

Agenda Item #: 3H-2

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY**

Meeting Date: July 7, 2020  Consent  Regular  
 Ordinance  Public Hearing

Department: Facilities Development & Operations

**I. EXECUTIVE BRIEF**

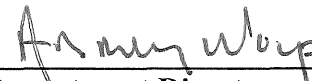
**Motion and Title: Staff recommends motion to receive and file:** a Standard License Agreement for Use of County-Owned Property for a period of March 8, 2020 through March 7, 2023, with The AREC Repeater Group Inc., for continued placement of Communication Equipment (County Equipment Building located at WWTP, 5801 Ernest Street, Unit 2, WPB, FL).

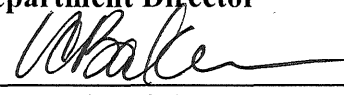
**Summary:** In accordance with County PPM CW-O-051, all delegated contracts, agreements and grants must be submitted by the initiating Department as a receive and file agenda item. The attached standard Agreement has been fully executed on behalf of the Board of County Commissioners (Board) by the County Administrator or designee. The Standard License Agreement was approved in accordance with R2010-0333, as amended and approved by the Board on October 1, 2013. This executed document is now being submitted to the Board to receive and file. **(FDO Admin) Countywide (LDC)**

**Background & Justification:** The delegation of authority which provided authority for the County Administrator or designee to execute standard license agreements was designed to expedite and streamline the process for commercial use of county owned property after submission of an application for use and after determination of whether a license fee should be charged for the use. There is no license fee if the applicant demonstrates that (i) the activity is for the purpose of promoting community interest and welfare and (ii) the applicant will not realize a profit based on the use.

**Attachments:**

Standard License Agreement for Use of County-Owned Property

Recommended By: MB  6/5/20  
Department Director Date

Approved By:  6/17/2020  
County Administrator Date

**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

| Fiscal Years   | 2020  | 2021  | 2022  | 2023  | 2024  |
|--|-------|-------|-------|-------|-------|
| Capital Expenditures                                   | _____ | _____ | _____ | _____ | _____ |
| Operating Costs  | _____ | _____ | _____ | _____ | _____ |
| External Revenues                                      | _____ | _____ | _____ | _____ | _____ |
| Program Income<br>(County)                             | _____ | _____ | _____ | _____ | _____ |
| In-Kind Match (County)                                 | _____ | _____ | _____ | _____ | _____ |
| <b>NET FISCAL IMPACT</b>                               | *     | 0.00  | 0.00  | 0.00  | 0.00  |
| <b># ADDITIONAL FTE<br/>POSITIONS<br/>(Cumulative)</b> | _____ | _____ | _____ | _____ | _____ |

Is Item Included in Current Budget: Yes \_\_\_\_\_ No \_\_\_\_\_  
 Does this item include the use of federal funds? Yes \_\_\_\_\_ No \_\_\_\_\_

Budget Account No:  
 Fund \_\_\_\_\_ Dept \_\_\_\_\_ Unit \_\_\_\_\_ Revenue Source \_\_\_\_\_  
 Fund \_\_\_\_\_ Dept \_\_\_\_\_ Unit \_\_\_\_\_ Revenue Source \_\_\_\_\_

**B. Recommended Sources of Funds/Summary of Fiscal Impact:**

\*No fiscal impact associated with this item.

**C. Departmental Fiscal Review:** Karyn Lykes

**III. REVIEW COMMENTS**

**A. OFMB Fiscal and/or Contract Development Comments:**

[Signature] 6/19/2020  
 OFMB [Signature] LM 6/19

[Signature] 6/10/2020  
 Contract Development and Control 6/10/2020

**B. Legal Sufficiency:**

Jean-Adel Williams  
 Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
 Department Director

**This summary is not to be used as a basis for payment.**

**STANDARD LICENSE AGREEMENT FOR USE OF  
COUNTY-OWNED PROPERTY**

This License Agreement ("Agreement") made and entered into on FEBRUARY 19, 2020 by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "County" and The AREC Repeater Group, Inc., a not for profit amateur radio volunteer organization, hereinafter referred to as "AREC" or "Licensee".

**WITNESSETH:**

**WHEREAS**, Licensee has applied for a license to use County-owned property via the Application for License to Use County-Owned Property (the "Application"), attached hereto as Exhibit "A" and incorporated herein by reference; and

**WHEREAS**, Licensee is requesting a co-location of its Communication Equipment (as defined in Section 2 of this Agreement) inside a Palm Beach County communication shelter located at 5801 Ernest Street Unit 2 in the City of West Palm Beach ("County Equipment Building"); and

**WHEREAS**, the Licensee's use of the County Equipment Building will be for non-commercial radio communication activities and to assist the County during times of need when the County Emergency Operations Center is activated; and

**WHEREAS**, County is the authorized user/owner of the County Equipment Building as described in the Communication Tower Agreement (R2015-0573) (Tower Agreement), dated May 5, 2015, as amended, and executed by and between the City of West Palm Beach (City) and County; and

**WHEREAS**, County is willing to grant Licensee a revocable license for the placement and operation of the Licensee's Communication Equipment inside the County's Equipment Building; and

**WHEREAS**, Licensee acknowledges that it has or will enter into a companion license agreement with the City for location of the AREC antenna equipment on the City's Communication Tower located adjacent to the County Equipment Building (City/AREC License Agreement); and

**NOW THEREFORE**, in consideration of the covenants and agreements hereinafter set forth on the part of the Licensee to be observed and performed, the County hereby permits Licensee to use the Premises, as hereinafter defined, upon the terms and conditions contained in this License Agreement.

**1. Premises**

The Premises, for the purpose of this License Agreement, is that portion of the real property and/or improvements identified in the Application. The Application, which includes special conditions of use, is hereby made a part of this License Agreement. The Licensee accepts the Premises in its "as is" condition. The County is in no way representing that the Premises is suitable for the Licensee's use and Licensee hereby accepts all risk relating to the use of the Premises.

Licensee shall use the Premises solely and exclusively for the use listed on the Application; Licensee shall not use, permit or suffer the use of the Premises for any other purpose whatsoever. Licensee shall be entitled to use the Premises only on the days and times listed on the Application. Licensee shall make no improvements, alterations or additions to the Premises, except as expressly authorized in the special conditions of use, or expressly authorized by County. The use of the Premises by Licensee shall not interfere with County's use or operation of the Premises.

Licensee shall immediately report to a County representative any condition or activity on the Premises which poses a risk to persons or property. If directed by the County, Licensee shall postpone its activity until the County notifies the Licensee that it is safe to resume the activity.

## **2. Communication Equipment**

The Communication Equipment, for the purpose of this License Agreement, is one (1) Motorola Quantar VHF Repeater (Tuned to 146.670 TX / 146.070 RX), one (1) Yaesu DR2-X Repeater, backup for the Quantar, (Tuned to 146.670 TX / 146.070 RX), one (1) VHF Duplexer, one (1) TPL 100 Watt VHF Amplifier, and one (1) 12V 50 Amp Power Supply.

## **3. Length of Term and Commencement Date**

This License Agreement shall commence on March 8, 2020 upon expiration of the current license agreement (R2017-0882). The term of this License Agreement shall continue until the earlier of: three years from March 8, 2020, or upon the termination of the City/AREC License Agreement or upon termination in accordance to the terms of this License Agreement.

## **4. License Fee**

No License Fee is assessed for the Application as the activity promotes community welfare and the Licensee will not realize a profit from the activity.

## **5. Termination**

The County may terminate this License Agreement at any time upon written notice to the Licensee. Upon Licensee's receipt of written notice from the County, this License Agreement shall terminate and County shall be relieved of all further obligations hereunder accruing subsequent to the date of such termination. Licensee may terminate this License Agreement upon written notice to the County. Notwithstanding such termination, Licensee shall remain obligated to surrender and restore the Premises as required by this License Agreement and for any obligations arising prior to such termination including removing its Communication Equipment from the County Equipment Building.

## **6. Waste or Nuisance**

Licensee shall not commit or suffer to be committed any waste upon the Premises or any nuisance or other act or thing which may result in damage or depreciation of value of the Premises or which may affect County's interest in the Premises. Licensee shall keep the access to the Premises, the parking areas, driveways and other contiguous areas to the Premises free and clear of obstruction.

## **7. Governmental Regulations**

Licensee shall, at Licensee's sole cost and expense, secure any required permits and comply with all regulations of all county, municipal, state, federal and other applicable governmental authorities, now in force, or which may hereafter be in force, pertaining to Licensee or its use of the Premises, and shall faithfully observe in the use of the Premises all municipal and county ordinances and state and federal statutes now in force or which may hereafter be in force and all

applicable association/governing body rules and regulations pertaining to the Licensee's use of the Premises. Licensee shall not store or dispose any contaminants including, but not limited to, hazardous or toxic substances, chemicals or other agents, including any petroleum products, used or produced in Licensee's activity, on the Premises or in any manner not permitted by law. Licensee shall indemnify, defend and save County, its agents, officers, and employees harmless from any and all penalties, fines, costs, expenses, suits, claims, or damages resulting from Licensee's failure to perform its obligations specified in this Section. Licensee's indemnification obligations set forth in the foregoing shall survive termination or expiration of this License Agreement.

**8. Non-Discrimination**

The County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the Licensee warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

**9. Surrender of Premises**

Upon termination of use by the Licensee, Licensee, at its sole cost and expense, shall remove all of its personal property from the Premises and shall surrender the Premises to the County in at least the same condition the Premises were in at the beginning of the Licensee's use.

**10. Maintenance and Repair**

Licensee shall not conduct any maintenance or repairs to the Premises. In the event that the Licensee believes that the Premises are in need of maintenance and/or repair, the Licensee shall immediately notify the County. Ultimately, the County has the final decision as to the maintenance and repair that is performed on the Premises. Licensee is responsible for all maintenance and repair of the Licensee's own Communication Equipment. In the event that the Licensee damages the Premises, County shall complete the necessary repairs and Licensee shall reimburse County for all expenses incurred by County in doing so.

**11. Premises "As Is"**

The County makes no representations about the design or capabilities of the County Equipment Building. AREC has decided to enter into this Agreement and use the Equipment Building on the basis of its location.

**12. Indemnification of County**

To the extent permitted by law, Licensee shall indemnify, defend and save County, its agents, officers, and employees harmless from and against any and all claims, actions, damages, liability and expense, whether at trial or appellate level or otherwise, in connection with loss of life, personal injury and/or damage to or destruction of property arising from or out of the occupancy or use by Licensee of the Premises or any part thereof; or any act, error or omission of Licensee, its agents, contractors, employees, volunteers or invitees. In case County shall be made a party to any litigation commenced against Licensee or by Licensee against any third party, then Licensee shall protect and hold County, its agents, officers, and employees harmless and pay all costs and attorney's fees incurred by County in connection with such litigation, whether at trial or appellate level or otherwise. This Section shall survive termination or expiration of this License Agreement. Nothing herein shall be construed as a waiver of sovereign immunity or the statutory limits of liability set forth in Section 768.28, Florida Statutes.

### **13. Insurance.**

Licensee shall, during the entire Term hereof, keep in full force and effect General Liability Insurance in an amount not less than \$1,000,000 per occurrence combined single limit bodily injury and property damage liability and Workers Compensation insurance covering all employees in accordance with Chapter 440 Florida Statutes. The General Liability policy shall include coverage for Premises - Operations, Contractual and Product Liability, Independent Contractors, Contractual Liability and Personal Injury, and Broad Form Property Damage Liability coverages.

Licensee shall add the County to the commercial general liability as an "additional insured" with a CG 2026 Additional Insured-Designated Person or Organization endorsement or similar endorsement. The additional insured endorsement shall read "Palm Beach County Board of County Commissioners, a political subdivision of the State of Florida, its officers, employees and agents, c/o Facilities Development & Operations Department". The additional insured endorsement shall provide coverage on a primary basis. Such insurance shall be with an insurance company licensed to do business in the State of Florida and subject to the approval of the County's Risk Management Department.

Licensee shall also name the County as a Certificate Holder. The Certificate Holder shall read "Palm Beach County Board of County Commissioners, c/o FDO, 2633 Vista Parkway, West Palm Beach, Florida 33411-5603".

A Certificate of Insurance evidencing such insurance coverage shall be provided to the County at least fifteen (15) days prior to the Commencement Date, such Certificate indicating at least ten (10) days prior notice of cancellation or adverse material change in coverage.

In no event shall the limits of said insurance policies be considered as limiting the liability of Licensee under this License Agreement. In the event that Licensee shall fail to obtain and maintain in full force and effect any insurance coverage required to be obtained by Licensee under this License Agreement, County shall have the right of injunction, or County may immediately terminate this License Agreement, notwithstanding any provisions herein to the contrary. Notwithstanding the foregoing, Licensee shall and does nevertheless indemnify, defend and hold County harmless from any loss or damage incurred or suffered by County from Licensee's failure to maintain such insurance.

In the event of loss or damage to the Premises, the Licensee shall look solely to any insurance in its favor without making any claim against the County, and the Licensee shall obtain and deliver to the County, from the insurer under each policy of such insurance, an agreement whereby such insurer waives subrogation of any claim against the County for loss or damage within the scope of the insurance, and the Licensee, for itself and its insurers, waives all such insured claims against the County.

### **14. Utilities**

The County shall be solely responsible for, and promptly pay to the utility or other provider of such service, all charges and assessments for water, gas, electricity, trash collection and removal or any other utility used or consumed on the Premises unless the responsibility for utilities is listed by the County as a special condition of use on the Application. In no event shall County be liable for an interruption or failure in the supply of any utilities to the Premises.

**15. Rules of Premises**

Licensee shall strictly adhere to the Rules that govern the Premises as set forth in the Application, at all times. Licensee also acknowledges that any violation of the Rules governing the use of the Premises may result in the suspension or termination of this License Agreement.

**16. Subcontracting**

The Licensee may not subcontract or assign any rights, responsibilities or obligations of this License Agreement, without the County's express written consent which may be subject to insurance and indemnification requirements as well as reasonable conditions of approval.

**17. Entire Agreement**

This License Agreement and any Exhibits attached hereto and forming a part thereof as if fully set forth herein, constitute all agreements, conditions and understandings between County and Licensee. All representations, either oral or written, shall be deemed to be merged into this License Agreement. Except as herein otherwise provided, no subsequent alteration, waiver, change or addition to this License Agreement shall be binding upon County or Licensee unless reduced to writing and signed by them.

**18. Notices**

All notices and elections (collectively, "Notices") to be given or delivered by or to any party hereunder shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service, or national overnight delivery service, telecopied or faxed, or alternatively shall be sent by United States Certified Mail, with Return-Receipt Requested. The effective date of any Notice shall be the date of delivery of the Notice if by personal delivery, courier services, or national overnight delivery service, or on the date of transmission with confirmed answer back if by telecopier or fax if transmitted before 5PM on a business day and on the next business day if transmitted after 5PM or on a non-business day, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designate the following addresses as the addresses to which Notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

(a) If to the County at:

FDO Business & Community Agreements Manager  
2633 Vista Parkway  
West Palm Beach, FL 33411  
Fax: (561) 233-0206

with a copy to:

Palm Beach County  
Attn: County Attorney  
301 North Olive Avenue  
West Palm Beach, FL 33401  
Fax: (561) 355-6461

ESS Radio System Manager  
2633 Vista Parkway  
West Palm Beach, FL 33411

Fax: (561) 656-7231

(b) If to the Licensee at:

John F. Samuel, President  
AREC  
7936 Via Villagio  
West Palm Beach, FL 33412

Either party hereto may change the address for service of Notices required or permitted hereunder upon three (3) days' prior written notice to the other party.

**19. Severability**

If any term or provision or part of a provision of this License Agreement shall be held invalid or unenforceable, the remainder of this License Agreement shall not be affected and every other term and provision and part of a provision of this License Agreement shall be deemed valid and enforceable to the extent permitted by law.

**20. WAIVER OF JURY TRIAL**

THE PARTIES HERETO WAIVE TRIAL BY JURY IN CONNECTION WITH PROCEEDINGS OR COUNTERCLAIMS BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER, IN CONNECTION WITH THIS LICENSE AGREEMENT.

**21. Governing Law and Venue**

This License Agreement shall be governed by and interpreted according to the laws of the State of Florida and venue shall be in a state court of competent jurisdiction in Palm Beach County.

**22. Recording**

Licensee shall not record this License Agreement, or any memorandum or short form thereof in the public records of Palm Beach County. Any such recording shall constitute a default hereunder and shall result in immediate termination of this License Agreement.

**23. Time of Essence**

Time is of the essence with respect to the performance of every provision of this License Agreement in which time of performance is a factor.

**24. Palm Beach County Office of the Inspector General**

Pursuant to Palm Beach County Code, Sections 2-421 through 2-440, as amended, Palm Beach County's Office of Inspector General is authorized to have the power to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 through 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

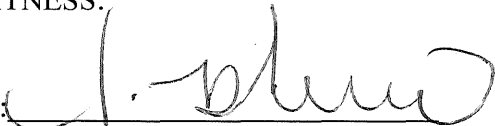
**25. No Third Party Beneficiary**

No provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this agreement, including but not limited to any citizen or employees of the County and/or Licensee.



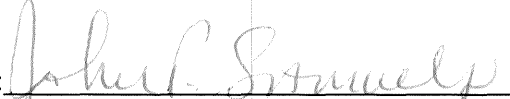
IN WITNESS WHEREOF, County and Licensee have executed this License Agreement, or have caused the same to be executed as of the day and year first above written.

WITNESS:

By:   
Signature

Andrea Phillips  
Print Witness Name


LICENSEE/AREC:

By:   
Signature

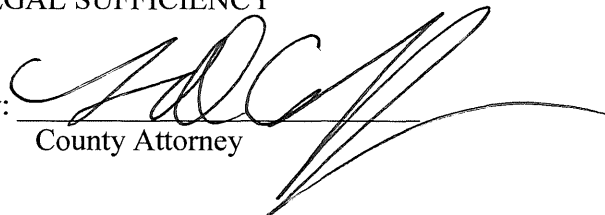
John Samuels  
Print Name

President AREC  
Title


PALM BEACH COUNTY, a Political  
Subdivision of the State of Florida

By:   
Audrey Wolf, Director  
Facilities Development & Operations

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By:   
County Attorney

APPROVED AS TO TERMS AND CONDITIONS

By:   
Mark Broderick, FDO Business  
And Community Agreements Manager

**Exhibit “A”**

**APPLICATION FOR USE OF PALM BEACH COUNTY-OWNED  
PROPERTY**

**APPLICATION FOR USE OF PALM BEACH COUNTY-OWNED  
PROPERTY FOR NON-COUNTY ACTIVITIES**

This application may be used to apply for a License to use a Palm Beach County-owned property for a Non-County activity. The application must be submitted at least twenty (20) days prior to the proposed date of the requested use. Please send the completed application to:

Facilities Development & Operations Department (FDO)  
PBCFacilityUsePermit@pbcgov.org  
2633 Vista Parkway  
West Palm Beach, FL 33411-5603  
ATTN: Director  
Telephone: 561-233-0215  
Fax: 561-233-0206

Upon approval of the application by FDO, the property will be reserved and the user will be informed of any Special Conditions of Use, and fees for the Use as defined herein. Any fees are due prior to the Use.

**1. USER/APPLICANT**

Name of Applicant: John Samuels  
Name of Organization/Licensee: The AREC Repeater Group, Inc.  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Email: js33412@comcast.net  
Name and Title of Authorized Representative: John Samuels, President  
Type of Organization: Public Agency  Non-Profit  Other (Specify)

**2. REQUESTED PROPERTY**

Name and Address of Property Requested (Include property address, name of facility, room or area requested, as applicable): County Equipment Building located at West Palm Beach Waste Water Treatment Plant (WWTP) 5801 Ernest Street, Unit 2, West Palm Beach, Florida 33409.

**3. USE**

Nature of Use (Please check one): Training  Educational   
Recreational  Meeting  Non-Profit Event  Other   
Does Use include the sale of Goods and/or Services? Yes  No

Will User charge an Admission Fee and/or Participation Fee? Yes \_\_\_\_ No X

Amount to be charged for Admission Fee and/or Participation Fee: NA

Detailed Description of the Nature and Purpose of Use (Attach additional sheets, as necessary): Operation of an amateur radio repeater installed in the County's Equipment Building

**4. FOOD AND BEVERAGE**

Use includes food and/or beverages? Yes \_\_ No X

Use includes the sale, use or consumption of alcohol? Yes \_\_\_\_ No X

**5. DATE**

Date(s) of Use: See Section 3 of the License Agreement.

Time(s) of Use: \_\_\_\_\_ AM/ PM \_\_\_\_\_ AM/ PM

**6. EQUIPMENT**

A. One (1) Motorola Quantar VHF Repeater (Tuned to 146.670 TX / 146.070 RX)

B. One (1) Yaesu DR2-X Repeater, backup for the Quantar, (Tuned to 146.670 TX / 146.070 RX)

C. One (1)VHF Duplexer

D. One (1) TPL 100 Watt VHF Amplifier

E. 12V 50 Amp Power Supply

**7. ADDITIONAL USERS**

N/A

**8. VENDORS**

N/A

**9. ADVERTISING**

N/A

**TO BE PROVIDED BY FDO (After evaluation of the Application):**

**1. FEES AND ADDITIONAL CHARGES**

\_\_\_\_\_ License Fees \$ NA

\_\_\_\_\_ Custodial Costs \$ NA

\_\_\_\_\_ Service Costs \$ NA

\_\_\_\_\_ Other Costs \$ \_\_\_\_\_

2. Special Conditions of Use: See attached Exhibit A-1 and Attachment "1"

By signing below, I certify that I have the authority to represent and obligate the Licensee and I agree on behalf of the Licensee to comply with the terms of this Application.

John R. Samuels  
Signature of Authorized Representative

Date: 1/29/20

John F. Samuels  
Printed Name and Title of Authorized Representative

**APPROVED BY:**

MB Anthony Wolf  
Director, Facilities Development & Operations Department

Date: 2/10/2020

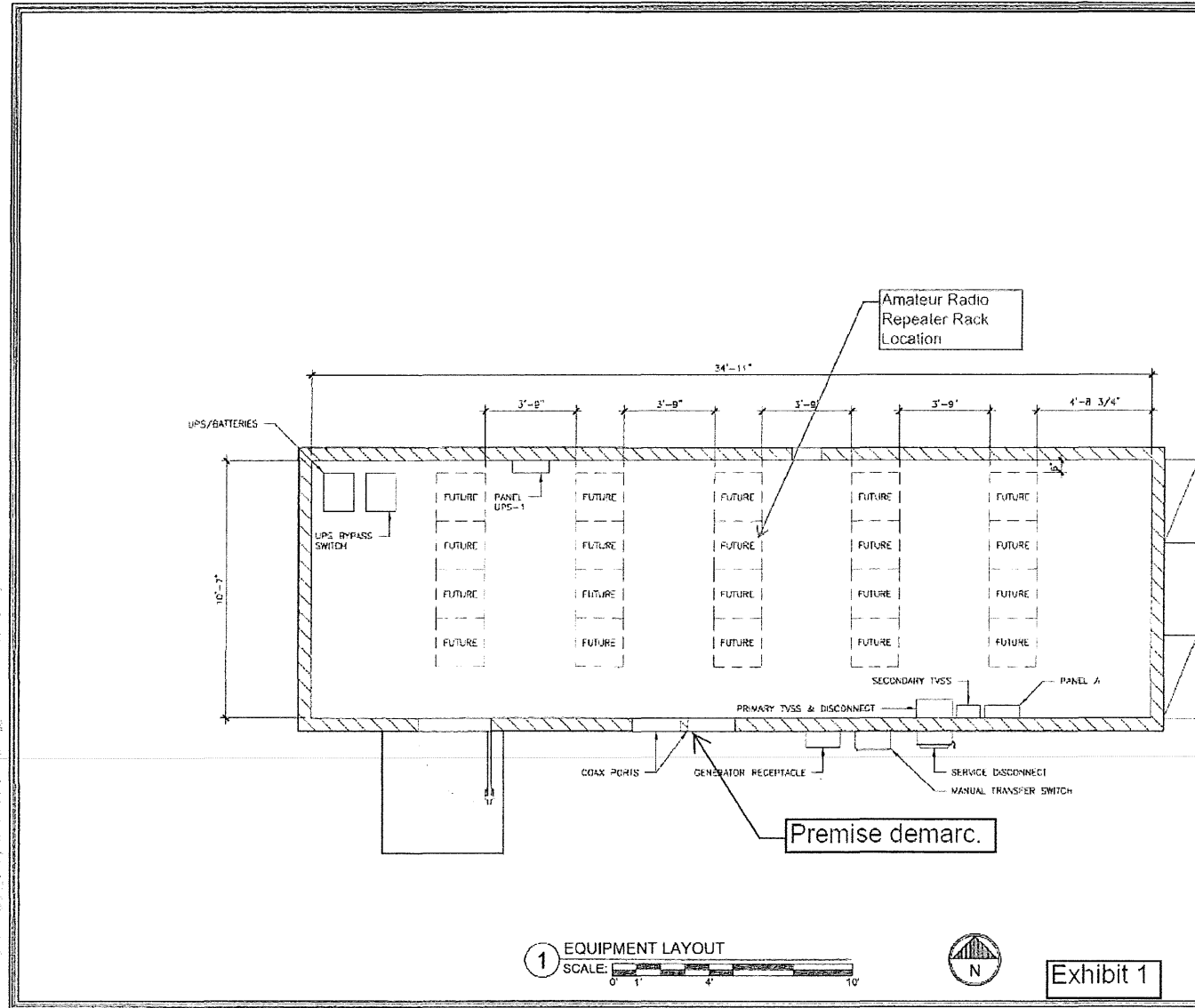
OTHER DEPARTMENTAL REVIEW (If necessary):

\_\_\_\_\_  
Signature of Director of Department

Date: \_\_\_\_\_

**Exhibit "A-1"**  
Special Conditions of Use

1. Licensee acknowledges that the licensed use of the Premises is for the placement and operation of the Communication Equipment. Licensee shall not use or allow the use of the County's Equipment Building for any other use, business or purpose other than as specifically permitted in this Agreement.
2. The Premises for purposes of this License Agreement is a single 19" rack footprint inside the County's Equipment Building located at 5801 Ernest Street, Unit 2, West Palm Beach, Florida, 33409 (the "Premises"). The demark location for the Premises is the cable bulkhead located in the Premises, shown in Exhibit 1.
3. The use of the County Equipment Building shall be non-exclusive.
4. Licensee shall not at any time construct or install any additional Communication Equipment on the Premises or make any improvements, additions, modifications or alterations to the Premises.
5. Licensee shall have the right to perform routine maintenance and repair of its Communication Equipment with no less than 24 hours notification to the County. The Licensee will **not** be issued keys to the Equipment Building and the County, based on availability, will escort the Licensee to its Communication Equipment.
6. Routine maintenance and repair of the Communication Equipment shall not disturb, modify, interfere with or alter any existing communication equipment in the County's Equipment Building.
7. If the County discovers that the Licensee's Communication Equipment is malfunctioning or in any way interfering with the County's use of the Equipment Building, the County shall have the right to deactivate the Licensee's Communication Equipment at anytime. The County will advise the Licensee of any deactivation as soon as reasonably possible.



**Sabre Industries**  
 7101 SOUTH BRIDGE CTR  
 SIOUX CITY, IA 51111

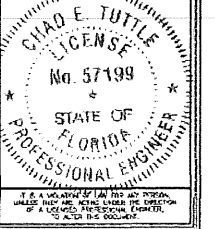
THE INFORMATION CONTAINED IN THIS SET OF DOCUMENTS IS PROPRIETARY BY NATURE, ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO THE CLIENT IS STRICTLY PROHIBITED.

SITE #: TOWER #2  
**PALM BEACH COUNTY**  
 5300 ERNEST STREET  
 WEST PALM BEACH, FL 33409  
 EXISTING GUYED TOWER

PROJECT NO: 59212.001  
 CHECKED BY: CWP

| ISSUED FOR: |         |                    |
|-------------|---------|--------------------|
| REV         | DATE    | DESCRIPTION        |
| A           | 7/17/13 | PRELIMINARY REVIEW |
| B           | 8/18/13 | PRELIMINARY REVIEW |
| C           | 9/27/13 | CONSTRUCTION       |

EMT ENGINEERING, INC.  
 1717 S. BOULDER AVENUE  
 TULSA, OK 74119  
 CO. # 27496, EXP. 03/28/17



SHEET NUMBER: **C-3**  
 REVISION: **0**

**Chad Tuttle**  
 Digitally signed by Chad Tuttle  
 DN: cn=Chad Tuttle, o=B+T Group, ou=ABE, email=tuttle@bgrp.com, c=US  
 Date: 2015.09.24 10:29:49 -04'00'

**1** EQUIPMENT LAYOUT  
 SCALE: 1" = 4'



**Exhibit 1**