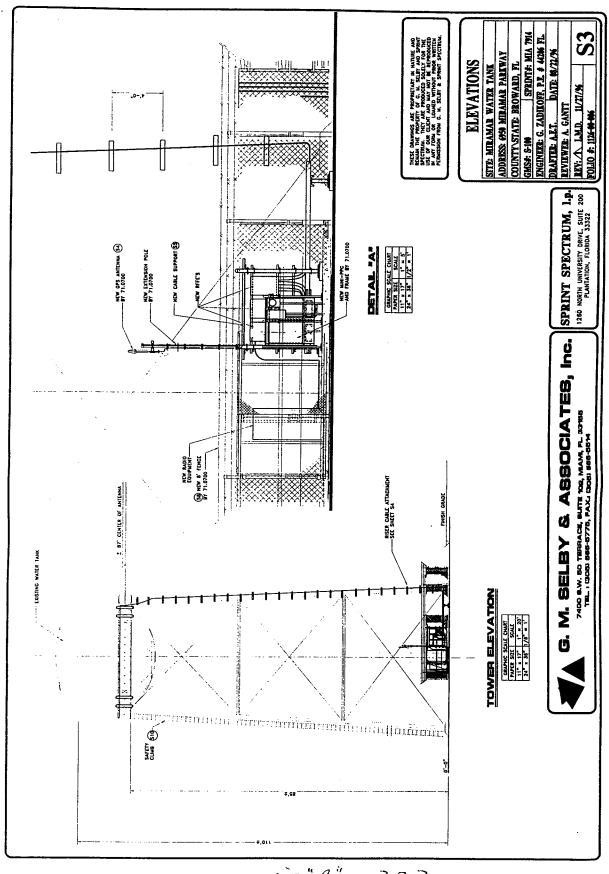
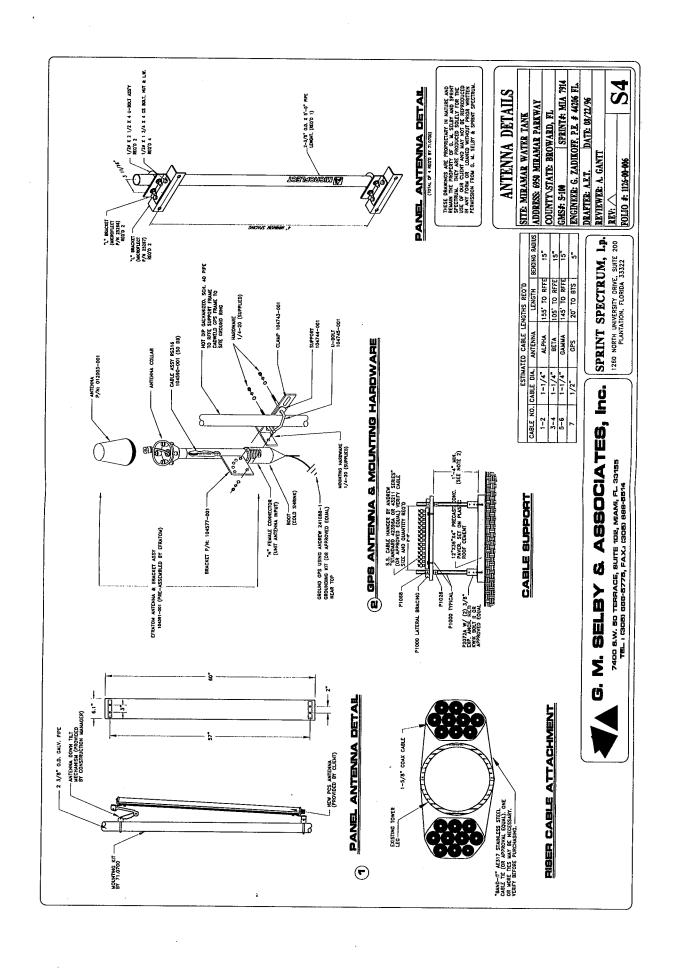
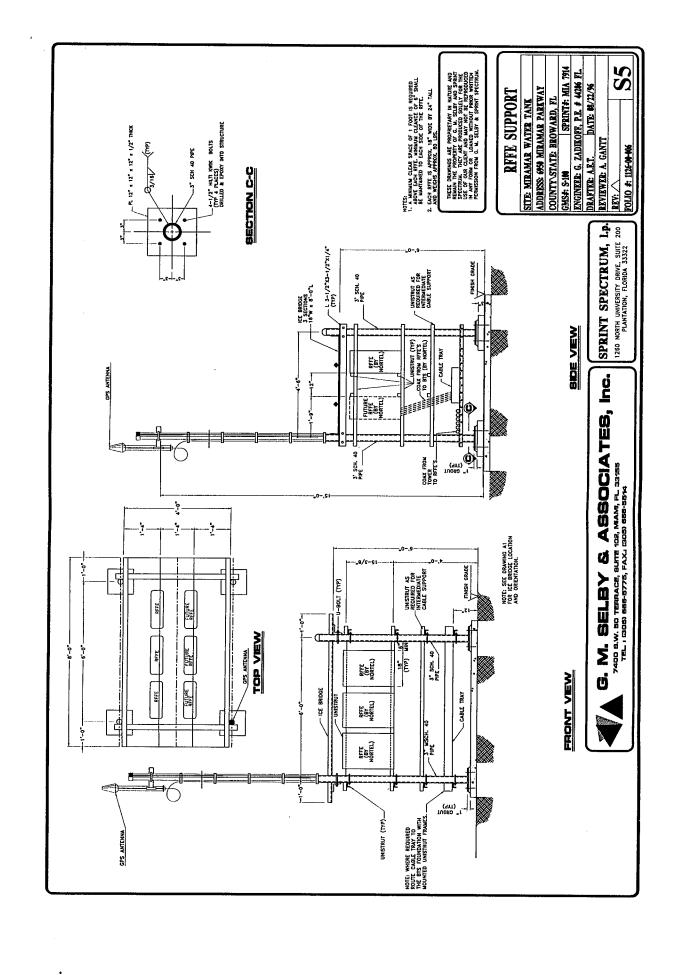


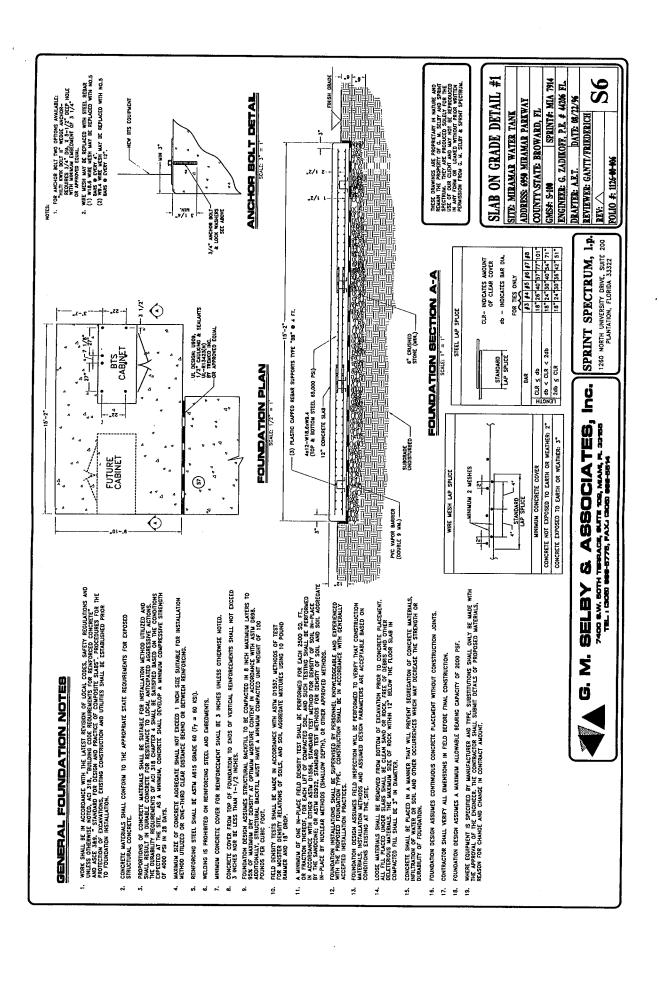
EXHIBIT "B" 373

SSLP city



ACORD CERTIFICATE OF LIABILIT				LITY INS	TY INSURANCE 04/01/99 DATE (MM/DD/YY) 04/01/98			
PROI	UCEF	71 Lockton Companies P.O. Box 419351		ONLY AN HOLDER.	D CONFERS N	UED AS A MATTER OF RIGHTS UPON TATE DOES NOT AME	OF IN HE ND,	FORMATION CERTIFICATE EXTEND OR
Kansas City Mo 64141-6351 (913) 676-9000			ALIEN III	ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. INSURERS AFFORDING COVERAGE				
INSURED 4256 SPRINT SPECTRUM L.P.			INSURER A:	INSURER A: CONTINENTAL CASUALTY CO. (A XV)				
4900 MAIN STREET								
		KANSAS CITY,		INSURER C:	INSURER C: **WORK COMP. COVERAGE NOT INSURER D: **APPLICABLE IN MONOPOLISTIC			
		COMPANY E: **	STATES	INSURER D:	**APPLICABLE	IN MUNUPULISTIC		
CO	/ER	AGES	9T	COMPANY E:	OMPANY E: **STATES			
A M	NY F AY F	REQUIREMENT, TERM OR COND PERTAIN, THE INSURANCE AFFO	BELOW HAVE BEEN ISSUED TO THE I DITION OF ANY CONTRACT OR OTHE ORDED BY THE POLICIES DESCRIBED IN MAY HAVE BEEN REDUCED BY PAID	ER DOCUMENT WIT HEREIN IS SUBJECT O CLAIMS.	H RESPECT TO WI TO ALL THE TERM	HICH THIS CERTIFICATE	MAY	BE ISSUED OR
INSR LTR		TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIM	ITS	
		ERAL LIABILITY				EACH OCCURRENCE	\$	1,000,000
Α	Х	COMMERCIAL GENERAL LIABILITY	GL 189146115	04/01/98	04/01/99	FIRE DAMAGE (Any one fire)	. \$	250,000
		CLAIMS MADE X OCCUR				MED EXP (Any one person). PERSONAL & ADV INJURY	\$	EXCLUDED 1,000,000
						GENERAL AGGREGATE	\$	1,000,000
	GEN	I'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	\$	5,000,000
		POLICY PRO- JECT LOC						
Α	ΑUT	OMOBILE LIABILITY ANY AUTO	BUA 189146132 (AOS)	04/01/98	04/01/99	COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
		ALL OWNED AUTOS SCHEDULED AUTOS	BUA 189146163 (TX)			BODILY INJURY (Per person)	\$	xxxxxxxxxx
	X	HIRED AUTOS NON-OWNED AUTOS				BODILY INJURY (Per accident)	\$	xxxxxxxxxx
						PROPERTY DAMAGE (Per accident)	\$	xxxxxxxxxx
	GAF	RAGE LIABILITY				AUTO ONLY - EA ACCIDENT		
		ANY AUTO	NOT APPLICABLE			OTHER THAN EA ACC		
	EXC	CESS LIABILITY				EACH OCCURRENCE	\$	xxxxxxxxxx
		OCCUR CLAIMS MADE	NOT APPLICABLE			AGGREGATE	\$	XXXXXXXXXX
					1		\$	
:		DEDUCTIBLE					\$	
		RETENTION \$				X WC STATU- OTH		
В		RKERS COMPENSATION AND PLOYERS' LIABILITY	WC 189146096**	04/01/98	04/01/99	X TORY LIMITS ER	\$	1,000,000
٥			NC 103140030	04701750	01,01,33	E.L. DISEASE - EA EMPLOYE	_	1,000,000
						E.L. DISEASE - POLICY LIMIT	- \$	1,000,000
	ОТІ	HER				,		
250		ION OF ODERATIONS !! OCATIONS A!S	HICLES/EXCLUSIONS ADDED BY ENDORSEMEN	NT/SDECIAL PROVISION	2			
						DACT DE.		
		•	AS RESPECTS LIABILITY COVERA LE CELLULAR TOWER SITES.	IGE, UNLI-AS RE	עטואבט פו כטאו	INACT RE:		
	· · · · ·	AND ILSTING OF 10551DE	LE CELEUEN TOWER STILES.					
L								
CE	RTIF		DITIONAL INSURED; INSURER LETTER:	CANCELLAT				
	153394				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION			
	CITY OF MIRAMAR CITY MGR'S OFFICE			i	DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL			
	ATTN: ROB FRANK				IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR			
	6700 MIRAMAR PARKWAY MIRAMAR FL 33023			REPRESENTATI	REPRESENTATIVES.			
	MIRAMAR FL 33023			AUTHORIZED RE	AUTHORIZED REPRESENTATIVE			
L_	ACOPD 25 S (7/97)			<u> </u>	AEORD CORPORATION 1988			
~	ACORD 25-S (7/97)					,		



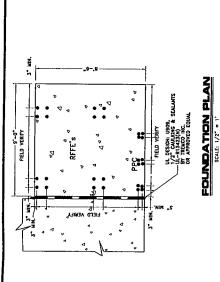


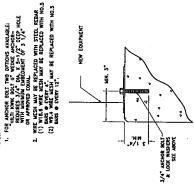
GENERAL FOUNDATION NOTES

- WORK SHALL SE IN ACCORDANCE WITH THE LATEST REVISION OF LOCAL, CODES, SAFETY REGULATIONS AND WINESS ONLINESSEE WORDS, ACT 318, SHOULDING CODE (ROUGHESHATS) COR REHOVEDCE DOUNGETTE. AND ACCE, 28-2, "SANDARD FOR DESIGN AND PACIFIC OF COLOROSIES SLAS", PROCEDURES FOR THE PROFESSION OF ECCANATIONS, EXISTING CONSTRUCTION AND UTILITIES SHALL BE ESTABLISHED PRIOR THE POSTURE SHALL BE ESTABLISHED PRIOR
- CONCRETE MATERIALS SHALL CONFORM TO THE APPROPRIATE STATE REQUIREMENTS FOR EXPOSED STRUCTURAL CONCRETE.

4

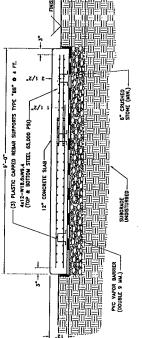
- SPACATIONS OF CONCRETE METRIALS SHALL BE SUITABLE FOR INSTALLATION METHOD UTILIZED AND SPACATIONS. THE DIMBELE CONCRETE TO RESISTANCIATIONS. TO USE UNIVERSITY RECONSTRUCTS. EXPLICITLY EXCURACING NO. ALC. 318 CAMPITS 4. SHALL BE SATISTED BASED ON THE CONDITIONS. EXPECTED AT THE STITE. ALC. A MINIMUM, CONCRETE SHALL DEPLIED A MINIMUM COMPRESSIVE STRENGTH OF A 200 MIN. ri
 - MAXINUM SIZE OF CONCRETE AGGREGATE SHALL NOT EXCEED I INCH SIZE SUITABLE FOR INSTALLATION WETHOD UTILIZED OR ONE—THIRD CLEAR DISTANCE BEHIND OR BETWEEN REINFORCING. ÷
 - REINFORCING STEEL SHALL BE ASTM A615 GRADE 60 (FY = 60 KSI).
 - WELDING IS PROHIBITED ON REINFORCING STEEL AND EMBEDMENTS.
- MINIMUM CONCRETE COVER FOR REINFORCEMENT SHALL BE 3 INCHES UNLESS OTHERWISE NOTED.
- CONCRETE COVER FROM TOP OF FOUNDATION TO ENDS OF VERTICAL REINFORCEMENTS SHALL NOT EXCEED 3 INCHES NOR BE LESS THAN 1-1/2 INCHES.
- 95X OF MANUAL DRY DESERY ASSERTING TRANSPORT BY BY ANY DRY TO BE COMPACTED IN B WHY MANUAL MAYERS TO 95X OF MANUAL DRY DESERVENT AT OPTIONALLY, STRUCTURAL BACKFILL MUST HAVE CONTROL IN ACCORDANCE WITH A SIN DESER. POUNDS FET OF 100 DRY WEIGHT OF 100 DRIVEN SER DRIVE FOOT.
- FIELD DENSITY IESTS SHALL BE MADE IN ACCORDANCE WITH ASTA D1557, METHODS OF TEST FOR MODSTER DENSITY RELATIONS OF SOILS, AND SOIL AGREGATE WIXTURES USING 10 POUND SAMARR AND 18" PROP. ö
- A ANNUAU OF ORE IN-PLACE FIELD DENSITY TEST SWALL BE PERFORMED FOR EACH 2500 SQ. FT., COMPACTED OIL, AND SUGH TESTING SMALL BE PERFONDED IN ACCORDANCE WITH CEITING SMALL OF STANDANCE THEN THE SMALL OF SOLI IN-PLACE THE THE SANDANGE, TO SQUI IN-PLACE THE SANDANGE, TO SQUI IN-PLACE THE PLACE SMALLOW DETAILS, OR DOIL AND SQUI AND SOLI AND SQUI AN Ë
 - FÜNDACION INSTALLTIONS SHALL BE SUPERVISED BY PERSONNEL KNOWLEDGEABLE, AND EXPERIENCED WITH THE PROPOSED POUNDATION THRE. CONSTRUCTION SHALL BE IN ACCORDANCE WITH GENERALLY ACCEPTED INSTALLIAND PRACTICES. 5
 - MUNICATION DESCAN ASSULES FIELD INSPECTION WILL BE PERFORMED TO VERITY THAT CONSTRUCTION MATCHOS, INSTALLATION WITHOUGH ANSOLMED DESIGN PARAMETERS ARE ACCEPTABLE BASED ON CONDITIONS EXISTING AT THE STITE. ī.
- LOOSE MATERIALS SHALL BE ŘEMOVED FROM BOTTOM OF EXCANATION PRIOR TO CONCRETE PLACEMENT. TELL PLACED UNDER SLASS SHALL BE CLEAN SAND OR ROCK, FREE OF DEBRIS AND OTHER DEL'ETROUS METERIALS. THE MAXIMUM SIZ OF ROCK WITHIN 12" BELOW THE FLOOR SLAS IN COMPACTED FILL SHALL BE 3" IN DAMETER. ž
- CONCRETE SHALL BE PLACED IN A MANNER THAT WILL PREVENT SEGREBATION OF CONCRETE MATERIALS, INSTITATION OF WAITE OR SOIL AND OTHER OCCURRENCES WHICH MAY DECREASE THE STRENGTH OR DIURABILITY OF FOUNDATION. 5.
- FOUNDATION DESIGN ASSUMES CONTINUOUS CONCRETE PLACEMENT WITHOUT CONSTRUCTION JOINTS. 16.
 - CONTRACTOR SHALL VERIFY ALL DIMENSIONS IN FIELD BEFORE FINAL CONSTRUCTION.
- FOUNDATION DESIGN ASSUMES A MAXIMUM ALLOWABLE BEARING CAPACITY OF 2000 PSF.
- WHERE COUNTEXT IS SPECIFED BY MANUFACTURER AND TIPE, SUBSTITUTIONS SHALL ONLY BE MADE WITH THE APPROVAL OF THE EMPORER. THE CONTRACTOR SHALL SUBMIT DETAILS OF PROPOSED MATERALES, TREASOR FOR CHARGE AND CHARGE IN CONTRACT ANDON'T.





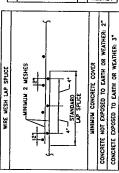
NOTES

ANCHOR BOLT DETAIL



FOUNDATION SECTION A-A

STEEL LAP SPLICE



CLR- INDICATES AMOUNT OF CLEAR COVER db - INDICATES BAR DIA.	FOR TIES ONLY	#3 #4 #5 #6 #7 #8	18"25"40"57"77"101"	18 24 30 40 54 71	18 24 30 36 42 51
STANDARD LAP SPLICE		BAR	H CLR ≤ db	db < CLR < 2db	⊒ 2db ≤ CLR

THESE DRAWINGS ARE PROPRIETARY IN NATURE.
SECTIVIL. THEY ARE PRODUCED SOLLY FOR
SPECTRUM. THEY ARE PRODUCED SOLLY FOR
IN ANY FORM AND HOW REPRODU
FRANSSION FROM G. M. SELEY & SPRINT SPEC

SLAB ON GRADE

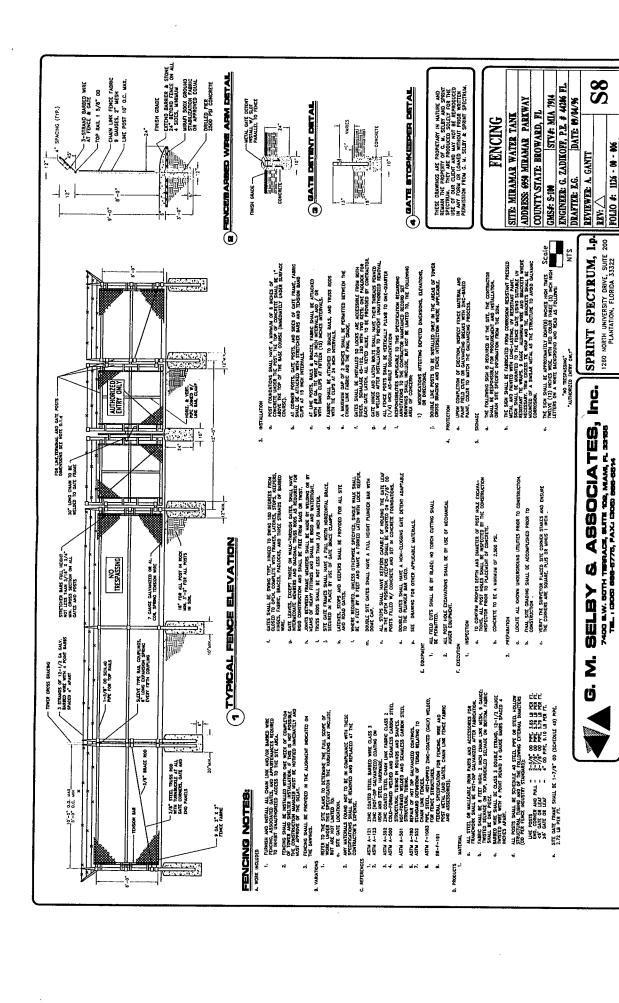
SPRINT # MIA 7914 ENGINEER: G. ZADIKOFF, P.E. # 44206 FL. ADDRESS: 6950 MIRAMAR PARKWAY COUNTY STATE: BROWARD, FL. SITE: MIRAMAR WATER TANK GMS#: S-100

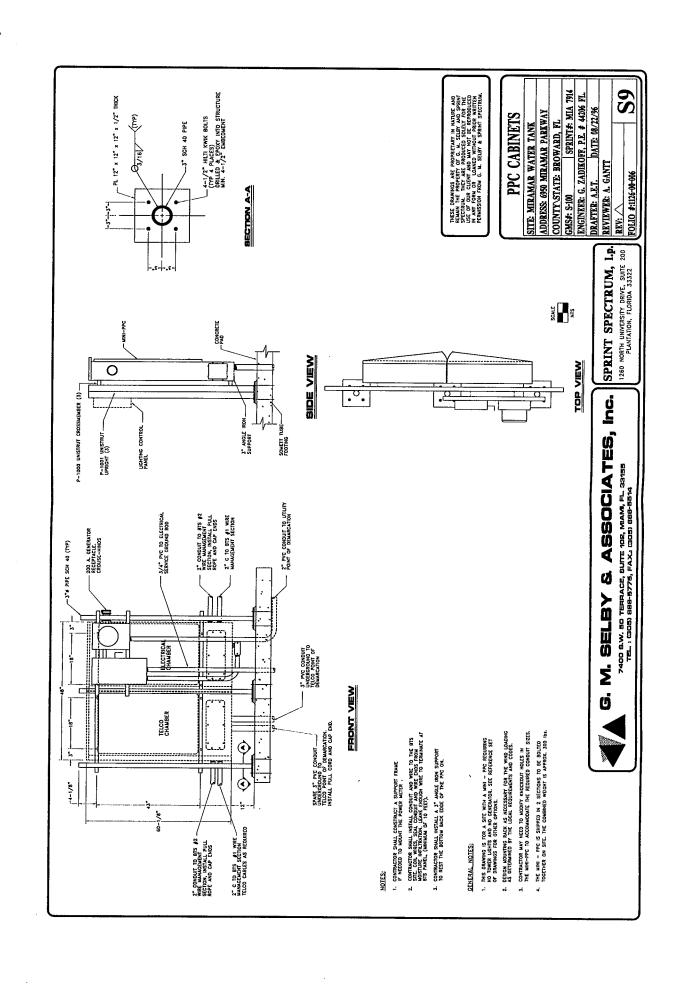
S7 DATE: 08/22/96 DRAFTER: RG DATE: 64/22
REVIEWER:AGANTT/FRIEDRICH REV: \$\triangle 1126 \cdot 00 \cdot 006

G. M. SELBY & ASSOCIATES, Inc.

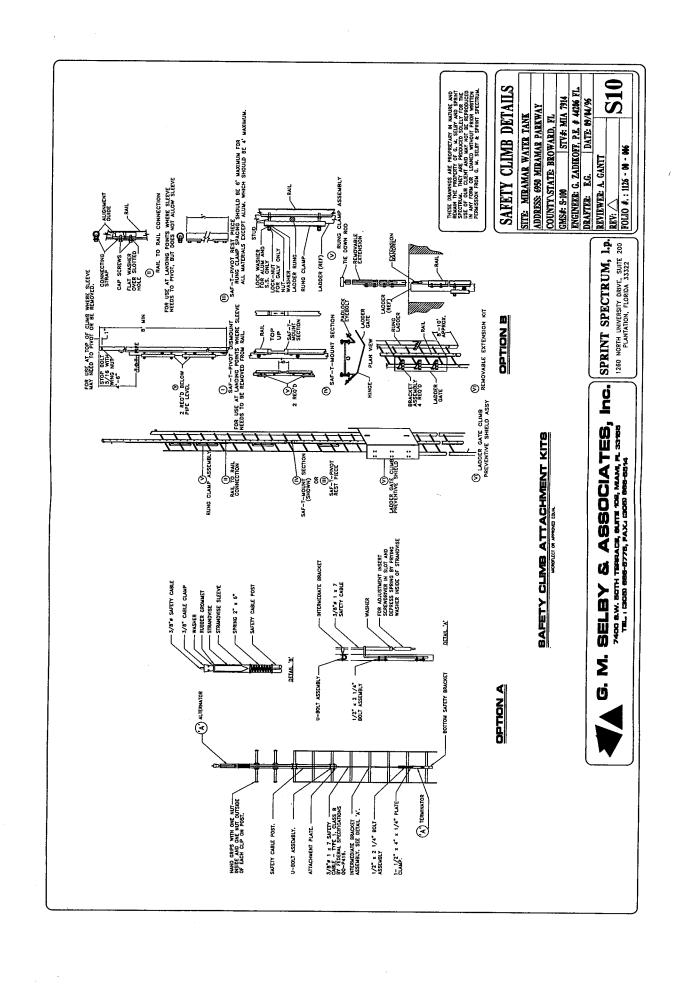
7400 B.W. BOTH TERRACE, BUTE 108, MAM, P. 33785 TEL. 1 (200) 688-5775, FAX. (200) 686-5514

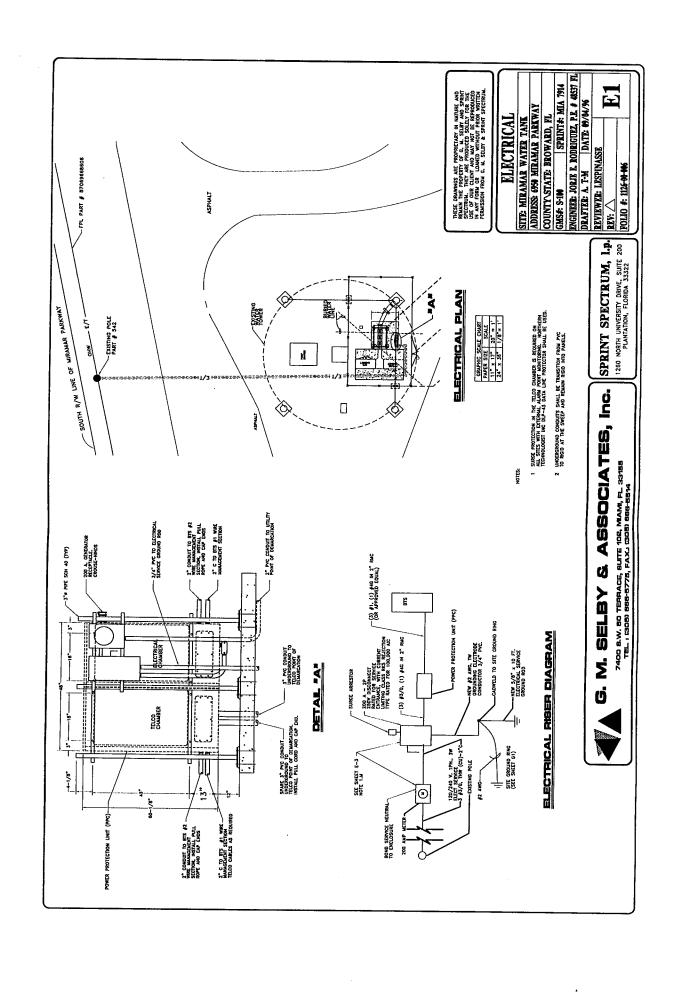
SPRINT SPECTRUM, 1.p. 1260 NORTH UNIVERSITY DRIVE, SUITE 200 PLANTATION, FLORIDA 33322





THE TO TOO DESCRIPTION AND DESCRIPTION OF THE GRADULATED, THUS





120/240 V. 1PH.	POWER PR DISTRIBI	POWER PROTECTION UNIT	M.C.B. 200 AMP 25,000 RMS
DESCRIPTION	C/B TRIP	CONDUCTOR	
BTS #1	2P-100	(3) #1 (1) #4 GROUND	12720
BTS #2	2P-100	(3) #1 (1) #4 GROUND	12720
GFCI RECEPTACLE	1P-20	(2) #12 (1) #12 GROUND	1920
ENVIRONMENTAL CONTROL FAN IN TELCO PANEL	1P-20	(2) #12 (1) #12 GROUND	120
		TOTAL	27480 VA 114.5 A.

THESE DRAWINGS ARE PROPRIETARY IN NATURE AND RELAIN THE PROPERTY OF G. 4. SELET AND STRING SPECTRUM. THEY ARE PRODUCED SOLETY FOR THE USE OF OUR CLIENT AND MAY THON BE REPRODUCED IN ANY FORM OR LOAMED WITHOUT PROP WATTER PERMISSION FROM G. 4. SELBY & SPRINT SPECTRUM.

SITE MIRAMAR WATER TANK
ADDRESS 699 MIRAMAR PARRWAY
COUNTY-STATE BROWARD, FL.
GMS4: 5-100
ENGINEER. 1. E. RODRIGUEZ, P. E. \$ 4837 FL.
DRAFTER. A. T-M. DATE. 67,44/56 ELECTRICAL PANEL REVIEWER: R. LESPINASSE
REV: A
FOLIO #: 1126-04-006

SPRINT SPECTRUM, I.p. 1260 NORTH UNIVERSITY DRIVE, SUITE 200 PLANTATION, FLORIDA 33322

G. M. SELBY & ASSOCIATES, Inc. 7400 8.W. SOTH TERRACE, BUTE 102, MAN, P. 33188
TE. 1 (300) 666-5775, FAX. (300) 668-5514

ELECTRICAL NOTES

A. CONTRACTOR SYALL PROYDE ALL LABOR, MATERIALS, INSURANCE, COPINEMENT, INSURALATION, CONSTRUCTION TOOLS, TRANSPORTATION, ETC. FOR A COLDICITE AND PROPERTY OFFRAING SYSTEM ENERGIZED TRANSCHOOLD AS INDICALIZE ON DRAWNICS, AS SPECIFIED HEREIN AND/OR AS OPPERMINE.

3. CONTRACTOR TO COORDINATE WITH UTILITY COMPANY FOR CONNECTION OF EMPORARY AND PERMANENT POWER TO THE SITE, THE TEMPORARY OWER AND ALL HOOKUP COSTS TO BE PAID BY CONTRACTOR.

.: CONTRACTOR SHALL OBTAIN ALL NECESSARY BUILDING PERUITS, NOFFECTIONS AND APPROVALS, AND PAY ALL REQUIRED FEES PURSUANT TO HE WORK.

O. ALL WORK SHALL BE IN STRICT ACCORDANCE WITH THE 1996 NATIONAL ELECTRICAL CODE AND ANY APPLICABLE LOCAL CODES. ALL COMPONENTS SHALL BE ULL APPROVED. CONTRACTOR SHALL BEFORE SUBMITHE HIS BIO, WIST THE SITE OF THE TOLECT AND ECCOUR FAMILIAR WITH THE COMPITIONS, NO ALLOWANCE WILL BE "LIME OF THE CONTRACTOR TO STATEMENT ON THE CONTRACTOR TO STATEMENT OF THE STATEMENT OF THE CONTRACTOR TO STATEMENT OF THE STATE

F. EXACT LOCATION OF ALL EQUIPMENT SHALL BE COORDINATED WITH OWNER AND OTHER TRADES.

G. COMPACTOR SHALL PROVIDE ALL VERIFCATION OBSERVATION TESTS AND EXAMEL ALL WORK PRIOR TO OBSERVATION THE LECENSEL COUPLENT AND THE LATENAL CONSTRUCTION. CONTRACTOR SHALL ISSUE A WESTER HOTTOR OF ALL PROMOST OF THE ACCOUNTAGE AND THE CYCLYROHERE LESTING ALL MALLENDENDAS, ALCUTY COUPLING AND DESCREVANCIES.

** H. AL WITERLAND OF COMPANIE OF THE GENERAL BY HE WAS A STANDARD WHEN WESTLESS AND COMPANIE OF THE GEST GRACE WAS GROUND OF COMPANIE OF THE GEST GRACE WAS GROUND OF COMPANIE OF THE CONTINUES ASSET AND ALL WITER WAS A STANDARD OF THE COMPANIE OF THE CORDINARY WITERLAND OF THE COMPANIE OF THE COMPANIE

I, WHERE EQUIPMENT IS SPECIFIED BY MANUFACTURER AND TYPE, STATIOTICAL SHALL, ONLY BE ALADE WITH HER APPROVAL OF THE ENGINEER. THE CONTRACTOR SHALL SUBBRIT DEFIALS OF PROPOSED MATERIALS, REASON FOR CHANGE IN CONTRACT MADDINE.

J. EACH CONDUCTOR OF EVERY SYSTEM SHALL BE PERMANENTY LABEED
THE WORNED PLASTIC LABELS FOR EACH PANELBOARD, PULLBOX, J-BOX,
SWITCH BOX, ETC. IN COMPLANCE WITH OCCUPATIONAL SAFETY AND HEALTH
ACT (0SHA).

K. THESE PLANS ARE DIAGRAMMATIC ONLY AND ARE TO BE FOLLOWED AS CLOSELY AS POSSIBLE.

L LIGHTNING ARRESTOR (JOSLYN 1265-65) IS TO BE CONNECTED ON THE LOAD SIDE OF THE MAIN DISCONNECT.

W. THE NEUTRAL IS TO BE GROUNDED AT THE SAFETY SWITCH MAIN DISCONECT PAMEL DNIY. AT ALL OTHER POINTS IN THE DISTRIBUTION SYSTEM IT IS TO RELAUN HISULATED FROM YALL OTHER GROUNDS. (UNLESS OTHERWISE

THE TEMPERATURE RATING ASSOCIATED WITH THE AMPACITY OF A CONDUCTOR SHALL SO SELECTED AND COORDINATED AS TO NOT EXCERD THE LOWEST THEYEATURE RATING ANY CONNECTED AND EXPORTS. RETRE TO TABLE A

O. A GROUNDING CONDUCTOR SHALL, NOT BE RINH FROM THE WITTER SOCKET TO GROUND OF THE PROBLEM THE RETEX SOCKET ON TEMBRATION COMPARTHENT IN GOING FROM THE CUSTOMER'S MANH SERVICE STRONE OF PROVINECT MEANS TO GROUND, UNLESS A SEPARATE PACEMAY IS

. ALL ENCLOSURES CONTAINING THE SERVICE CONDUCTORS-SERVICE MACEMY. AZER AND BOXES, FITTINGS, CABINETS-MUST BE CENTELY BOXDED TOGETHER.

CONCRETE SHALL SE USED WHEN CONDUIT IS INSTALLED IN OR UNDER CONCRETE SLASS, IN CONCRETINITY THE EDITH, HONGE MEBBIC ROLANATS, IN LASTONEY WALLS OR EXPOSED ON BUILDING EXTERIOR, RIGID CONDUIT IN PROJECT WITH JUNIS WAAPPED WITH HUNTS WAAPPED WAAPPED WITH HUNTS WAAPPED WA

40 ALL MESSEGONO SOURCE BY EVE SCHEDULE OF WITH BY BLOOM (MINES NOTED ON THE BLOOM SOURCE OF THE BLOOM SOURCE OF THE ELECTRICAL CONTACTOR TO NOTIFY THE DRIESE NOTIFIES OF THE BLOOM SOURCE OF THE BLOOM SEGONO TO THE STATE OF THE SOURCE OF THE STATE OF THE SOURCE OF THE STATE OF

A, ALL CIRCUIT BREAKERS, FUSICS, CONDUCTORS AND ELECTRICAL EQUIPMENT SHALL HAVE AN INTERRUPTING SHORT CIRCUIT TO WHICH THEY MAY BE SUBJECTED AND A MINIMUM OF 22,000 AIC RATING UNILSS SPECIFED OTHERWISE,

8. PLASTIC PLATES FOR ALL SWITCHES, RECEPTACLES, TELEPHONE AND BLANKED OUTLETS SWALL HAVE ENGANCED LETTERING WHERE INDICATED ON THE DRAWNEY, SALKHERPROOF RECEPTACLES SWALL HAVE STERRA, "WPD 6" LIST COMPREATES.

METER SOCKET AMPERACE, VOLTAGE AND NUMBER OF PHASES SHALL BE AS FITED ON THE DRAWINGS AND AMANUFACTURED BY SQUARE "0" COMPANY AM APROVED COULD.

D. RICHO CALVANIZED STEEL CONDUIT. STEEL CONDUIT, COUPLINGS AND ELBOWS SALL. ER HOL—TO PALVANIZED ROID MID. STEEL IN ACCORDANGE WITH ASS CEEL AND U. E. THE CONDUIT RISEROR AND EXTEROR SUBFACES SHALL WARY A CONTUNIOUS HOT—TO CALVANIZED CONTURE WITH A TRANSPARENT OFFICIAL OF DANAEL, LACUREN, OR ZINC CHROWITE, RICHO STEEL CONDUIT SHALL BE AS MANUFACTURED BY TRANSPER EDUAL.

E. PLASTIC CORDUIT. PLASTIC CORDUIT SHALL BE SCHEDULE 40, HIGH HEACT, POTYWHYT. CHACRBE AND SHALL BE USED WHY HOMPROADED SOUVER! CERENT TYPE FLASTIC CORDUIT FITHINGS. CORDUIT SHALL HAVE A CENTER STOR PASSIVE PROFESS SALLHYS, CORDUIT SHALL BE MANUFACTURED BY CHACOR OF ACCEPTABLE EQUAL.

F. WETAL CONDUIT TITINGS, ALL WETAL CONDUIT FITTINGS SHALL CONTOBAL TO THE REQUESTRENS OF A SHALL GENERAL STANDARDS APPLY, GALVANIZED STEEL TITINGS SHALL BE USED WITH STEEL CONDUIT, ZINC COATED STEEL FITTINGS SHALL BE USED WITH STEEL CONDUIT, ZINC COATED STEEL FITTINGS, SHALL BE USED WITH STEEL CONDUIT, ZINC COATED STEEL FITTINGS, SHALL BE USED WITH STEEL COAD

G. BUSHINGS, INSULATED BUSHINGS WITH INSULATING INSERTS IN METAL, HOUSINGS SHALL BE PROVIDED FOR THE ITEMANITON OF ALL CORBOUT NOT TEMANITO. IN HUSE AND COUPLINGS, GROUNDING PIPE INSULATED BUSHINGS SHALL BE REPORTED FOR ALL COMPUT CONTAMEND FOR EXPLICITION BUSHINGS BUSHING SHALL BE GLAVARIZED FOR STEEL CONDUIT AND ALLIMINUM FOR ALLIMINUM COMPUT. BUSHINGS SHALL BE 0-Z/GENRT OR ACCEPTINGS FOR

H. LOCKUITS, ONE INTERIOR AND ONE EXTEROR LOCKUIT SHALL BE PROVBED TOWN ALL CONDUIT TREMANCIONS AND PROVIDED WITH PREALEDS HESS AND CONTINUES, LOCKUITS SHALL BE DESCHED TO SECURELY BROW THE CONDUIT TO THE BOWN THAT THEIR TOWN TO SHALL BE SO CONSTRUCTED THAT THEIR WILL NOT BE LOCKUITS SHALL BE SO CONSTRUCTED THAT THEIR WILL NOT BE LOCKUITS SHALL BE SO CONSTRUCTED THAT THEIR WILL NOT

I. UNIONS, CONDUIT UNIONS SHALL BE 0-Z/GEONEY THREE-PIECE COUPLINGS OR ACCEPTABLE EQUAL

1. CORDIT CLAMPS, CONDITS IN SMELL SHIP OR GARDONS OF TWO SHALL ENG OR GARDON OF THE OWN OF CLAMPS AND CLAMP-SHOCK TERRORS SHALL ENG THE COMPUTS THAT CLAMPS AND CLAMP-SHOCK TERRORS SUPPORT CHANNELS CHANNEL SECONDIST SHALL SHOW CHANNELS SHOWED STEEL MOTOR ACCOUNTS WHITE COMPUTS SHALL SHOWED CHANNELS SHOWED CHANNELS COMPUT SHALL SHOWED CHANNELS SHOWED CHANNELS SHOWED CHANNELS SHOWED SHALL SHOWED CHANNELS SHOWED SHALL SHOWED CHANNELS SHOWED SHALL SHALL SHOWED SHALL SHOWED SHALL SHOWED SHALL SHALL

K. COUPLINGS AND UNIONS, METAL CONDUIT SHALL BE JOINED BY THREADED CONDUIT COUPLINGS WITH THE CONDUIT ENDS BUTTED, THE USE OF RUNNING THREADS WILL NOT BE PERMITTED.

CONCEINOR TO BOTHER, AND CHRISTICS CONDUIT SHALL SECREDAL PASTRIED TO ALL THE BOX TO ALLOW BEXESS AND CHRISTICS THE CHRISTICS TH

M. SPACIGO AND ATLACAMENT OF SUPPORTS, CACEPT WHERE BURED IN CONCRETE, ALL SHARES THE REGISTERS SHAPERED. SELFCH CONDICT SHALE STANDARD WHINH I FORD OF JUNCTION BOXES AND TITINGS, SUPPORT SACING ALMS COMOUN RUNS SHALL BE AS TOLLOWS:

CONDUIT SIZE

MAXIMUM DISTANCE BETWEEN SUPPORTS

CONDUITS CLAMPS SHALL BE BOLTED TO BUILDING STEEL USING DRILLED AND TAPPED SCREW HOLES, STAPPOST CHAMPILS FOR PIRET OR MANKE CONDUITS SHALL BE WELDED TO BUILDING STEEL OR BOLTED USING ORILLED. AND TAPPED SORTH MOLES, 1/2 INCH THROUGH 1-1/4 INCH 1-1/2 INCH AND LARGER

SPRINT SPECTRUM, 1.p. 1260 NORTH UNIVERSITY DRIVE, SUITE 200 PLANTATION, FLORIDA 33322

Scope of work.
 Alte contractor shall provide all electrical wring and equipalint unless otherwise indicated. Main components are as follows:

2. PRODOT ELECTRICAL SENGE, AS INCALTED ON THE DOADMICS.
2. PROTOTE TELEPHONE CONCULT WITH PALL WIRE, AND CATEGORY AND OIL DOADMICS.
3. COORDINATE ELECTRICAL SENGER WITH LOCAL PRINTE COUNTY.
5. INSTALL WARE AND CONDUIT AS INCALTED, PROVIDE CARE SUPPORTS AS INFORMS OF CONCULT AS INCALLED.

B. ONE SET OF COMPLETE ELECTRICAL."AS INSTALLED" DRAWINGS AT THE COURTEINON OF THE ALS SHOWING NEXTLAD, DURINGSHOSS, AND CHECKES, AND CHECKES, AND CHECKES, AND SHOWING TO CLICKE, ALL BE RECORDED TO CLICKE, ALL BE THREED OVER TO CLICKES, SHALL BE THREED OVER TO CLICKES AT JOB COMPLETION.

C. PATCH, REPAIR AND PAINT ANY AREA THAT HAS BEEN DAMAGED IN THE COURSE OF ELECTRICAL WORK.

O. UPON COMPLETON OF WORK, COMBUIT CONTINUITY, SHORT CIRCUIT, AND GROUNDING FALL DETENTINITETY MET WAS TO A LEAPONAL SUBMIT TEST REPORTS TO CLIENT, CLEAN PREMISES OF ALL DEBRIS RESULTING FROM WORK AND LEAVE IN A COMPLETE AND UNDAMAGED CONDITION.

E. THE COMPLETE JOB SYALL BE GAUGAMITED FOR A PERIOD OF DAKE (1) YEAR ATTER HE BLOCKFOWLER TO ELERT, ANY WORK MATERAL OR EQUIPMENT FOUND TO BE FAULTY OURHER THAT PERIOD SHALL BE CORRECTED. AND CHC., UPCH WRITTEN NOTIFICATION, AND AT THE EPPENSE OF THE CONTRACTOR.

TABLE A

TERMINATION RATING	RATING	CONDUCTOR INSULATION RATING	LATION RATING
	ວ ູ09	75°C	30c
و 0 د	ЭĶ	OK AT 60°C AMPACITY	OK AT 50°C AMPLICITY
75°C	웃	ЖО	OK AT 75°C AMPACTY
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THESE DRAWINGS ARE PROPRIETARY IN NATURE AND RELAM HE PROPERTY OF G. J. ELEIF AND SPRINT SPECTRUL. HEY ARE PRODUCED SOLELY FOR THE USE OF OUR CLIEFT AND NAY TON OF REPRODUCED IN ANY FORM OR LOAMED WITHOUT PROP WRITTEN PERMISSION FROM G. M. SELBY & SPRINT SPECTRUL.

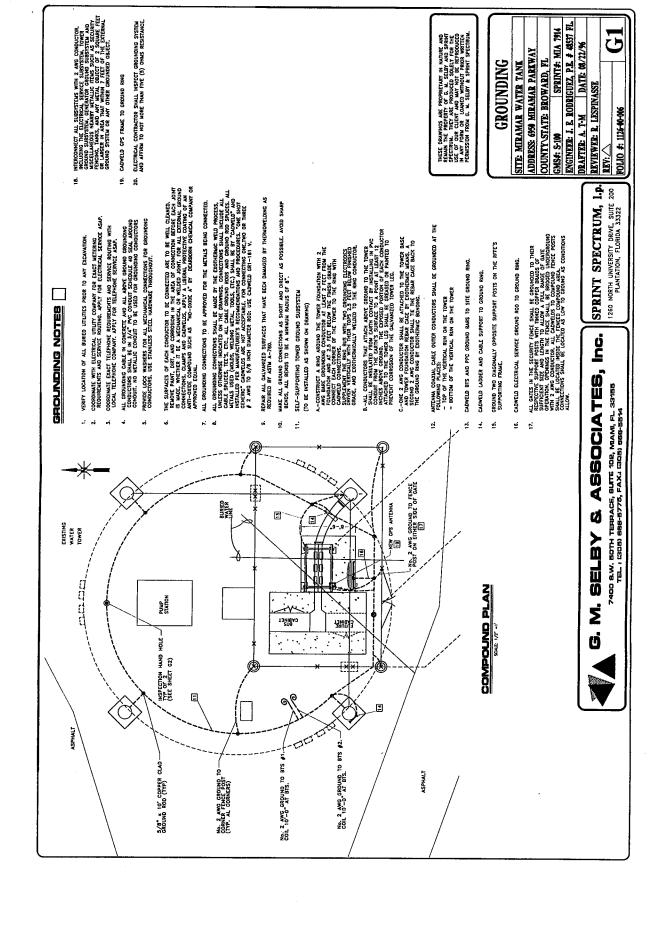
ELECTRICAL NOTES

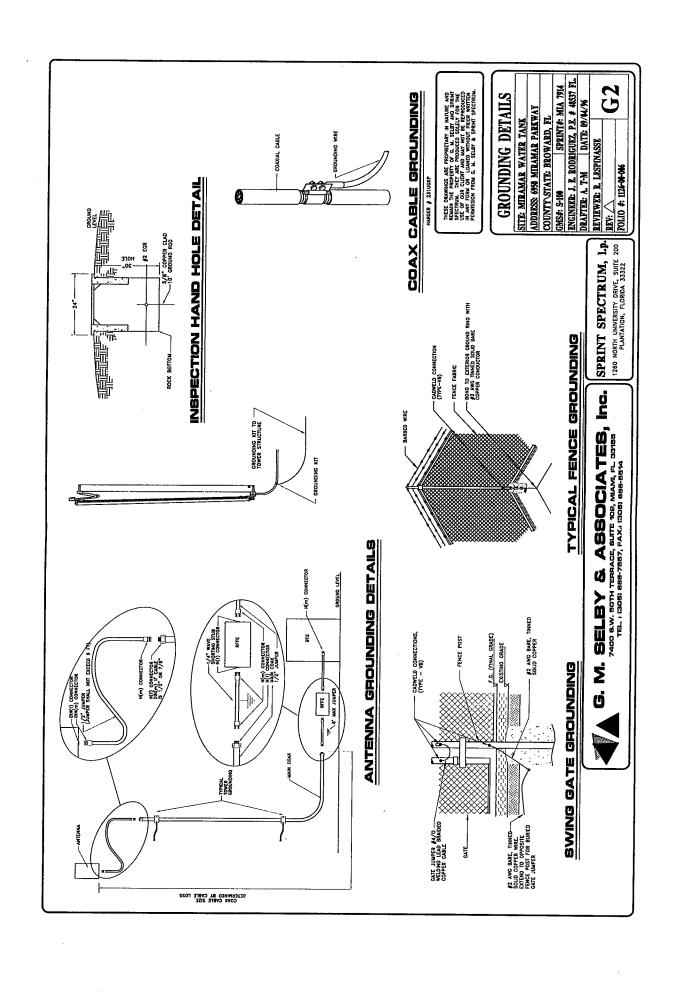
ENGINEER: J. E. RODRIGUEZ, P.E. # 48537 FL. SPRINT#: MIA 7914 DRAFTER: A. T-M DATE: 09/04/96 ADDRESS: 6950 MIRAMAR PARKWAY SITE: MIRAMAR WATER TOWER COUNTY\STATE: BROWARD, FL GMS#: S-100

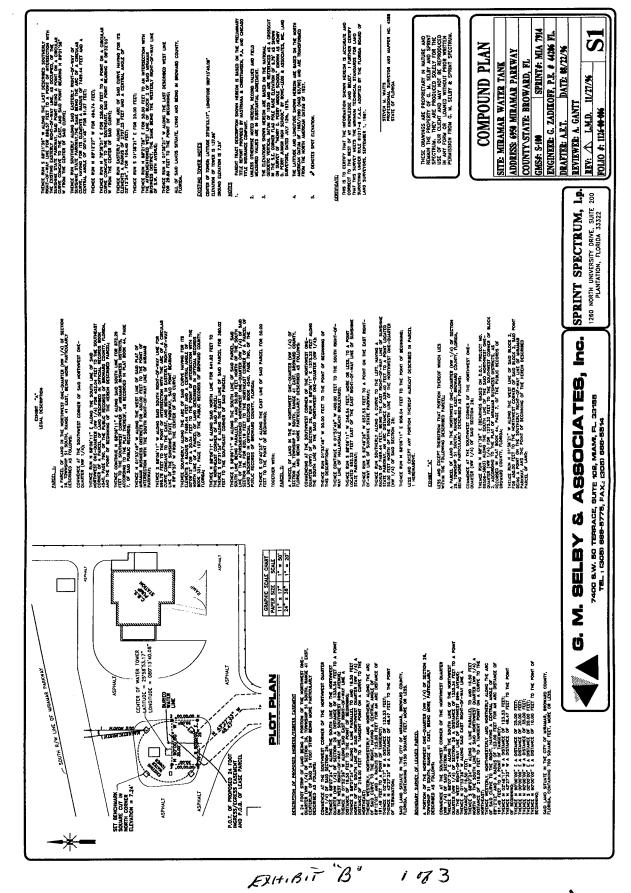
REVIEWER: R. LESPINASSE REV:

E3 FOLIO #: 1126-40-006

G. M. SELBY & ASSOCIATES, Inc. 7400 B.W. 5011 15914CE, SUITE 102, MAM, FL 33165 152.1, FAX. 12021 685-587, FAX. 12021 685-6874

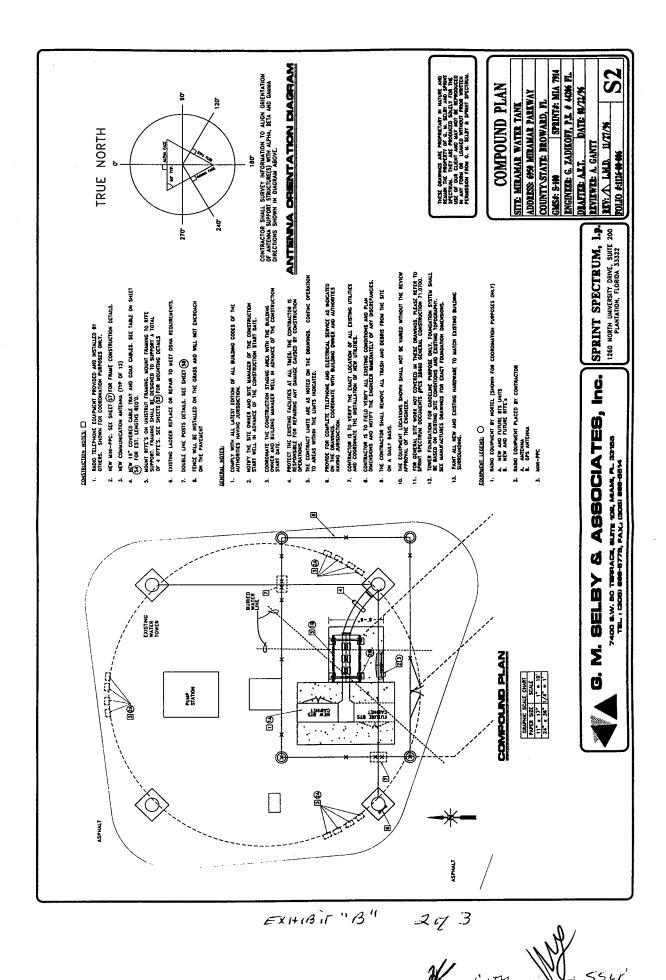






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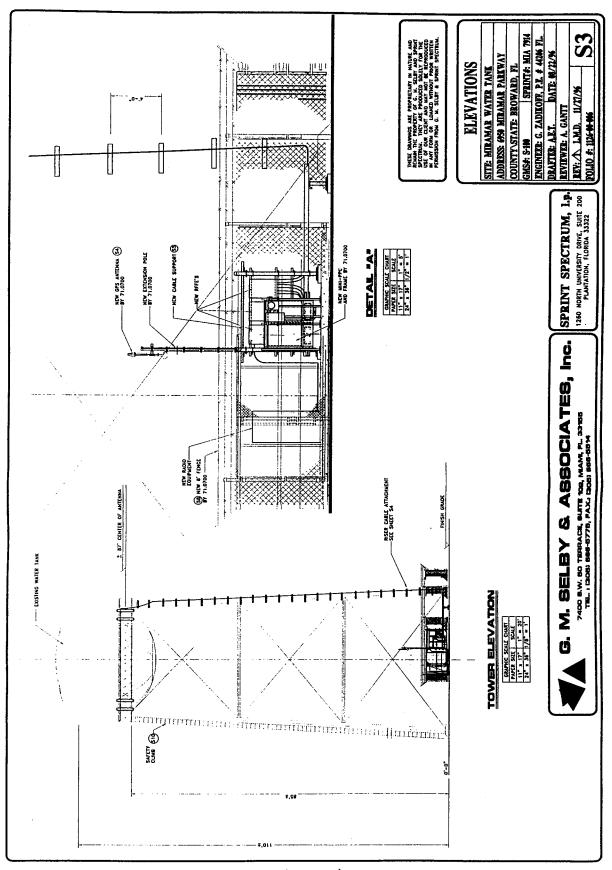


EXHIBIT "B" 373

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Site Name: Miramar Water Tower Site No: MI03XC070

AMENDMENT TO NON-EXCLUSIVE LICENSE AGREEMENT

This Amendment to the Non-Exclusive License Agreement ("Amendment") dated December 13, 1996, is hereby made this <u>12</u> day of <u>Marcl</u> 2007, by and between the CITY OF MIRAMAR ("City") and SPRINT SPECTRUM REALTY COMPANY, L.P., a Delaware limited partnership successor-in-interest to Sprint Spectrum L.P., a Delaware limited partnership ("Licensee").

WHEREAS, the City and Licensee entered into a NON-EXCLUSIVE LICENSE AGREEMENT executed by the City on December 13, 1996 ("Agreement") for the placement of Licensee's communications facilities on the City's Water Tower and supporting ground equipment on City-owned property located at 6950 Miramar Parkway in Broward County, Florida (the "Licensed Premises"); and

WHEREAS, Licensee desires to continue placement of its permanent facilities and equipment ("Licensee's Facilities") together with a right-of-way thereto, and construct, maintain and operate a diesel generator and uses incidental thereto, on the Licensed Premises, as more specifically described in, and substantially shown on the supplement to, Exhibit "B" attached hereto; and

WHEREAS, in consideration for the Licensee's continued placement of Licensee's Facilities and to construct, maintain and operate a diesel generator on the Licensed Premises, Licensee and City agree to increase the annual rental payment to the City for placement of said generator; and

WHEREAS, the City Commission deems it to be in the best interests of the citizens and residents of the City to grant this Amendment for the construction, maintenance and operation of a diesel generator on the Licensed Premises, subject to the remaining terms and conditions of the original Agreement.

NOW THEREFORE, in consideration of the foregoing premises, and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the parties hereto intending to be legally bound, hereby agree to amend the Agreement as follows:

- 1. <u>Recitals.</u> The above recitals are true and correct and are incorporated herein by reference.
- 2. Generator. The Agreement is amended to reflect the parties' agreement regarding the placement of a diesel generator on the Licensed Premises, so as to allow emergency power in the case of a commercial power outage. The generator shall be installed only after a permit is issued by the necessary governmental/local entities having jurisdiction and must comply with all applicable federal, state and local codes, as amended. City may adopt reasonable guidelines for generators, which Licensee shall comply with at all times. Licensee shall not be permitted to maintain supplemental freestanding fuel storage tanks (except for temporary fuel tanks for the generator as described herein) within the Licensed Premises. The generator may only be used for

Site Name: Miramar Water Tower Site No: MI03XC070

testing and maintenance or if there is a power outage, and is for the exclusive use of Sprint and Nextel, but, if excess capacity exists, may also be used by the City for the provision of public water utility services, operation of its communications facilities or other electrical components from the Water Tower upon Licensee's approval, which shall not be unreasonably withheld or delayed.

3. Rent. In addition to the annual license fee payment that Licensee is required to pay the City under the 1996 Non-Exclusive License Agreement, the rent described herein relates to the annual payment required for the placement of Licensee's diesel generator on the Licensed Premises, which shall be Three Thousand, Six Hundred Dollars (\$3,600.00) per year ("Additional Rent") plus applicable sales tax, if any, to be paid by Licensee to the City on the first (1st) day of the month following the date Licensee installs a generator or thirty (30) days after all required permits are issued by the necessary governmental/local entities having jurisdiction whichever occurs first ("Commencement Date"), and will follow the same sequence of term renewals and rent increases in accordance with the 1996 Non-Exclusive License Agreement.

4. <u>Maintenance.</u>

- Premises is the provision of public water utility services and that from time to time, City may need to perform maintenance on the Water Tank or on the ground space adjacent to the Water Tank, which may interfere with Licensee's operations. In the event City determines it needs to make repairs to the Water Tank, i) City shall provide at least 30 days prior written notice to Licensee, ii) Licensee, at Licensee's sole cost and expense, shall temporarily discontinue the use of the Licensee Facilities and/or remove and relocate Licensee Facilities as may be necessary to accommodate the repairs by City, and (iii) in the event Licensee Facilities located on the Licensed Premises must be temporarily relocated. Licensee, subject to the City's prior written consent, will have the right to use a temporary transmission site or cell-on-wheels on City-owned property at a location sufficient to meet Licensee's coverage or engineering needs. Licensee shall continue to pay all rent due to City as required herein during such relocation period.
- (b) If Licensee fails to move, relocate or remove any of Licensee's Facilities as specified in paragraph 4(a), the City, after the thirty (30) day notice period above, may move, relocate or remove Licensee's Facilities and any sum or money so expended by City in connection with such relocation, including reasonable attorney's fees, shall be deemed additional rent and shall be due from the Licensee to the City on the first day of the month following the incurring of the respective expenses.
- 5. <u>Site Plan</u>. The Agreement is hereby amended to include the new Exhibit identified as "Supplement to Exhibit B", attached hereto, which identifies the Site Plan for the continued placement of Licensee's permanent equipment and construction, maintenance and operation of a generator on the Licensed Premises.

Site Name: Miramar Water Tower Site No: MI03XC070

6. <u>Amendment</u>. All other terms and conditions of the original Agreement shall remain in full force and effect. To the extent that any term or condition of this Amendment may conflict with the Agreement, the language of this Amendment shall control.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment to the Agreement on the respective dates under each signature. The City of Miramar, signing by and through its City Manager, and Licensee, signing by and through its Area Manager Site Development, attested to (or witnessed) and duly authorized to execute same.

CITY OF MIRAMAR, FLORIDA

By: _	4 (at Chel)
KON.	Robert Payton, City Manager

ATTEST:

By: M.M. Land
Yvette McCleary, CMC, City Clerk

APPROVED AS TO LEGAL SUFFICIENCY

WEISS SEROTWHELFMAN

PASTORIZA COLE & BONISKE, P.A.

City Attorney

AGREED TO AND ACCEPTED BY SPRINT SPECTRUM REALTY COMPANY, L.P., a Delaware Limited Partnership

Name: <u>David Wong</u>

Title: Area Manager Site Development

Witnesses:

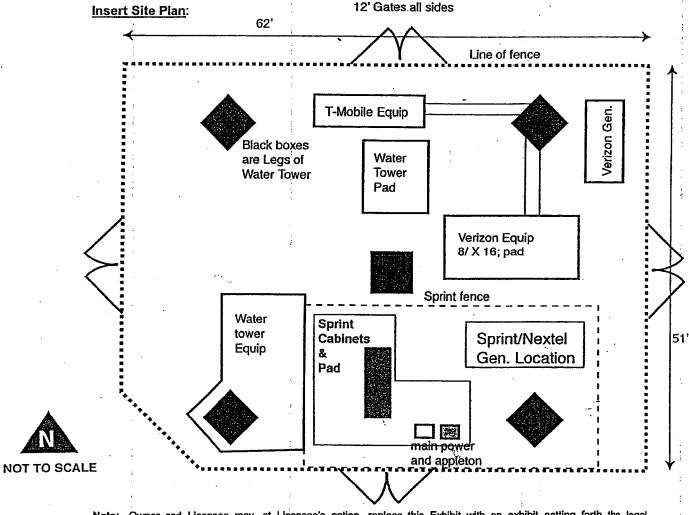
As to "Licensee"

As to "Licensee'

SUPPLEMENT TO EXHIBIT B TO SITE AGREEMENT

Site Plan

The Site is described and/or depicted as follows:



Note: Owner and Licensee may, at Licensee's option, replace this Exhibit with an exhibit setting forth the legal description of the Site, or an as-built drawing depicting the Site. Any visual or textual representation of the Facilities is illustrative only, and does not limit the rights of Licensee as provided for in the Agreement. Without limiting the generality of the foregoing:

- The Site may be setback from the boundaries of Owner's Property as required by the applicable governmental authorities.
- The access road's width may be modified as required by the governmental authorities, including police and fire departments.
- 3. Without limiting Licensee's right to make future changes, Licensee intends to initially install up to 12 antennas, 15 coaxial cables and 3 GPS signal units and connections (the type, number, mounting positions and locations of which are illustrative only; actual types, numbers, mounting positions and locations may vary from what is shown above).
- The locations of any access and utility easements are illustrative only. The actual locations may be determined by Licensee and/or the servicing utility company in compliance with all local laws and regulations.

Owner's	nitials:	_
Licensee's	s Initials:	