

Welcome to the JEA Awards Meeting

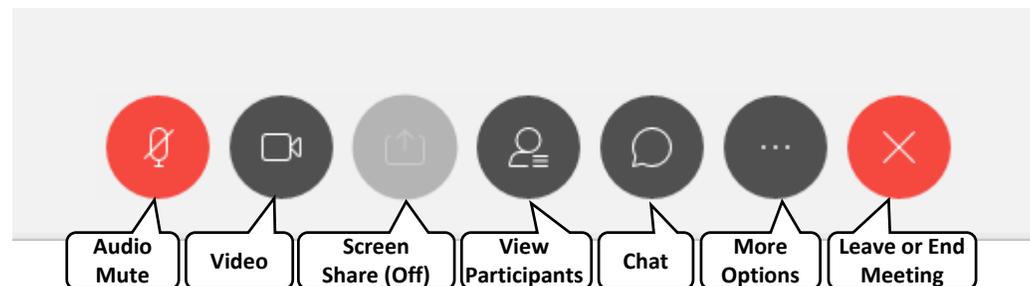
You have been joined to the meeting with your **audio muted** by default.

We will unmute your lines during the public comment time and provide opportunity for you to speak.

During the meeting, interested persons can also email **Lynn Rix** at rixlw@jea.com to submit public comments to be read during the meeting regarding any matter on the agenda for consideration. Public comments by e-mail must be received no later than 9:00 a.m. to be read during the public comment portion of the meeting.

Please contact **Lynn Rix** by telephone at **(904) 665-8621** or by email at rixlw@jea.com if you experience any technical difficulties during the meeting.

Below is a summary of the meeting controls you will see at the bottom of your screen.



AWARDS COMMITTEE AGENDA

DATE: Thursday, January 14, 2021

TIME: 10:00 A.M.

PLACE: JEA, Customer Center, Bid Office, 1st Floor, 21 West Church Street, Jacksonville, FL 32202
OR
WebEx/Teleconference
WebEx Meeting Number (access code): 160 199 4252
WebEx Password: pxP6CqUSt63

Public Comments:

Awards:

1. Approval of the minutes from the last meeting (01/07/2021).
2. 092-20 – Request approval to award a contract to Petticoat-Schmitt Civil Contractors, Inc. for construction services for 5th St. W. - Imeson Rd to Melson Ave - Trans - New - FM project in the amount of \$9,004,152.00, subject to the availability of lawfully appropriated funds.
3. Request approval to award for \$791,062.11 to Pinnacle Towers Acquisition LLC. for Communication Tower Site leases as described above, for a new not to exceed amount of \$2,249,111.29, subject to the availability of lawfully appropriated funds.
4. Request approval to award a change order to increase the H. Stephen Jones Owner’s Representative Services for Technology, Security, and Facilities Systems for new JEA Headquarters (HQ1) contract in the amount of \$148,500.00, for a new not-to-exceed amount of \$731,236.00, subject to the availability of lawfully appropriated funds.
5. Request approval to award a contract increase to Petticoat-Schmitt Civil Contractors Inc. (\$1,500,000.00), J.B. Coxwell Contracting Inc. (\$1,500,00.00) and Callaway Contracting Inc. (\$1,500,00.00), for construction services for Underground Water, Wastewater and Reuse Grid Repair and Installation Services in the amount of \$4,500,000.00, for a new not-to-exceed amount of \$13,120,000.00, subject to the availability of lawfully appropriated funds.
6. 086-20 – Request approval to award a contract to T B Landmark Construction, Inc. for construction services for the Downtown – Extend Chilled Water System to New JEA Office & Ed Ball Building project in the amount of \$100,000 subject to the availability of lawfully appropriated funds.

Informational Items: N/A

Open Discussion: N/A

Public Notice: N/A

General Business: N/A

SPECIAL NOTES: Copies of the above items are available in JEA Procurement, if needed for review. If a person decides to appeal any decision made by the Awards Committee, with respect to any matter considered at this meeting, that person will need a record of the proceedings, and, for such purpose, needs to ensure that a verbatim record of the proceedings is made, which record includes the evidence and testimony upon which the appeal is to be based. If you have a disability that requires reasonable accommodations to participate in the above meeting, please call 665-8625 by 8:30 a.m. the day before the meeting and we will provide reasonable assistance for you.

01-14-2021 Awards Committee

<u>Award #</u>	<u>Type of Award</u>	<u>Business Unit</u>	<u>Estimated/Budgeted Amount</u>	<u>Amount</u>	<u>Awardee</u>	<u>Term</u>	<u>Summary</u>
1	Minutes	N/A	N/A	N/A	N/A	N/A	Approval of minutes from the 01/07/2021 meeting.
2	Invitation for Bid (IFB) 5 bidders	Vu	\$12,538,302.00	\$9,004,152.00	Petticoat-Schmitt Civil Contractors, Inc.	Project Completion (Expected: November 2022)	<u>5th St. W. - Imeson Rd to Melson Ave - Trans - New – FM</u> Request approval to award a contract for approximately 16,000 linear feet of 20 inch sewer force main along 5 th St from Melson to Picketville.
3	Renewal	Datz	\$770,000.00	\$791,062.11	Pinnacle Towers Acquisition, LLC	Five (5) Years w/ Five (5) – 5-Yr. Renewals	<u>Communication Tower Site Lease</u> The estimated contract spend is as follows: <ul style="list-style-type: none"> • FY21: \$148,913.69 • FY22: \$153,424.14 • FY23: \$158,071.42 • FY24: \$162,859.67 • FY25: \$167,793.19 • NTE: \$791,062.11
4	Change Order	McElroy	\$148,500.00	\$148,500.00	H. Stephen Jones and Associates, Inc.	Project Completion (Expected: September 2022)	<u>Owner's Representative Services for Technology, Security, and Facilities Systems for New JEA Headquarters (HQ1)</u> The estimated contract spend is as follows: <ul style="list-style-type: none"> • Change order: \$148,500.00 • NTE: \$731,236.00
5	Contract Increase	Vu	N/A	\$1,500,000.00 \$1,500,000.00 \$1,500,000.00	Petticoat-Schmitt Civil Contractors, Inc. J. B. Coxwell Contracting, Inc. Callaway Contracting, Inc.	One Year w/Three (3) – 1 Yr. Renewals	<u>Underground Water, Wastewater and Reuse Grid Repair and Installation Services</u> Request approval of contract increases for a total amount of \$4,500,000.00 for W/WW line work and manhole installation/repairs.
6	Invitation for Bid (IFB) 1 bidder	Vu	\$3,466,645.00	\$100,000.00	T B Landmark Construction, Inc.	Project Completion (Expected: July 2021)	<u>Downtown – Extend Chilled Water System to New JEA Office & Ed Ball Building</u> Request approval of a contract for initial exploratory excavations needed to extend a chilled water main to the new JEA headquarters building and the Ed Ball Building.
Total Award				\$14,543,714.11			

JEA AWARDS COMMITTEE
JANUARY 7, 2021 MEETING MINUTES

The JEA procurement Awards Committee met on January 7, 2021, in person with a WebEx option

WebEx Meeting Number (access code): 160 199 4252

WebEx Password: pxP6CqUSt63

Members in attendance were Jenny McCollum as Chairperson, Stephanie Nealy as Budget Representative, Julie Davis as Office of General Counsel Representative; with Steve Tuten, Joe Orfano, Stephen Datz, Alan McElroy, and Wayne Young as voting Committee Members.

Chair McCollum called the meeting to order at 10:01 a.m., introduced the Awards Committee Members, and confirmed that there was a quorum of the Committee membership present.

Public Comments:

Chair McCollum recognized the public comment speaking period and opened the meeting floor to public comments. No public comments were provided by email, phone or videoconference.

Awards:

1. Chair McCollum verbally presented the Committee Members the proposed December 17, 2020 minutes contained in the board packet.

MOTION: Steve Tuten made a motion to approve the December 17, 2020 minutes (Award Item 1). The motion was seconded by Stephen Datz and approved unanimously by the Awards Committee (5-0).

The Committee Members reviewed and discussed the following Awards Items 2-3, 4-5, 7-10:

2. 069-20 – Request approval to award a contract to NALCO Company LLC, for water treatment services for the Water Treatment Program for Chilled Water Plants in the amount of \$684,564.75 subject to the availability of lawfully appropriated funds.

MOTION: Alan McElroy made a motion to approve Award Item 2 as presented in the board packet. The motion was seconded by Wayne Young and approved unanimously by the Awards Committee (5-0).

3. 068-20 – Request approval to award a contract to A Advantage Electric, Inc. for SCADA Field Services for JEA Water/Wastewater in the amount of \$950,000.00, subject to the availability of lawfully appropriated funds.

MOTION: Wayne Young made a motion to approve Award Item 3 as presented in the board packet. The motion was seconded by Steve Tuten and approved unanimously by the Awards Committee (5-0).

4. **DEFERRED** - 092-20 – Request approval to award a contract to Petticoat-Schmitt Civil Contractors, Inc. for construction services for 5th St W - Imeson Rd to Melson Ave - Trans - New - FM project in the amount of \$9,004,152.00, subject to the availability of lawfully appropriated funds.
5. Request approval to award a five (5) year lease renewal to SBA Communications Corporation for Communication Tower Site Lease Agreements in the amount of \$500,634.81, for a new not to exceed amount of \$1,518,273.75, subject to the availability of lawfully appropriated funds.

MOTION: Stephen Datz made a motion to approve Award Item 5 as presented in the board packet. The motion was seconded by Alan McElroy and approved unanimously by the Awards Committee (5-0).

6. **DEFERRED** - Request approval to award a five (5) year lease renewal to Pinnacle Towers Acquisition LLC. for Communication Tower Site Lease in the amount of \$791,062.11, for a new not to exceed amount of \$2,249,111.29, subject to the availability of lawfully appropriated funds.
7. 073-20 – Request approval to award a five (5) year contract to Agent Fire LLC for repair, installation and testing of fire alarm and sprinkler systems in the amount of \$2,408,000.00, subject to the availability of lawfully appropriated funds.

MOTION: Steve Tuten made a motion to approve Award Item 7 as presented in the board packet. The motion was seconded by Wayne Young and approved unanimously by the Awards Committee (5-0).

8. Request approval to award a contract to Environmental Products Group, Inc. in the amount of \$747,488.00, for the purchase of two (2) vehicles within the vehicle class category of 143 for JEA's FY21 Fleet capital requirements, for a total not-to-exceed amount of \$747,488.00, subject to the availability of lawfully appropriated funds.

MOTION: Alan McElroy made a motion to approve Award Item 8 as presented in the board packet. The motion was seconded by Joe Orfano and approved unanimously by the Awards Committee (5-0).

9. Request approval to award a contract to Orlando Freightliner (\$1,131,762.00) and Nextran Truck Centers of Jacksonville (\$396,507.00), for the purchase of eleven (11) vehicles within the vehicle class categories of 131, 133, 135, and 145 for JEA's FY21 and FY22 heavy duty fleet capital requirements, for a total not-to-exceed amount of \$1,528,269.00, subject to the availability of lawfully appropriated funds.

MOTION: Joe Orfano made a motion to approve Award Item 9 as presented in the board packet. The motion was seconded by Stephen Datz and approved unanimously by the Awards Committee (5-0).

10. Request approval to award a contract to Versalift Southwest LLC (\$1,901,176.00) and Altec Industries, Inc. (\$1,632,230.00), for the purchase of sixteen (16) vehicles within the vehicle class categories of 132, 211, 213, 223, and 226 for JEA's FY22 aerial duty fleet capital requirements, for a total not-to-exceed amount of \$3,533,406.00, subject to the availability of lawfully appropriated funds.

MOTION: Alan McElroy made a motion to approve Award Item 10 as presented in the board packet. The motion was seconded by Stephen Datz and approved unanimously by the Awards Committee (5-0).

Informational Item:

No informational items were presented to the Awards Committee.

Ratifications:

No ratifications were presented to the Awards Committee for consideration.

Public Comments:

No additional public comment speaking period was taken.

Adjournment:

Chair McCollum adjourned the meeting at 10:45 a.m.

NOTE: These minutes provide a brief summary only of the Awards Committee meeting. For additional detail regarding the content of these minutes or discussions during the meeting, please review the meeting recording. The recording of this meeting as well as other relevant documents can be found at the link below: [https://www.jea.com/About/Procurement/Awards Meeting Agendas and Minutes/](https://www.jea.com/About/Procurement/Awards_Meeting_Agendas_and_Minutes/)



Formal Bid and Award System

Award #2 January 14, 2021

Type of Award Request: BID (IFB)
Request #: 6876
Requestor Name: Betancur, Maria A.
Requestor Phone: (904) 665-7215
Project Title: 5th St. W. - Imeson Rd to Melson Ave - Trans - New - FM
Project Number: 8004781
Project Location: JEA
Funds: Capital
Budget Estimate: \$12,538,302.00

Scope of Work:

Construction services for the installation of approximately 16,000 linear feet (LF) of 20-inch sewer force main (FM) along 5th St. from Melson to Picketville. Work includes but not limited to:

- 5th and Melson St. manhole replacement
- Upsizing of two adjacent manholes before discharging into 5th and Melson intersection
- Jack and bore under Rail Road crossings, Lane Ave, and Edgewood Ave, at 5th St. Directional drilling under I-295
- Installation of water main stub-outs
- Installation of FM pipe interconnections between the new 20-inch FM and the existing two 12-inch FMs
- Footprint and service connections establishment for future odor control equipment.

The main purpose of this project is to provide additional capacity to dual 12-inch force mains along the project corridor.

JEA IFB/RFP/State/City/GSA#: 092-20
Purchasing Agent: King, David
Is this a Ratification?: NO

RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
PETTICOAT – SCHMITT CIVIL CONTRACTORS, INC.	Kimberly Bryan	kbryan@petticoatschmitt.com	6830 Philips Hwy, Jacksonville FL 32216	(904) 751-0888	\$9,004,152.00

Amount for entire term of Contract/PO: \$9,004,152.00
Award Amount for remainder of this FY: \$2,900,000.00
Length of Contract/PO Term: Project Completion
Begin Date (mm/dd/yyyy): 03/29/2021
End Date (mm/dd/yyyy): Project Completion (Expected: November 2022)
JSEB Requirement: Ten Percent (10%) Goal
Comments on JSEB Requirements:
Donna J. Hamilton (Materials) – 10%

BIDDERS:

Name	Amount
PETTICOAT-SCHMITT CIVIL CONTRACTORS, INC.	\$9,004,152.00
T G UTILITY COMPANY, INC.	\$9,574,427.00
T B LANDMARK CONSTRUCTION, INC.	\$9,799,975.00
CALLAWAY CONTRACTING	\$10,699,786.00
J. B. COXWELL CONTRACTING, INC.	\$13,263,411.32
JAX UNDERGROUND UTILITIES, INC.	No Bid

Background/Recommendations:

Advertised on 09/24/2020. Sixteen (16) prime contractors attended the second mandatory pre-bid meeting held on 10/15/2020. At Bid opening on 12/15/2020, JEA received five (5) Bids and one (1) no bid. Petticoat-Schmitt Civil Contractors, Inc. is the lowest responsive and responsible Bidder. A copy of the Bid Form and Workbook are attached as backup.

The award amount of \$9,004,152.00 is approximately 28% lower than the budget estimate of \$12,538,302.00. The majority of the lower costs are associated with the materials, labor and installation items, compared to the 100% estimate prepared by the engineer. The biggest decrease in cost appears to be on the unit price of the 20' PVC DR-25 Force Main pipe that went down from \$252.00/LF to \$170.00/LF. When analyzing the changes along the project progress and stages, it shows that this value increased substantially to account for dewatering and location of the project along a congested traffic corridor. Initially the pipe was designed at a higher depth, in order to accommodate for the current Air Release Valve (ARV) standards and measurements, lately as the design progressed, a new proposed ARV modification to the standards allowed for the pipe to be designed shallower, reducing dewatering costs and construction safety risks. Apparently, the contingency for an installation at a deeper depth was carried along and not reduced accordingly through the project in the engineer's estimate. Another item that should have increased the cost of pipe installation is the \$963,000.00 of 21,400 CY of unsuitable soils approximated to be removed and replaced according to the Geotechnical report and the engineer's recommendation, but this value was to be considered to be rolled over in the pipe installing price by the contractor. The bid amounts were reviewed by JEA and deemed reasonable.

092-20 – Request approval to award a contract to Petticoat-Schmitt Civil Contractors, Inc. for construction services for 5th St. W. - Imeson Rd to Melson Ave - Trans - New - FM project in the amount of \$9,004,152.00, subject to the availability of lawfully appropriated funds.

Manager: DiMeo, Elizabeth A. - Mgr W/WW Project Management
Director: Conner, Sean M - Dir W/WW Project Engineering & Construction
GM: Vu, Hai X. - Interim GM Water Wastewater Systems

APPROVALS:

Chairman, Awards Committee **Date**

Budget Representative **Date**

Addendum 5 Appendix B - Bid Form
092-20 5th St W - Imeson Rd to Melson Ave - Trans - New - Force Main

Submit the Bid electronically as described in section 1.1.3 of the Solicitation.

Company Name: PETTICOAT-SCHMITT CIVIL CONTRACTORS, INC

Company's Address: ~PHILIPS HIGHWAY, JACKSONVILLE, FL 32216

License Number: CGC #057651; CUC #057440

Phone Number: (904) 751-0888 FAX No: (904) 751-0988 Email Address: kbtyan@petticoatschmitt.com

BID SECURITY REQUIREMENTS <input type="checkbox"/> None required <input checked="" type="checkbox"/> Certified Check or Bond (Five Percent (5%))	TERM OF CONTRACT <input type="checkbox"/> One Time Purchase <input type="checkbox"/> Annual Requirements <input checked="" type="checkbox"/> Other, Specify - Project Completion
---	--

SAMPLE REQUIREMENTS <input checked="" type="checkbox"/> None required <input type="checkbox"/> Samples required prior to Bid Opening <input type="checkbox"/> Samples may be required subsequent to Bid Opening	SECTION 255.05, FLORIDA STATUTES CONTRACT BOND <input type="checkbox"/> None required <input checked="" type="checkbox"/> Bond required 100% of Bid Award
---	--

QUANTITIES <input type="checkbox"/> Quantities indicated are exacting <input checked="" type="checkbox"/> Quantities indicated reflect the approximate quantities to be purchased Throughout the Contract period and are subject to fluctuation in accordance with actual requirements.	INSURANCE REQUIREMENTS <p align="center">Insurance required</p>
--	--

PAYMENT DISCOUNTS <input type="checkbox"/> 1% 20, net 30 <input type="checkbox"/> 2% 10, net 30 <input type="checkbox"/> Other _____ <input checked="" type="checkbox"/> None Offered	
--	--

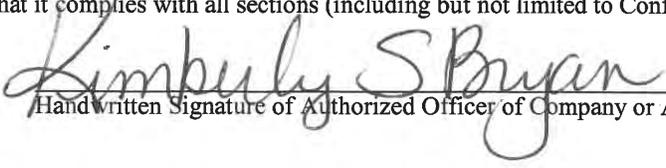
ENTER YOUR BID FOR SOLICITATION 092-20	TOTAL BID PRICE
Total Bid Price for the Project (enter total from cell G121 in the Bid Workbook)	\$ 9,004,152.00

I have read and understood the Sunshine Law/Public Records clauses contained within this solicitation. I understand that in the absence of a redacted copy my proposal will be disclosed to the public "as-is".

BIDDER CERTIFICATION

By submitting this Bid, the Bidder certifies that it has read and reviewed all of the documents pertaining to this Solicitation, that the person signing below is an authorized representative of the Bidding Company, that the Company is legally authorized to do business in the State of Florida, and that the Company maintains in active status an appropriate contractor's license for the work (if applicable). The Bidder also certifies that it complies with all sections (including but not limited to Conflict Of Interest and Ethics) of this Solicitation.

We have received addenda _____


 Hand written Signature of Authorized Officer of Company or Agent

12/15/20 _____
 Date

_____ through _____

Kimberly S. Bryan, Vice President
 Printed Name and Title

092-20 Addendum 5 Appendix B - Bid Workbook

5th St W - Imeson Rd to Melson Ave - Trans - New - Force Main

Only complete the Prices in Yellow Cells

*Unless otherwise noted, this column refers to paragraphs /sections found in the latest edition of the JEA's Water/Wastewater Standards Manual. This document can be found on www.jea.com.

**Reference found in this solicitation.

***Refer to 092-20 Addendum 2 Appendix A - Technical Specifications.

Item No.	Spec Num.	Est. Qty.	Unit	Description	Unit Price	Total Price
1	801.XVII.1	15,819	LF	20" PVC DR-25 Force Main	\$170.00	\$2,689,230.00
2	801.XVII.7	270	EA	20" Restraints for PVC Pipe	\$950.00	\$256,500.00
3	801.XVIII.3	3	EA	20" 90-Degree Bend-DI, MJ	\$3,000.00	\$9,000.00
4	801.XVIII.3	8	EA	20" 45-degree Bend-DI, MJ	\$2,500.00	\$20,000.00
5	801.XVIII.3	34	EA	20" 22.5-degree Bend-DI, MJ	\$2,500.00	\$85,000.00
6	801.XVIII.3	1	EA	20" 11.25-Degree Bend-DI	\$2,500.00	\$2,500.00
7	801.XVIII.3	2	EA	20" End Cap	\$1,525.00	\$3,050.00
8	801.XVII.1	10	LF	24" PVC DR-25 Force Main	\$200.00	\$2,000.00
9	801.XXIV.2	2	EA	24" HDPE-DI Adapter	\$1,750.00	\$3,500.00
10	801.XVIII.3	2	EA	20" x 24" Reducer-DI, MJ	\$3,000.00	\$6,000.00
11	801.XVIII.3	2	EA	24" 11.25-Degree Bend-DI, MJ	\$2,800.00	\$5,600.00
12	801.XVIII.1	21	EA	20" Gate Valve and Box	\$15,000.00	\$315,000.00
13	801.XVIII.4	18	EA	3" ARV and Polymer Manhole	\$15,000.00	\$270,000.00
14	801.XVII.1	80	LF	30" PVC DR-25 Force Main	\$550.00	\$44,000.00
15	801.XVII.7	3	EA	30" Restraints for PVC Pipe	\$3,000.00	\$9,000.00
16	801.XIII.2	2	LF	30" 45-degree Bend-DI, MJ	\$7,500.00	\$15,000.00
17	801.XVIII.3	1	EA	20" x 30" Reducer-DI, MJ	\$6,800.00	\$6,800.00
18	801.XIII.2	1	EA	20" x 12" Reducer-DI, MJ	\$2,000.00	\$2,000.00
19	801.XVII.1	55	LF	16" PVC DR-25 Force Main	\$125.00	\$6,875.00
20	801.XVII.7	2	EA	16" Restraints for PVC Pipe	\$550.00	\$1,100.00
21	801.XIV.4	1	EA	16" Tapping Sleeve and 12" Valve (Connect to existing PVC FM) include spool pieces	\$12,000.00	\$12,000.00
22	801.XVIII.3	4	EA	20" x 16" Tee MJ	\$4,000.00	\$16,000.00
23	801.XIII.1	2	EA	16" Gate Valve (Contingency)	\$6,000.00	\$12,000.00
24	801.XVI.1	38	LF	27" PVC DR-25 Gravity Sewer	\$875.00	\$33,250.00
25	801.XVI.1	64	LF	36" PVC DR-25 Gravity Sewer	\$635.00	\$40,640.00
26	***801.XVI.1, 407. III, 427.III 427.III.1	1	EA	8' DI Rockhard MH	\$120,000.00	\$120,000.00
27	***801.XVI.1, 407. III, 427.III 427.III.1	1	EA	8' DI USCP MH	\$140,000.00	\$140,000.00
28	801.XVII.1, XIII.10	2	EA	12-inch Stainless Steel Line Stop	\$12,000.00	\$24,000.00
29	801.III.2.3	280	LF	Cap and Grout Fill 2-12" Force Mains	\$26.00	\$7,280.00
30	801.III.2.1, 3	100	LF	Seal and Grout Fill 27" VCP Gravity Line	\$60.00	\$6,000.00
				Trenchless installation		
31	801.XVII.1***	120	LF	Jack and Bore RR Crossing Easement Between Imeson and Picketville Rd, 36" steel casing min 0.562" thickness. Approx. Sta. 13+00	\$1,425.00	\$171,000.00
32	801.XVII.1***	130	LF	Jack and Bore RR Crossing 5th St West Between Lane and Ellis Rd No.1, 36" steel casing, Approx. Sta. 77+00	\$1,425.00	\$185,250.00
33	801.XVII.1***	80	LF	Jack and Bore RR Crossing 5th St West Between Lane and Ellis Rd No.2, 36" steel casing, min 0.562" thickness. Approx. Sta. 87+00	\$1,575.00	\$126,000.00
34	801.XVII.1***	170	LF	Palm Ave 36" Jack and Bore, 36" steel casing 0.562" min thickness. Approx. Sta. 148+00	\$1,375.00	\$233,750.00
35	801.XVII.1***	100	LF	Jack and Bore, 36" steel casing min 0.562" thickness. Approx. Sta. 90+00	\$1,525.00	\$152,500.00
36	801.XVII.1***	180	LF	Edgewood Ave 36" Jack and Bore, 36" steel casing min 0.562" thickness. Approx. Sta. 143+00	\$1,300.00	\$234,000.00
37	801.XVII.1, XXIV***	730	LF	I-295 at 5th Street West 24" HDPE DR-11 DIPS HDD. Approx. Sta. 50+00	\$380.00	\$277,400.00
				Water Mains		
38	801.XIII.1	62	LF	10" PVC DR-18 Water Main	\$150.00	\$9,300.00
39	801.XIII.6	10	EA	10" Restraints	\$100.00	\$1,000.00
40	801.XIII.2	4	EA	10" D.I. 45 Deg. Bend	\$425.00	\$1,700.00
41	801.XIII	1	EA	10" Cap	\$250.00	\$250.00
42	801.XIII, XIV.4	2	EA	10" X 8" Tapping Sleeve and Valve include spool pieces	\$7,000.00	\$14,000.00
43	801.XIII.2	2	EA	10" x 8" D.I. Reducer	\$325.00	\$650.00
44	801.XIII.2	1	EA	10" MJ D.I. Tee	\$625.00	\$625.00
45	801.XIV.3, 4	1	EA	10" Gate Valve and Box	\$2,300.00	\$2,300.00
46	801.XIII.1	52	LF	12" PVC DR-18 Water Main	\$200.00	\$10,400.00
47	801.XIII.6	10	EA	12" Restraints	\$125.00	\$1,250.00
48	801.XIII	1	EA	12" Cap	\$300.00	\$300.00
49	801.XIII.2	1	EA	12" MJ D.I. Tee	\$750.00	\$750.00
50	801.XIII.2	1	EA	12"X10" D.I. Reducer	\$500.00	\$500.00
51	801.XIII.2	4	EA	12" D.I. 45 Deg. Bend	\$500.00	\$2,000.00
52	801.XIV.3, 4	1	EA	12" Gate Valve and Box	\$3,000.00	\$3,000.00
53	801.XIII.12	2	EA	Sample test tap	\$1,200.00	\$2,400.00
				Interconnection of 20" FM and existing dual 12" FM, CD-11,17		
54	801.XVII.1	40	LF	10" PVC DR-25 Force Main	\$240.00	\$9,600.00
55	801.XVIII.3	1	EA	12" MJ D.I. Solid Sleeve	\$4,500.00	\$4,500.00
56	801.XIII.2	1	EA	16" x 12" Reducer-DI, MJ	\$1,300.00	\$1,300.00
57	801.XIII.2	4	EA	16" x 10" Reducer-DI, MJ	\$1,300.00	\$5,200.00
58	801.XVIII.3	4	EA	12" MJ D.I. Tee	\$2,200.00	\$8,800.00
59	801.XVIII.3	1	EA	16" x 12" MJ D.I. Tee	\$2,000.00	\$2,000.00
60	801.XVIII.3	4	EA	16" x 10" MJ D.I. Tee	\$2,100.00	\$8,400.00
61	801.XVIII.3	4	EA	20" x 16" MJ D.I. Tee with spool pieces	\$8,150.00	\$32,600.00
62	801.XVIII.3	1	EA	12" 90-Degree Bend-DI, MJ	\$1,000.00	\$1,000.00
63	801.XVIII.3	6	EA	10" 90-Degree Bend-DI, MJ	\$725.00	\$4,350.00
64	801.XVIII.3	2	EA	10" 45-degree Bend-DI, MJ	\$650.00	\$1,300.00
65	801.XIV.3, 4	10	EA	12" x 10" Wet Tap and Valve include spool pieces	\$9,000.00	\$90,000.00
66	801.XIII.1	4	EA	20" Gate Valve and Box with spool pieces	\$18,000.00	\$72,000.00
67	801.XIII.1	4	EA	16" Gate Valve and Box with spool pieces	\$7,500.00	\$30,000.00
68	801.XIII.1	6	EA	12" Gate Valve and Box with spool pieces	\$3,250.00	\$19,500.00
69	801.XIII.1	8	EA	10" Gate Valve and Box with spool pieces	\$1,500.00	\$12,000.00
70	801.XIII.1	8	EA	12" Insert Gate Valve and Box with spool pieces	\$23,000.00	\$184,000.00
				Odor Control Site		
71	801.X.5	35	SY	COJ - Class II Commercial Drive Apron and Sidewalk with COJ class I Driveway dimensions	\$85.00	\$2,975.00
72	801.X.5	50	SY	14' Wide Concrete access drive (COJ Class II commercial drive)	\$85.00	\$4,250.00
73	801.XVI.6	3	EA	6" 45 MJ Bend PVC	\$80.00	\$240.00
74	801.XVI.6	170	LF	6" PVC DR-26 pipe	\$40.00	\$6,800.00
75	801.XVI.6	1	EA	6" 22.5 MJ Bend PVC	\$75.00	\$75.00
76	801.XVI.6	90	LF	4" PVC DR-26 pipe	\$35.00	\$3,150.00
77	801.XVI.6	2	EA	4" 45 MJ Bend PVC	\$45.00	\$90.00

78	801.XIII.3, XIV.4	1	EA	12" x 1" Wet Tap and 10" spool pieces	\$2,300.00	\$2,300.00
79	801.XIII.8	1	EA	Long water service	\$2,600.00	\$2,600.00
Restoration						
80	801.XII.1, 2	5	EA	Remove and replace Storm Inlet to COJ Standards	\$3,500.00	\$17,500.00
81	801.IX.7	3	EA	Remove and Replace Traffic Signal Loop Sensor to COJ and FDOT Standards Type F	\$2,650.00	\$7,950.00
82	801.X.3, 6	200	LF	Remove and Replace Curb/Gutter	\$40.00	\$8,000.00
83	801.X.1, 4	112	SY	Remove and Replace Sidewalk	\$80.00	\$8,960.00
84	801.XII.1, 2	40	LF	Remove and Replace Existing 30" RCP Storm Drain to COJ standards	\$440.00	\$17,600.00
85	801.XII	43	LF	Remove and Replace Existing HECMP to COJ Standards. Approx. Sta. 94+25	\$415.00	\$17,845.00
86	801.III.2.3	1,415	LF	Remove Abandoned Water Main	\$5.75	\$8,136.25
87	801.IX.5, 6	14,453	SY	COJ - Mill and Overlay, specified in drawings (1.5 inch thickness, S-1 or SP12.5)	\$11.00	\$158,983.00
88	801.II&.III	1	LS	Miscellaneous Demolition and Restoration	\$95,000.00	\$95,000.00
89	801.IX.1, X.2,5	2,360	SY	Remove and Replace Concrete/Asphalt Driveway (Contingency)	\$56.00	\$132,160.00
90	801.IX.3	13,712	SY	COJ - Roadway Trench Repair Case X (1.5 inch thickness, S.P. 12.5 or S-1)	\$36.00	\$493,632.00
91	801.IX.1	13,712	SY	COJ - Trench Pavement Removal	\$8.00	\$109,696.00
92	801.VII***10	2,500	SY	Sod, refer to sod restoration in technical specifications	\$9.00	\$22,500.00
93	801.VII***10	1,000	SY	Seed and mulch, refer to sod restoration in technical specifications	\$4.70	\$4,700.00
94	801.VII***	1	LS	Road Shoulder Disturbance Sodding	\$50,000.00	\$50,000.00
Others						
95	801.XV	1	EA	Demolition of Existing Manhole at 5th and Melson	\$3,000.00	\$3,000.00
96	***801.XV, XVI, XVII, XVIII	1	LS	Temporary By-Pass Pumping Around 5th and Melson	\$225,000.00	\$225,000.00
97	*** 52	1	LS	Approved landscaping DCPS trees and fence around odor control site	\$15,000.00	\$15,000.00
98	***801.IV, X	1	LS	Field Verify Existing Dual 12" FM at 5th Street West - Melson Avenue Intersection Allowance	\$10,000.00	\$10,000.00
99	***	1	LS	CSX Flagger Allowance	\$30,000.00	\$30,000.00
100	***	1	LS	Pumping Truck Allowance	\$20,000.00	\$20,000.00
101	***	1	LS	Industrial discharge permitting, and pre-treatment Allowance	\$20,000.00	\$20,000.00
102	***	1	LS	Testing Allowance	\$10,000.00	\$10,000.00
103	***	1	LS	Law Enforcement Allowance	\$80,000.00	\$80,000.00
104	***	1	LS	JEA Supplemental Work Allowance	\$600,000.00	\$600,000.00

SUBTOTAL

\$8,268,342.25

GENERAL/SPECIAL CONDITIONS (MAX. 10% OF SUBTOTAL)

\$735,809.75

TOTAL Bid Price (Subtotal plus General Conditions & Special Conditions, inclusive transfer total to Page 1, 092-20 Addendum 5 Appendix B - Bid Form)

\$9,004,152.00

*** JEA Water and Wastewater Standards or Technical Specifications Reference



Formal Bid and Award System

Award #3 January 14, 2021

Type of Award Request: RENEWAL
Request #: 189
Requestor Name: Tanner, Steve C.
Requestor Phone: (904) 665-7953
Project Title: Communication Tower Site Lease
Project Number: HE30904
Project Location: JEA
Funds: O&M
Award Estimate: \$770,000.00 (Based on \$154,000.00 in FY21)

Scope of Work:

Formal request to renew the existing four (4) site lease agreements between JEA and Pinnacle Towers Acquisition LLC/ Crown Castle International Corp. (Crown Castle acquired Pinnacle Towers Acquisition LLC, however this award, POs and invoices will remain in the name of Pinnacle Towers Acquisition LLC.) Communication connectivity is required at four (4) separate sites. The first two (2) sites Lloyd Rd. and Jax Beach are strictly for the First Coast Radio System (FCRS). The other two (2) sites Dunn Ave. and I-295 and the US1 North/Browning are both for the NMR (Network Meter Reading) which have transitioned to AMI (Advanced Metering Infrastructure). There are no SCADA (Supervisory Control and Data Acquisition), DA (Distribution Automation) or WWLS (Wastewater Lift Station) systems on any of these sites.

JEA IFB/RFP/State/City/GSA#: CPA 104369
Purchasing Agent: Dambrose, Nickolas C.
Is this a ratification?: NO (Payment is not made until end of calendar year)

RECOMMENDED AWARDEE(S):

Name	Contact Name	Address	Phone	Amount
PINNACLE TOWERS ACQUISITION LLC	MIKE GAMEZ	PO BOX 409250, ATLANTA GA 30384-9250	(941) 308-5261	\$791,062.11

Amount of Original Award: \$162,500.00
Date of Original Award: 10/28/1999
Change Order Amount: \$791,062.11

List of Previous Change Order/Amendments:

Change Order #	Amount	Date
1	\$600,000.00	03/25/2010
2	\$661,282.31	12/18/2014
3	\$34,266.87	12/19/2019

New Not To Exceed Amount: \$2,249,111.29

Award Amount for remainder of this FY: \$148,913.69

Length of Contract/PO Term: Five (5) Years w/ Five (5) – 5-Yr Renewals

Begin Date (mm/dd/yyyy): 01/01/2020

End Date (mm/dd/yyyy): 12/31/2024

Renewal Options: YES – See table below

If yes, please explain: These lease agreements will automatically renew from the current term for another five (5) year period. **This item will be returned to awards committee for approval 120 days prior to the auto renewal of Llyod Rd and Jax Beach on 12/31/2024. JEA has the right to cancel at any time with 60 days’ notice.**

JSEB Requirement: N/A

Background/Recommendations:

This agreement was initiated in 1999 for FCRS (First Coast Radio System) and JEA NMR (Network Meter Reading) systems. The original award was sole source with the tower owner Pinnacle and was for the First Coast Radio build. Pinnacle Towers II Inc. owned Lloyd Rd. at the time the original lease was signed, which occurred in 1999. The Jax Beach Tower was owned by TC Florida Towers II, LLC., and the lease was signed on in 1999. The Dunn Ave. and North US 1 Browning lease agreements were with Towercom East Coast, LLC and were signed in 2003. Pinnacle Towers II, LLC acquired Jax Beach, Dunn Ave., and North US 1 Browning from TC Florida Towers II, LLC. and Towercom East Coast, LLC. JEA owned the radio system until 2011 and have carried the leases on behalf of the City of Jacksonville since that time. JEA has an MOU with the City of Jacksonville for reimbursement of the First Coast Radio attachments for these towers. There are four (4) separate lease agreements for each system which automatically renew at the end of the five year period (see the attached Leases for details). This award includes the approval of the auto renewal for Dunn Ave and North US 1 Browning on 12/31/2022. JEA will return to awards committee 120 days prior to the auto renewal of Lloyd Rd and Jax Beach on 12/31/2024. JEA has the right to cancel at any time with 60 days’ notice. It should be noted that the City of Jacksonville (COJ) reimburses JEA for the Jax Beach and Lloyd Road sites. The site lease terms and estimated amounts over the next five (5) years of this award are show below:

Site Name	Term Commencement Date	Current Term End Date	Final Term End Date
Dunn Ave & I295	01/08/2003	12/31/2022	12/31/2032
North US 1 Browning	01/08/2003	12/31/2022	12/31/2032
Lloyd Rd	12/10/1999	12/31/2024	12/31/2029
Jax Beach	12/10/1999	12/31/2024	12/31/2029

Years	Total Award Per Year for all 4 sites	COJ Reimbursement Per Year
FY20-21	\$148,913.69	\$140,460.31
FY21-22	\$153,424.14	\$144,714.72
FY22-23	\$158,071.42	\$149,098.18
FY23-24	\$162,859.67	\$153,614.62
FY24-25	\$167,793.19	\$158,268.08
TOTAL	\$791,062.11	\$746,155.91

The four (4) sites included in this request are as follows:

- Jax Beach – FCRS – reimbursed by COJ (Looking at moving to City of Jax Beach Tower)
- Lloyd Rd – FCRS– reimbursed by COJ (possible co-build with COJ)
- Dunn Avenue/295 – AMI (JEA is going to review the possibility of utilizing an L&G network gateway to replace the need for a collector at this location)
- US1N Browning – AMI (JEA needs to do a survey as there is space now available to us at Dinsmore Sub to build and add capacity for SCADA)

JEA has approached the City of Jacksonville (COJ) about the possibility of co-building to replace 1 of the 4 Pinnacle towers currently under lease. JEA also plans to meet with the City of Jacksonville Beach about possibly moving attachments on the Jax Beach site to help reduce cost. JEA is currently in a holding pattern right now on this discussion with COJ.

Request approval to award for \$791,062.11 to Pinnacle Towers Acquisition LLC. for Communication Tower Site leases as described above, for a new not to exceed amount of \$2,249,111.29, subject to the availability of lawfully appropriated funds.

Manager: Tanner, Steve C. – Communications Analyst, Senior
Director: Traylor, Kymberly A. - Dir Network & Telecommunication Services
Chief : Stephen Datz – Interim Chief Information Officer

APPROVALS:

Chairman, Awards Committee **Date**

Budget Representative **Date**



Formal Bid and Award System

Award #3

December 18, 2014

Award #:
Type of Award Request: RENEWAL
Request #: 189
Requestor Name: Tanner, Steve C.
Requestor Phone: (904) 665-7953
Project Title: Communication Tower Site Lease - PINNACLE TOWERS ACQUISITION LLC/CROWN CASTLE INTERNATIONAL CORP.
Project Number: HE30904
Project Location: JEA
Funds: O&M
Award Estimate: \$661,282.31

Description of Request:

Formal request to renew the existing site lease agreements between JEA and Pinnacle Towers Acquisition LLC/ Crown Castle International Corp. (Crown Castle acquired Pinnacle Towers Acquisition LLC, however this award, POs and invoices will remain in the name of Pinnacle Towers Acquisition LLC.)

Requisition Number:

JEA IFB/RFP/State/City/GSA#: CPA 104369
Purchasing Agent: Woyak, Nathan J
Is this a ratification?: NO
If yes, explain:

RECOMMENDED AWARDEE(S):

104369

Name	Contact Name	Address	Phone	Fax	Amount
PINNACLE TOWERS ACQUISITION LLC	MIKE GAMEZ	PO BOX 409250, ATLANTA GA 30384-9250	(941) 308-5261	(941) 308-4161	\$661,282.31

Amount of Original Award: \$162,500.00
Date of Original Award: 10/28/1999
Change Order Amount: \$661,282.31
List of Previous Change Order/Amendments:

3/25/2010 \$600,000.00

New Not-To-Exceed Amount: \$1,423,782.31

Award Amount for remainder of this FY: \$124,506.40

Length of Contract/PO Term: Five (5) Years

Begin Date (mm/dd/yyyy): 5/1/2015

End Date (mm/dd/yyyy): 4/30/2020

Renewal Options: YES – One (1) – 5-Yr Renewal

If yes, please explain: This lease agreement will automatically renew for another five (5) year period from 5/1/2020 to 4/30/2025.

Contract / PO renewal is required in order to maintain these critical communications for FCRS, AMR, SCADA DA, and SCADA WWLS Systems.

JSEB Requirement: NA

Comments on JSEB Requirements: N/A – lease agreement

BIDDER:

Name	Amount	Disqualified	Reason
PINNACLE TOWERS ACQUISITION LLC	\$661,282.31	NO	

Background/Recommendations:

This agreement was initiated in 1999 for FCRS (the First Coast Radio System) and the JEA NMR (Network Meter Reading) systems. There are separate lease agreements for each system which automatically renew at the end of the five year period (see the attached Leases for details). Per the terms of the agreement and the amendments currently in force, Crown Castle (Pinnacle Towers Acquisition LLC) is allowed to increase the rent by as much as 3-3.5% percent every year. It should be noted that the City of Jacksonville (COJ) reimburses JEA for the Jax Beach and Lloyd Road sites. The estimated amounts over the next five (5) years of this award are show below (see attached spreadsheet for a more detailed breakdown):

Years	Total Award Estimate Per Year	COJ Reimbursement Estimate Per Year (Jax Beach/Lloyd Rd)
FY14-15	\$ 124,506.40	\$117,502.84
FY15-16	\$ 128,276.61	\$121,027.93
FY16-17	\$ 132,124.91	\$124,658.77
FY17-18	\$ 136,125.99	\$128,398.53
FY18-19	\$ 140,248.40	\$132,250.48
TOTAL	\$ 661,282.31	\$623,838.55

Communication connectivity is required at four (4) separate sites. The first two (2) sites Lloyd Rd. and Jax Beach are strictly for the First Coast Radio System (FCRS). The other two (2) sites Dunn Ave. and I-295 and the US1 North/Browning are both for the NMR (Network Meter Reading) now referred to as AMR (Automated Meter Reading System). There are no SCADA (Supervisory Control and Data Acquisition), DA (Distribution Automation) or WWLS (Wastewater Lift Station) systems on any of these sites.

Request approval to award a five (5) year lease renewal to Pinnacle Towers Acquisition LLC. for Communication Tower Site Lease in the amount of \$661,282.31, for a new not to exceed amount of \$1,423,782.31, subject to the availability of lawfully appropriated funds.

Manager: Traylor, Kymberly A. - Mgr Network & Telecommunications Services

Director: Edgar, Cindy L. - Director, Technology Infrastructure

VP:

APPROVALS:

 12-18-14

Chairman, Awards Committee **Date**

 12-18-14

Manager, Capital Budget Planning **Date**



Crown Castle International
2000 Corporate Drive
Canonsburg, PA 15317

Mark Schrott
Vice President
Property Management

Tel 724-416-2140
Fax 724-416-4140
Mark.schrott@crowncastle.com

February 27, 2007

VIA CERTIFIED US MAIL

RE: Transfer of Tower Site: 108087 / Dunn Ave. & I-295
Customer Reference: 77269
Global Signal Entity: 91900 - Pinnacle Towers Acquisition LLC
Crown Site ID: 873265

JACKSONVILLE ELECTRIC AUTHORITY
CITY OF JACKSONVILLE JEA
P.O. BOX 4910
JACKSONVILLE, FL 32202

Dear JACKSONVILLE ELECTRIC AUTHORITY:

The purpose of this letter is to notify you that CCGS Holdings LLC ("Crown Castle"), a subsidiary of Crown Castle International Corp., has merged with Global Signal Inc. ("GSL") effective January 12, 2007. As of that date, GSL and all of its subsidiaries are operating as direct and indirect subsidiaries of Crown Castle. As a result Crown Castle or its applicable subsidiaries are now responsible for the rights and obligations of GSL subsidiaries. This transaction should have no affect upon your existing contractual relationship.

PAYMENT:

Please continue to send payments to the same payee, account number, and address as you have in the past.

Accompanying the payment for this site, please reference the "Crown Site ID" number noted above.

NOTICE ADDRESS: All correspondence and notices should be sent to the address below:

Crown Castle International Corp.
Attn: Property Management Department
2000 Corporate Drive
Canonsburg, PA 15317

If you have any other questions, please contact Crown Castle directly at the telephone numbers listed below:

- Questions regarding future payments, invoices, and/or existing license agreement may be directed to our Customer Account Administration Department at 1-877-4-TOWERS (877-486-9377) - option #7
- Questions regarding the operation and maintenance of the site may be directed to the Network Operations Center at 1-800-788-7011

Questions regarding modifications to your existing agreements, i.e. applications for equipment modifications, or interest in additional tower sites, may be directed to Rick Platt, Vice President, National Sales at 724-416-2167.

We thank you for your cooperation in this matter.

Sincerely,

Mark Schrott
Vice President of Property Management

Crown Site Reference: 873265



Crown Castle International
2000 Corporate Drive
Canonsburg, PA 15317

Mark Schrott
Vice President
Property Management

Tel 724-416-2140
Fax 724-416-4140
Mark.schrott@crowncastle.com

February 27, 2007

VIA CERTIFIED US MAIL

RE: Transfer of Tower Site: 108105 / Jax Beach
Customer Reference: 77269
Global Signal Entity: 91900 - Pinnacle Towers Acquisition LLC
Crown Site ID: 873283

JACKSONVILLE ELECTRIC AUTHORITY
CITY OF JACKSONVILLE JEA
P.O. BOX 4910
JACKSONVILLE, FL 32202

Dear JACKSONVILLE ELECTRIC AUTHORITY:

The purpose of this letter is to notify you that CCGS Holdings LLC ("Crown Castle"), a subsidiary of Crown Castle International Corp., has merged with Global Signal Inc. ("GSL") effective January 12, 2007. As of that date, GSL and all of its subsidiaries are operating as direct and indirect subsidiaries of Crown Castle. As a result Crown Castle or its applicable subsidiaries are now responsible for the rights and obligations of GSL subsidiaries. This transaction should have no affect upon your existing contractual relationship.

PAYMENT:

Please continue to send payments to the same payee, account number, and address as you have in the past.

Accompanying the payment for this site, please reference the "Crown Site ID" number noted above.

NOTICE ADDRESS: All correspondence and notices should be sent to the address below:

**Crown Castle International Corp.
Attn: Property Management Department
2000 Corporate Drive
Canonsburg, PA 15317**

If you have any other questions, please contact Crown Castle directly at the telephone numbers listed below:

- Questions regarding future payments, invoices, and/or existing license agreement may be directed to our Customer Account Administration Department at 1-877-4-TOWERS (877-486-9377) - option #7
- Questions regarding the operation and maintenance of the site may be directed to the Network Operations Center at 1-800-788-7011

Questions regarding modifications to your existing agreements, i.e. applications for equipment modifications, or interest in additional tower sites, may be directed to Rick Platt, Vice President, National Sales at 724-416-2167.

We thank you for your cooperation in this matter.

Sincerely,

Mark Schrott
Vice President of Property Management

Crown Site Reference: 873283



Crown Castle International
2000 Corporate Drive
Canonsburg, PA 15317

Mark Schrott
Vice President
Property Management

Tel 724-416-2140
Fax 724-416-4140
Mark.schrott@crowncastle.com

February 27, 2007

VIA CERTIFIED US MAIL

RE: Transfer of Tower Site: 108117 / North US 1 - Browning
Customer Reference: 77269
Global Signal Entity: 91900 - Pinnacle Towers Acquisition LLC
Crown Site ID: 873295

JACKSONVILLE ELECTRIC AUTHORITY
CITY OF JACKSONVILLE JEA
P.O. BOX 4910
JACKSONVILLE, FL 32202

Dear JACKSONVILLE ELECTRIC AUTHORITY:

The purpose of this letter is to notify you that CCGS Holdings LLC ("Crown Castle"), a subsidiary of Crown Castle International Corp., has merged with Global Signal Inc. ("GSL") effective January 12, 2007. As of that date, GSL and all of its subsidiaries are operating as direct and indirect subsidiaries of Crown Castle. As a result Crown Castle or its applicable subsidiaries are now responsible for the rights and obligations of GSL subsidiaries. This transaction should have no affect upon your existing contractual relationship.

PAYMENT:

Please continue to send payments to the same payee, account number, and address as you have in the past.

Accompanying the payment for this site, please reference the "Crown Site ID" number noted above.

NOTICE ADDRESS: All correspondence and notices should be sent to the address below:

**Crown Castle International Corp.
Attn: Property Management Department
2000 Corporate Drive
Canonsburg, PA 15317**

If you have any other questions, please contact Crown Castle directly at the telephone numbers listed below:

- Questions regarding future payments, invoices, and/or existing license agreement may be directed to our Customer Account Administration Department at 1-877-4-TOWERS (877-486-9377) - option #7
- Questions regarding the operation and maintenance of the site may be directed to the Network Operations Center at 1-800-788-7011

Questions regarding modifications to your existing agreements, i.e. applications for equipment modifications, or interest in additional tower sites, may be directed to Rick Platt, Vice President, National Sales at 724-416-2167.

We thank you for your cooperation in this matter.

Sincerely,

Mark Schrott
Vice President of Property Management

Crown Site Reference: 873295



Crown Castle International
2000 Corporate Drive
Canonsburg, PA 15317

Mark Schrott
Vice President
Property Management

Tel 724-416-2140
Fax 724-416-4140
Mark.schrott@crowncastle.com

February 27, 2007

VIA CERTIFIED US MAIL

RE: Transfer of Tower Site: 101440 / Jacksonville (Lloyd Rd.)
Customer Reference:
Global Signal Entity: 90300 - Pinnacle Towers Inc
Crown Site ID: 870930

JACKSONVILLE TRANSIT AUTHORITY
PO DRAWER O
100 N MYRTLE AVE
JACKSONVILLE, FL 32203

Dear JACKSONVILLE TRANSIT AUTHORITY:

The purpose of this letter is to notify you that CCGS Holdings LLC ("Crown Castle"), a subsidiary of Crown Castle International Corp., has merged with Global Signal Inc. ("GSL") effective January 12, 2007. As of that date, GSL and all of its subsidiaries are operating as direct and indirect subsidiaries of Crown Castle. As a result Crown Castle or its applicable subsidiaries are now responsible for the rights and obligations of GSL subsidiaries. This transaction should have no affect upon your existing contractual relationship.

PAYMENT:

Please continue to send payments to the same payee, account number, and address as you have in the past.

Accompanying the payment for this site, please reference the "Crown Site ID" number noted above.

NOTICE ADDRESS: All correspondence and notices should be sent to the address below:

**Crown Castle International Corp.
Attn: Property Management Department
2000 Corporate Drive
Canonsburg, PA 15317**

If you have any other questions, please contact Crown Castle directly at the telephone numbers listed below:

- Questions regarding future payments, invoices, and/or existing license agreement may be directed to our Customer Account Administration Department at 1-877-4-TOWERS (877-486-9377) - option #7
- Questions regarding the operation and maintenance of the site may be directed to the Network Operations Center at 1-800-788-7011

Questions regarding modifications to your existing agreements, i.e. applications for equipment modifications, or interest in additional tower sites, may be directed to Rick Platt, Vice President, National Sales at 724-416-2167.

We thank you for your cooperation in this matter.

Sincerely,

Mark Schrott
Vice President of Property Management

Crown Site Reference: 870930



Crown Castle International
2000 Corporate Drive
Canonsburg, PA 15317

Mark Schrott
Vice President
Property Management

Tel 724-416-2140
Fax 724-416-4140
Mark.schrott@crowncastle.com

February 27, 2007

VIA CERTIFIED US MAIL

RE: Transfer of Tower Site: 108087 / Dunn Ave. & I-295
Customer Reference: 77269
Global Signal Entity: 91900 - Pinnacle Towers Acquisition LLC
Crown Site ID: 873265

JACKSONVILLE ELECTRIC AUTHORITY
CITY OF JACKSONVILLE JEA
P.O. BOX 4910
JACKSONVILLE, FL 32202

Dear JACKSONVILLE ELECTRIC AUTHORITY:

The purpose of this letter is to notify you that CCGS Holdings LLC ("Crown Castle"), a subsidiary of Crown Castle International Corp., has merged with Global Signal Inc. ("GSL") effective January 12, 2007. As of that date, GSL and all of its subsidiaries are operating as direct and indirect subsidiaries of Crown Castle. As a result Crown Castle or its applicable subsidiaries are now responsible for the rights and obligations of GSL subsidiaries. This transaction should have no affect upon your existing contractual relationship.

PAYMENT:

Please continue to send payments to the same payee, account number, and address as you have in the past.

Accompanying the payment for this site, please reference the "Crown Site ID" number noted above.

NOTICE ADDRESS: All correspondence and notices should be sent to the address below:

Crown Castle International Corp.
Attn: Property Management Department
2000 Corporate Drive
Canonsburg, PA 15317

If you have any other questions, please contact Crown Castle directly at the telephone numbers listed below:

- Questions regarding future payments, invoices, and/or existing license agreement may be directed to our Customer Account Administration Department at 1-877-4-TOWERS (877-486-9377) - option #7
- Questions regarding the operation and maintenance of the site may be directed to the Network Operations Center at 1-800-788-7011

Questions regarding modifications to your existing agreements, i.e. applications for equipment modifications, or interest in additional tower sites, may be directed to Rick Platt, Vice President, National Sales at 724-416-2167.

We thank you for your cooperation in this matter.

Sincerely,

Mark Schrott
Vice President of Property Management

Crown Site Reference: 873265



Crown Castle International
2000 Corporate Drive
Canonsburg, PA 15317

Mark Schrott
Vice President
Property Management

Tel 724-416-2140
Fax 724-416-4140
Mark.schrott@crowncastle.com

February 27, 2007

VIA CERTIFIED US MAIL

RE: Transfer of Tower Site: 108105 / Jax Beach
Customer Reference: 77269
Global Signal Entity: 91900 - Pinnacle Towers Acquisition LLC
Crown Site ID: 873283

JACKSONVILLE ELECTRIC AUTHORITY
CITY OF JACKSONVILLE JEA
P.O. BOX 4910
JACKSONVILLE, FL 32202

Dear JACKSONVILLE ELECTRIC AUTHORITY:

The purpose of this letter is to notify you that CCGS Holdings LLC ("Crown Castle"), a subsidiary of Crown Castle International Corp., has merged with Global Signal Inc. ("GSL") effective January 12, 2007. As of that date, GSL and all of its subsidiaries are operating as direct and indirect subsidiaries of Crown Castle. As a result Crown Castle or its applicable subsidiaries are now responsible for the rights and obligations of GSL subsidiaries. This transaction should have no affect upon your existing contractual relationship.

PAYMENT:

Please continue to send payments to the same payee, account number, and address as you have in the past.

Accompanying the payment for this site, please reference the "Crown Site ID" number noted above.

NOTICE ADDRESS: All correspondence and notices should be sent to the address below:

**Crown Castle International Corp.
Attn: Property Management Department
2000 Corporate Drive
Canonsburg, PA 15317**

If you have any other questions, please contact Crown Castle directly at the telephone numbers listed below:

- Questions regarding future payments, invoices, and/or existing license agreement may be directed to our Customer Account Administration Department at 1-877-4-TOWERS (877-486-9377) - option #7
- Questions regarding the operation and maintenance of the site may be directed to the Network Operations Center at 1-800-788-7011

Questions regarding modifications to your existing agreements, i.e. applications for equipment modifications, or interest in additional tower sites, may be directed to Rick Platt, Vice President, National Sales at 724-416-2167.

We thank you for your cooperation in this matter.

Sincerely,

Mark Schrott
Vice President of Property Management

Crown Site Reference: 873283



Crown Castle International
2000 Corporate Drive
Canonsburg, PA 15317

Mark Schrott
Vice President
Property Management

Tel 724-416-2140
Fax 724-416-4140
Mark.schrott@crowncastle.com

February 27, 2007

VIA CERTIFIED US MAIL

RE: Transfer of Tower Site: 108117 / North US 1 - Browning
Customer Reference: 77269
Global Signal Entity: 91900 - Pinnacle Towers Acquisition LLC
Crown Site ID: 873295

JACKSONVILLE ELECTRIC AUTHORITY
CITY OF JACKSONVILLE JEA
P.O. BOX 4910
JACKSONVILLE, FL 32202

Dear JACKSONVILLE ELECTRIC AUTHORITY:

The purpose of this letter is to notify you that CCGS Holdings LLC ("Crown Castle"), a subsidiary of Crown Castle International Corp., has merged with Global Signal Inc. ("GSL") effective January 12, 2007. As of that date, GSL and all of its subsidiaries are operating as direct and indirect subsidiaries of Crown Castle. As a result Crown Castle or its applicable subsidiaries are now responsible for the rights and obligations of GSL subsidiaries. This transaction should have no affect upon your existing contractual relationship.

PAYMENT:

Please continue to send payments to the same payee, account number, and address as you have in the past.

Accompanying the payment for this site, please reference the "Crown Site ID" number noted above.

NOTICE ADDRESS: All correspondence and notices should be sent to the address below:

**Crown Castle International Corp.
Attn: Property Management Department
2000 Corporate Drive
Canonsburg, PA 15317**

If you have any other questions, please contact Crown Castle directly at the telephone numbers listed below:

- Questions regarding future payments, invoices, and/or existing license agreement may be directed to our Customer Account Administration Department at 1-877-4-TOWERS (877-486-9377) - option #7
- Questions regarding the operation and maintenance of the site may be directed to the Network Operations Center at 1-800-788-7011

Questions regarding modifications to your existing agreements, i.e. applications for equipment modifications, or interest in additional tower sites, may be directed to Rick Platt, Vice President, National Sales at 724-416-2167.

We thank you for your cooperation in this matter.

Sincerely,

Mark Schrott
Vice President of Property Management

Crown Site Reference: 873295



Crown Castle International
2000 Corporate Drive
Canonsburg, PA 15317

Mark Schrott
Vice President
Property Management

Tel 724-416-2140
Fax 724-416-4140
Mark.schrott@crowncastle.com

February 27, 2007

VIA CERTIFIED US MAIL

RE: Transfer of Tower Site: 101440 / Jacksonville (Lloyd Rd.)
Customer Reference:
Global Signal Entity: 90300 - Pinnacle Towers Inc
Crown Site ID: 870930

JACKSONVILLE TRANSIT AUTHORITY
PO DRAWER O
100 N MYRTLE AVE
JACKSONVILLE, FL 32203

Dear JACKSONVILLE TRANSIT AUTHORITY:

The purpose of this letter is to notify you that CCGS Holdings LLC ("Crown Castle"), a subsidiary of Crown Castle International Corp., has merged with Global Signal Inc. ("GSL") effective January 12, 2007. As of that date, GSL and all of its subsidiaries are operating as direct and indirect subsidiaries of Crown Castle. As a result Crown Castle or its applicable subsidiaries are now responsible for the rights and obligations of GSL subsidiaries. This transaction should have no affect upon your existing contractual relationship.

PAYMENT:

Please continue to send payments to the same payee, account number, and address as you have in the past.

Accompanying the payment for this site, please reference the "Crown Site ID" number noted above.

NOTICE ADDRESS: All correspondence and notices should be sent to the address below:

**Crown Castle International Corp.
Attn: Property Management Department
2000 Corporate Drive
Canonsburg, PA 15317**

If you have any other questions, please contact Crown Castle directly at the telephone numbers listed below:

- Questions regarding future payments, invoices, and/or existing license agreement may be directed to our Customer Account Administration Department at 1-877-4-TOWERS (877-486-9377) - option #7
- Questions regarding the operation and maintenance of the site may be directed to the Network Operations Center at 1-800-788-7011

Questions regarding modifications to your existing agreements, i.e. applications for equipment modifications, or interest in additional tower sites, may be directed to Rick Platt, Vice President, National Sales at 724-416-2167.

We thank you for your cooperation in this matter.

Sincerely,

Mark Schrott
Vice President of Property Management

Crown Site Reference: 870930



Crown Castle International
2000 Corporate Drive
Canonsburg, PA 15317

Mark Schrott
Vice President
Property Management

Tel 724-416-2140
Fax 724-416-4140
Mark.schrott@crowncastle.com

February 27, 2007

VIA CERTIFIED US MAIL

RE: Transfer of Tower Site: 101440 / Jacksonville (Lloyd Rd.)
Customer Reference: 77268
Global Signal Entity: 90300 - Pinnacle Towers Inc
Crown Site ID: 870930

CITY OF JACKSONVILLE JEA
PO BOX 4910
JACKSONVILLE, FL 32202

Dear CITY OF JACKSONVILLE JEA:

The purpose of this letter is to notify you that CCGS Holdings LLC ("Crown Castle"), a subsidiary of Crown Castle International Corp., has merged with Global Signal Inc. ("GSL") effective January 12, 2007. As of that date, GSL and all of its subsidiaries are operating as direct and indirect subsidiaries of Crown Castle. As a result Crown Castle or its applicable subsidiaries are now responsible for the rights and obligations of GSL subsidiaries. This transaction should have no affect upon your existing contractual relationship.

PAYMENT:

Please continue to send payments to the same payee, account number, and address as you have in the past.

Accompanying the payment for this site, please reference the "Crown Site ID" number noted above.

NOTICE ADDRESS: All correspondence and notices should be sent to the address below:

**Crown Castle International Corp.
Attn: Property Management Department
2000 Corporate Drive
Canonsburg, PA 15317**

If you have any other questions, please contact Crown Castle directly at the telephone numbers listed below:

- Questions regarding future payments, invoices, and/or existing license agreement may be directed to our Customer Account Administration Department at 1-877-4-TOWERS (877-486-9377) - option #7
- Questions regarding the operation and maintenance of the site may be directed to the Network Operations Center at 1-800-788-7011

Questions regarding modifications to your existing agreements, i.e. applications for equipment modifications, or interest in additional tower sites, may be directed to Rick Platt, Vice President, National Sales at 724-416-2167.

We thank you for your cooperation in this matter.

Sincerely,

Mark Schrott
Vice President of Property Management

Crown Site Reference: 870930



Crown Castle International
2000 Corporate Drive
Canonsburg, PA 15317

Mark Schrott
Vice President
Property Management

Tel 724-416-2140
Fax 724-416-4140
Mark.schrott@crowncastle.com

February 27, 2007

VIA CERTIFIED US MAIL

RE: Transfer of Tower Site: 108087 / Dunn Ave. & I-295
Customer Reference: 77269
Global Signal Entity: 91900 - Pinnacle Towers Acquisition LLC
Crown Site ID: 873265

JACKSONVILLE ELECTRIC AUTHORITY
CITY OF JACKSONVILLE JEA
P.O. BOX 4910
JACKSONVILLE, FL 32202

Dear JACKSONVILLE ELECTRIC AUTHORITY:

The purpose of this letter is to notify you that CCGS Holdings LLC ("Crown Castle"), a subsidiary of Crown Castle International Corp., has merged with Global Signal Inc. ("GSL") effective January 12, 2007. As of that date, GSL and all of its subsidiaries are operating as direct and indirect subsidiaries of Crown Castle. As a result Crown Castle or its applicable subsidiaries are now responsible for the rights and obligations of GSL subsidiaries. This transaction should have no affect upon your existing contractual relationship.

PAYMENT:

Please continue to send payments to the same payee, account number, and address as you have in the past.

Accompanying the payment for this site, please reference the "Crown Site ID" number noted above.

NOTICE ADDRESS: All correspondence and notices should be sent to the address below:

Crown Castle International Corp.
Attn: Property Management Department
2000 Corporate Drive
Canonsburg, PA 15317

If you have any other questions, please contact Crown Castle directly at the telephone numbers listed below:

- Questions regarding future payments, invoices, and/or existing license agreement may be directed to our Customer Account Administration Department at 1-877-4-TOWERS (877-486-9377) - option #7
- Questions regarding the operation and maintenance of the site may be directed to the Network Operations Center at 1-800-788-7011

Questions regarding modifications to your existing agreements, i.e. applications for equipment modifications, or interest in additional tower sites, may be directed to Rick Platt, Vice President, National Sales at 724-416-2167.

We thank you for your cooperation in this matter.

Sincerely,

Mark Schrott
Vice President of Property Management

Crown Site Reference: 873265



Crown Castle International
2000 Corporate Drive
Canonsburg, PA 15317

Mark Schrott
Vice President
Property Management

Tel 724-416-2140
Fax 724-416-4140
Mark.schrott@crowncastle.com

February 27, 2007

VIA CERTIFIED US MAIL

RE: Transfer of Tower Site: 108105 / Jax Beach
Customer Reference: 77269
Global Signal Entity: 91900 - Pinnacle Towers Acquisition LLC
Crown Site ID: 873283

JACKSONVILLE ELECTRIC AUTHORITY
CITY OF JACKSONVILLE JEA
P.O. BOX 4910
JACKSONVILLE, FL 32202

Dear JACKSONVILLE ELECTRIC AUTHORITY:

The purpose of this letter is to notify you that CCGS Holdings LLC ("Crown Castle"), a subsidiary of Crown Castle International Corp., has merged with Global Signal Inc. ("GSL") effective January 12, 2007. As of that date, GSL and all of its subsidiaries are operating as direct and indirect subsidiaries of Crown Castle. As a result Crown Castle or its applicable subsidiaries are now responsible for the rights and obligations of GSL subsidiaries. This transaction should have no affect upon your existing contractual relationship.

PAYMENT:

Please continue to send payments to the same payee, account number, and address as you have in the past.

Accompanying the payment for this site, please reference the "Crown Site ID" number noted above.

NOTICE ADDRESS: All correspondence and notices should be sent to the address below:

**Crown Castle International Corp.
Attn: Property Management Department
2000 Corporate Drive
Canonsburg, PA 15317**

If you have any other questions, please contact Crown Castle directly at the telephone numbers listed below:

- Questions regarding future payments, invoices, and/or existing license agreement may be directed to our Customer Account Administration Department at 1-877-4-TOWERS (877-486-9377) - option #7
- Questions regarding the operation and maintenance of the site may be directed to the Network Operations Center at 1-800-788-7011

Questions regarding modifications to your existing agreements, i.e. applications for equipment modifications, or interest in additional tower sites, may be directed to Rick Platt, Vice President, National Sales at 724-416-2167.

We thank you for your cooperation in this matter.

Sincerely,

Mark Schrott
Vice President of Property Management

Crown Site Reference: 873283



Crown Castle International
2000 Corporate Drive
Canonsburg, PA 15317

Mark Schrott
Vice President
Property Management

Tel 724-416-2140
Fax 724-416-4140
Mark.schrott@crowncastle.com

February 27, 2007

VIA CERTIFIED US MAIL

RE: Transfer of Tower Site: 108117 / North US 1 - Browning
Customer Reference: 77269
Global Signal Entity: 91900 - Pinnacle Towers Acquisition LLC
Crown Site ID: 873295

JACKSONVILLE ELECTRIC AUTHORITY
CITY OF JACKSONVILLE JEA
P.O. BOX 4910
JACKSONVILLE, FL 32202

Dear JACKSONVILLE ELECTRIC AUTHORITY:

The purpose of this letter is to notify you that CCGS Holdings LLC ("Crown Castle"), a subsidiary of Crown Castle International Corp., has merged with Global Signal Inc. ("GSL") effective January 12, 2007. As of that date, GSL and all of its subsidiaries are operating as direct and indirect subsidiaries of Crown Castle. As a result Crown Castle or its applicable subsidiaries are now responsible for the rights and obligations of GSL subsidiaries. This transaction should have no affect upon your existing contractual relationship.

PAYMENT:

Please continue to send payments to the same payee, account number, and address as you have in the past.

Accompanying the payment for this site, please reference the "Crown Site ID" number noted above.

NOTICE ADDRESS: All correspondence and notices should be sent to the address below:

**Crown Castle International Corp.
Attn: Property Management Department
2000 Corporate Drive
Canonsburg, PA 15317**

If you have any other questions, please contact Crown Castle directly at the telephone numbers listed below:

- Questions regarding future payments, invoices, and/or existing license agreement may be directed to our Customer Account Administration Department at 1-877-4-TOWERS (877-486-9377) - option #7
- Questions regarding the operation and maintenance of the site may be directed to the Network Operations Center at 1-800-788-7011

Questions regarding modifications to your existing agreements, i.e. applications for equipment modifications, or interest in additional tower sites, may be directed to Rick Platt, Vice President, National Sales at 724-416-2167.

We thank you for your cooperation in this matter.

Sincerely,

Mark Schrott
Vice President of Property Management

Crown Site Reference: 873295



Crown Castle International
2000 Corporate Drive
Canonsburg, PA 15317

Mark Schrott
Vice President
Property Management

Tel 724-416-2140
Fax 724-416-4140
Mark.schrott@crowncastle.com

February 27, 2007

VIA CERTIFIED US MAIL

RE: Transfer of Tower Site: 101440 / Jacksonville (Lloyd Rd.)
Customer Reference:
Global Signal Entity: 90300 - Pinnacle Towers Inc
Crown Site ID: 870930

JACKSONVILLE TRANSIT AUTHORITY
PO DRAWER O
100 N MYRTLE AVE
JACKSONVILLE, FL 32203

Dear JACKSONVILLE TRANSIT AUTHORITY:

The purpose of this letter is to notify you that CCGS Holdings LLC ("Crown Castle"), a subsidiary of Crown Castle International Corp., has merged with Global Signal Inc. ("GSL") effective January 12, 2007. As of that date, GSL and all of its subsidiaries are operating as direct and indirect subsidiaries of Crown Castle. As a result Crown Castle or its applicable subsidiaries are now responsible for the rights and obligations of GSL subsidiaries. This transaction should have no affect upon your existing contractual relationship.

PAYMENT:

Please continue to send payments to the same payee, account number, and address as you have in the past.

Accompanying the payment for this site, please reference the "Crown Site ID" number noted above.

NOTICE ADDRESS: All correspondence and notices should be sent to the address below:

**Crown Castle International Corp.
Attn: Property Management Department
2000 Corporate Drive
Canonsburg, PA 15317**

If you have any other questions, please contact Crown Castle directly at the telephone numbers listed below:

- Questions regarding future payments, invoices, and/or existing license agreement may be directed to our Customer Account Administration Department at 1-877-4-TOWERS (877-486-9377) - option #7
- Questions regarding the operation and maintenance of the site may be directed to the Network Operations Center at 1-800-788-7011

Questions regarding modifications to your existing agreements, i.e. applications for equipment modifications, or interest in additional tower sites, may be directed to Rick Platt, Vice President, National Sales at 724-416-2167.

We thank you for your cooperation in this matter.

Sincerely,

Mark Schrott
Vice President of Property Management

Crown Site Reference: 870930

Doc# 2004029114
Book: 11604
Pages: 1773 - 1781-A
Filed & Recorded
01/28/2004 12:40:13 PM
JIM FULLER
CLERK CIRCUIT COURT
DUVAL COUNTY
RECORDING \$ 37.00
TRUST FUND \$ 5.00

RETURN TO:

**First American Title
Insurance Company**

National Accounts / High Volume
Commercial Unit

7370 College Parkway, Suite 104
Fort Myers, Florida 33907

Ph: 800 585-2906 • Fax: 941 938-8885

Cross Reference:

Book 9858

Page 1237

Duval County, Florida

Prepared by:

Locke Liddell & Sapp LLP
601 Poydras, Suite 2400
New Orleans, Louisiana 70130
Attn: Robert W. Mouton

After Recording Return to:

First American Title Insurance Company
7370 College Parkway, Suite 104
Ft. Myers, Florida 33907
Attn: David Brown

MASTER BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT

MASTER BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT ("Bill of Sale"), dated as of December 4, 2003, by and between TOWERCOM EAST COAST, L.L.C., a Florida limited liability company ("TowerCom East Coast") ("Seller"), having an address at c/o TowerCom Enterprises, L.L.C., 230 Peachtree Street, N.W., Suite 1440, Atlanta, Georgia 30303, and PINNACLE TOWERS ACQUISITION LLC, a Delaware limited liability company ("Purchaser"), having an address at 301 North Cattlemen Road, Suite 300, Sarasota, Florida 34232, pursuant to the Asset Purchase Agreement, dated as of October 29, 2003, by and between Purchaser, Seller, various affiliates of Seller, TC Florida Towers II, L.L.C., a Florida limited liability company, and TowerCom Enterprises, L.L.C., a Florida limited liability company (the "Purchase Agreement"). All capitalized terms used but not otherwise defined herein shall have the respective meanings given to such terms in the Purchase Agreement.

WHEREAS, in accordance with the terms of the Purchase Agreement, Seller has agreed to sell, assign, transfer and deliver to Purchaser all right, title and interest of Seller in and to (i) the Ground Lease set forth on Exhibit A; (ii) the Tenant Leases set forth on Exhibit B; and (iii) the communications tower(s) and all guy wires, anchors, cables, equipment, buildings, structures, improvements, fixtures and personal property situated on the leased premises described on

9

10/1

6000-019

Exhibit A (collectively, together with the Acquired Tower Assets more fully described in the Purchase Agreement, the "Assigned Tower Assets");

WHEREAS, the Purchase Agreement provides for certain representations and warranties of Seller and for the assumption by Purchaser of certain liabilities and obligations of Seller and the assignment to Purchaser of Seller's rights associated with the liabilities and obligations assumed;

WHEREAS, Seller desires to assign, convey and set over unto Purchaser and its successors and assigns all of Seller's right, title and interest in, to and under the Assigned Tower Assets, and Purchaser and its successors and assigns desire to assume certain liabilities and obligations of Seller thereunder.

NOW, THEREFORE, for good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Seller and Purchaser agree as follows:

1. (a) Effective as of the date hereof, Sellers assigns, conveys and sets over unto Purchaser and its successors and assigns, forever, all of Seller's right, title and interest in, to and under the Assigned Tower Assets.

(b) Seller does hereby bind itself and its respective successors and assigns to warrant and forever defend title to the Assigned Tower Assets unto Purchaser and its successors and assigns, (i) as to the leasehold estate described on Exhibit A, against every Person whomsoever claiming or asserting any claim against any or all of the same, due to matters arising by, through or under Sellers; and (ii) as to all other Assigned Tower Assets, against every Person whomsoever claiming or asserting any claim against any or all of such other Assigned Tower Assets.

2. Upon the terms and subject to the conditions of the Purchase Agreement, Purchaser hereby assumes and agrees to perform, discharge and satisfy, to the extent arising after the date hereof and to the extent such liabilities and obligations do not constitute Excluded Obligations, all of the liabilities and obligations of Seller (i) under the Ground Lease set forth on Exhibit A and (ii) under the Tenant Leases set forth on Exhibit B. Purchaser shall not have any obligation, duty or liability under or with respect to the Assigned Tower Assets arising or accruing on or before the date hereof.

3. Seller, by its execution hereof, and Purchaser, by its acceptance hereof, each hereby confirm their respective indemnification and hold harmless obligations in favor of the other as set forth in the Purchase Agreement, which indemnification and hold harmless obligations are obligations separate and independent from the consideration expressed in the Purchase Agreement, and each acknowledge that such obligations shall not merge herewith, but shall survive the execution and delivery of this Bill of Sale and shall remain in full force and effect after the execution and delivery of this Bill of Sale.

4. Seller hereby covenants and agrees with Purchaser that it shall duly execute and deliver all such further notices and instruments of sale, transfer, assignment and delivery as may be necessary to more fully to sell, transfer, assign and deliver to and vest in Purchaser the Assigned Tower Assets, and to permit Purchaser to exercise all rights and remedies with respect thereto and otherwise give full effect to the provisions of the Purchase Agreement.

5. Except as expressly set forth in Section 1(a), nothing contained in this Bill of Sale shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions of the Purchase Agreement, including, without limitation, the warranties, covenants, agreements, conditions and representations contained in the Purchase Agreement and, in general, any of the rights and remedies, and any of the obligations and indemnifications, of Seller or Purchaser as set forth in the Purchase Agreement.

6. All of the terms and provisions of this Bill of Sale shall be binding upon Seller and its successors and assigns and shall inure to the benefit of Purchaser, its successors and assigns.

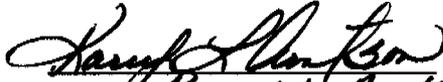
7. This Bill of Sale shall be construed, performed and enforced in accordance with, and governed by, the Laws of the State of Florida, without giving effect to the principles of conflicts of laws thereof.

8. This Bill of Sale may be executed in two or more counterparts, each of which when so executed and delivered shall be deemed an original, but all of which taken together shall constitute one and the same instrument, binding upon all of the parties. Delivery of an executed counterpart of a signature page to this Bill of Sale by facsimile shall be effective as delivery of a manually executed counterpart of this Bill of Sale.

[Signature Pages Follow]

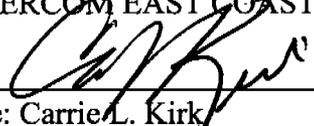
IN WITNESS WHEREOF, Seller and Purchaser have executed this Bill of Sale as of the date first written above.

Witness:

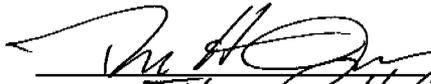

Name: Nancy L. Anstson

SELLER:

TOWERCOM EAST COAST, L.L.C.

By: 
Name: Carrie L. Kirk
Title: Executive Vice-President

Witness:


Name: Thomas H. Campbell

ACKNOWLEDGEMENT
(TOWERCOM EAST COAST)

STATE OF Georgia
COUNTY OF Duval

The foregoing instrument was acknowledged before me on this 24 day of November, 2003 by Carrie L. Kirk, as Executive Vice-President of TowerCom East Coast, L.L.C., a Florida limited liability company, on behalf of said company.

Madden E. DeGarmo
Notary Public, State and County of aforesaid

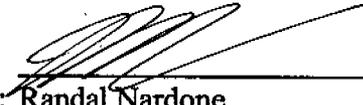
Madden E. DeGarmo
Print Name



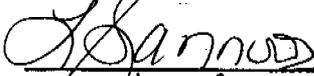
PURCHASER:

PINNACLE TOWERS ACQUISITION LLC,
a Delaware limited liability company

By: PINNACLE TOWERS ACQUISITION INC.,
Managing Member

By: 
Name: Randal Nardone
Title: Vice-President

Witness:


Name: LISA NARDONE

Witness:


Name: Kimberly Rosado

ACKNOWLEDGEMENT
(PURCHASER)

STATE OF FLORIDA ² NEW YORK
COUNTY OF SARASOTA ² NEW YORK

The foregoing instrument was acknowledged before me this 21 day of November, 2003, by RANDAL NARDONE, Vice-President of Pinnacle Towers Acquisition Inc., a Delaware corporation, the Managing Member of Pinnacle Towers Acquisition LLC, a Delaware limited liability company (the "Company"), on behalf of the Company. He is personally known to me and/or has produced _____ as identification. ²

Sworn before me this 21 day of November, 2003.

Nichole Atkinson
Notary Public

My Commission expires: 7-14-07

NICHOLE ATKINSON
Notary Public, State of New York
No. 01AT6095553
Qualified in New York County
Commission Expires July 14, 2007

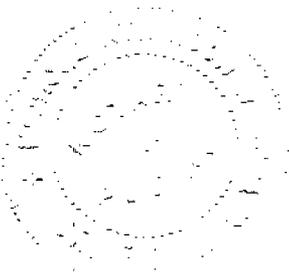


EXHIBIT A

GROUND LEASE

1. Option and Ground Lease Agreement dated February 21, 2000, entered into by and between Duval County Farm Bureau ("Fee Owner"), and TC Florida Towers II, L.L.C. ("Original Lessee").
2. Memorandum of Lease Agreement, entered into by and between Fee Owner and Original Lessee, recorded on January 19, 2001 in Book 9858, Page 1237, of the Real Property Records of Duval County, Florida.
3. Assignment and Assumption of Ground Lease, entered into by and between Original Lessee and TowerCom East Coast, L.L.C., dated April 1, 2002, recorded in Book 10459, Page 879, of the Real Property Records of Duval County, Florida.
4. The legal description of the subject premises is attached to this Exhibit A.

Lease and Amendment Intentionally
Omitted for Recording.

Agent File No.: **NCS-49794-FTM**

DESCRIPTION OF LEASED PARCEL

A PARCEL OF LAND LYING IN SECTION 7, TOWNSHIP 1 SOUTH, RANGE 26 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE EAST LINE OF SECTION 7, TOWNSHIP 1 SOUTH, RANGE 26 EAST, AND THE SOUTHERLY RIGHT-OF-WAY LINE OF DUNN AVENUE (A 100 FOOT RIGHT-OF-WAY); THENCE WESTERLY ALONG SAID RIGHT-OF-WAY LINE FOR 1,984.0 FEET TO A CONCRETE MONUMENT; THENCE SOUTHERLY ALONG A LINE PERPENDICULAR TO SAID SOUTHERLY RIGHT-OF-WAY LINE FOR 145.79 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND;

THENCE CONTINUE SOUTHERLY ALONG A LINE PERPENDICULAR TO SAID SOUTHERLY RIGHT-OF-WAY LINE FOR 63.00 FEET; THENCE WESTERLY ALONG A LINE PARALLEL WITH SAID RIGHT-OF-WAY LINE FOR 100.00 FEET TO AN INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF FARM BUREAU DRIVE (A 60 FOOT RIGHT-OF-WAY), THENCE NORTHERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND ALONG A LINE PERPENDICULAR TO SAID SOUTHERLY RIGHT-OF-WAY LINE FOR 89.00 FEET; THENCE EASTERLY ALONG A LINE PARALLEL WITH SAID SOUTHERLY RIGHT-OF-WAY LINE FOR 44.00 FEET; THENCE SOUTHERLY ALONG A LINE PERPENDICULAR TO SAID SOUTHERLY RIGHT-OF-WAY LINE FOR 26.00 FEET; THENCE EASTERLY ALONG A LINE PARALLEL WITH SAID SOUTHERLY RIGHT-OF-WAY LINE FOR 56.00 FEET TO THE POINT OF BEGINNING. SAID PARCEL OF LAND SITUATE LYING AND BEING IN DUVAL COUNTY, FLORIDA.

EXHIBIT B

TENANT LEASES

1. Antenna Site License Agreement dated January 6, 2003, by and between JEA and TowerCom East Coast, L.L.C.

2. Antenna Site License Agreement dated April 25, 2000, by and between Original Lessee and ALLTEL Communications, Inc., as assigned by Original Lessee to TowerCom East Coast, L.L.C. by Assignment and Assumption dated April 1, 2002.

3. Antenna Site License Agreement dated April 4, 2000, by and between Original Lessee and Powertell/Jacksonville, Inc., as assigned by Original Lessee to TowerCom East Coast, L.L.C. by Assignment and Assumption dated April 1, 2002.

Book 9324 Pg 285

Bk: 9324
Pg: 285 - 288
Doc# 99149909
Filed & Recorded
06/16/99
03:59:52 P.M.
HENRY W. COOK
CLERK CIRCUIT COURT
DUVAL COUNTY, FL
REC. \$ 19.50

Prepared by and return to:
Bert C. Simon, Esquire
1660 Prudential Drive, Suite 203
Jacksonville, Florida 32207

ASSIGNMENT AND ASSUMPTION OF GROUND LEASE

Pinnacle Florida, Limited Partnership, a Florida limited partnership, formerly known as TowerCom Florida, Limited Partnership, a Florida limited partnership, 1549 Ringling Boulevard, Third Floor, Sarasota, Florida 34236 ("Assignor") hereby assigns to Pinnacle Towers Inc., a Delaware corporation, 1549 Ringling Boulevard, Third Floor, Sarasota, Florida 34236 ("Assignee") all of its rights, title and interest in and to the Ground Lease Agreement dated June 18, 1996 and recorded at Official Records Book 8642, page 658 of the public records of Duval County, Florida, by and between Airtouch Paging, a Nevada corporation, as Lessor, and Gator Tower Management, Inc., a Florida corporation, as Lessee, as assigned from Lessee to David Boeff by that certain Assignment of Interest in Ground Lease dated May 29, 1997 and recorded at Official Records Book 8642, page 656 of the same public records, as further assigned from David Boeff to TowerCom Florida, L.P., a Florida limited partnership, by that certain Assignment and Assumption of Interest in Ground Lease dated June 13, 1997 and recorded at Official Records Book 8666, page 2444, as amended by that certain Ground Lease Agreement Addendum-1 dated May 29, 1997, as further amended by that certain Ground Lease Agreement Addendum-2, dated May 29, 1997, as further amended by that certain Ground Lease Addendum Agreement Number 3 dated August 29, 1997, as further amended by that certain Fourth Amendment to Ground Lease Agreement dated November 12, 1997 (the "Ground Lease"), pertaining to the real property more particularly described on Exhibit A hereto.

Pinnacle Towers Inc., a Delaware corporation, hereby assumes and agrees to perform, observe and keep all of the obligations of Assignor, as Lessee, pursuant to the terms of the Ground Lease, from and after the date hereof.

Assignee by acceptance and recordation of this instrument ratifies and confirms all actions taken by Assignor with reference to the above described property during its ownership thereof, and accepts title to said property as received from Assignor.

(A)

149376

Q

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment and Assumption of Ground Lease to be executed by their duly authorized officers or representatives as of the 25th day of May, 1999.

WITNESSES:

PINNACLE FLORIDA, LIMITED
PARTNERSHIP, a Florida limited partnership

By: Pinnacle Towers II Inc., a Delaware corporation, its general partner

[Signature]
Print Name: Home E. Hathaway

By: [Signature]
Name: Decker A. Todd
Its: Assistant Secretary, Treasurer

[Signature]
Print Name: THERESA HARTMAN

PINNACLE TOWERS INC,
a Delaware corporation

[Signature]
Print Name: Home E. Hathaway

By: [Signature]
Name: JAMES BOKISH
Its: ASSISTANT SECRETARY

[Signature]
Print Name: THERESA HARTMAN

STATE OF Florida
COUNTY OF Sarasota

The foregoing instrument was acknowledged before me this 25th day of May, 1999 by Decker Todd, the Asst. Secretary of Pinnacle Towers II Inc., a Delaware corporation, the general partner of Pinnacle Florida, Limited Partnership, a Florida limited partnership, on behalf of the corporation. He/she is personally known to me or has produced _____ as identification.



Christina K. Imparato
Notary Public, State of Florida
Christina K. Imparato
Print Name
My Commission Expires: 12-03-02

STATE OF FLORIDA
COUNTY OF Sarasota

The foregoing instrument was acknowledged before me this 25th day of May, 1999 by James Bolish the Asst. Secretary of Pinnaele Towers Inc., a Delaware corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ as identification.

Christina K. Imparato

Notary Public, State of Florida

Christina K. Imparato

Print Name

My Commission Expires: 12-03-02



EXHIBIT "A"

LEGAL DESCRIPTION

(AS PER DEED RECORDED IN VOLUME 4278, PAGE 561 OF THE OFFICIAL RECORDS OF DUVAL COUNTY)

Part of Government Lot 11 in the Northeast 1/4 of the Southwest 1/4 of Section 1, Township 2 South, Range 25 East and more particularly described as beginning at the intersection of the Southerly line of said Lot 11 and the Westerly line of Lloyd Road (Co.Rd.No. 1700) and run thence northerly along the Westerly line of Lloyd Road, 328 feet; thence Westerly parallel with the Southerly line of said Lot 11 a distance of 328 feet; thence Southerly, parallel with Lloyd Road, 328 feet to the Southerly line of Lot 11; thence Easterly along the Southerly line of said Lot 11 a distance of 328 feet to the point of beginning.

RETURN TO

First American Title Insurance Company

National Accounts / High Volume Commercial Unit
7370 College Parkway, Suite 104
Fort Myers, Florida 33907
Ph: 800 585-2906 • Fax: 941 938-8885

Doc# 2004034392
Book: 11611
Pages: 2310 - 2319
Filed & Recorded
02/02/2004 10:16:03 AM
JIM FULLER
CLERK CIRCUIT COURT
DUVAL COUNTY
RECORDING \$ 41.00
TRUST FUND \$ 5.50

Cross Reference:
Book 10099
Page 1466
Duval County, Florida

Prepared by:
Locke Liddell & Sapp LLP
601 Poydras, Suite 2400
New Orleans, Louisiana 70130
Attn: Robert W. Mouton

After Recording Return to:
First American Title Insurance Company
7370 College Parkway, Suite 104
Ft. Myers, Florida 33907
Attn: David Brown

MASTER BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT

MASTER BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT ("Bill of Sale"), dated as of December 4, 2003, by and between TOWERCOM EAST COAST, L.L.C., a Florida limited liability company ("TowerCom East Coast") ("Seller"), having an address at c/o TowerCom Enterprises, L.L.C., 230 Peachtree Street, N.W., Suite 1440, Atlanta, Georgia 30303, and PINNACLE TOWERS ACQUISITION LLC, a Delaware limited liability company ("Purchaser"), having an address at 301 North Cattlemen Road, Suite 300, Sarasota, Florida 34232, pursuant to the Asset Purchase Agreement, dated as of October 29, 2003, by and between Purchaser, Seller, various affiliates of Seller, TC Florida Towers II, L.L.C., a Florida limited liability company, and TowerCom Enterprises, L.L.C., a Florida limited liability company (the "Purchase Agreement"). All capitalized terms used but not otherwise defined herein shall have the respective meanings given to such terms in the Purchase Agreement.

WHEREAS, in accordance with the terms of the Purchase Agreement, Seller has agreed to sell, assign, transfer and deliver to Purchaser all right, title and interest of Seller in and to (i) the Ground Lease set forth on Exhibit A; (ii) the Tenant Leases set forth on Exhibit B; and (iii) the communications tower(s) and all guy wires, anchors, cables, equipment, buildings, structures, improvements, fixtures and personal property situated on the leased premises described on

1073

6000-049

10

Exhibit A (collectively, together with the Acquired Tower Assets more fully described in the Purchase Agreement, the "Assigned Tower Assets");

WHEREAS, the Purchase Agreement provides for certain representations and warranties of Seller and for the assumption by Purchaser of certain liabilities and obligations of Seller and the assignment to Purchaser of Seller's rights associated with the liabilities and obligations assumed;

WHEREAS, Seller desires to assign, convey and set over unto Purchaser and its successors and assigns all of Seller's right, title and interest in, to and under the Assigned Tower Assets, and Purchaser and its successors and assigns desire to assume certain liabilities and obligations of Seller thereunder.

NOW, THEREFORE, for good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Seller and Purchaser agree as follows:

1. (a) Effective as of the date hereof, Sellers assigns, conveys and sets over unto Purchaser and its successors and assigns, forever, all of Seller's right, title and interest in, to and under the Assigned Tower Assets.

(b) Seller does hereby bind itself and its respective successors and assigns to warrant and forever defend title to the Assigned Tower Assets unto Purchaser and its successors and assigns, (i) as to the leasehold estate described on Exhibit A, against every Person whomsoever claiming or asserting any claim against any or all of the same, due to matters arising by, through or under Sellers; and (ii) as to all other Assigned Tower Assets, against every Person whomsoever claiming or asserting any claim against any or all of such other Assigned Tower Assets.

2. Upon the terms and subject to the conditions of the Purchase Agreement, Purchaser hereby assumes and agrees to perform, discharge and satisfy, to the extent arising after the date hereof and to the extent such liabilities and obligations do not constitute Excluded Obligations, all of the liabilities and obligations of Seller (i) under the Ground Lease set forth on Exhibit A and (ii) under the Tenant Leases set forth on Exhibit B. Purchaser shall not have any obligation, duty or liability under or with respect to the Assigned Tower Assets arising or accruing on or before the date hereof.

3. Seller, by its execution hereof, and Purchaser, by its acceptance hereof, each hereby confirm their respective indemnification and hold harmless obligations in favor of the other as set forth in the Purchase Agreement, which indemnification and hold harmless obligations are obligations separate and independent from the consideration expressed in the Purchase Agreement, and each acknowledge that such obligations shall not merge herewith, but shall survive the execution and delivery of this Bill of Sale and shall remain in full force and effect after the execution and delivery of this Bill of Sale.

4. Seller hereby covenants and agrees with Purchaser that it shall duly execute and deliver all such further notices and instruments of sale, transfer, assignment and delivery as may be necessary to more fully to sell, transfer, assign and deliver to and vest in Purchaser the Assigned Tower Assets, and to permit Purchaser to exercise all rights and remedies with respect thereto and otherwise give full effect to the provisions of the Purchase Agreement.

5. Except as expressly set forth in Section 1(a), nothing contained in this Bill of Sale shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions of the Purchase Agreement, including, without limitation, the warranties, covenants, agreements, conditions and representations contained in the Purchase Agreement and, in general, any of the rights and remedies, and any of the obligations and indemnifications, of Seller or Purchaser as set forth in the Purchase Agreement.

6. All of the terms and provisions of this Bill of Sale shall be binding upon Seller and its successors and assigns and shall inure to the benefit of Purchaser, its successors and assigns.

7. This Bill of Sale shall be construed, performed and enforced in accordance with, and governed by, the Laws of the State of Florida, without giving effect to the principles of conflicts of laws thereof.

8. This Bill of Sale may be executed in two or more counterparts, each of which when so executed and delivered shall be deemed an original, but all of which taken together shall constitute one and the same instrument, binding upon all of the parties. Delivery of an executed counterpart of a signature page to this Bill of Sale by facsimile shall be effective as delivery of a manually executed counterpart of this Bill of Sale.

[Signature Pages Follow]

ACKNOWLEDGEMENT
(TOWERCOM EAST COAST)

STATE OF Georgia
COUNTY OF DeKalb

The foregoing instrument was acknowledged before me this 24 day of November, 2003, by Carrie L. Kirk, Executive President of TOWERCOM EAST COAST, L.L.C., a Florida limited liability company (the "Company"), on behalf of the Company. Personally known to me or has produced _____ as identification.

Madden E. DeGarmo
Notary Public, State and County of aforesaid
Madden E. DeGarmo
Print Name



PURCHASER:

PINNACLE TOWERS ACQUISITION LLC,
a Delaware limited liability company

By: PINNACLE TOWERS ACQUISITION INC.,
Managing Member

Witness:


Name: L. SANNOO

Witness:


Name: Kimberly Rose

By: 
Name: Randal Nardone
Title: Vice-President

ACKNOWLEDGEMENT
(PURCHASER)

STATE OF NEW YORK

COUNTY OF NEW YORK

The foregoing instrument was acknowledged before me this 21 day of November, 2003, by RANDAL NARDONE, Vice-President of Pinnacle Towers Acquisition Inc., a Delaware corporation, the Managing Member of Pinnacle Towers Acquisition LLC, a Delaware limited liability company (the "Company"), on behalf of the Company. He is personally known to me and/or has produced _____ as identification. in

Sworn before me this 21 day of November, 2003.

NICHOLE ATKINSON
Notary Public, State of New York
No. 01AT6095553
Qualified in New York County
Commission Expires July 14, 2007

Nichole Atkinson
Notary Public, State and County of aforesaid

NICHOLE ATKINSON
Print Name
My Commission Expires: 7-14-07

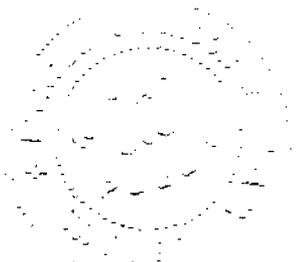


EXHIBIT A

GROUND LEASE

1. Option and Ground Lease Agreement dated January 14, 2000, entered into by and between Darlene and Edward Dalton Browning, Sr. ("Fee Owner"), and TC Florida Towers II, L.L.C. ("Original Lessee"), as amended by Amended Memorandum of lease recorded in Book 10459, Page 879-882 of the real property records of Duval County, Florida.
2. Memorandum of Lease, entered into by and between Fee Owner and Original Lessee, recorded on August 7, 2001 in Book 10099, Page 1466, of the real property records of Duval County, Florida, as amended by Amended Memorandum of lease recorded in Book 10459, Page 879-882 of the real property records of Duval County, Florida.
3. Assignment and Assumption of Ground Lease, entered into by and between Original Lessee and TowerCom East Coast, L.L.C., dated April 1, 2002, recorded in Book 10459, Page 871, of the Real Property Records of Duval County, Florida.
4. The legal description of the subject premises is attached to this Exhibit A.

Lease and Amendment Intentionally
Omitted for Recording.

EXHIBIT B

TENANT LEASES

1. Lease Agreement dated July 10, 2000, entered into by and between Original Lessee and AT&T Wireless Services of Florida, Inc. d/b/a AT&T Wireless, as amended by First Amendment dated February 22, 2002, as assigned by Original Lessee to TowerCom East Coast, L.L.C. by Assignment and Assumption dated April 1, 2002.
2. Antenna Site License Agreement dated January 6, 2003 by and between JEA and TowerCom East Coast, L.L.C.
3. Antenna Site License Agreement dated April 4, 2000, entered into by and between Original Lessee and T-Mobile, as assigned by Original Lessee to TowerCom East Coast, L.L.C. by Assignment and Assumption dated April 4, 2002.
4. Supplement dated May 19, 2000, entered into by and between Original Lessee and Verizon, as assigned by Original Lessee to TowerCom East Coast, L.L.C. by Assignment and Assumption dated April 1, 2002.

Doc# 2004029112
Book: 11604
Pages: 1736 - 1745
Filed & Recorded
01/28/2004 12:40:13 PM
JIM FULLER
CLERK CIRCUIT COURT
DUVAL COUNTY
RECORDING \$ 41.00
TRUST FUND \$ 5.50

RETURN TO:

**First American Title
Insurance Company**

National Accounts / High Volume
Commercial Unit
7370 College Parkway, Suite 104
Fort Myers, Florida 33907
Ph: 800 585-2906 • Fax: 941 938-8885

Cross Reference:
Book 9526
Pages 1565-1660
Duval County, Florida

Prepared by:

Locke Liddell & Sapp LLP
601 Poydras, Suite 2400
New Orleans, Louisiana 70130
Attn: Robert W. Mouton

After Recording Return to:

First American Title Insurance Company
7370 College Parkway, Suite 104
Ft. Myers, Florida 33907
Attn: David Brown

MASTER BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT

MASTER BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT ("Bill of Sale"), dated as of December 4, 2003, by and between TOWERCOM EAST COAST, L.L.C., a Florida limited liability company ("TowerCom East Coast") ("Seller"), having an address at c/o TowerCom Enterprises, L.L.C., 230 Peachtree Street, N.W., Suite 1440, Atlanta, Georgia 30303, and PINNACLE TOWERS ACQUISITION LLC, a Delaware limited liability company ("Purchaser"), having an address at 301 North Cattlemen Road, Suite 300, Sarasota, Florida 34232, pursuant to the Asset Purchase Agreement, dated as of October 29, 2003, by and between Purchaser, Seller, various affiliates of Seller, TC Florida Towers II, L.L.C., a Florida limited liability company, and TowerCom Enterprises, L.L.C., a Florida limited liability company (the "Purchase Agreement"). All capitalized terms used but not otherwise defined herein shall have the respective meanings given to such terms in the Purchase Agreement.

WHEREAS, in accordance with the terms of the Purchase Agreement, Seller has agreed to sell, assign, transfer and deliver to Purchaser all right, title and interest of Seller in and to (i) the Ground Lease set forth on Exhibit A; (ii) the Tenant Leases set forth on Exhibit B; and (iii) the communications tower(s) and all guy wires, anchors, cables, equipment, buildings, structures, improvements, fixtures and personal property situated on the leased premises described on

1 of 2

6000-037

10

Exhibit A (collectively, together with the Acquired Tower Assets more fully described in the Purchase Agreement, the "Assigned Tower Assets");

WHEREAS, the Purchase Agreement provides for certain representations and warranties of Seller and for the assumption by Purchaser of certain liabilities and obligations of Seller and the assignment to Purchaser of Seller's rights associated with the liabilities and obligations assumed;

WHEREAS, Seller desires to assign, convey and set over unto Purchaser and its successors and assigns all of Seller's right, title and interest in, to and under the Assigned Tower Assets, and Purchaser and its successors and assigns desire to assume certain liabilities and obligations of Seller thereunder.

NOW, THEREFORE, for good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Seller and Purchaser agree as follows:

1. (a) Effective as of the date hereof, Sellers assigns, conveys and sets over unto Purchaser and its successors and assigns, forever, all of Seller's right, title and interest in, to and under the Assigned Tower Assets.

(b) Seller does hereby bind itself and its respective successors and assigns to warrant and forever defend title to the Assigned Tower Assets unto Purchaser and its successors and assigns, (i) as to the leasehold estate described on Exhibit A, against every Person whomsoever claiming or asserting any claim against any or all of the same, due to matters arising by, through or under Sellers; and (ii) as to all other Assigned Tower Assets, against every Person whomsoever claiming or asserting any claim against any or all of such other Assigned Tower Assets.

2. Upon the terms and subject to the conditions of the Purchase Agreement, Purchaser hereby assumes and agrees to perform, discharge and satisfy, to the extent arising after the date hereof and to the extent such liabilities and obligations do not constitute Excluded Obligations, all of the liabilities and obligations of Seller (i) under the Ground Lease set forth on Exhibit A and (ii) under the Tenant Leases set forth on Exhibit B. Purchaser shall not have any obligation, duty or liability under or with respect to the Assigned Tower Assets arising or accruing on or before the date hereof.

3. Seller, by its execution hereof, and Purchaser, by its acceptance hereof, each hereby confirm their respective indemnification and hold harmless obligations in favor of the other as set forth in the Purchase Agreement, which indemnification and hold harmless obligations are obligations separate and independent from the consideration expressed in the Purchase Agreement, and each acknowledge that such obligations shall not merge herewith, but shall survive the execution and delivery of this Bill of Sale and shall remain in full force and effect after the execution and delivery of this Bill of Sale.

4. Seller hereby covenants and agrees with Purchaser that it shall duly execute and deliver all such further notices and instruments of sale, transfer, assignment and delivery as may be necessary to more fully to sell, transfer, assign and deliver to and vest in Purchaser the Assigned Tower Assets, and to permit Purchaser to exercise all rights and remedies with respect thereto and otherwise give full effect to the provisions of the Purchase Agreement.

5. Except as expressly set forth in Section 1(a), nothing contained in this Bill of Sale shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions of the Purchase Agreement, including, without limitation, the warranties, covenants, agreements, conditions and representations contained in the Purchase Agreement and, in general, any of the rights and remedies, and any of the obligations and indemnifications, of Seller or Purchaser as set forth in the Purchase Agreement.

6. All of the terms and provisions of this Bill of Sale shall be binding upon Seller and its successors and assigns and shall inure to the benefit of Purchaser, its successors and assigns.

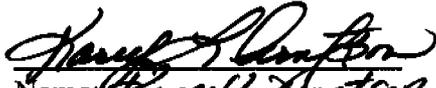
7. This Bill of Sale shall be construed, performed and enforced in accordance with, and governed by, the Laws of the State of Florida, without giving effect to the principles of conflicts of laws thereof.

8. This Bill of Sale may be executed in two or more counterparts, each of which when so executed and delivered shall be deemed an original, but all of which taken together shall constitute one and the same instrument, binding upon all of the parties. Delivery of an executed counterpart of a signature page to this Bill of Sale by facsimile shall be effective as delivery of a manually executed counterpart of this Bill of Sale.

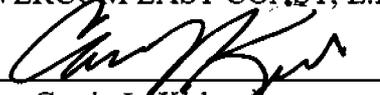
[Signature Pages Follow]

SELLER:

Witness:


Name: Harold L. Aratson

TOWERCOM EAST COAST, L.L.C.

By: 
Name: Carrie L. Kirk
Title: Executive Vice-President

Witness:


Name: Thomas H. Gray

ACKNOWLEDGEMENT
(TOWERCOM EAST COAST)

STATE OF Georgia
COUNTY OF Duval

The foregoing instrument was acknowledged before me on this 24 day of November, 2003 by Carrie L. Kirk, as Executive Vice-President of TowerCom East Coast, L.L.C., a Florida limited liability company, on behalf of said company.

Madden E. Degarmo
Notary Public, State and County of aforesaid

Madden E. Degarmo
Print Name



PURCHASER:

Witness:



Name: L. Sannoo

PINNACLE TOWERS ACQUISITION LLC,
a Delaware limited liability company

By: PINNACLE TOWERS ACQUISITION INC.,
Managing Member

Witness:



Name: Kimberly Rosado

By: 

Name: Randal Nardone

Title: Vice-President

ACKNOWLEDGEMENT
(PURCHASER)

STATE OF FLORIDA NY NEW YORK
COUNTY OF SARASOTA NY NEW YORK

The foregoing instrument was acknowledged before me this 21 day of November, 2003, by RANDAL NARDONE, Vice-President of Pinnacle Towers Acquisition Inc., a Delaware corporation, the Managing Member of Pinnacle Towers Acquisition LLC, a Delaware limited liability company (the "Company"), on behalf of the Company. He is personally known to me and/or has produced _____ as identification: no

Sworn before me this 21 day of November, 2003.

Nichole Atkinson
Notary Public

My Commission expires: 7-14-07

NICHOLE ATKINSON
Notary Public, State of New York
No. 01AT6095553
Qualified in New York County
Commission Expires July 14, 2007



EXHIBIT A

GROUND LEASE

1. Option and Lease Agreement dated February 22, 1999, entered into by and between Florida Rock Industries, Inc. ("Original Landlord") ("Fee Owner"), and TowerCom Development ("Original Lessee") ("Easement Holder").
2. Memorandum of Lease Agreement recorded on January 26, 2000 in Book 9526, Pages 1656-1660, of the real property records of Duval County, Florida.
3. Assignment and Assumption Agreement by Original Lessee to TC Florida Towers II, L.L.C. dated September 14, 1999.
4. Assignment and Assumption Agreement dated April 1, 2002, recorded on April 26, 2002, Book 10459, Pages 863-866, of the Real Property Records of Duval County, Florida by TC Florida Towers II, L.L.C. to TowerCom East Coast, L.L.C.
5. The legal description of the subject premises is attached to this Exhibit A.

Lease and Amendment Intentionally
Omitted for Recording.

Agent File No.: **NCS-49796-FTM**

A PARCEL OF LAND IN SECTION 4, TOWNSHIP 3 SOUTH, RANGE 29 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF GADSDEN AVENUE WITH THE WESTERLY RIGHT OF WAY LINE OF TENTH STREET, A 50 FOOT RIGHT OF WAY AS NOW ESTABLISHED; THENCE S 10 DEGREES 20 MINUTES 00 SECONDS E ALONG SAID WESTERLY RIGHT OF WAY LINE FOR 303.21 FEET; THENCE S 88 DEGREES 00 MINUTES 50 SECONDS W PARALLEL TO THE SOUTHERLY RIGHT OF WAY LINE OF SAID GADSDEN AVENUE FOR 296.50 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE CONTINUE S 88 DEGREES 00 MINUTES 50 SECONDS W FOR 167.42 FEET TO A POINT ON THE EAST BOUNDARY OF JACKSONVILLE MUNICIPAL GOLF COURSE; THENCE S 01 DEGREES 26 MINUTES 00 SECONDS E ALONG THE EAST LINE OF SAID JACKSONVILLE MUNICIPAL GOLF COURSE FOR 53.60 FEET; THENCE N 88 DEGREES 00 MINUTES 50 SECONDS E FOR 167.42 FEET; THENCE N 01 DEGREES 26 MINUTES 00 SECONDS W FOR 53.60 FEET TO THE POINT OF BEGINNING. SAID PARCEL OF LAND SITUATE, LYING AND BEING IN DUVAL COUNTY, FLORIDA.

TOGETHER WITH,

AN EASEMENT FOR INGRESS, EGRESS, PUBLIC UTILITIES AND PARKING OVER AND ACROSS THE FOLLOWING DESCRIBED PARCEL OF LAND;

COMMENCE AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF GADSDEN AVENUE WITH THE WESTERLY RIGHT OF WAY LINE OF TENTH STREET, A 50 FOOT RIGHT OF WAY AS NOW ESTABLISHED; THENCE S 10 DEGREES 20 MINUTES 00 SECONDS E ALONG SAID WESTERLY RIGHT OF WAY LINE FOR 303.21 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE CONTINUE S 10 DEGREES 20 MINUTES 00 SECONDS E ALONG SAID WESTERLY RIGHT OF WAY LINE FOR 74.98 FEET; THENCE S 88 DEGREES 00 MINUTES 50 SECONDS W PARALLEL TO THE SOUTHERLY RIGHT OF WAY LINE OF SAID GADSDEN AVENUE FOR 308.22 FEET; THENCE N 01 DEGREES 26 MINUTES 00 SECONDS W FOR 75.00 FEET; THENCE N 88 DEGREES 00 MINUTES 50 SECONDS E FOR 296.50 FEET TO THE POINT OF BEGINNING.

EXHIBIT B

TENANT LEASES

1. Antenna Site License Agreement dated April 25, 2002 by and between Metrocall, Inc. and TowerCom East Coast, L.L.C.
2. Antenna Site License Agreement dated May 30, 2002 by and between Metrocall, Inc. (2) and TowerCom East Coast, L.L.C.
3. Antenna Site License Agreement dated November 8, 1999 by JEA as assigned to TowerCom East Coast, L.L.C. by Assignment and Assumption Agreement dated April 1, 2002, as amended by the First Amendment dated February 9, 2001 and as further affected by Letter Agreement dated September 29, 2003.

COPY

ANTENNA SITE LICENSE
AGREEMENT

AGREEMENT made this 8th day of November, 1999, between TC FLORIDA TOWERS II, L.L.C., a limited liability company ("Licensor"), and JEA, a body politic and corporate ("Licensee").

WITNESS:

- A. Licensor holds a leasehold interest in a certain parcel of property located at 950 10th Street South, City of Jacksonville Beach, County of Duval, State of Florida (known as "Jax Beach Site"), more specifically described in Exhibit "A", attached hereto (the "Site").
- B. Licensor owns, operates and manages a communications tower erected on the Site (the "Tower").
- C. Licensee desires to obtain a license to install equipment on the Tower for use by Licensee for the purpose of a communications facility and to use certain designated space on the Site.

NOW THEREFORE the parties agree as follows:

1. Tower Use License: Licensor hereby licenses to Licensee, space at the antenna location shown on Exhibit "B" to install and operate the equipment specifically described on Schedule "B-1". Licensee shall use the space exclusively for its communications operations as permitted by this License Agreement, including only those frequencies listed on Schedule "B-1", and shall not maintain or permit any nuisance or unsafe conditions on the Site or the Tower.

This license shall include the use by Licensee of a portion of the TC Tower Shelter Building on the Site as more particularly shown on Exhibit "B".

As part of this License, Licensor shall permit Licensee to pour a twelve foot by thirty foot (12'x 30') concrete pad at a location on the Site shown on Exhibit "B" and to place an unmanned equipment shelter on such pad, and to pour an approximate four foot by ten foot (4'x10') concrete pad and an approximate three foot by eighteen foot (3'x18') concrete pad at the locations on the Site shown on Exhibit "B" specifically for the placement and operation of a generator and LP fuel tank to support the operation of Licensee's facilities on the Site.

2. Term of License: This License Agreement shall commence thirty (30) days from the date of execution of this License Agreement (the "Commencement Date"), and shall expire five (5) years from the Commencement Date.

3. Extension of Term: This License Agreement shall automatically be extended for five (5) successive periods of Five (5) years each, without notice, unless Licensee shall have given Licensor written notice of termination at least one hundred twenty (120) days prior to the expiration of the then current term or any renewal period, respectively. All references to the term of this License Agreement shall include the term as it is extended as provided herein.

4. License Fee: For the rights herein granted by Licensor to Licensee, in this License Agreement, Licensee shall pay as an annual license fee, in monthly installments, the amounts shown on **Exhibit "C"**. License fees shall be paid monthly in advance, to the remittance address listed in Section 25, on or before the first day of each calendar month during the term of this License Agreement. In the event the first and/or last month of the term shall commence or end on a date other than the first or last day of a calendar month the fee shall be apportioned. If any installment is not paid within forty-five (45) days after the due date, Licensee shall pay a late charge equal to one percent (1%) of the amount of the monthly installment due Licensor. Late charges will not apply to disputed billings. The Licensee shall notify Licensor of any disputed billings within thirty (30) days after receipt of invoice for such billing. In the event the Tower construction has not been completed by the Commencement Date, Licensee shall not be obligated to pay license fees until such time as the Tower has been sufficiently completed so as to permit Licensee to operate its communication facility. The license fee for any renewal period shall be increased by three percent (3%) of the prior year's annual license fee as set forth in **Exhibit "C"**.

5. Installation of Licensee's Equipment: All installation, construction, removal, relocation or maintenance of Licensee's equipment shall be commenced only after Licensor has approved all plans and specifications in writing, which approval shall not be unreasonably withheld or delayed, and Licensee shall comply with all of Licensor's reasonable requirements. The equipment described on **Schedule "B-1"** may be installed, and if the Licensee requires additional equipment at the Site, Licensor shall consider and review the request for the additional equipment and not unreasonably withhold consent to such installation, provided however, Licensor shall not be obligated to approve any installation, which, when considered with all other equipment installed on the Tower will cause the permitted wind load for the Tower to be exceeded. All such work shall be performed by Licensee at its sole cost and expense in good and workmanlike manner, free from faults, and in compliance with all legal requirements utilizing only first class materials and supplies. Licensee shall be solely responsible for construction means, methods, techniques, sequences and procedure, and for coordinating all activities related to the work, and such work shall not interfere with the uninterrupted use of the Tower or the Site by other licensees. If interference with other licensees is caused by Licensee's installation work and cannot be reduced to levels reasonably acceptable to Licensor, then Licensee shall immediately cease all installation work upon receipt of written notice from Licensor, and Licensor shall have the right to terminate this License Agreement by giving Licensee fifteen (15) days prior written notice, unless such interference is satisfactorily reduced within such period. **NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, IS MADE BY LICENSOR WITH RESPECT TO THE SUITABILITY OF THE TOWER AND THE SITE FOR LICENSEES OPERATIONS AND INTENDED USE THEREOF.**

6. Licensor's Maintenance: Licensor shall make all necessary repairs and replacements at its expense, as well as alterations required by any governmental authority having jurisdiction over the Tower, unless the required repairs, replacements or alterations are solely required for the Licensee's

communication equipment located on the Tower (or the Site), in which event Licensee shall make all necessary repairs, replacements and alterations as required at its expense.

7. Licensee's Maintenance: Licensee shall maintain its antenna and transmitting and other equipment in a good state of repair and operating condition, all in accordance with good engineering practices and applicable governmental rules and regulations. All maintenance work shall be performed in accordance with the requirements of Section 5 above and Licensee shall use qualified technicians who shall be subject to Licensor's prior written approval. If circumstances occur, or threaten to occur, from which Licensor may reasonably conclude that damage is likely to result to the property of Licensee, Licensor or the property of any other person, or that substantial threat to life will exist before agents of Licensee can be advised and respond, the Licensor, without notice to Licensee, may repair, maintain, deenergize, disconnect or dismantle any or all equipment and/or lines of Licensee and take any other action which in Licensor's reasonable discretion may appear necessary with respect to the property of Licensee, without any liability on the part of Licensor for any damage that such action may cause, unless caused by the gross negligence or willful or intentional misconduct of Licensor, its agents, employees, servants, representatives or contractors.

8. Access: Licensee shall have free access to the Tower and the Site for the purpose of installing its equipment and for the purpose of inspection, examination, maintenance and repair. Licensor shall have a right of access, at all reasonable times, for examination, inspection, emergency repair or replacement of any of Licensee's equipment as provided for in this License Agreement.

9. Interference: Prior to installation of its equipment, Licensee shall cause its engineers to verify by frequency search that its signal will not interfere with the radiating or receiving facilities of others already using the Tower at the time of Licensee's installation. Thereafter, Licensee will conduct its activities in accordance with sound electronic and engineering practices and will cooperate with other licensees so as to prevent interference. In the event interference is encountered, which is caused by Licensee's activities, then Licensee will, at its sole cost and expense, take all steps necessary to promptly correct and eliminate such interference. If the Licensee does not correct the condition causing the interference within forty-eight (48) hours after receipt of notice from Licensor, then Licensor may turn off the electrical power to Licensee's equipment until the condition causing the interference is corrected, or until Licensee establishes to Licensor's satisfaction that Licensee's equipment is not the cause of the interference. If the interference cannot be eliminated within a reasonable period, Licensor may terminate this License Agreement on written notice to Licensee without further liability to Licensee, and Licensor shall have the right to disconnect and remove any equipment which is causing the interference. Upon determination by Licensor that any other licensee, whose equipment has been installed on the Tower subsequent to Licensee's installation, is causing interference with Licensee's radio frequency activities, Licensor will use its best efforts to cause the other licensee to promptly correct the condition causing the interference. Interference shall be deemed to be any interference which violates the terms and conditions of transmitter licenses, and/or rules and regulations of the Federal Communications Commission, or as defined in the provisions of the recommended practices of the Electronics Industries Association then in effect.

10. Utilities: Licensee shall be responsible for furnishing and paying for all electricity and other utilities required by Licensee for the operation of its equipment.

11. Taxes: Licensee is a tax exempt body politic and corporate. Licensee shall not be responsible for any federal, state or local sale, use, real property or other tax due with respect to this Agreement or to the Site or any personal property located thereon.

12. Liens: Licensee shall not permit any mechanic's, materialman's or other liens to stand against the Site or the Tower for any labor or material furnished to the Licensee in connection with work of any character performed on the Site or the Tower by or at the direction of Licensee. In the event that any notice of lien shall be filed or given, Licensee shall immediately cause the same to be released or discharged and shall indemnify and hold Licensor harmless from and against any losses, damages, costs, expenses, fees, penalties, attorney's fees and legal expenses suffered or incurred by Licensor by reason of the filing of such claim or lien, to the extent permitted by Section 768.28, Florida Statutes.

13. Licensee's Liability: To the extent permitted by Section 768.28, Florida Statutes, Licensee shall be liable for any damage to the Tower or to any equipment located on the Tower arising out of or in connection with Licensee's use or occupancy of the Tower and Site arising out of the negligence or willful or intentional misconduct of its agents or employees. Licensee shall indemnify and hold Licensor harmless from and against any and all claims, demands and suits made or commenced by any party against Licensor for loss of life, personal injury, loss or damage to property, or other damage arising out of the use of the Tower or Site by Licensee, arising out of the negligence or willful or intentional misconduct of Licensee's agents or employees to the extent permitted by Section 768.28, Florida Statutes. In no event will Licensee be liable for consequential damages of any nature including but not by way of limitation lost revenues resulting from Licensor's inability to operate its Tower of the equipment thereon under any circumstances.

14. Licensor's Liability: Licensor shall not be liable to Licensee or to any other person for loss or damage, regardless of cause, other than the negligence or willful or intentional misconduct of Licensor, its officers, agents, employees, servants, representatives, invitees or contractors. In no event shall Licensor be liable for consequential damages, including lost revenues resulting from Licensee's inability to operate radio frequency equipment under any circumstances.

15. Insurance: Licensee is a self-insurer pursuant to Section 768.28, Florida Statutes under a funded program of self-insurance and Licensee's liability is limited in accordance with Section 768.28, Florida Statutes.

16. Damage or Destruction: If the Tower, with or without the fault of Licensor, by any cause, be totally or partially destroyed or damaged so as to prevent use by Licensee of its space on the Tower, or a temporary facility provided by Licensor, for a period in excess of ninety (90) days, Licensee may terminate this License Agreement on written notice to Licensor, and upon such termination neither party shall have any further liability to the other. License fees shall be abated for any period during which Licensee shall be unable to transmit or receive its signal because of the unavailability of the Tower, or a temporary facility provided by Licensor.

17. Eminent Domain: If the Tower, or any portion thereof in which Licensee's equipment is located, is taken by eminent domain, this License shall expire and the license fee shall be apportioned to the date when the property is taken. Neither party shall be subject to any claims, actions or legal proceedings by the other party as a result of the taking by eminent domain.

18. Default: Should Licensee fail to pay, within forty-five (45) days after receipt of invoice, license fees or any other amounts due Licensor hereunder, or fail to cure any breach of any other provision of this License Agreement after forty-five (45) days written notice and demand, Licensor may, at its sole remedy, terminate this License Agreement by providing five (5) days written notice of such termination to Licensee.

19. Surrender by Licensee: Upon expiration or termination of this License Agreement, Licensee, at its own cost and expense, shall completely remove or cause to be removed, all equipment constructed or installed by Licensee on the Site, and restore the Tower and Site to their original condition, ordinary wear and tear excepted. If the time for removal causes Licensee to remain on the Site and Tower after the termination or expiration of this License Agreement, Licensee shall pay license fees at the then existing monthly pro-rated basis, until such time as the removal of equipment has been completed. Upon termination and removal of the equipment, all rights and liabilities of the parties shall cease, unless specifically provided otherwise in this License Agreement.

20. Assignment: Licensee shall not assign or sublease this License Agreement or any interest therein, and shall not encumber, hypothecate or otherwise give as security, this License Agreement without the prior written consent of Licensor, which consent shall not be unreasonably withheld.

21. Subordination: This License Agreement is subject to and subordinate at all times to the lien of existing and future mortgages on the Site, provided that the holder of such mortgage will not, for so long as Licensee shall not be in default under this License Agreement disturb the peaceful quiet enjoyment of the License by Licensee. No instrument shall be necessary to effectuate this subordination, but Licensee agrees to execute and deliver such further instruments subordinating this License Agreement to the lien of all such mortgages as may be requested from time to time.

22. Estoppels: Within five (5) days after written request, Licensee shall deliver to Licensor, or to any mortgagee or prospective purchaser of Licensor's interest, a certificate stating that: (i) Licensee has entered into occupancy of the Tower and Site in accordance with the provisions of this License Agreement; (ii) this License Agreement is in full force and effect; (iii) Licensor has performed the covenants, agreements or conditions required of Licensor, if such be the case (and if such not be the case, then Licensee shall list those covenants, agreements or conditions not so performed), and any other information reasonably requested by the Licensor or such mortgagee.

23. Termination by Licensee: Licensee shall have the absolute right to terminate this License Agreement by providing sixty (60) days written notice of such termination to Licensor.

24. Master Lease:

(a) Licensor leases the Site pursuant to a lease agreement entitled "Ground Lease Agreement" from the landlord, Florida Rock Industries, Inc. ("Ground Lessor"), dated February 22, 1999 ("Underlying Lease"). This License Agreement entered into between Licensor and Licensee is a Sublease and is subject to the terms of the Underlying Lease.

(b) As long as Licensee is not in default of this License Agreement, Licensor shall be obligated to perform all of Licensor's obligations under the Underlying Lease.

25. Notice: All notices hereunder must be in writing and shall be deemed valid, if sent by certified mail return receipt requested, or if sent by a nationally recognized courier providing proof of service, addressed as follows, or sent to any other address that the party to be notified may have designated to the sender by like notice:

Notices and Remittances to: TC Florida Towers II, L.L.C.
Attn: David H. Boeff
3501 SW 2nd Avenue, Suite 2400
Gainesville, Florida 32607
Phone: (352) 376-1001
FAX: (352) 376-0119

With Copy of Notices to: TowerCom Holdings, LLC
Attn: David Boone
One Independent Square, 16th Floor
Jacksonville, Florida 32202

Licensee: JEA
Attn: Real Estate
21 West Church Street
Jacksonville, Florida 32202
Phone: (904) 665-6439
FAX: (904) 665-7455

26. Binding Agreement: This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective successors and permitted assigns.

27. Governing Law: This License Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State in which the Site is located.

28. Attorney's Fees and Costs: In connection with any enforcement action or litigation arising out of this License Agreement, should a Court issue a judgment against either party regarding its failure to fulfill this License Agreement, the party against whom the judgment is entered shall pay the other party's reasonable attorneys' and expert witness fees and costs incurred in enforcing this License Agreement through any appeal. This paragraph shall survive the termination of this License Agreement.

29. Entire Agreement: This License Agreement represents the entire understanding and agreement between the parties and no agreements or representations, unless incorporated into this License Agreement shall be binding on any of the parties.

30. Waiver: Failure or delay on the part of the parties hereto to exercise any right, power or privilege hereunder shall not operate as a waiver thereof.

31. Severability: Should any provision of this License Agreement be deemed invalid or unenforceable by any court of competent jurisdiction, such invalidity shall not be construed to render any other provision invalid or unenforceable.

32. Memorandum: At the request of Licensee, Licensor agrees to execute a memorandum or short form of this License Agreement in recordable form, setting forth a description of the Site, and the term of this License Agreement for the purpose of giving public notice to third parties.

33. RF Exposure Calculations: Licensor shall collect and provide to Licensee all data as required by the Federal Communications Commission O.E.T. Bulletin #65 from all Licensees and other users of the Tower within thirty days of the commencement of this contract and, within thirty days of any proposed change, addition, or deletion of any RF radiating equipment by the Licensor or all other Licensees, but not less than fifteen days prior to the date that the change, addition, or deletion is implemented.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

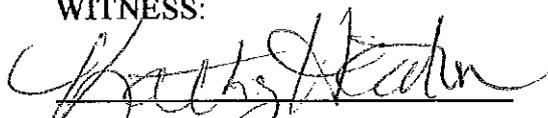
LICENSOR:

TC FLORIDA TOWERS II, L.L.C.

A Limited Liability Company

By Its Manager, TowerCom Holdings, LLC

WITNESS:



Kathy Heaton
Print Name



Erica Lake
Print Name

By: 
Print Name / Title: David W. Boett / EVP
Date: 11-8-99

LICENSEE:

JEA

WITNESS:

Charles Pan

Charles Pan

Print Name

[Signature]

Print Name / Title: DONALD A. BOGGIS
CHIEF PURCHASING OFFICER

Date: 11/10/99

Nancy A. Kilgo

Nancy A. Kilgo

Print Name

Form Approved:

Edward Tannen

Assistant General Counsel

EXHIBIT "A"

Description of Property

JAX BEACH SITE

LEGAL DESCRIPTION

A PARCEL OF LAND IN SECTION 4, TOWNSHIP 3 SOUTH, RANGE 29 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF GADSDEN AVENUE WITH THE WESTERLY RIGHT OF WAY LINE OF TENTH STREET, A 50 FOOT RIGHT OF WAY AS NOW ESTABLISHED; THENCE S10° 20' 00"E ALONG SAID WESTERLY RIGHT OF WAY LINE FOR 303.21 FEET; THENCE S88° 00' 50"W PARALLEL TO THE SOUTHERLY RIGHT OF WAY LINE OF SAID GADSDEN AVENUE FOR 296.50 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE CONTINUE S88° 00' 50"W FOR 167.42 FEET TO A POINT ON THE EAST BOUNDARY OF JACKSONVILLE MUNICIPAL GOLF COURSE; THENCE S01° 28' 00"E ALONG THE EAST LINE OF SAID JACKSONVILLE MUNICIPAL GOLF COURSE FOR 53.60 FEET; THENCE N88° 00' 50"E FOR 167.42 FEET; THENCE N01° 26' 00"W FOR 53.60 FEET TO THE POINT OF BEGINNING, SAID PARCEL OF LAND SITUATE, LYING, AND BEING IN DUVAL COUNTY, FLORIDA, CONTAINING 0.206 ACRES MORE OR LESS.

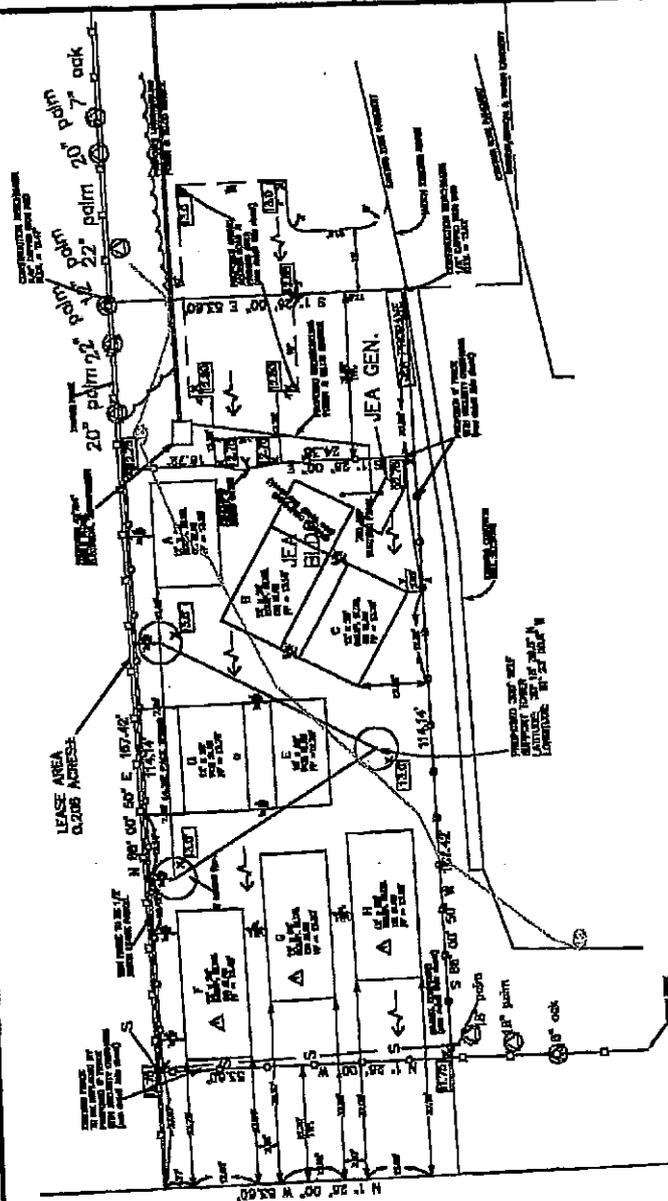
TOGETHER WITH

AN EASEMENT FOR INGRESS, EGRESS, PUBLIC UTILITIES AND PARKING OVER AND ACROSS THE FOLLOWING DESCRIBED PARCEL OF LAND: COMMENCE AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF GADSDEN AVENUE WITH THE WESTERLY RIGHT OF WAY LINE OF TENTH STREET, A 50 FOOT RIGHT OF WAY AS NOW ESTABLISHED; THENCE S10° 20' 00"E ALONG SAID WESTERLY RIGHT OF WAY LINE FOR 303.21 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE CONTINUE S10° 20' 00"E ALONG SAID WESTERLY RIGHT OF WAY LINE FOR 74.98 FEET; THENCE S88° 00' 50"W PARALLEL TO THE SOUTHERLY RIGHT OF WAY LINE OF SAID GADSDEN AVENUE FOR 308.22 FEET; THENCE N01° 26' 00"W FOR 75.00; THENCE N88° 00' 50"E FOR 296.50 FEET TO THE POINT OF BEGINNING.

EXHIBIT "B"

Tower and Building Layout

See Site Plan and Tower Elevation attached.

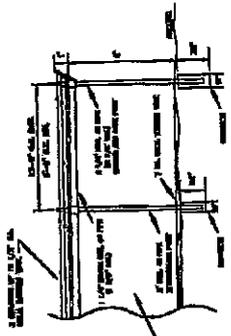


LEGEND

- (○) INDICATES WOOD POWER POLE
 - (X) INDICATES PROPOSED SPOT GRADE
 - (→) INDICATES SURFACE FLOW
 - (---) INDICATES EXISTING CONTIGUAL LINE
 - (S) INDICATES SILT FENCE
 - (⊙) INDICATES EXISTING TREE
- NOTE: ALL LOCATIONS ARE PERPENDICULAR UNLESS OTHERWISE NOTED.
- NOTE: BLDG. & SLAB FINISH FLOOR ELEV. TO BE 0' ABOVE FINISH GRAVEL GRADE.
- NOTE: THE CONTRACTOR SHALL BE RESPONSIBLE TO FIELD VERIFY THE LOCATION OF EXISTING POWER AND TELEPHONE SERVICES.
- NOTE: SEE CONSTRUCTION NOTES OF SHEET 2.
- NOTE: FLOOD ZONE X COMBASTY-PANEL BARNET 15007P-0002-D DATED 4/17/99



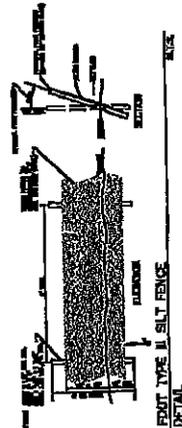
GRAVEL ACCESS ROAD
DETAIL
N.T.S.



FENCED COMPOUND
DETAIL
N.T.S.



COMPOUND SECTION
DETAIL
N.T.S.



FRONT TYPE II SILT FENCE
DETAIL
N.T.S.



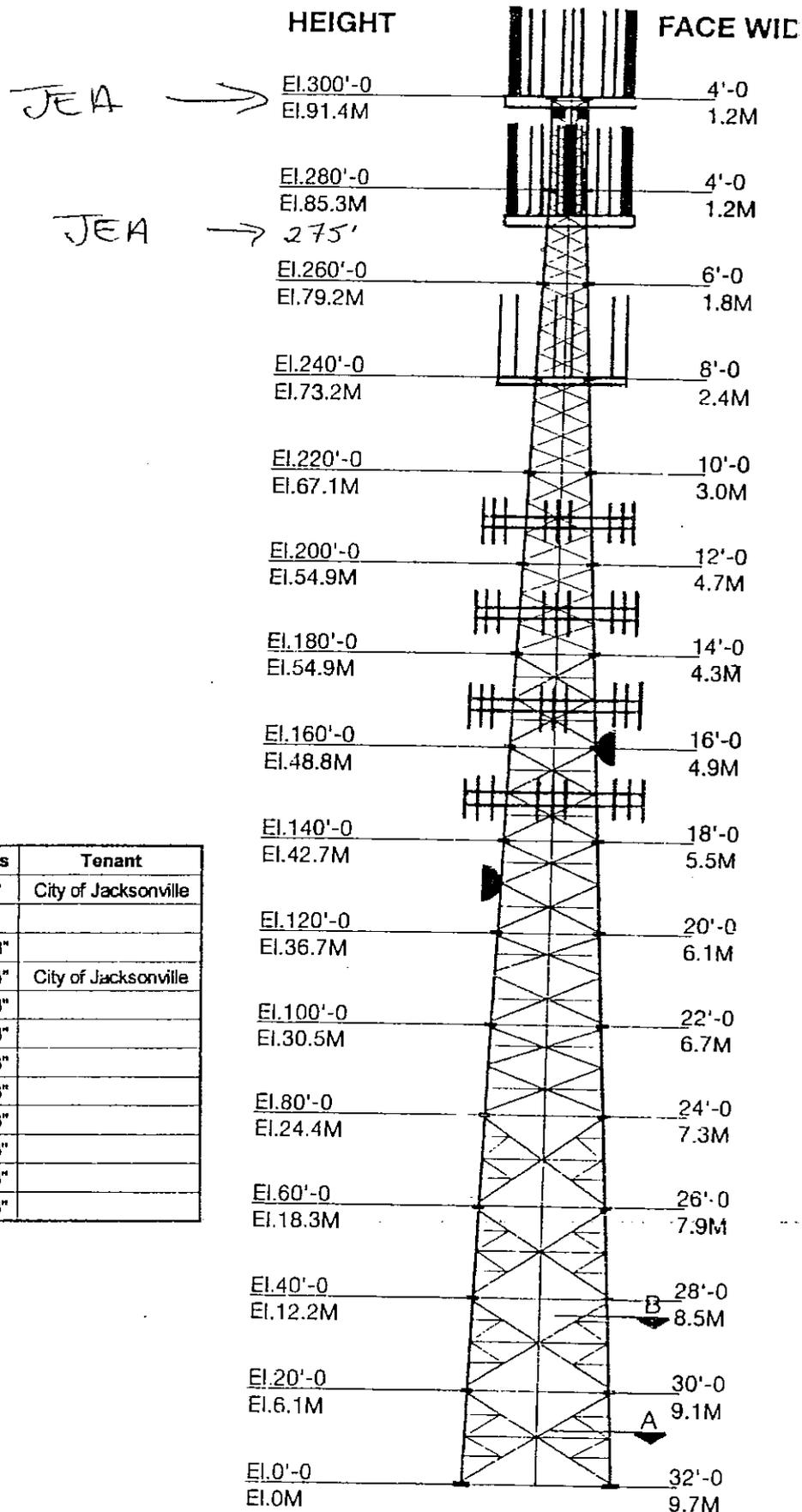
ENGINEERING SITE PLAN & DETAILS
PROPOSED COMMUNICATIONS TOWER
JACKSONVILLE BEACH, FLORIDA

TOWERROOM FLORIDA, L.P.
4222 NW 8TH STREET, SUITE 1-B
GAINESVILLE, FLORIDA 32609
(352) 376-1001

TowerCom

TowerCom Florida, LP
 Jacksonville Beach, FL
 300 ft. Self-support Tower

Level	Qty	Antenna Type	Antenna Mount	Qty	Lines	Tenant
300 ft.	2	Cellwave BMR-12	6 ft. 9-way mount	2	7/8"	City of Jacksonville
300 ft.	2	TX-RX preamps	leg mount			
300 ft.	7	DB809	same as above	7	1-5/8"	
275 ft.	3	Cellwave BMR-12	6 ft. 9-way mount	3	1-1/4"	City of Jacksonville
275 ft.	6	DB809	same as above	6	1-5/8"	
240 ft.	6	DB809	6-ft. 6-way mount	6	1-5/8"	
210 ft.	9	DAPA59210 PCS	12 ft. boom mount	9	1-5/8"	
190 ft.	9	DAPA59210 PCS	12 ft. boom mount	9	1-5/8"	
170 ft.	9	DAPA59210 PCS	12 ft. boom mount	9	1-5/8"	
160 ft.	1	6 ft. solid dish	leg mount	1	1-5/8"	
150 ft.	9	DAPA59210 PCS	12 ft. boom mount	9	1-5/8"	
130 ft.	1	6 ft. solid dish	leg mount	1	1-5/8"	



Schedule "B-1"

Listing of Licensee's Antenna and Equipment

At 300' level on tower:	(2)	BMR-12	RX Antennae
	(2)	7/8"	Transmission Lines
	(2)	Tower Top	Pre-Amps
	(2)	1/2" LDF	Transmission Lines
At 275' level on tower:	(3)	BMR-12	TX Antennae
	(3)	1 1/4"	Transmission Lines
On the Ground:	(1)	12' by 30'	Pad for Ground Shelter
	(1)	Approx. 4' by 10'	Pad for Generator
	(1)	Approx. 3' by 18"	Pad for LP Fuel Tank for Generator

EXHIBIT "C"

License Fee Schedule

License Fee shall increase 3% annually during the term of this License Agreement and all renewal periods.

	MONTHLY	ANNUALLY
Effective Date through 12/31/99	\$250.00	N/A
January 1, 2000	\$2,500.00	\$30,000.00

COPY

ANTENNA SITE LICENSE
AGREEMENT

AGREEMENT made this 8th day of November, 1999, between TC FLORIDA TOWERS II, L.L.C., a limited liability company ("Licensor"), and JEA, a body politic and corporate ("Licensee").

WITNESS:

- A. Licensor holds a leasehold interest in a certain parcel of property located at 950 10th Street South, City of Jacksonville Beach, County of Duval, State of Florida (known as "Jax Beach Site"), more specifically described in Exhibit "A", attached hereto (the "Site").
- B. Licensor owns, operates and manages a communications tower erected on the Site (the "Tower").
- C. Licensee desires to obtain a license to install equipment on the Tower for use by Licensee for the purpose of a communications facility and to use certain designated space on the Site.

NOW THEREFORE the parties agree as follows:

1. Tower Use License: Licensor hereby licenses to Licensee, space at the antenna location shown on Exhibit "B" to install and operate the equipment specifically described on Schedule "B-1". Licensee shall use the space exclusively for its communications operations as permitted by this License Agreement, including only those frequencies listed on Schedule "B-1", and shall not maintain or permit any nuisance or unsafe conditions on the Site or the Tower.

This license shall include the use by Licensee of a portion of the TC Tower Shelter Building on the Site as more particularly shown on Exhibit "B".

As part of this License, Licensor shall permit Licensee to pour a twelve foot by thirty foot (12'x 30') concrete pad at a location on the Site shown on Exhibit "B" and to place an unmanned equipment shelter on such pad, and to pour an approximate four foot by ten foot (4'x10') concrete pad and an approximate three foot by eighteen foot (3'x18') concrete pad at the locations on the Site shown on Exhibit "B" specifically for the placement and operation of a generator and LP fuel tank to support the operation of Licensee's facilities on the Site.

2. Term of License: This License Agreement shall commence thirty (30) days from the date of execution of this License Agreement (the "Commencement Date"), and shall expire five (5) years from the Commencement Date.

3. Extension of Term: This License Agreement shall automatically be extended for five (5) successive periods of Five (5) years each, without notice, unless Licensee shall have given Licensor written notice of termination at least one hundred twenty (120) days prior to the expiration of the then current term or any renewal period, respectively. All references to the term of this License Agreement shall include the term as it is extended as provided herein.

4. License Fee: For the rights herein granted by Licensor to Licensee, in this License Agreement, Licensee shall pay as an annual license fee, in monthly installments, the amounts shown on **Exhibit "C"**. License fees shall be paid monthly in advance, to the remittance address listed in Section 25, on or before the first day of each calendar month during the term of this License Agreement. In the event the first and/or last month of the term shall commence or end on a date other than the first or last day of a calendar month the fee shall be apportioned. If any installment is not paid within forty-five (45) days after the due date, Licensee shall pay a late charge equal to one percent (1%) of the amount of the monthly installment due Licensor. Late charges will not apply to disputed billings. The Licensee shall notify Licensor of any disputed billings within thirty (30) days after receipt of invoice for such billing. In the event the Tower construction has not been completed by the Commencement Date, Licensee shall not be obligated to pay license fees until such time as the Tower has been sufficiently completed so as to permit Licensee to operate its communication facility. The license fee for any renewal period shall be increased by three percent (3%) of the prior year's annual license fee as set forth in **Exhibit "C"**.

5. Installation of Licensee's Equipment: All installation, construction, removal, relocation or maintenance of Licensee's equipment shall be commenced only after Licensor has approved all plans and specifications in writing, which approval shall not be unreasonably withheld or delayed, and Licensee shall comply with all of Licensor's reasonable requirements. The equipment described on **Schedule "B-1"** may be installed, and if the Licensee requires additional equipment at the Site, Licensor shall consider and review the request for the additional equipment and not unreasonably withhold consent to such installation, provided however, Licensor shall not be obligated to approve any installation, which, when considered with all other equipment installed on the Tower will cause the permitted wind load for the Tower to be exceeded. All such work shall be performed by Licensee at its sole cost and expense in good and workmanlike manner, free from faults, and in compliance with all legal requirements utilizing only first class materials and supplies. Licensee shall be solely responsible for construction means, methods, techniques, sequences and procedure, and for coordinating all activities related to the work, and such work shall not interfere with the uninterrupted use of the Tower or the Site by other licensees. If interference with other licensees is caused by Licensee's installation work and cannot be reduced to levels reasonably acceptable to Licensor, then Licensee shall immediately cease all installation work upon receipt of written notice from Licensor, and Licensor shall have the right to terminate this License Agreement by giving Licensee fifteen (15) days prior written notice, unless such interference is satisfactorily reduced within such period. **NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, IS MADE BY LICENSOR WITH RESPECT TO THE SUITABILITY OF THE TOWER AND THE SITE FOR LICENSEES OPERATIONS AND INTENDED USE THEREOF.**

6. Licensor's Maintenance: Licensor shall make all necessary repairs and replacements at its expense, as well as alterations required by any governmental authority having jurisdiction over the Tower, unless the required repairs, replacements or alterations are solely required for the Licensee's

communication equipment located on the Tower (or the Site), in which event Licensee shall make all necessary repairs, replacements and alterations as required at its expense.

7. Licensee's Maintenance: Licensee shall maintain its antenna and transmitting and other equipment in a good state of repair and operating condition, all in accordance with good engineering practices and applicable governmental rules and regulations. All maintenance work shall be performed in accordance with the requirements of Section 5 above and Licensee shall use qualified technicians who shall be subject to Licensor's prior written approval. If circumstances occur, or threaten to occur, from which Licensor may reasonably conclude that damage is likely to result to the property of Licensee, Licensor or the property of any other person, or that substantial threat to life will exist before agents of Licensee can be advised and respond, the Licensor, without notice to Licensee, may repair, maintain, deenergize, disconnect or dismantle any or all equipment and/or lines of Licensee and take any other action which in Licensor's reasonable discretion may appear necessary with respect to the property of Licensee, without any liability on the part of Licensor for any damage that such action may cause, unless caused by the gross negligence or willful or intentional misconduct of Licensor, its agents, employees, servants, representatives or contractors.

8. Access: Licensee shall have free access to the Tower and the Site for the purpose of installing its equipment and for the purpose of inspection, examination, maintenance and repair. Licensor shall have a right of access, at all reasonable times, for examination, inspection, emergency repair or replacement of any of Licensee's equipment as provided for in this License Agreement.

9. Interference: Prior to installation of its equipment, Licensee shall cause its engineers to verify by frequency search that its signal will not interfere with the radiating or receiving facilities of others already using the Tower at the time of Licensee's installation. Thereafter, Licensee will conduct its activities in accordance with sound electronic and engineering practices and will cooperate with other licensees so as to prevent interference. In the event interference is encountered, which is caused by Licensee's activities, then Licensee will, at its sole cost and expense, take all steps necessary to promptly correct and eliminate such interference. If the Licensee does not correct the condition causing the interference within forty-eight (48) hours after receipt of notice from Licensor, then Licensor may turn off the electrical power to Licensee's equipment until the condition causing the interference is corrected, or until Licensee establishes to Licensor's satisfaction that Licensee's equipment is not the cause of the interference. If the interference cannot be eliminated within a reasonable period, Licensor may terminate this License Agreement on written notice to Licensee without further liability to Licensee, and Licensor shall have the right to disconnect and remove any equipment which is causing the interference. Upon determination by Licensor that any other licensee, whose equipment has been installed on the Tower subsequent to Licensee's installation, is causing interference with Licensee's radio frequency activities, Licensor will use its best efforts to cause the other licensee to promptly correct the condition causing the interference. Interference shall be deemed to be any interference which violates the terms and conditions of transmitter licenses, and/or rules and regulations of the Federal Communications Commission, or as defined in the provisions of the recommended practices of the Electronics Industries Association then in effect.

10. Utilities: Licensee shall be responsible for furnishing and paying for all electricity and other utilities required by Licensee for the operation of its equipment.

11. Taxes: Licensee is a tax exempt body politic and corporate. Licensee shall not be responsible for any federal, state or local sale, use, real property or other tax due with respect to this Agreement or to the Site or any personal property located thereon.

12. Liens: Licensee shall not permit any mechanic's, materialman's or other liens to stand against the Site or the Tower for any labor or material furnished to the Licensee in connection with work of any character performed on the Site or the Tower by or at the direction of Licensee. In the event that any notice of lien shall be filed or given, Licensee shall immediately cause the same to be released or discharged and shall indemnify and hold Licensor harmless from and against any losses, damages, costs, expenses, fees, penalties, attorney's fees and legal expenses suffered or incurred by Licensor by reason of the filing of such claim or lien, to the extent permitted by Section 768.28, Florida Statutes.

13. Licensee's Liability: To the extent permitted by Section 768.28, Florida Statutes, Licensee shall be liable for any damage to the Tower or to any equipment located on the Tower arising out of or in connection with Licensee's use or occupancy of the Tower and Site arising out of the negligence or willful or intentional misconduct of its agents or employees. Licensee shall indemnify and hold Licensor harmless from and against any and all claims, demands and suits made or commenced by any party against Licensor for loss of life, personal injury, loss or damage to property, or other damage arising out of the use of the Tower or Site by Licensee, arising out of the negligence or willful or intentional misconduct of Licensee's agents or employees to the extent permitted by Section 768.28, Florida Statutes. In no event will Licensee be liable for consequential damages of any nature including but not by way of limitation lost revenues resulting from Licensor's inability to operate its Tower or the equipment thereon under any circumstances.

14. Licensor's Liability: Licensor shall not be liable to Licensee or to any other person for loss or damage, regardless of cause, other than the negligence or willful or intentional misconduct of Licensor, its officers, agents, employees, servants, representatives, invitees or contractors. In no event shall Licensor be liable for consequential damages, including lost revenues resulting from Licensee's inability to operate radio frequency equipment under any circumstances.

15. Insurance: Licensee is a self-insurer pursuant to Section 768.28, Florida Statutes under a funded program of self-insurance and Licensee's liability is limited in accordance with Section 768.28, Florida Statutes.

16. Damage or Destruction: If the Tower, with or without the fault of Licensor, by any cause, be totally or partially destroyed or damaged so as to prevent use by Licensee of its space on the Tower, or a temporary facility provided by Licensor, for a period in excess of ninety (90) days, Licensee may terminate this License Agreement on written notice to Licensor, and upon such termination neither party shall have any further liability to the other. License fees shall be abated for any period during which Licensee shall be unable to transmit or receive its signal because of the unavailability of the Tower, or a temporary facility provided by Licensor.

17. Eminent Domain: If the Tower, or any portion thereof in which Licensee's equipment is located, is taken by eminent domain, this License shall expire and the license fee shall be apportioned to the date when the property is taken. Neither party shall be subject to any claims, actions or legal proceedings by the other party as a result of the taking by eminent domain.

18. Default: Should Licensee fail to pay, within forty-five (45) days after receipt of invoice, license fees or any other amounts due Licensor hereunder, or fail to cure any breach of any other provision of this License Agreement after forty-five (45) days written notice and demand, Licensor may, at its sole remedy, terminate this License Agreement by providing five (5) days written notice of such termination to Licensee.

19. Surrender by Licensee: Upon expiration or termination of this License Agreement, Licensee, at its own cost and expense, shall completely remove or cause to be removed, all equipment constructed or installed by Licensee on the Site, and restore the Tower and Site to their original condition, ordinary wear and tear excepted. If the time for removal causes Licensee to remain on the Site and Tower after the termination or expiration of this License Agreement, Licensee shall pay license fees at the then existing monthly pro-rated basis, until such time as the removal of equipment has been completed. Upon termination and removal of the equipment, all rights and liabilities of the parties shall cease, unless specifically provided otherwise in this License Agreement.

20. Assignment: Licensee shall not assign or sublease this License Agreement or any interest therein, and shall not encumber, hypothecate or otherwise give as security, this License Agreement without the prior written consent of Licensor, which consent shall not be unreasonably withheld.

21. Subordination: This License Agreement is subject to and subordinate at all times to the lien of existing and future mortgages on the Site, provided that the holder of such mortgage will not, for so long as Licensee shall not be in default under this License Agreement disturb the peaceful quiet enjoyment of the License by Licensee. No instrument shall be necessary to effectuate this subordination, but Licensee agrees to execute and deliver such further instruments subordinating this License Agreement to the lien of all such mortgages as may be requested from time to time.

22. Estoppels: Within five (5) days after written request, Licensee shall deliver to Licensor, or to any mortgagee or prospective purchaser of Licensor's interest, a certificate stating that: (i) Licensee has entered into occupancy of the Tower and Site in accordance with the provisions of this License Agreement; (ii) this License Agreement is in full force and effect; (iii) Licensor has performed the covenants, agreements or conditions required of Licensor, if such be the case (and if such not be the case, then Licensee shall list those covenants, agreements or conditions not so performed), and any other information reasonably requested by the Licensor or such mortgagee.

23. Termination by Licensee: Licensee shall have the absolute right to terminate this License Agreement by providing sixty (60) days written notice of such termination to Licensor.

24. Master Lease:

(a) Licensor leases the Site pursuant to a lease agreement entitled "Ground Lease Agreement" from the landlord, Florida Rock Industries, Inc. ("Ground Lessor"), dated February 22, 1999 ("Underlying Lease"). This License Agreement entered into between Licensor and Licensee is a Sublease and is subject to the terms of the Underlying Lease.

(b) As long as Licensee is not in default of this License Agreement, Licensor shall be obligated to perform all of Licensor's obligations under the Underlying Lease.

25. Notice: All notices hereunder must be in writing and shall be deemed valid, if sent by certified mail return receipt requested, or if sent by a nationally recognized courier providing proof of service, addressed as follows, or sent to any other address that the party to be notified may have designated to the sender by like notice:

Notices and Remittances to: TC Florida Towers II, L.L.C.
Attn: David H. Boeff
3501 SW 2nd Avenue, Suite 2400
Gainesville, Florida 32607
Phone: (352) 376-1001
FAX: (352) 376-0119

With Copy of Notices to: TowerCom Holdings, LLC
Attn: David Boone
One Independent Square, 16th Floor
Jacksonville, Florida 32202

Licensee: JEA
Attn: Real Estate
21 West Church Street
Jacksonville, Florida 32202
Phone: (904) 665-6439
FAX: (904) 665-7455

26. Binding Agreement: This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective successors and permitted assigns.

27. Governing Law: This License Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State in which the Site is located.

28. Attorney's Fees and Costs: In connection with any enforcement action or litigation arising out of this License Agreement, should a Court issue a judgment against either party regarding its failure to fulfill this License Agreement, the party against whom the judgment is entered shall pay the other party's reasonable attorneys' and expert witness fees and costs incurred in enforcing this License Agreement through any appeal. This paragraph shall survive the termination of this License Agreement.

29. Entire Agreement: This License Agreement represents the entire understanding and agreement between the parties and no agreements or representations, unless incorporated into this License Agreement shall be binding on any of the parties.

30. Waiver: Failure or delay on the part of the parties hereto to exercise any right, power or privilege hereunder shall not operate as a waiver thereof.

31. Severability: Should any provision of this License Agreement be deemed invalid or unenforceable by any court of competent jurisdiction, such invalidity shall not be construed to render any other provision invalid or unenforceable.

32. Memorandum: At the request of Licensee, Licensor agrees to execute a memorandum or short form of this License Agreement in recordable form, setting forth a description of the Site, and the term of this License Agreement for the purpose of giving public notice to third parties.

33. RF Exposure Calculations: Licensor shall collect and provide to Licensee all data as required by the Federal Communications Commission O.E.T. Bulletin #65 from all Licensees and other users of the Tower within thirty days of the commencement of this contract and, within thirty days of any proposed change, addition, or deletion of any RF radiating equipment by the Licensor or all other Licensees, but not less than fifteen days prior to the date that the change, addition, or deletion is implemented.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

LICENSOR:

TC FLORIDA TOWERS II, L.L.C.

A Limited Liability Company

By Its Manager, TowerCom Holdings, LLC

WITNESS:

Kathy Heaton
Kathy Heaton
Print Name

By: Daniel W. Boett
Print Name / Title: Daniel W. Boett / EWP
Date: 11-8-99

Erica Laine
Erica Laine
Print Name

LICENSEE:

JEA

WITNESS:

Charlie Pen

CHARLIE Pen

Print Name

Nancy A. Kilgo

Nancy A. KILGO

Print Name

Donald A. Boggs

Print Name / Title: DONALD A. BOGGS
CHIEF PURCHASING OFFICER

Date: 11/10/99

Form Approved:

Edward Tannen

Assistant General Counsel

EXHIBIT "A"

Description of Property

JAX BEACH SITE

LEGAL DESCRIPTION

A PARCEL OF LAND IN SECTION 4, TOWNSHIP 3 SOUTH, RANGE 29 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF GADSDEN AVENUE WITH THE WESTERLY RIGHT OF WAY LINE OF TENTH STREET, A 50 FOOT RIGHT OF WAY AS NOW ESTABLISHED; THENCE S10° 20' 00"E ALONG SAID WESTERLY RIGHT OF WAY LINE FOR 303.21 FEET; THENCE S88° 00' 50"W PARALLEL TO THE SOUTHERLY RIGHT OF WAY LINE OF SAID GADSDEN AVENUE FOR 296.50 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE CONTINUE S88° 00' 50"W FOR 167.42 FEET TO A POINT ON THE EAST BOUNDARY OF JACKSONVILLE MUNICIPAL GOLF COURSE; THENCE S01° 26' 00"E ALONG THE EAST LINE OF SAID JACKSONVILLE MUNICIPAL GOLF COURSE FOR 53.60 FEET; THENCE N88° 00' 50"E FOR 167.42 FEET; THENCE N01° 26' 00"W FOR 53.60 FEET TO THE POINT OF BEGINNING. SAID PARCEL OF LAND SITUATE, LYING, AND BEING IN DUVAL COUNTY, FLORIDA, CONTAINING 0.206 ACRES MORE OR LESS.

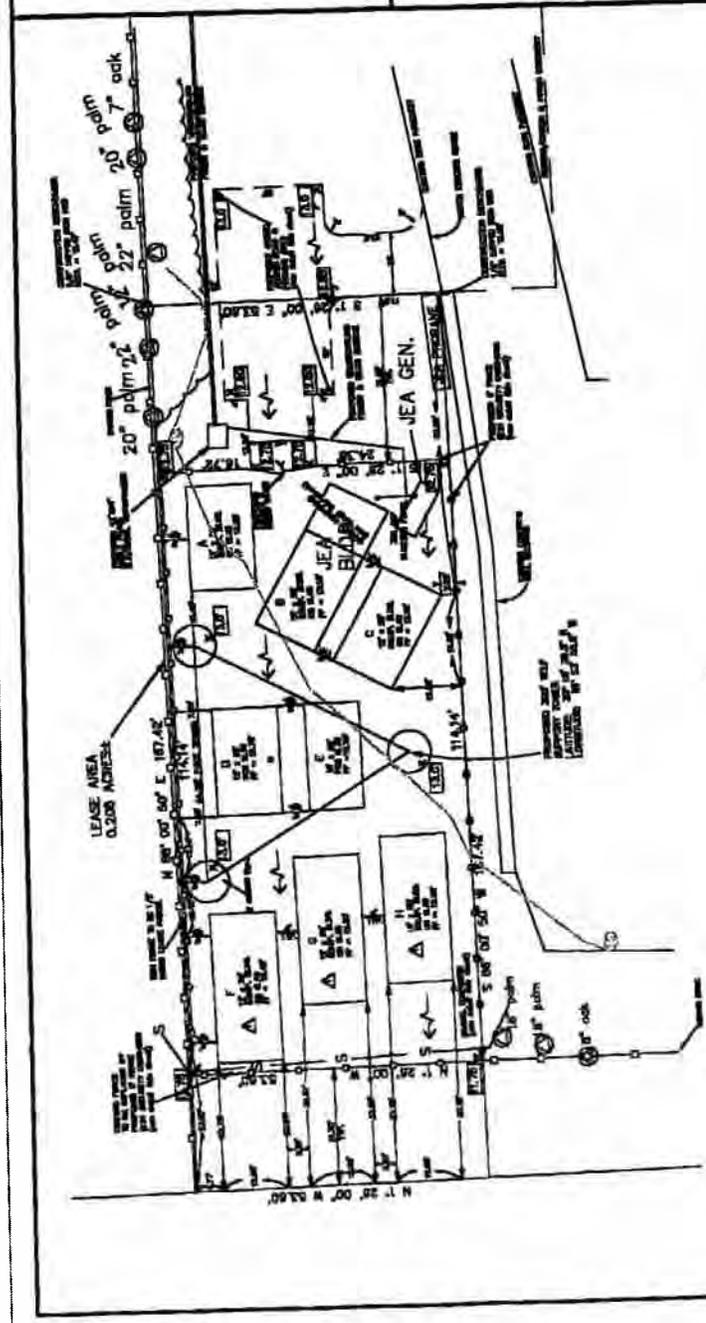
TOGETHER WITH

AN EASEMENT FOR INGRESS, EGRESS, PUBLIC UTILITIES AND PARKING OVER AND ACROSS THE FOLLOWING DESCRIBED PARCEL OF LAND: COMMENCE AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF GADSDEN AVENUE WITH THE WESTERLY RIGHT OF WAY LINE OF TENTH STREET, A 50 FOOT RIGHT OF WAY AS NOW ESTABLISHED; THENCE S10° 20' 00"E ALONG SAID WESTERLY RIGHT OF WAY LINE FOR 303.21 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE CONTINUE S10° 20' 00"E ALONG SAID WESTERLY RIGHT OF WAY LINE FOR 74.98 FEET; THENCE S88° 00' 50"W PARALLEL TO THE SOUTHERLY RIGHT OF WAY LINE OF SAID GADSDEN AVENUE FOR 308.22 FEET; THENCE N01° 26' 00"W FOR 75.00; THENCE N88° 00' 50"E FOR 296.50 FEET TO THE POINT OF BEGINNING.

EXHIBIT "B"

Tower and Building Layout

See Site Plan and Tower Elevation attached.



LEGEND

- TO INDICATES WOOD POWER POLE
- IN INDICATES PROPOSED SPOT GRADE
- INDICATES SURFACE FLOW
- INDICATES EXISTING CONTROL LINE
- INDICATES S&T FENCE
- INDICATES EXISTING TIE

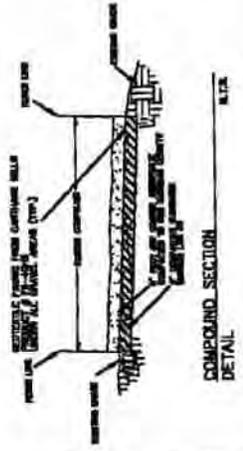
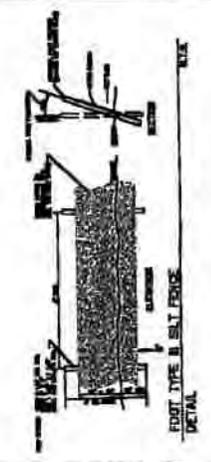
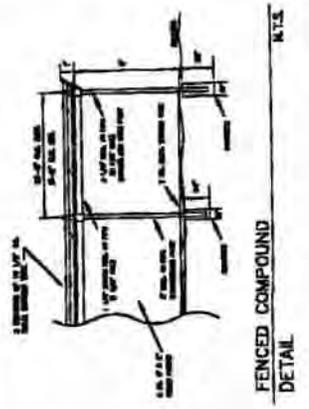
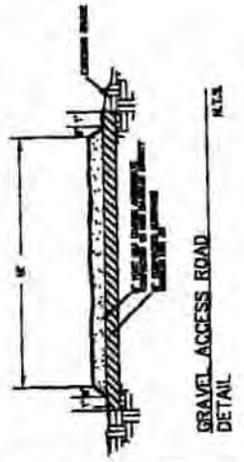
NOTE: ALL LOCATION TIES ARE PERPENDICULAR UNLESS OTHERWISE NOTED.

NOTE: GRADE IS 3/4\"/>

NOTE: THE CONTRACTOR SHALL BE RESPONSIBLE TO FIELD VERIFY THE LOCATION OF EXISTING POWER AND TELEPHONE SERVICES.

NOTE: SEE CONSTRUCTION NOTES ON SHEET A.

NOTE: FLORED ZONE IS COMMUNITY-PANEL NUMBER 1202074-0003-3 DATED 4/17/98



**ENGINEERING SITE PLAN & DETAILS
PROPOSED COMMUNICATIONS TOWER
JACKSONVILLE BEACH, FLORIDA**

TORRESON FLORIDA, L.P.
4322 W. FIRST STREET, SUITE 1-3
JACKSONVILLE, FLORIDA 32209
(904) 378-1001

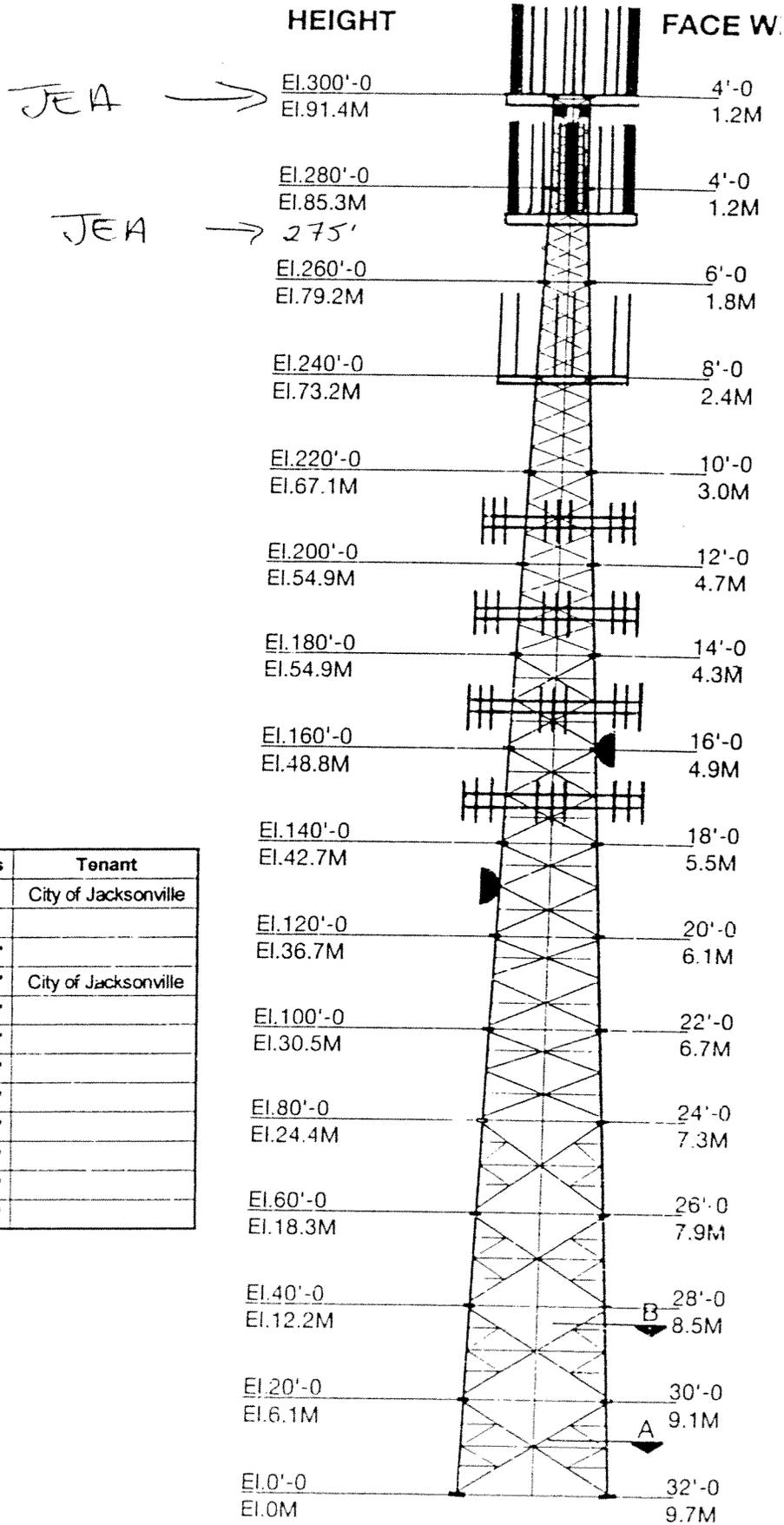


Design Group
INC.
1000 W. UNIVERSITY BLVD.
SUITE 100
JACKSONVILLE, FL 32209
(904) 378-1001

TowerCom

**TowerCom Florida, LP
Jacksonville Beach, FL
300 ft. Self-support Tower**

Level	Qty	Antenna Type	Antenna Mount	Qty	Lines	Tenant
300 ft.	2	Cellwave BMR-12	6 ft. 9-way mount	2	7/8"	City of Jacksonville
300 ft.	2	TX-RX preamps	leg mount			
300 ft.	7	DB809	same as above	7	1-5/8"	
275 ft.	3	Cellwave BMR-12	6 ft. 9-way mount	3	1-1/4"	City of Jacksonville
275 ft.	6	DB809	same as above	6	1-5/8"	
240 ft.	6	DB809	6-ft. 6-way mount	6	1-5/8"	
210 ft.	9	DAPA59210 PCS	12 ft. boom mount	9	1-5/8"	
190 ft.	9	DAPA59210 PCS	12 ft. boom mount	9	1-5/8"	
170 ft.	9	DAPA59210 PCS	12 ft. boom mount	9	1-5/8"	
160 ft.	1	6 ft. solid dish	leg mount	1	1-5/8"	
150 ft.	9	DAPA59210 PCS	12 ft boom mount	9	1-5/8"	
130 ft.	1	6 ft. solid dish	leg mount	1	1-5/8"	



ELEVATION

Schedule "B-1"

Listing of Licensee's Antenna and Equipment

At 300' level on tower:	(2)	BMR-12	RX Antennae
	(2)	7/8"	Transmission Lines
	(2)	Tower Top	Pre-Amps
	(2)	1/2" LDF	Transmission Lines
At 275' level on tower:	(3)	BMR-12	TX Antennae
	(3)	1 1/4"	Transmission Lines
On the Ground:	(1)	12' by 30'	Pad for Ground Shelter
	(1)	Approx. 4' by 10'	Pad for Generator
	(1)	Approx. 3' by 18"	Pad for LP Fuel Tank for Generator

EXHIBIT "C"

License Fee Schedule

License Fee shall increase 3% annually during the term of this License Agreement and all renewal periods.

	MONTHLY	ANNUALLY
Effective Date through 12/31/99	\$250.00	N/A
January 1, 2000	\$2,500.00	\$30,000.00

FIRST AMENDMENT TO
ANTENNA SITE LICENSE AGREEMENT

This amendment ("First Amendment") is made as of February 9, 2001, between **TC Florida Towers II, L.L.C.**, a limited liability company ("Licensor"), and **JEA**, a body politic and corporate ("Licensee").

WITNESSETH:

A. Licensor and Licensee have entered into that Antenna Site License Agreement dated November 8, 1999 ("Antenna Site License Agreement") with reference to a certain parcel of real property located at 950 10th Street South, City of Jacksonville Beach, County of Duval, State of Florida, as more specifically described in the Antenna Site License Agreement.

B. Licensor and Licensee each desire to amend the Antenna Site License Agreement to reflect Licensee's desire to abandon the generator ground space and expand the fuel tank ground space for a new generator / diesel tank combination system on the Site.

NOW THEREFORE, the parties agree to amend the Antenna Site License Agreement as follows:

1. Section 1, entitled Tower Use License, third paragraph, shall be deleted in its entirety and replaced with:

*"[] As part of this License, Licensor shall permit Licensee to pour a twelve foot by thirty foot (12' x 30') concrete pad at a location on the Site shown on **Exhibit "B"** and to place an unmanned equipment shelter on such pad, and to pour an approximate five foot by fourteen foot (5' x 14') concrete pad at the location on the Site shown on **Exhibit "B"** specifically for the placement and operation of a generator/diesel tank combination system to support the operation of Licensee's facilities on the Site."*

2. Exhibit "B" and Schedule "B-1", shall each be replaced with the new Exhibit "B" and Schedule "B-1" exhibits attached hereto, which reflect the change in Licensee's ground equipment locations, and sizes of said locations on the Site in accordance with Section 1.

3. Limitation. Except as amended herein, the Antenna Site License Agreement has not been otherwise amended and remains in full force and effect.

(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS WHEREOF, Licensor and Licensee have caused this instrument to be duly executed as of the date set forth on the first page hereof by their duly authorized officers or representatives.

LICENSOR:

TC FLORIDA TOWERS II, L.L.C.,
A Limited Liability Company

WITNESS:

Kathy Heaton
Print Name: Kathy Heaton

Jennifer Brown
Print Name: Jennifer Brown

By: [Signature]

Print Name: David H. Boeff

Title: EVP -- TC Florida Towers II, L.L.C.

Date: 4/24/01

LICENSEE:

JEA

WITNESS:

[Signature]
Print Name: _____

Ellen H. Becker
Manager, Contracts

[Signature]
Print Name: BINOD KUMAR

By: [Signature]

Print Name: Donald A. Boggs
Title: Vice President - Logistics

Date: 3/30/01

Form Approved:

By: _____

Print Name: _____

Title: _____

EXHIBIT "B"

Tower and Building Layout

See Site Plan and Tower Elevation attached.

SCHEDULE "B-1"

List of Licensee's Antenna and Equipment

TOWER

At the 300' level on tower:	(2)	BMR-12	RX Antennae
	(2)	7/8"	Transmission Lines
	(2)	Tower Top	Pre-Amps
	(2)	1/2" LDF	Transmission Lines

At the 275' level on tower:	(3)	BMR-12	TX Antennae
	(3)	1 1/4"	Transmission Lines

GROUND

On the ground:	(1)	12' by 30'	Concrete Pad for Ground Shelter
	(1)	5' by 14'	Concrete Pad for Generator/Diesel Tank

31-May-05 08:11am From:JEA

0048687224

T-308 P.02/03 F-758

LICENSOR: Name: Pinnacle Towers Acquisition LLC, a Global Signal company
 Address: 301 N. Gadsden Rd., Suite 300
 City/State/Zip: Sarasota, FL 34232
 Phone: 941-364-8680 Fax: 941-364-8761

LICENSEE: Name: JACKSONVILLE ELECTRIC AUTHORITY
 Address: 21 WEST CHURCH STREET
 City/State/Zip: JACKSONVILLE, FL 32202

BILLING: Name: JACKSONVILLE ELECTRIC AUTHORITY
 Address: 21 WEST CHURCH STREET
 City/State/Zip: JACKSONVILLE, FL 32202
 Phone: Fax:

SITE: Name: Jax Beach
 Address: 606 South 10th Street
 County/State: DUVAL, FL

Lessor Site Reference No.: 3008678
 Lessee Site Reference No.: 650 10th St South

Coordinates: Latitude: 30.16139.54
 Longitude: 081.23156.98

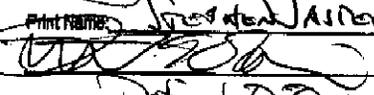
This Addendum No. 2 ("Addendum") is made by and between Pinnacle Towers Acquisition LLC, ("Licensor"), successor in interest to TowerCom Development, Limited Partnership by way of Master Bill of Sale, Assignment and Assumption Agreement dated December 4, 2003 by and between Licensor and TowerCom East Coast, L.L.C. on behalf of various affiliates and JACKSONVILLE ELECTRIC AUTHORITY, ("Licensee"), and shall modify certain terms of Site Schedule No. 4048238, dated 10/1/2003, as previously amended by that certain First Amendment To Antenna Site License Agreement, dated 2/9/2001 between TowerCom Development, Limited Partnership (The Site Schedule and all amendments and addendums subsequently executed thereto are collectively, the "Schedule"). The parties hereto wish to modify certain terms of the Schedule, and now therefore, for good and valuable consideration the receipt and sufficiency is hereby acknowledged; the parties agree:

1. The Effective Date of this Addendum shall be 6/1/2005, prior to which the terms and provisions of this Addendum shall be inoperative, except to the extent Licensee must conduct due diligence, in which case its due diligence shall be conducted in accordance with the terms and provisions of the Schedule (including the underlying Lease) or any separate Entry and Testing Agreement.
2. Rent shall be increased by Five Hundred and Twenty Five Dollars (\$525.00) per month, beginning on the Effective Date, and otherwise payable in accordance with the Schedule, including any escalation provisions set forth therein.
3. Licensor hereby permits additional equipment, ground space, frequencies, or other changes as more specifically set forth on attached Exhibit 'A' which is incorporated herein by reference.
4. Except as specifically amended herein, the remaining terms of the Schedule shall remain in full force and effect. To the extent any provision contained in this Addendum conflicts with the terms of the Schedule, the terms and provisions of this Addendum shall prevail.

IN WITNESS WHEREOF, the parties execute this ADDENDUM as of the date last signed by a party hereto.

WITNESSES:



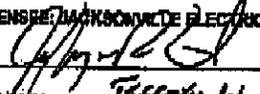
 Print Name: Brad Suddeth


 Print Name: Jeffrey W. Perreault

LICENSOR: Pinnacle Towers Acquisition LLC
 By: 
 By: _____
 Print Name: Brad Suddeth
 Title: Director of Collocation
 Date: 6/2/05

 Print Name: Debbie Auger

 Print Name: _____

LICENSEE: JACKSONVILLE ELECTRIC AUTHORITY
 By: 
 Print Name: Jeffrey W. Perreault
 Title: Purchasing Manager
 Date: 5/17/05

31-May-05 08:12am From-JEA

0046887224

T-900 P.03/03 F-788

EXHIBIT "A"

I. CHANGES TO PERMITTED EQUIPMENT (OR PERMITTED FREQUENCIES, GROUND SPACE):

Add:

Antenna 1
Height: 135'
Make: Andrew
Model: PAR8-85
of Feedlines: 1
Feedline: Andrew EW-83

II. COMPLETE INVENTORY OF PERMITTED EQUIPMENT PURSUANT TO THIS SCHEDULE:

Concrete Pad 1 (for Building/Shelter)
Dimension: 12' x 30'

Concrete Pad 2 (for Generator)
Dimensions: 4' x 10'

Concrete Pad 3 (for LP tank)
Dimensions: 3' x 18'

Antenna 1
Height: 135'
Make: Andrew
Model: PAR8-85
of Feedlines: 1
Feedline: Andrew EW-83

Antennas 2-3
Height: 300'
Model: BMR-12
of Feedlines: 2
Diameter of Feedlines: 7/8"

TTA's 1-2
of Feedlines: 2
Diameter of Feedlines: 1/2"

Antennas 4-6
Height: 275'
Model: BMR-12
of Feedlines: 3
Diameter of Feedlines 1-1/4"

Lease Execution Cover Sheet

Lease Number: 4048236

- Collocation
- Form Agreement
- No Capital Expenditure Required
- Capital Expenditure Required

- Relocation/Reconfiguration
- Form Agreement With Substantive Changes (approved by contracts attorney)

- 1. Request CAD drawings of required upgrades
- 2. Request estimate from Construction Department
- 3. Request rental amount and terms from Sales Department
- 4. a. Collocations: Review proposed rental amount and length of initial term to ensure that capital expense will be recouped during the initial term of the lease

Length of Initial Term: _____

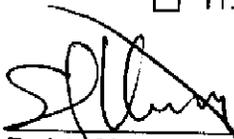
- b. Reconfigurations: Review proposed rental amount and length of current term to ensure that capital expense will be recouped during the current term of the lease

Time Remaining On Current Term: _____

- 5. Review the underlying ground lease to ensure that the term of the ground lease extends beyond the expiration of the proposed initial term of the lease

Time Remaining On Underlying Lease: _____

- 6. Request financial analysis
- 7. Insert the relevant capital expenditure language into the lease
- 8. Verify that the proposed upgrades have been submitted for financial approval
- 9. Receive notification of financial approval
- 10. Verify financial approval upon receipt of partially executed lease
- 11. Issue Notice To Proceed to Construction Department



 Project Manager

*Brent - Pay due to
 installers request to
 commence install
 will send original
 for scan when
 received &
 executed*

(3)

W3-

Jax Beach

**ANTENNA SITE LICENSE
AGREEMENT**

AGREEMENT made this 8th day of November, 1999, between TC FLORIDA TOWERS II, L.L.C., a limited liability company ("Licensor"), and JEA, a body politic and corporate ("Licensee").

WITNESS:

- A. Licensor holds a leasehold interest in a certain parcel of property located at 950 10th Street South, City of Jacksonville Beach, County of Duval, State of Florida (known as "Jax Beach Site"), more specifically described in Exhibit "A", attached hereto (the "Site").
- B. Licensor owns, operates and manages a communications tower erected on the Site (the "Tower").
- C. Licensee desires to obtain a license to install equipment on the Tower for use by Licensee for the purpose of a communications facility and to use certain designated space on the Site.

NOW THEREFORE the parties agree as follows:

1. Tower Use License: Licensor hereby licenses to Licensee, space at the antenna location shown on Exhibit "B" to install and operate the equipment specifically described on Schedule "B-1". Licensee shall use the space exclusively for its communications operations as permitted by this License Agreement, including only those frequencies listed on Schedule "B-1", and shall not maintain or permit any nuisance or unsafe conditions on the Site or the Tower.

This license shall include the use by Licensee of a portion of the TC Tower Shelter Building on the Site as more particularly shown on Exhibit "B".

As part of this License, Licensor shall permit Licensee to pour a twelve foot by thirty foot (12'x 30') concrete pad at a location on the Site shown on Exhibit "B" and to place an unmanned equipment shelter on such pad, and to pour an approximate four foot by ten foot (4'x10') concrete pad and an approximate three foot by eighteen foot (3'x18') concrete pad at the locations on the Site shown on Exhibit "B" specifically for the placement and operation of a generator and LP fuel tank to support the operation of Licensee's facilities on the Site.

2. Term of License: This License Agreement shall commence thirty (30) days from the date of execution of this License Agreement (the "Commencement Date"), and shall expire five (5) years from the Commencement Date.

3. Extension of Term: This License Agreement shall automatically be extended for five (5) successive periods of Five (5) years each, without notice, unless Licensee shall have given Licensor written notice of termination at least one hundred twenty (120) days prior to the expiration of the then current term or any renewal period, respectively. All references to the term of this License Agreement shall include the term as it is extended as provided herein.

4. License Fee: For the rights herein granted by Licensor to Licensee, in this License Agreement, Licensee shall pay as an annual license fee, in monthly installments, the amounts shown on Exhibit "C". License fees shall be paid monthly in advance, to the remittance address listed in Section 25, on or before the first day of each calendar month during the term of this License Agreement. In the event the first and/or last month of the term shall commence or end on a date other than the first or last day of a calendar month the fee shall be apportioned. If any installment is not paid within forty-five (45) days after the due date, Licensee shall pay a late charge equal to one percent (1%) of the amount of the monthly installment due Licensor. Late charges will not apply to disputed billings. The Licensee shall notify Licensor of any disputed billings within thirty (30) days after receipt of invoice for such billing. In the event the Tower construction has not been completed by the Commencement Date, Licensee shall not be obligated to pay license fees until such time as the Tower has been sufficiently completed so as to permit Licensee to operate its communication facility. The license fee for any renewal period shall be increased by three percent (3%) of the prior year's annual license fee as set forth in Exhibit "C".

5. Installation of Licensee's Equipment: All installation, construction, removal, relocation or maintenance of Licensee's equipment shall be commenced only after Licensor has approved all plans and specifications in writing, which approval shall not be unreasonably withheld or delayed, and Licensee shall comply with all of Licensor's reasonable requirements. The equipment described on Schedule "B-1" may be installed, and if the Licensee requires additional equipment at the Site, Licensor shall consider and review the request for the additional equipment and not unreasonably withhold consent to such installation, provided however, Licensor shall not be obligated to approve any installation, which, when considered with all other equipment installed on the Tower will cause the permitted wind load for the Tower to be exceeded. All such work shall be performed by Licensee at its sole cost and expense in good and workmanlike manner, free from faults, and in compliance with all legal requirements utilizing only first class materials and supplies. Licensee shall be solely responsible for construction means, methods, techniques, sequences and procedure, and for coordinating all activities related to the work, and such work shall not interfere with the uninterrupted use of the Tower or the Site by other licensees. If interference with other licensees is caused by Licensee's installation work and cannot be reduced to levels reasonably acceptable to Licensor, then Licensee shall immediately cease all installation work upon receipt of written notice from Licensor, and Licensor shall have the right to terminate this License Agreement by giving Licensee fifteen (15) days prior written notice, unless such interference is satisfactorily reduced within such period. NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, IS MADE BY LICENSOR WITH RESPECT TO THE SUITABILITY OF THE TOWER AND THE SITE FOR LICENSEES OPERATIONS AND INTENDED USE THEREOF.

6. Licensor's Maintenance: Licensor shall make all necessary repairs and replacements at its expense, as well as alterations required by any governmental authority having jurisdiction over the Tower, unless the required repairs, replacements or alterations are solely required for the Licensee's

communication equipment located on the Tower (or the Site), in which event Licensee shall make all necessary repairs, replacements and alterations as required at its expense.

7. Licensee's Maintenance: Licensee shall maintain its antenna and transmitting and other equipment in a good state of repair and operating condition, all in accordance with good engineering practices and applicable governmental rules and regulations. All maintenance work shall be performed in accordance with the requirements of Section 5 above and Licensee shall use qualified technicians who shall be subject to Licensor's prior written approval. If circumstances occur, or threaten to occur, from which Licensor may reasonably conclude that damage is likely to result to the property of Licensee, Licensor or the property of any other person, or that substantial threat to life will exist before agents of Licensee can be advised and respond, the Licensor, without notice to Licensee, may repair, maintain, deenergize, disconnect or dismantle any or all equipment and/or lines of Licensee and take any other action which in Licensor's reasonable discretion may appear necessary with respect to the property of Licensee, without any liability on the part of Licensor for any damage that such action may cause, unless caused by the gross negligence or willful or intentional misconduct of Licensor, its agents, employees, servants, representatives or contractors.

8. Access: Licensee shall have free access to the Tower and the Site for the purpose of installing its equipment and for the purpose of inspection, examination, maintenance and repair. Licensor shall have a right of access, at all reasonable times, for examination, inspection, emergency repair or replacement of any of Licensee's equipment as provided for in this License Agreement.

9. Interference: Prior to installation of its equipment, Licensee shall cause its engineers to verify by frequency search that its signal will not interfere with the radiating or receiving facilities of others already using the Tower at the time of Licensee's installation. Thereafter, Licensee will conduct its activities in accordance with sound electronic and engineering practices and will cooperate with other licensees so as to prevent interference. In the event interference is encountered, which is caused by Licensee's activities, then Licensee will, at its sole cost and expense, take all steps necessary to promptly correct and eliminate such interference. If the Licensee does not correct the condition causing the interference within forty-eight (48) hours after receipt of notice from Licensor, then Licensor may turn off the electrical power to Licensee's equipment until the condition causing the interference is corrected, or until Licensee establishes to Licensor's satisfaction that Licensee's equipment is not the cause of the interference. If the interference cannot be eliminated within a reasonable period, Licensor may terminate this License Agreement on written notice to Licensee without further liability to Licensee, and Licensor shall have the right to disconnect and remove any equipment which is causing the interference. Upon determination by Licensor that any other licensee, whose equipment has been installed on the Tower subsequent to Licensee's installation, is causing interference with Licensee's radio frequency activities, Licensor will use its best efforts to cause the other licensee to promptly correct the condition causing the interference. Interference shall be deemed to be any interference which violates the terms and conditions of transmitter licenses, and/or rules and regulations of the Federal Communications Commission, or as defined in the provisions of the recommended practices of the Electronics Industries Association then in effect.

10. Utilities: Licensee shall be responsible for furnishing and paying for all electricity and other utilities required by Licensee for the operation of its equipment.

11. Taxes: Licensee is a tax exempt body politic and corporate. Licensee shall not be responsible for any federal, state or local sale, use, real property or other tax due with respect to this Agreement or to the Site or any personal property located thereon.

12. Liens: Licensee shall not permit any mechanic's, materialman's or other liens to stand against the Site or the Tower for any labor or material furnished to the Licensee in connection with work of any character performed on the Site or the Tower by or at the direction of Licensee. In the event that any notice of lien shall be filed or given, Licensee shall immediately cause the same to be released or discharged and shall indemnify and hold Licensor harmless from and against any losses, damages, costs, expenses, fees, penalties, attorney's fees and legal expenses suffered or incurred by Licensor by reason of the filing of such claim or lien, to the extent permitted by Section 768.28, Florida Statutes.

13. Licensee's Liability: To the extent permitted by Section 768.28, Florida Statutes, Licensee shall be liable for any damage to the Tower or to any equipment located on the Tower arising out of or in connection with Licensee's use or occupancy of the Tower and Site arising out of the negligence or willful or intentional misconduct of its agents or employees. Licensee shall indemnify and hold Licensor harmless from and against any and all claims, demands and suits made or commenced by any party against Licensor for loss of life, personal injury, loss or damage to property, or other damage arising out of the use of the Tower or Site by Licensee, arising out of the negligence or willful or intentional misconduct of Licensee's agents or employees to the extent permitted by Section 768.28, Florida Statutes. In no event will Licensee be liable for consequential damages of any nature including but not by way of limitation lost revenues resulting from Licensor's inability to operate its Tower or the equipment thereon under any circumstances.

14. Licensor's Liability: Licensor shall not be liable to Licensee or to any other person for loss or damage, regardless of cause, other than the negligence or willful or intentional misconduct of Licensor, its officers, agents, employees, servants, representatives, invitees or contractors. In no event shall Licensor be liable for consequential damages, including lost revenues resulting from Licensee's inability to operate radio frequency equipment under any circumstances.

15. Insurance: Licensee is a self-insurer pursuant to Section 768.28, Florida Statutes under a funded program of self-insurance and Licensee's liability is limited in accordance with Section 768.28, Florida Statutes.

16. Damage or Destruction: If the Tower, with or without the fault of Licensor, by any cause, be totally or partially destroyed or damaged so as to prevent use by Licensee of its space on the Tower, or a temporary facility provided by Licensor, for a period in excess of ninety (90) days, Licensee may terminate this License Agreement on written notice to Licensor, and upon such termination neither party shall have any further liability to the other. License fees shall be abated for any period during which Licensee shall be unable to transmit or receive its signal because of the unavailability of the Tower, or a temporary facility provided by Licensor.

17. Eminent Domain: If the Tower, or any portion thereof in which Licensee's equipment is located, is taken by eminent domain, this License shall expire and the license fee shall be apportioned to the date when the property is taken. Neither party shall be subject to any claims, actions or legal proceedings by the other party as a result of the taking by eminent domain.

18. Default: Should Licensee fail to pay, within forty-five (45) days after receipt of invoice, license fees or any other amounts due Licensor hereunder, or fail to cure any breach of any other provision of this License Agreement after forty-five (45) days written notice and demand, Licensor may, at its sole remedy, terminate this License Agreement by providing five (5) days written notice of such termination to Licensee.

19. Surrender by Licensee: Upon expiration or termination of this License Agreement, Licensee, at its own cost and expense, shall completely remove or cause to be removed, all equipment constructed or installed by Licensee on the Site, and restore the Tower and Site to their original condition, ordinary wear and tear excepted. If the time for removal causes Licensee to remain on the Site and Tower after the termination or expiration of this License Agreement, Licensee shall pay license fees at the then existing monthly pro-rated basis, until such time as the removal of equipment has been completed. Upon termination and removal of the equipment, all rights and liabilities of the parties shall cease, unless specifically provided otherwise in this License Agreement.

20. Assignment: Licensee shall not assign or sublease this License Agreement or any interest therein, and shall not encumber, hypothecate or otherwise give as security, this License Agreement without the prior written consent of Licensor, which consent shall not be unreasonably withheld.

21. Subordination: This License Agreement is subject to and subordinate at all times to the lien of existing and future mortgages on the Site, provided that the holder of such mortgage will not, for so long as Licensee shall not be in default under this License Agreement disturb the peaceful quiet enjoyment of the License by Licensee. No instrument shall be necessary to effectuate this subordination, but Licensee agrees to execute and deliver such further instruments subordinating this License Agreement to the lien of all such mortgages as may be requested from time to time.

22. Estoppels: Within five (5) days after written request, Licensee shall deliver to Licensor, or to any mortgagee or prospective purchaser of Licensor's interest, a certificate stating that: (i) Licensee has entered into occupancy of the Tower and Site in accordance with the provisions of this License Agreement; (ii) this License Agreement is in full force and effect; (iii) Licensor has performed the covenants, agreements or conditions required of Licensor, if such be the case (and if such not be the case, then Licensee shall list those covenants, agreements or conditions not so performed), and any other information reasonably requested by the Licensor or such mortgagee.

23. Termination by Licensee: Licensee shall have the absolute right to terminate this License Agreement by providing sixty (60) days written notice of such termination to Licensor.

24. Master Lease:

(a) Licensor leases the Site pursuant to a lease agreement entitled "Ground Lease Agreement" from the landlord, Florida Rock Industries, Inc. ("Ground Lessor"), dated February 22, 1999 ("Underlying Lease"). This License Agreement entered into between Licensor and Licensee is a Sublease and is subject to the terms of the Underlying Lease.

(b) As long as Licensee is not in default of this License Agreement, Licensor shall be obligated to perform all of Licensor's obligations under the Underlying Lease.

25. Notice: All notices hereunder must be in writing and shall be deemed valid, if sent by certified mail return receipt requested, or if sent by a nationally recognized courier providing proof of service, addressed as follows, or sent to any other address that the party to be notified may have designated to the sender by like notice:

Notices and Remittances to: TC Florida Towers II, L.L.C.
Attn: David H. Boeff
3501 SW 2nd Avenue, Suite 2400
Gainesville, Florida 32607
Phone: (352) 376-1001
FAX: (352) 376-0119

With Copy of Notices to: TowerCom Holdings, LLC
Attn: David Boone
One Independent Square, 16th Floor
Jacksonville, Florida 32202

Licensee: JEA
Attn: Real Estate
21 West Church Street
Jacksonville, Florida 32202
Phone: (904) 665-6439
FAX: (904) 665-7455

26. Binding Agreement: This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective successors and permitted assigns.

27. Governing Law: This License Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State in which the Site is located.

28. Attorney's Fees and Costs: In connection with any enforcement action or litigation arising out of this License Agreement, should a Court issue a judgment against either party regarding its failure to fulfill this License Agreement, the party against whom the judgment is entered shall pay the other party's reasonable attorneys' and expert witness fees and costs incurred in enforcing this License Agreement through any appeal. This paragraph shall survive the termination of this License Agreement.

29. Entire Agreement: This License Agreement represents the entire understanding and agreement between the parties and no agreements or representations, unless incorporated into this License Agreement shall be binding on any of the parties.

30. Waiver: Failure or delay on the part of the parties hereto to exercise any right, power or privilege hereunder shall not operate as a waiver thereof.

31. Severability: Should any provision of this License Agreement be deemed invalid or unenforceable by any court of competent jurisdiction, such invalidity shall not be construed to render any other provision invalid or unenforceable.

32. Memorandum: At the request of Licensee, Licensor agrees to execute a memorandum or short form of this License Agreement in recordable form, setting forth a description of the Site, and the term of this License Agreement for the purpose of giving public notice to third parties.

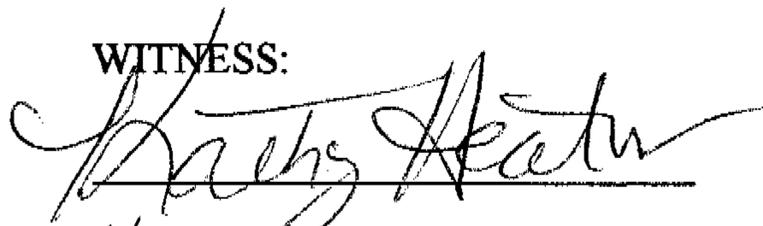
33. RF Exposure Calculations: Licensor shall collect and provide to Licensee all data as required by the Federal Communications Commission O.E.T. Bulletin #65 from all Licensees and other users of the Tower within thirty days of the commencement of this contract and, within thirty days of any proposed change, addition, or deletion of any RF radiating equipment by the Licensor or all other Licensees, but not less than fifteen days prior to the date that the change, addition, or deletion is implemented.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

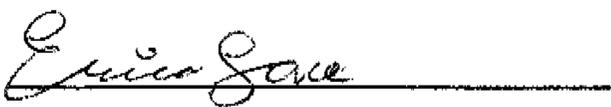
LICENSOR:

TC FLORIDA TOWERS II, L.L.C.
A Limited Liability Company
By Its Manager, ~~TowerCom Holdings, LLC~~

WITNESS:



Kathy Heaton
Print Name



Erica Lake
Print Name

By: 
Print Name / Title: David A. Boett / EVP
Date: 11-8-99

LICENSEE:

JEA

WITNESS:

Charlie Para

CHARLIE PARA

Print Name

Donald A. Boggs

Print Name / Title: *DONALD A. BOGGS*
CHIEF PURCHASING OFFICER

Date: *11/10/99*

Nancy A. Kilgo

NANCY A. KILGO

Print Name

Form Approved:

Edward Tannen

Assistant General Counsel

EXHIBIT "A"

Description of Property

JAX BEACH SITE

LEGAL DESCRIPTION

A PARCEL OF LAND IN SECTION 4, TOWNSHIP 3 SOUTH, RANGE 29 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF GADSDEN AVENUE WITH THE WESTERLY RIGHT OF WAY LINE OF TENTH STREET, A 50 FOOT RIGHT OF WAY AS NOW ESTABLISHED; THENCE S10° 20' 00"E ALONG SAID WESTERLY RIGHT OF WAY LINE FOR 303.21 FEET; THENCE S88° 00' 50"W PARALLEL TO THE SOUTHERLY RIGHT OF WAY LINE OF SAID GADSDEN AVENUE FOR 296.50 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE CONTINUE S88° 00' 50"W FOR 167.42 FEET TO A POINT ON THE EAST BOUNDARY OF JACKSONVILLE MUNICIPAL GOLF COURSE; THENCE S01° 26' 00"E ALONG THE EAST LINE OF SAID JACKSONVILLE MUNICIPAL GOLF COURSE FOR 53.60 FEET; THENCE N88° 00' 50"E FOR 167.42 FEET; THENCE N01° 26' 00"W FOR 53.60 FEET TO THE POINT OF BEGINNING, SAID PARCEL OF LAND SITUATE, LYING, AND BEING IN DUVAL COUNTY, FLORIDA, CONTAINING 0.206 ACRES MORE OR LESS.

TOGETHER WITH

AN EASEMENT FOR INGRESS, EGRESS, PUBLIC UTILITIES AND PARKING OVER AND ACROSS THE FOLLOWING DESCRIBED PARCEL OF LAND: COMMENCE AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF GADSDEN AVENUE WITH THE WESTERLY RIGHT OF WAY LINE OF TENTH STREET, A 50 FOOT RIGHT OF WAY AS NOW ESTABLISHED; THENCE S10° 20' 00"E ALONG SAID WESTERLY RIGHT OF WAY LINE FOR 303.21 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE CONTINUE S10° 20' 00"E ALONG SAID WESTERLY RIGHT OF WAY LINE FOR 74.98 FEET; THENCE S88° 00' 50"W PARALLEL TO THE SOUTHERLY RIGHT OF WAY LINE OF SAID GADSDEN AVENUE FOR 308.22 FEET; THENCE N01° 26' 00"W FOR 75.00; THENCE N88° 00' 50"E FOR 296.50 FEET TO THE POINT OF BEGINNING.

EXHIBIT "B"

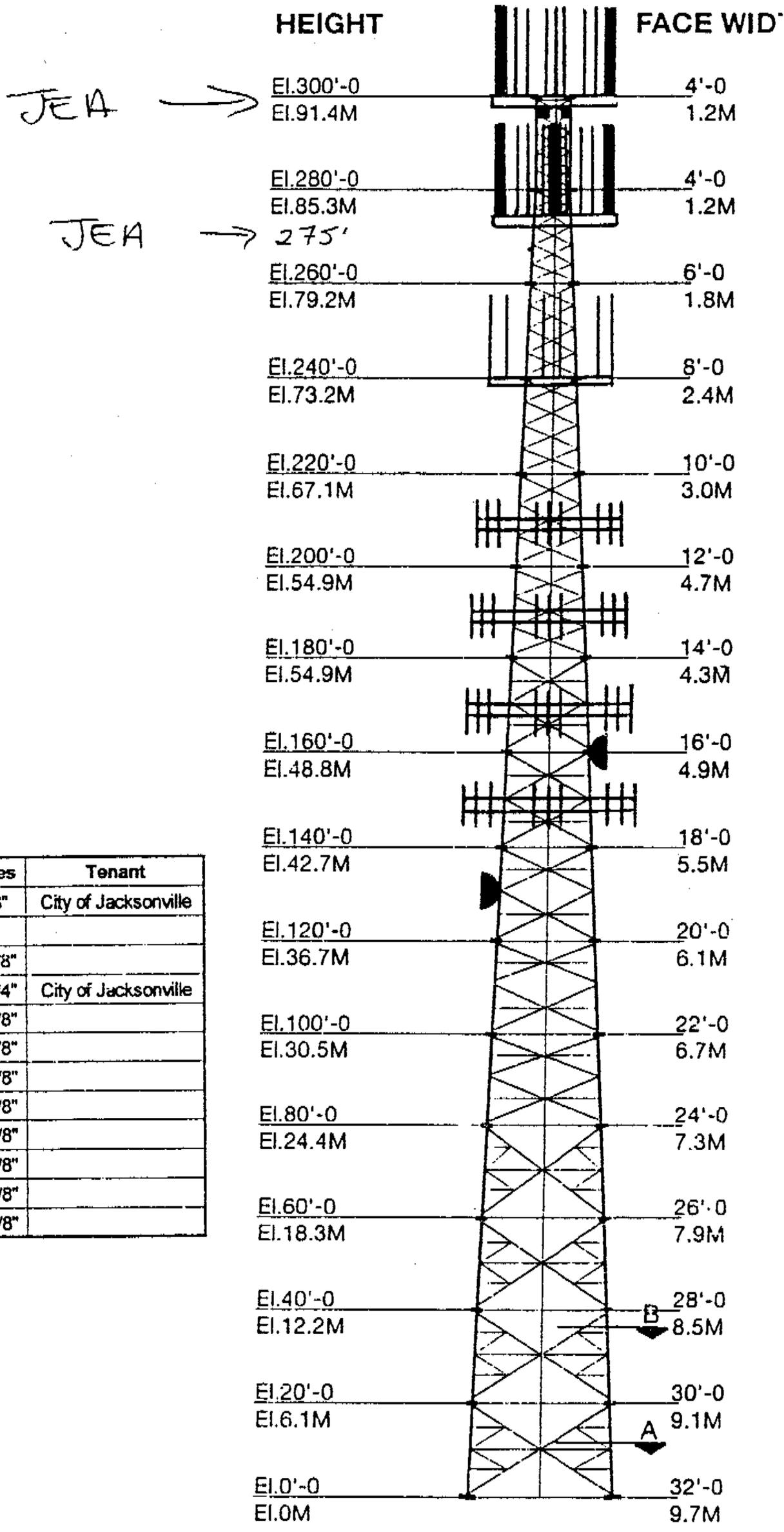
Tower and Building Layout

See Site Plan and Tower Elevation attached.

TowerCom

TowerCom Florida, LP
 Jacksonville Beach, FL
 300 ft. Self-support Tower

Level	Qty	Antenna Type	Antenna Mount	Qty	Lines	Tenant
300 ft.	2	Cellwave BMR-12	6 ft. 9-way mount	2	7/8"	City of Jacksonville
300 ft.	2	TX-RX preamps	leg mount			
300 ft.	7	DB809	same as above	7	1-5/8"	
275 ft.	3	Cellwave BMR-12	6 ft. 9-way mount	3	1-1/4"	City of Jacksonville
275 ft.	6	DB809	same as above	6	1-5/8"	
240 ft.	6	DB809	6-ft. 6-way mount	6	1-5/8"	
210 ft.	9	DAPA59210 PCS	12 ft. boom mount	9	1-5/8"	
190 ft.	9	DAPA59210 PCS	12 ft. boom mount	9	1-5/8"	
170 ft.	9	DAPA59210 PCS	12 ft. boom mount	9	1-5/8"	
160 ft.	1	6 ft. solid dish	leg mount	1	1-5/8"	
150 ft.	9	DAPA59210 PCS	12 ft boom mount	9	1-5/8"	
130 ft.	1	6 ft. solid dish	leg mount	1	1-5/8"	



ELEVATION

Schedule "B-1"

Listing of Licensee's Antenna and Equipment

At 300' level on tower:	(2)	BMR-12	RX Antennae
	(2)	7/8"	Transmission Lines
	(2)	Tower Top	Pre-Amps
	(2)	1/2" LDF	Transmission Lines
At 275' level on tower:	(3)	BMR-12	TX Antennae
	(3)	1 1/4"	Transmission Lines
On the Ground:	(1)	12' by 30'	Pad for Ground Shelter
	(1)	Approx. 4' by 10'	Pad for Generator
	(1)	Approx. 3' by 18"	Pad for LP Fuel Tank for Generator

EXHIBIT "C"

License Fee Schedule

License Fee shall increase 3% annually during the term of this License Agreement and all renewal periods.

	MONTHLY	ANNUALLY
Effective Date through 12/31/99	\$250.00	N/A
January 1, 2000	\$2,500.00	\$30,000.00

ANTENNA SITE LICENSE
AGREEMENT

COPY

AGREEMENT made this 9th day of November, 1999, between PINNACLE TOWERS INC., a Delaware Corporation ("Licensor"), and JEA, a body politic and corporate ("Licensee").

WITNESS:

- A. Licensor holds a leasehold interest in a certain parcel of property located at 2630 Lloyd Road, City of Jacksonville, County of Duval, State of Florida (known as "Lloyd Road Site"), more specifically described in Exhibit "A", attached hereto (the "Site").
- B. Licensor owns, operates and manages a communications tower erected on the Site (the "Tower").
- C. Licensee desires to obtain a license to install equipment on the Tower for use by Licensee for the purpose of a communications facility and to use certain designated space on the Site.

NOW THEREFORE the parties agree as follows:

1. Tower Use License: Licensor hereby licenses to Licensee, space at the antenna location shown on Exhibit "B" to install and operate the equipment specifically described on Schedule "B-1". Licensee shall use the space exclusively for its communications operations as permitted by this License Agreement, including only those frequencies listed on Schedule "B-1", and shall not maintain or permit any nuisance or unsafe conditions on the Site or the Tower.

This license shall include the use by Licensee of a portion of the TC Tower Shelter Building on the Site as more particularly shown on Exhibit "B".

As part of this License, Licensor shall permit Licensee to pour a twelve foot by thirty (12' x 30') concrete pad at a location on the Site shown on Exhibit "B" and to place an unmanned equipment shelter on such pad, and to pour an approximate four foot by ten foot (4'x10') concrete pad and an approximate three foot by eighteen foot (3'x18') concrete pad at the locations on the Site shown on Exhibit "B" specifically for the placement and operation of a generator and LP fuel tank to support the operation of Licensee's facilities on the Site.

2. Term of License: This License Agreement shall commence thirty (30) days from the date of execution of this License Agreement (the "Commencement Date"), and shall expire five (5) years from the Commencement Date.

3. Extension of Term: This License Agreement shall automatically be extended for five (5) successive periods of Five (5) years each, without notice, unless Licensee shall have given Licensor written notice of termination at least one hundred twenty (120) days prior to the expiration of the then current term or any renewal period, respectively. All references to the term of this License Agreement shall include the term as it is extended as provided herein.

4. License Fee: For the rights herein granted by Licensor to Licensee, in this License Agreement, Licensee shall pay as an annual license fee, in monthly installments, the amounts shown on **Exhibit "C"**. License fees shall be paid monthly in advance, to the remittance address listed in Section 25, on or before the first day of each calendar month during the term of this License Agreement. In the event the first and/or last month of the term shall commence or end on a date other than the first or last day of a calendar month the fee shall be apportioned. If any installment is not paid within forty-five (45) days after the due date, Licensee shall pay a late charge equal to one percent (1%) of the amount of the monthly installment due Licensor. Late charges will not apply to disputed billings. The Licensee shall notify Licensor of any disputed billings within thirty (30) days after receipt of invoice for such billing. In the event the Tower construction has not been completed by the Commencement Date, Licensee shall not be obligated to pay license fees until such time as the Tower has been sufficiently completed so as to permit Licensee to operate its communication facility. The license fee for any renewal period shall be increased by three percent (3%) of the prior year's annual license fee as set forth in **Exhibit "C"**.

5. Installation of Licensee's Equipment: All installation, construction, removal, relocation or maintenance of Licensee's equipment shall be commenced only after Licensor has approved all plans and specifications in writing, which approval shall not be unreasonably withheld or delayed, and Licensee shall comply with all of Licensor's reasonable requirements. The equipment described on **Schedule "B-1"** may be installed, and if the Licensee requires additional equipment at the Site, Licensor shall consider and review the request for the additional equipment and not unreasonably withhold consent to such installation, provided however, Licensor shall not be obligated to approve any installation, which, when considered with all other equipment installed on the Tower will cause the permitted wind load for the Tower to be exceeded. All such work shall be performed by Licensee at its sole cost and expense in good and workmanlike manner, free from faults, and in compliance with all legal requirements utilizing only first class materials and supplies. Licensee shall be solely responsible for construction means, methods, techniques, sequences and procedure, and for coordinating all activities related to the work, and such work shall not interfere with the uninterrupted use of the Tower or the Site by other licensees. If interference with other licensees is caused by Licensee's installation work and cannot be reduced to levels reasonably acceptable to Licensor, then Licensee shall immediately cease all installation work upon receipt of written notice from Licensor, and Licensor shall have the right to terminate this License Agreement by giving Licensee fifteen (15) days prior written notice, unless such interference is satisfactorily reduced within such period. **NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, IS MADE BY LICENSOR WITH RESPECT TO THE SUITABILITY OF THE TOWER AND THE SITE FOR LICENSEES OPERATIONS AND INTENDED USE THEREOF.**

6. Licensor's Maintenance: Licensor shall make all necessary repairs and replacements at its expense, as well as alterations required by any governmental authority having jurisdiction over the Tower, unless the required repairs, replacements or alterations are solely required for the Licensee's

communication equipment located on the Tower (or the Site), in which event Licensee shall make all necessary repairs, replacements and alterations as required at its expense.

7. Licensee's Maintenance: Licensee shall maintain its antenna and transmitting and other equipment in a good state of repair and operating condition, all in accordance with good engineering practices and applicable governmental rules and regulations. All maintenance work shall be performed in accordance with the requirements of Section 5 above and Licensee shall use qualified technicians who shall be subject to Licensor's prior written approval. If circumstances occur, or threaten to occur, from which Licensor may reasonably conclude that damage is likely to result to the property of Licensee, Licensor or the property of any other person, or that substantial threat to life will exist before agents of Licensee can be advised and respond, the Licensor, without notice to Licensee, may repair, maintain, deenergize, disconnect or dismantle any or all equipment and/or lines of Licensee and take any other action which in Licensor's reasonable discretion may appear necessary with respect to the property of Licensee, without any liability on the part of Licensor for any damage that such action may cause, unless caused by the gross negligence or willful or intentional misconduct of Licensor, its agents, employees, servants, representatives or contractors.

8. Access: Licensee shall have free access to the Tower and the Site for the purpose of installing its equipment and for the purpose of inspection, examination, maintenance and repair. Licensor shall have a right of access, at all reasonable times, for examination, inspection, emergency repair or replacement of any of Licensee's equipment as provided for in this License Agreement.

9. Interference: Prior to installation of its equipment, Licensee shall cause its engineers to verify by frequency search that its signal will not interfere with the radiating or receiving facilities of others already using the Tower at the time of Licensee's installation. Thereafter, Licensee will conduct its activities in accordance with sound electronic and engineering practices and will cooperate with other licensees so as to prevent interference. In the event interference is encountered, which is caused by Licensee's activities, then Licensee will, at its sole cost and expense, take all steps necessary to promptly correct and eliminate such interference. If the Licensee does not correct the condition causing the interference within forty-eight (48) hours after receipt of notice from Licensor, then Licensor may turn off the electrical power to Licensee's equipment until the condition causing the interference is corrected, or until Licensee establishes to Licensor's satisfaction that Licensee's equipment is not the cause of the interference. If the interference cannot be eliminated within a reasonable period, Licensor may terminate this License Agreement on written notice to Licensee without further liability to Licensee, and Licensor shall have the right to disconnect and remove any equipment which is causing the interference. Upon determination by Licensor than any other licensee, whose equipment has been installed on the Tower subsequent to Licensee's installation, is causing interference with Licensee's radio frequency activities, Licensor will use its best efforts to cause the other licensee to promptly correct the condition causing the interference. Interference shall be deemed to be any interference which violates the terms and conditions of transmitter licenses, and/or rules and regulations of the Federal Communications Commission, or as defined in the provisions of the recommended practices of the Electronics Industries Association then in effect.

10. Utilities: Licensee shall be responsible for furnishing and paying for all electricity and other utilities required by Licensee for the operation of its equipment.

11. Taxes: Licensee is a tax exempt body politic and corporate. Licensee shall not be responsible for any federal, state or local sale, use, real property or other tax due with respect to this Agreement or to the Site or any personal property located thereon.

12. Liens: Licensee shall not permit any mechanic's, materialman's or other liens to stand against the Site or the Tower for any labor or material furnished to the Licensee in connection with work of any character performed on the Site or the Tower by or at the direction of Licensee. In the event that any notice of lien shall be filed or given, Licensee shall immediately cause the same to be released or discharged and shall indemnify and hold Licensor harmless from and against any losses, damages, costs, expenses, fees, penalties, attorney's fees and legal expenses suffered or incurred by Licensor by reason of the filing of such claim or lien, to the extent permitted by Section 768.28, Florida Statutes.

13. Licensee's Liability: To the extent permitted by Section 768.28, Florida Statutes, Licensee shall be liable for any damage to the Tower or to any equipment located on the Tower arising out of or in connection with Licensee's use or occupancy of the Tower and Site arising out of the negligence or willful or intentional misconduct of its agents or employees. Licensee shall indemnify and hold Licensor harmless from and against any and all claims, demands and suits made or commenced by any party against Licensor for loss of life, personal injury, loss or damage to property, or other damage arising out of the use of the Tower or Site by Licensee, arising out of the negligence or willful or intentional misconduct of Licensee's agents or employees to the extent permitted by Section 768.28, Florida Statutes. In no event will Licensee be liable for consequential damages of any nature including but not by way of limitation lost revenues resulting from Licensor's inability to operate its Tower or the equipment thereon under any circumstances.

14. Licensor's Liability: Licensor shall not be liable to Licensee or to any other person for loss or damage, regardless of cause, other than the negligence or willful or intentional misconduct of Licensor, its officers, agents, employees, servants, representatives, invitees or contractors. In no event shall Licensor be liable for consequential damages, including lost revenues resulting from Licensee's inability to operate radio frequency equipment under any circumstances.

15. Insurance: Licensee is a self-insurer pursuant to Section 768.28, Florida Statutes under a funded program of self-insurance and Licensee's liability is limited in accordance with Section 768.28, Florida Statutes.

16. Damage or Destruction: If the Tower shall, with or without the fault of Licensor, by any cause, be totally or partially destroyed or damaged so as to prevent use by Licensee of its space on the Tower, or a temporary facility provided by Licensor, for a period in excess of ninety (90) days, Licensee may terminate this License Agreement on written notice to Licensor, and upon such termination neither party shall have any further liability to the other. License fees shall be abated for any period during which Licensee shall be unable to transmit or receive its signal because of the unavailability of the Tower, or a temporary facility provided by Licensor.

17. Eminent Domain: If the Tower, or any portion thereof in which Licensee's equipment is located, is taken by eminent domain, this License shall expire and the license fee shall be apportioned to the date when the property is taken. Neither party shall be subject to any claims, actions or legal proceedings by the other party as a result of the taking by eminent domain.

18. Default: Should Licensee fail to pay, within forty-five (45) days after receipt of invoice, license fees or any other amounts due Licensor hereunder, or fail to cure any breach of any other provision of this License Agreement after forty-five (45) days written notice and demand, Licensor may, at its sole remedy, terminate this License Agreement by providing five (5) days written notice of such termination to Licensee.

19. Surrender by Licensee: Upon expiration or termination of this License Agreement, Licensee, at its own cost and expense, shall completely remove or cause to be removed, all equipment constructed or installed by Licensee on the Site, and restore the Tower and Site to their original condition, ordinary wear and tear excepted. If the time for removal causes Licensee to remain on the Site and Tower after the termination or expiration of this License Agreement, Licensee shall pay license fees at the then existing monthly pro-rated basis, until such time as the removal of equipment has been completed. Upon termination and removal of the equipment, all rights and liabilities of the parties shall cease, unless specifically provided otherwise in this License Agreement.

20. Assignment: Licensee shall not assign or sublease this License Agreement or any interest therein, and shall not encumber, hypothecate or otherwise give as security, this License Agreement without the prior written consent of Licensor, which consent shall not be unreasonably withheld.

21. Subordination: This License Agreement is subject to and subordinate at all times to the lien of existing and future mortgages on the Site, provided that the holder of such mortgage will not, for so long as Licensee shall not be in default under this License Agreement disturb the peaceful quiet enjoyment of the License by Licensee. No instrument shall be necessary to effectuate this subordination, but Licensee agrees to execute and deliver such further instruments subordinating this License Agreement to the lien of all such mortgages as may be requested from time to time.

22. Estoppels: Within five (5) days after written request, Licensee shall deliver to Licensor, or to any mortgagee or prospective purchaser of Licensor's interest, a certificate stating that: (i) Licensee has entered into occupancy of the Tower and Site in accordance with the provisions of this License Agreement; (ii) this License Agreement is in full force and effect; (iii) Licensor has performed the covenants, agreements or conditions required of Licensor, if such be the case (and if such not be the case, then Licensee shall list those covenants, agreements or conditions not so performed), and any other information reasonably requested by the Licensor or such mortgagee.

23. Termination by Licensee: Licensee shall have the absolute right to terminate this License Agreement by providing sixty (60) days written notice of such termination to Licensor.

24. Master Lease:

(a) Licensor leases the Site pursuant to a lease agreement entitled "Ground Lease Agreement" from the landlord, Airtouch Paging ("Ground Lessor"), dated June 18, 1996 ("Underlying Lease"). This License Agreement entered into between Licensor and Licensee is a Sublease and is subject to the terms of the Underlying Lease.

(b) As long as Licensee is not in default of this License Agreement, Licensor shall be obligated to perform all of Licensor's obligations under the Underlying Lease.

25. Notice: All notices hereunder must be in writing and shall be deemed valid, if sent by certified mail return receipt requested, or if sent by a nationally recognized courier providing proof of service, addressed as follows, or sent to any other address that the party to be notified may have designated to the sender by like notice:

Notices and Remittances to: Pinnacle Towers Inc.
1549 Ringling Boulevard, Third Floor
Sarasota, Florida 34236
Phone: (941) 364-8886
FAX: (941) 364-8761

Licensee: JEA
Attn: Real Estate
21 West Church Street
Jacksonville, Florida 32202
Phone: (904) 665-6439
FAX: (904) 665-7455

26. Binding Agreement: This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective successors and permitted assigns.

27. Governing Law: This License Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State in which the Site is located.

28. Attorney's Fees and Costs: In connection with any enforcement action or litigation arising out of this License Agreement, should a Court issue a judgment against either party regarding its failure to fulfill this License Agreement, the party against whom the judgment is entered shall pay the other party's reasonable attorneys' and expert witness fees and costs incurred in enforcing this License Agreement through any appeal. This paragraph shall survive the termination of this License Agreement.

29. Entire Agreement: This License Agreement represents the entire understanding and agreement between the parties and no agreements or representations, unless incorporated into this License Agreement shall be binding on any of the parties.

30. Waiver: Failure or delay on the part of the parties hereto to exercise any right, power or privilege hereunder shall not operate as a waiver thereof.

31. Severability: Should any provision of this License Agreement be deemed invalid or unenforceable by any court of competent jurisdiction, such invalidity shall not be construed to render any other provision invalid or unenforceable.

32. Memorandum: At the request of Licensee, Licenser agrees to execute a memorandum or short form of this License Agreement in recordable form, setting forth a description of the Site, and the term of this License Agreement for the purpose of giving public notice to third parties.

33. RF Exposure Calculations: Licenser shall collect and provide to Licensee all data as required by the Federal Communications Commission O.E.T. Bulletin #65 from all Licensees and other users of the Tower within thirty days of the commencement of this contract and, within thirty days of any proposed change, addition, or deletion of any RF radiating equipment by the Licenser or all other Licensees, but not less than fifteen days prior to the date that the change, addition, or deletion is implemented.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

WITNESSES:

LICENSOR:
PINNACLE TOWERS INC.,
A Delaware Corporation

Meredith Arabas
Meredith Arabas
Print Name

By: Shannon K Davis
Print Name / Title: Shannon K Davis Regional
SALES
Manager
Date: 11/7/99

Terry Kwiecinski
TERRY Kwiecinski
Print Name

WITNESSES:

LICENSEE:
JEA

Charlie Paza
CHARLIE PAZA
Print Name

By: [Signature]
Print Name / Title: BONNIE A. BOGGS
CHIEF PURCHASING OFFICER
Date: 11/10/99

Nancy A. Kilgo
NANCY A. KILGO
Print Name

Form Approved:

Edward Jannen
Assistant General Counsel

EXHIBIT "A"

Description of Property

LLOYD ROAD SITE

EXHIBIT "A"

Part of Government Lot 11 in the Northeast 1/4 of the Southwest 1/4 of Section 1, Township 2 South, Range 25 East and more particularly described as beginning at the intersection of the Southerly line of said Lot 11 and the Westerly line of Lloyd Road (Co. Rd. No. 1700) and run thence Northerly along the Westerly line of Lloyd Road, 328 feet; thence Westerly, parallel with the Southerly line of said Lot 11 a distance of 328 feet; thence Southerly, parallel with Lloyd Road, 328 feet to the Southerly line of Lot 11; thence Easterly along the Southerly line of said Lot 11 a distance of 328 feet to the point of beginning.

EXHIBIT "B"

Tower and Building Layout

See Site Plan and Tower Elevation attached.

EDGE OF PAVE

TWO LANE ASPHALT PAVED ROAD

EDGE OF PAVE

COUNTY ROAD # 1700
WESTERLY RIGHT OF WAY
328.22' (328.00')

N 00°00'00" W (NORTHERLY)

POINT OF BEGINNING INTERSECTION OF THE SOUTH LINE OF GOVERNMENT LOT 11

TOWER LOCATION INFORMATION

398.4' ± 31' GUYED METAL TOWER
ON A 0.4' CONCRETE CAISSON
LATITUDE = 30721'15.8" N MAD03
LONGITUDE = 81453'32.5" W MAD03
GROUND ELEVATION AT BASE OF TOWER = 21.0' NAVD88 ± 20'
GROUND ELEVATION AT TOP OF TOWER = 420.8' NAVD88 ± 20'
TOP OF TOWER HEIGHT ABOVE GROUND = 399.8' ± 1'
HEIGHT OF ANTENNA ABOVE TOWER TOP = 9.0' ±

SUBJECT PROPERTY
OFFICIAL RECORD BOOK 8642, PAGE 669
2.47 ACRES ±

TEA

183.17'

N 88°00'04" E

GUY WIRES

12' WIDE DIRT ROAD

POWER LINES UNDERGROUND FROM THIS POLE

17' WIDE CREEK

SOUTH LINE OF GOVERNMENT LOT 11

328.03' (328.00')

S 89°58'07" E (EASTERLY)

Lloyd Road

N 33°21'18" W

GUY WIRES

184.33'

3" X 12" PROPANE TANK ON CONCRETE SLAB

CONCRETE SLABS

ONE STORY CONCRETE BUILDING

184.72'

GUY WIRES

S 27°37'14" W

GUY ANCHOR 6 1/4" H OF THE PROPERTY LINE

32.4'

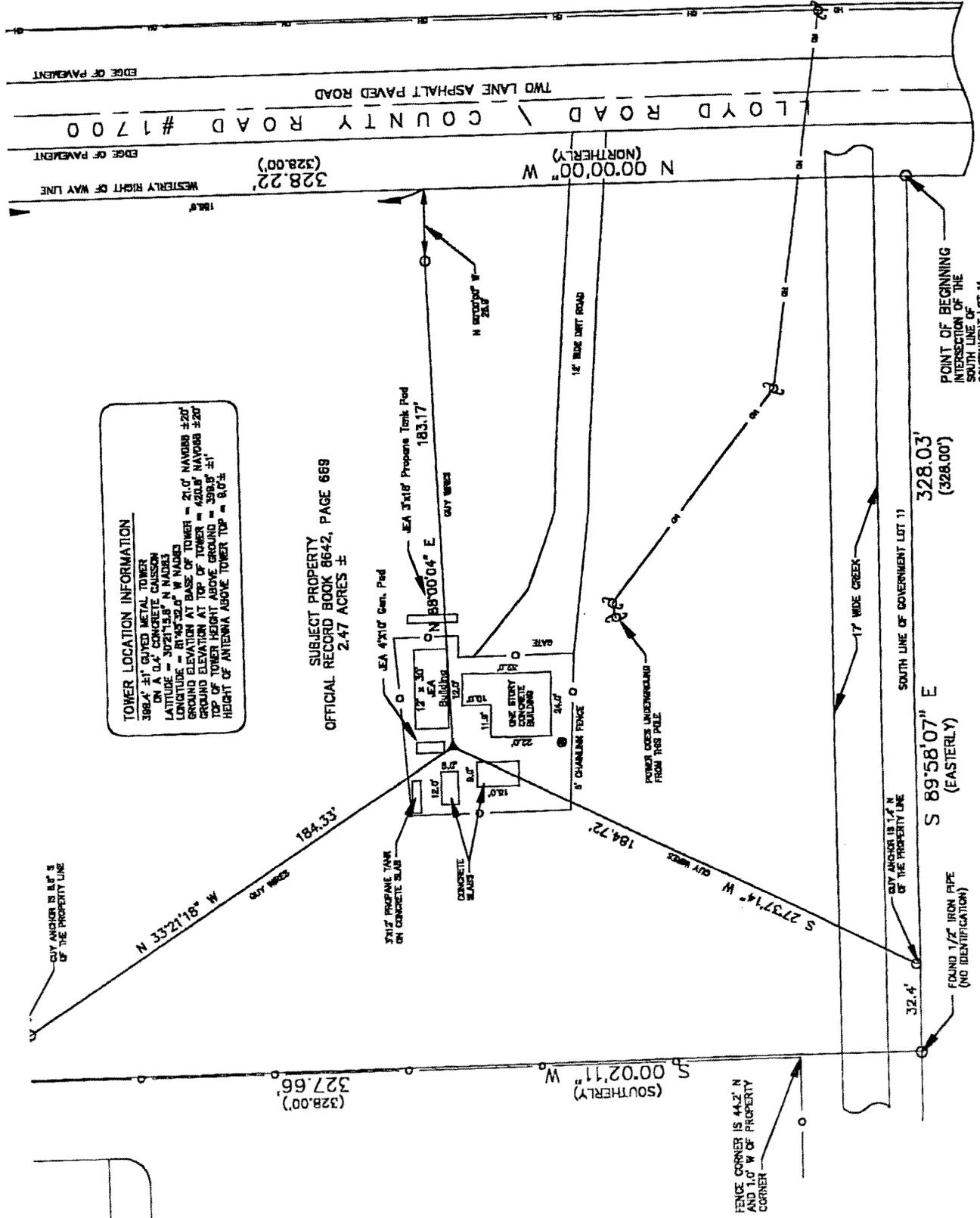
FOUND 1/2" IRON PIPE (NO IDENTIFICATION)

S 00°02'11" W (SOUTHERLY)

327.66' (328.00')

44.2' N OPERTY

- (X) 3. The distance from point of reference
- (X) 4. Correctly show right-of-way, surveyor has been identified
- (X) 5. Except as shown party walls or rights-of-way
- (X) 6. The location of visible items, including
- (X) 7. Except as shown streets or alleys situated on the
- (X) 8. Except as shown property by or on adjoining property
- (X) 9. Correctly show subject proper PRONE AREA (and Urban Design) No part of the
- (X) 10. This survey is
- (X) 11. Correctly show access to or
- (X) 12. Correctly show tower location mean sea level tip of each tower such as the tip of the tower itself to the certified letter upon G.P.S. equipped with datum is NAD83
- (X) 13. Survey meets 1
- (X) 14. If the survey disk be provided E-mail to pl@ is abedard@ electronically.

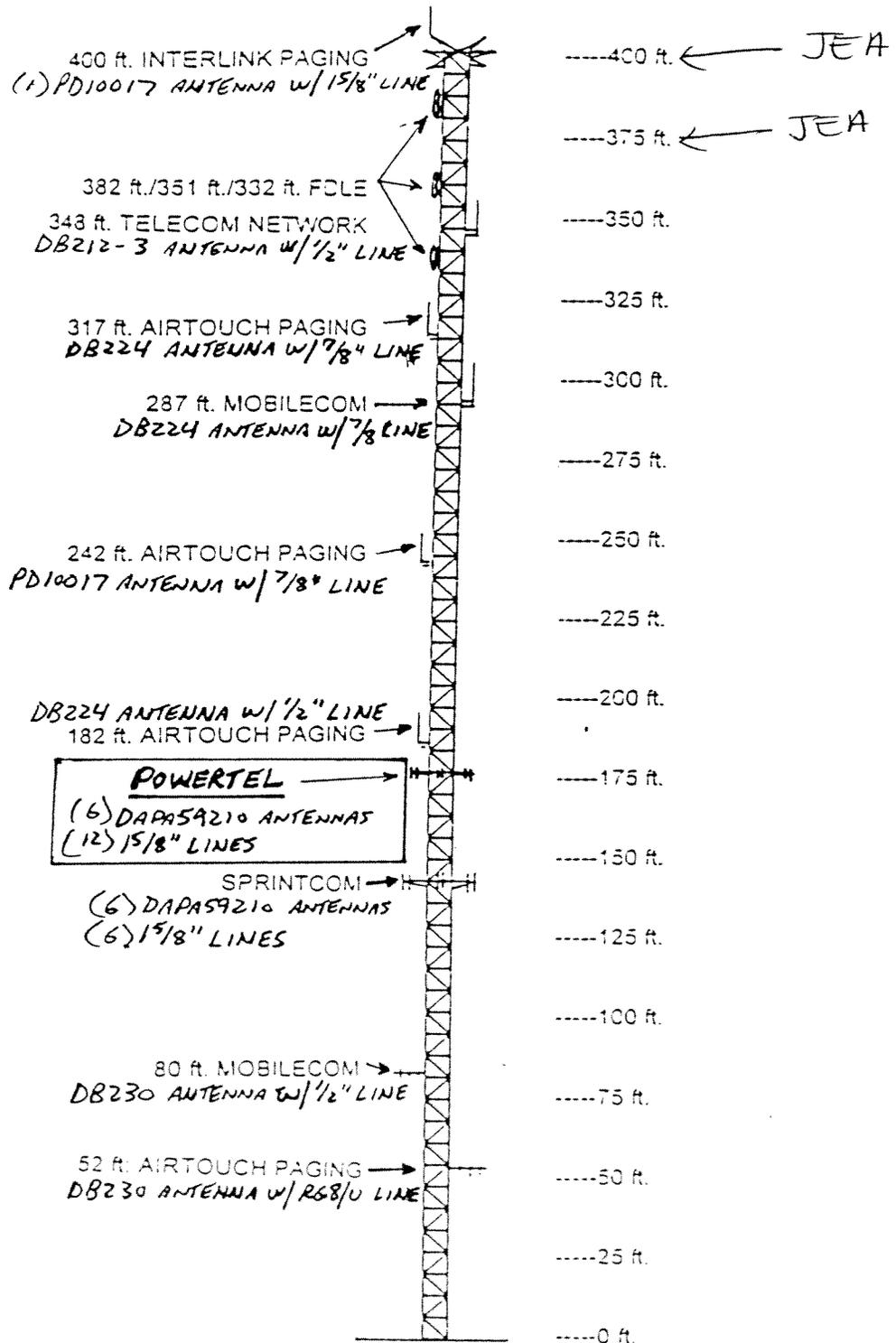


TOWER LOCATION INFORMATION
 3884' ±1' GUYED METAL TOWER
 ON A 0.4' CONCRETE CAISSON
 LATITUDE = 39°21'5.8\" N NADES
 LONGITUDE = 81°45'32.0\" W NADES
 GROUND ELEVATION AT BASE OF TOWER = 21.0' NAVD83 ±20'
 GROUND ELEVATION AT TOP OF TOWER = 420.8' NAVD83 ±20'
 TOP OF TOWER HEIGHT ABOVE GROUND = 399.8' ±1'
 HEIGHT OF ANTENNA ABOVE TOWER TOP = 9.0' ±

SUBJECT PROPERTY
 OFFICIAL RECORD BOOK 8642, PAGE 668
 2.47 ACRES ±

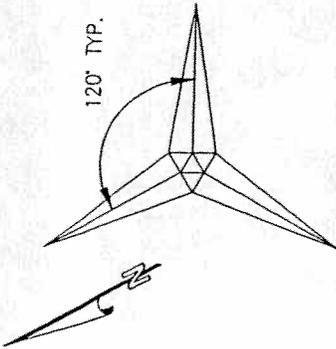
POINT OF BEGINNING
 INTERSECTION OF THE
 SOUTH LINE OF
 GOVERNMENT LOT 11
 AND THE WESTERLY
 RIGHT OF WAY LINE

TowerCom Florida LP LLOYD ROAD-JAX Site



ANTENNAS

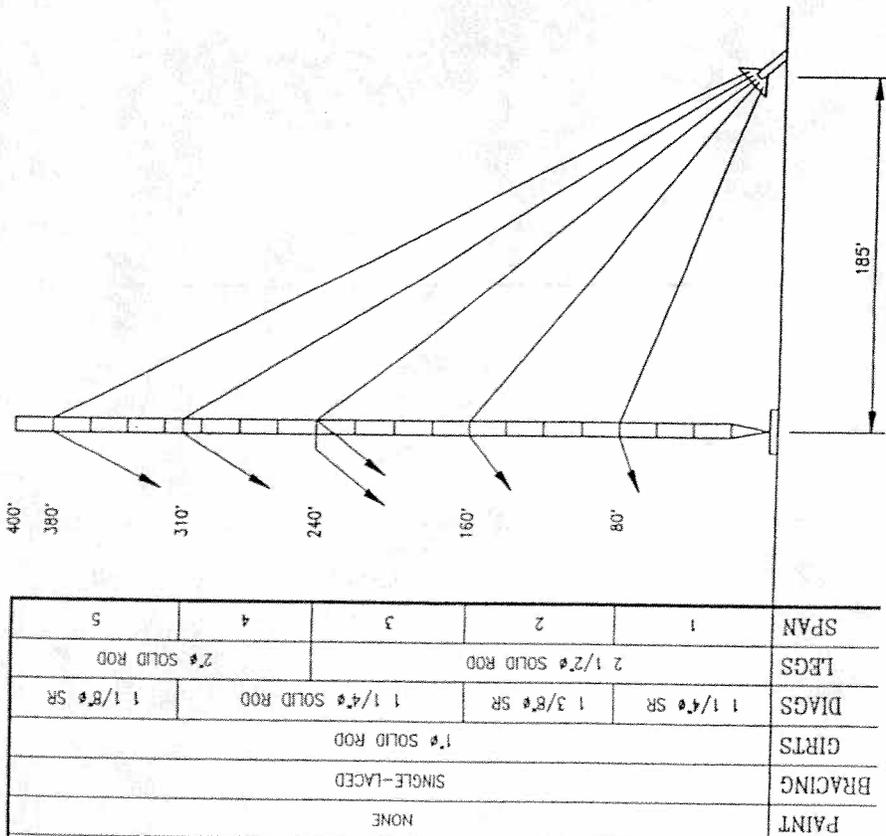
ELEV.	DESCRIPTION	LINE	AZI.
400'	6- PD10017 ON 6-WAY MNT	6- 1 5/8"	---
360'	6- PD10017 ON 6-WAY MNT	6- 1 1/4"	---
320'	6- PD10017 ON 6-WAY MNT	6- 1 1/4"	---
280'	9- DAPA 58000 ON 9-WAY MNT	9- 1 5/8"	---
250'	2- 6' SOLID DISH	2- EW63	---
240'	9- DAPA 58000 ON 9-WAY MNT	9- 1 5/8"	---
180'	9- DAPA 58000 ON 9-WAY MNT	9- 1 5/8"	---
160'	9- DAPA 58000 ON 9-WAY MNT	9- 1 5/8"	---
140'	9- DAPA 58000 ON 9-WAY MNT	9- 1 5/8"	---



PLAN VIEW

NOTES:

1. TOWER IS DESIGNED TO SUPPORT THE GIVEN LOADS AND MEET THE PROVISIONS OF TIA/EIA 222-F FOR A 95 MPH BASIC WIND WITH NO ICE.
2. WELDED CONNECTIONS SHALL CONFORM TO THE LATEST REVISION OF THE AMERICAN WELDING SOCIETY AWS, D 1.1.
3. TOWER AND ALL FABRICATED ACCESSORIES ARE HOT-DIP GALVANIZED.
4. ALL BOLTS SHALL BE GALVANIZED ACCORDING TO THE STANDARD SPECIFICATION FOR ZINC COATING OF IRON AND STEEL HARDWARE ASTM A153.
5. ALL ROUND STEEL 1 1/4" AND LARGER IS 50 KSI MIN. YIELD.
6. ALL OTHER STEEL IS 36 KSI MIN. YIELD.
7. ALL STRUCTURAL BOLTS ARE ASTM A325.
7. CUT LENGTHS SHOWN ARE CHORD LENGTH PLUS 20'.



W.S.J.

3-31-97

GUY WIRE DATA

ELEV.	SIZE	BRK. STR.	INI. TENS.	CUT LENGTH
80'	3/4" EHS	58.3 KIPS	5.83 KIPS	222'
160'	1" EHS	104.5 KIPS	10.45 KIPS	265'
240'	2- 5/8" EHS	42.0 KIPS	4.24 KIPS	323'
310'	3/4" EHS	58.3 KIPS	6.41 KIPS	381'
380'	5/8" EHS	42.0 KIPS	4.24 KIPS	443'

World Tower

400' TYPE 4B
JACKSONVILLE, FL
GATOR TOWER MANAGEMENT

BY: GVS	CHK: VGD	FILE: 1369
DATE: 24 MAR 97	20488	

REV #	REVISION DESCRIPTION	DATE	BY

20488

Schedule "B-1"

Listing of Licensee's Antenna and Equipment

At 400' level on tower:	(2)	DB812	RX Antennae
	(2)	7/8"	Transmission Lines
	(2)	Tower Top	Pre-Amps
	(2)	1/2" LDF	Transmission Lines
At 375' level on tower:	(3)	DB812	TX Antennae
	(3)	1 1/4"	Transmission Lines
On the Ground:	(1)	12' by 30'	Pad for Ground Shelter
	(1)	Approx. 4' by 10'	Pad for Generator
	(1)	Approx. 3' by 18"	Pad for LP Fuel Tank for Generator

EXHIBIT "C"

License Fee Schedule

License Fee shall increase 3% annually during the term of this License Agreement and all renewal periods.

	MONTHLY	ANNUALLY
Effective Date through 12/31/99	\$250.00	N/A
January 1, 2000	\$2,500.00	\$30,000.00

**ANTENNA SITE LICENSE
AGREEMENT**

AGREEMENT made this 6th day of January, ²⁰⁰³~~2002~~, between TOWERCOM EAST COAST, L.L.C., a limited liability company ("Licensor"), and JEA, a municipal authority ("Licensee").

WITNESS:

- A. Licensor holds a leasehold interest in a certain parcel of property located at 15500 New Kings Road, City of Jacksonville, County of Duval, State of Florida (known as "North US 1 Site"), more specifically described in Exhibit "A", attached hereto (the "Site").
- B. Licensor owns, operates and manages a communications tower erected on the Site (the "Tower").
- C. Licensee desires to obtain a license to install equipment on the Tower for use by Licensee for the purpose of a communications facility and to use certain designated space on the Site.

NOW THEREFORE the parties agree as follows:

1. Tower Use License: Licensor hereby licenses to Licensee, space at the antenna location shown on Exhibit "B" to install and operate the equipment specifically described on Schedule "B-1". Licensee shall use the space exclusively for its communications operations as permitted by this License Agreement, including only those frequencies listed on Schedule "B-1", and shall not maintain or permit any nuisance or unsafe conditions on the Site or the Tower.

This license shall include the use by Licensee of a portion of the TC Tower Shelter Building on the Site as more particularly shown on Exhibit "B".

As part of this License, Licensor shall permit Licensee to pour a Five foot by Five foot (5'x5') concrete pad at a location on the Site shown on Exhibit "B" and to place an unmanned equipment shelter on such pad, and to pour an approximate _____ foot by _____ foot ('x ') concrete pad and an approximate _____ foot by _____ foot ('x ') concrete pad at the locations on the Site shown on Exhibit "B" specifically for the placement and operation of a generator and LP fuel tank to support the operation of Licensee's facilities on the Site.

All antennas, transmission lines, and other equipment used by Licensee shall be owned or controlled by Licensee and Licensee shall not allow another telecommunications carrier to use Licensee's equipment, space on the Tower, or premises without Licensor's prior written consent.

2. Term of License: This License Agreement shall commence upon the earlier of (i) thirty (30) days from the date of execution of this License Agreement, or (ii) the date Licensee begins installation at the Site (the "Commencement Date"), and shall expire five (5) years from the Commencement Date.

3. Extension of Term: This License Agreement shall automatically be extended for five (5) successive periods of Five (5) years each, without notice, unless Licensee shall have given Licensor written

notice of termination at least one hundred twenty (120) days prior to the expiration of the then current term or any renewal period, respectively. All references to the term of this License Agreement shall include the term as it is extended as provided herein.

4. License Fee: For the rights herein granted by Licensor to Licensee, in this License Agreement, Licensee shall pay as an annual license fee, in monthly installments, the amounts shown on **Exhibit "C"**. License fees shall be paid monthly in advance, to the remittance address listed in Section 23, on or before the first day of each calendar month during the term of this License Agreement. In the event the first and/or last month of the term shall commence or end on a date other than the first or last day of a calendar month the fee shall be apportioned. If any installment is not paid within forty-five (45) days after the due date, Licensee shall pay a late charge equal to one percent (1%) of the amount of the monthly installment due Licensor. Late charges will not apply to disputed billings. The Licensee shall notify Licensor of any disputed billings within thirty (30) days after receipt of invoice for such billing. In the event the Tower construction has not been completed by the Commencement Date, Licensee shall not be obligated to pay license fees until such time as the Tower has been sufficiently completed so as to permit Licensee to operate its communication facility. The license fee for any renewal period shall be increased by three percent (3%) of the prior year's annual license fee as set forth in **Exhibit "C"**.

5. Installation of Licensee's Equipment: All installation, construction, removal, relocation or maintenance of Licensee's equipment shall be commenced only after Licensor has approved all plans and specifications in writing, which approval shall not be unreasonably withheld or delayed, and Licensee shall comply with all of Licensor's reasonable requirements. The equipment described on **Schedule "B-1"** may be installed, and if the Licensee requires additional equipment at the Site, Licensor shall consider and review the request for the additional equipment and not unreasonably withhold consent to such installation, provided however, Licensor shall not be obligated to approve any installation, which, when considered with all other equipment installed on the Tower will cause the permitted wind load for the Tower to be exceeded. All such work shall be performed by Licensee at its sole cost and expense in good and workmanlike manner, free from faults, and in compliance with all legal requirements utilizing only first class materials and supplies. Licensee shall be solely responsible for construction means, methods, techniques, sequences and procedure, and for coordinating all activities related to the work, and such work shall not interfere with the uninterrupted use of the Tower or the Site by other licensees. If interference with other licensees is caused by Licensee's installation work and cannot be reduced to levels reasonably acceptable to Licensor, then Licensee shall immediately cease all installation work upon receipt of written notice from Licensor, and Licensor shall have the right to terminate this License Agreement by giving Licensee fifteen (15) days prior written notice, unless such interference is satisfactorily reduced within such period. **NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, IS MADE BY LICENSOR WITH RESPECT TO THE SUITABILITY OF THE TOWER AND THE SITE FOR LICENSEES OPERATIONS AND INTENDED USE THEREOF.**

6. Licensor's Maintenance: Licensor shall make all necessary repairs and replacements at its expense, as well as alterations required by any governmental authority having jurisdiction over the Tower, unless the required repairs, replacements or alterations are solely required for the Licensee's communication equipment located on the Tower (or the Site), in which event Licensee shall make all necessary repairs, replacements and alterations as required at its expense.

7. Licensee's Maintenance: Licensee shall maintain its antenna and transmitting and other equipment in a good state of repair and operating condition, all in accordance with good engineering practices and applicable governmental rules and regulations. All maintenance work shall be performed in accordance with the requirements of Section 5 above and Licensee shall use qualified technicians who shall be subject to Licensor's prior written approval. If circumstances occur, or threaten to occur, from which Licensor may

reasonably conclude that damage is likely to result to the property of Licensee, Licensor or the property of any other person, or that substantial threat to life will exist before agents of Licensee can be advised and respond, the Licensor, without notice to Licensee, may repair, maintain, deenergize, disconnect or dismantle any or all equipment and/or lines or Licensee and take any other action which in Licensor's reasonable discretion may appear necessary with respect to the property of Licensee, without any liability on the part of Licensor for any damage that such action may cause, unless caused by the gross negligence or willful or intentional misconduct of Licensor, its agents, employees, servants, representatives or contractors.

8. Access: Licensee shall have free access to the Tower and the Site for the purpose of installing its equipment and for the purpose of maintenance and repair. Licensor shall have a right of access, at all reasonable times, for examination, inspection, emergency repair or replacement of any of Licensee's equipment as provided for in this License Agreement.

9. Interference: Prior to installation of its equipment, Licensee shall cause its engineers to verify by frequency search that its signal will not interfere with the radiating or receiving facilities of others already using the Tower at the time of Licensee's installation. Thereafter, Licensee will conduct its activities in accordance with sound electronic and engineering practices and will cooperate with other licensees so as to prevent interference. In the event interference is encountered, which is caused by Licensee's activities, then Licensee will, at its sole cost and expense, take all steps necessary to promptly correct and eliminate such interference. If the Licensee does not correct the condition causing the interference within forty-eight (48) hours after receipt of notice from Licensor, then Licensor may turn off the electrical power to Licensee's equipment until the condition causing the interference is corrected, or until Licensee establishes to Licensor's satisfaction that Licensee's equipment is not the cause of the interference. If the interference cannot be eliminated within a reasonable period, Licensor may terminate this License Agreement on written notice to Licensee without further liability to Licensee, and Licensor shall have the right to disconnect and remove any equipment which is causing the interference. Upon determination by Licensor that any other licensee, whose equipment has been installed on the Tower subsequent to Licensee's installation, is causing interference with Licensee's radio frequency activities, Licensor will use its best efforts to cause the other licensee to promptly correct the condition causing the interference. Interference shall be deemed to be any interference which violates the terms and conditions of transmitter licenses, and/or rules and regulations of the Federal Communications Commission, or as defined in the provisions of the recommended practices of the Electronics Industries Association then in effect.

10. Utilities: Licensee shall be responsible for furnishing and paying for all electricity and other utilities required by Licensee for the operation of its equipment.

11. Taxes: Licensee is a tax exempt municipal corporation. Licensee shall not be responsible for any federal, state or local sale, use, real property or other tax due with respect to this Agreement or to the Site or any personal property located thereon.

12. Liens: Licensee shall not permit any mechanic's, materialman's or other liens to stand against the Site or the Tower for any labor or material furnished to the Licensee in connection with work of any character performed on the Site or the Tower by or at the direction of Licensee. In the event that any notice of lien shall be filed or given, Licensee shall immediately cause the same to be released or discharged and shall indemnify and hold Licensor harmless from and against any losses, damages, costs, expenses, fees, penalties, attorney's fees and legal expenses suffered or incurred by Licensor by reason of the filing of such claim or lien, to the extent permitted by Section 768.28, Florida Statutes.

13. Licensee's Liability: To the extent permitted by Section 768.28, Florida Statutes, Licensee shall be liable for any damage to the Tower or to any equipment located on the Tower arising out of or in connection with Licensee's use or occupancy of the Tower and Site arising out of the negligence or willful or intentional misconduct of its agents or employees. Licensee shall indemnify and hold Licensor harmless from and against any and all claims, demands and suits made or commenced by any party against Licensor for loss of life, personal injury, loss or damage to property, or other damage arising out of the use of the Tower or Site by Licensee, arising out of the negligence or willful or intentional misconduct of its agents or employees to the extent permitted by Section 768.28, Florida Statutes.

14. Licensor's Liability: Licensor shall not be liable to Licensee or to any other person for loss or damage, regardless of cause, other than the negligence or willful or intentional misconduct of Licensor, its officers, agents, employees, servants, representatives, invitees or contractors. In no event shall Licensor be liable for consequential damages, including lost revenues resulting from Licensee's inability to operate radio frequency equipment under any circumstances.

15. Insurance: Licensee is a self-insurer pursuant to Section 768.28 Florida Statutes, under a funded program of self-insurance and Licensee's liability is limited in accordance with Section 768.28, Florida Statutes. Licensee agrees to use its funded self-insurance program to cover liabilities of Licensee incurred under this License Agreement.

Licensor shall obtain and maintain, or require its agents or contractors to obtain or maintain, throughout the Lease Term adequate builder's risk insurance (during periods of construction) and casualty and liability insurance to adequately insure its interests in the Tower. Licensor agrees that its insurance, or insurance obtained by its agents or contractors, shall cover damage to Licensee's equipment or structure caused by the negligence of Licensor, or its employees, agents or contractors.

16. Damage or Destruction: If the Tower, with or without the fault of Licensor, by any cause, be totally or partially destroyed or damaged so as to prevent use by Licensee of its space on the Tower, or a temporary facility provided by Licensor, for a period in excess of ninety (90) days, Licensee may terminate this License Agreement on written notice to Licensor, and upon such termination neither party shall have any further liability to the other. License fees shall be abated for any period during which Licensee shall be unable to transmit or receive its signal because of the unavailability of the Tower, or a temporary facility provided by Licensor.

17. Eminent Domain: If the Tower, or any portion thereof in which Licensee's equipment is located, is taken by eminent domain, this License shall expire and the license fee shall be apportioned to the date when the property is taken. Neither party shall be subject to any claims, actions or legal proceedings by the other party as a result of the taking by eminent domain.

18. Default: Should Licensee fail to pay, within forty-five (45) days after receipt of invoice, license fees or any other amounts due Licensor hereunder, or fail to cure any breach of any other provision of this L

19. Surrender by Licensee: Upon expiration or termination of this License Agreement, Licensee, at its own cost and expense, shall completely remove or cause to be removed, all equipment constructed or installed by Licensee on the Site, and restore the Tower and Site to their original condition, ordinary wear and tear excepted. If the time for removal causes Licensee to remain on the Site and Tower after the termination or expiration of this License Agreement, Licensee shall pay license fees at the then existing monthly pro-rated basis, until such time as the removal of equipment has been completed. Upon termination and removal of the equipment, all rights and liabilities of the parties shall cease.

20. Assignment: Licensee shall not assign or sublease this License Agreement or any interest therein, and shall not encumber, hypothecate or otherwise give as security, this License Agreement without the prior written consent of Licensor, which consent shall not be unreasonably withheld.

21. Subordination: This License Agreement is subject to and subordinate at all times to the lien of existing and future mortgages on the Site, provided that the holder of such mortgage will not, for so long as Licensee shall not be in default under this License Agreement disturb the peaceful quiet enjoyment of the License by Licensee. No instrument shall be necessary to effectuate this subordination, but Licensee agrees to execute and deliver such further instruments subordinating this License Agreement to the lien of all such mortgages as may be requested from time to time.

22. Estoppels: Within five (5) days after written request, Licensee shall deliver to Licensor, or to any mortgagee or prospective purchaser of Licensor's interest, a certificate stating that: (i) Licensee has entered into occupancy of the Tower and Site in accordance with the provisions of this License Agreement; (ii) this License Agreement is in full force and effect; (iii) Licensor has performed the covenants, agreements or conditions required of Licensor, if such be the case (and if such not be the case, then Licensee shall list those covenants, agreements or conditions not so performed), and any other information reasonably requested by the Licensor or such mortgagee.

23. Termination by Licensee: Licensee shall have the absolute right to terminate this License Agreement by providing sixty (60) days written notice of such termination to Licensor.

24. Master Lease:

(a) Licensor leases the Site pursuant to a lease agreement entitled "Option and Ground Lease Agreement" from the landlord, Edward Dalton Browning, Sr., and Darlene Browning, as husband and wife ("Ground Lessor"), dated January 14, 2000 ("Underlying Lease"). This License Agreement entered into between Licensor and Licensee is a Sublease and is subject to the terms of the Underlying Lease.

(b) As long as Licensee is not in default of this License Agreement, Licensor shall be obligated to perform all of Licensor's obligations under the Underlying Lease.

25. Notice: All notices hereunder must be in writing and shall be deemed valid, if sent by certified mail return receipt requested, or if sent by a nationally recognized courier providing proof of service, addressed as follows, or sent to any other address that the party to be notified may have designated to the sender by like notice:

Notices and Remittances to:

TowerCom East Coast, L.L.C.
Attn: Real Estate Department
7411 Fullerton Street, Suite 200
Jacksonville, Florida 32256
Phone: (904) 880-8887 / Fax: (904) 880-8872

With Copy of Notices to:

TowerCom East Coast, L.L.C.
C/o TowerCom Management L.L.C.
230 Peachtree Street, NW, Suite 1440
Atlanta, Georgia 30303-1515

Licensee:

JEA

Attn: Real Estate Department

21 West Church Street

Jacksonville, Florida 32202

Phone: (904) 665-6439 / Fax: (904) 665-7455

With Copy to:

MICHAEL J. KEY SR.
21 WEST CHURCH ST.
JACKSONVILLE, FL 32202
(904) 665-8888 / 665-4354 (FAX)

26. Binding Agreement: This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective successors and permitted assigns.

27. Governing Law: This License Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State in which the Site is located.

28. Attorney's Fees and Costs: In connection with any enforcement action or litigation arising out of this License Agreement, should a Court issue a judgment against either party regarding its failure to fulfill this License Agreement, the party against whom the judgment is entered shall pay the other party's reasonable attorneys' and expert witness fees and costs incurred in enforcing this License Agreement through any appeal. This paragraph shall survive the termination of this License Agreement. Except for actions arising in connection with this paragraph with respect to attorney's fees and costs, neither party may bring a legal action with respect to this License Agreement more than eighteen (18) months after the legal action accrues.

29. Entire Agreement: This License Agreement represents the entire understanding and agreement between the parties and no agreements or representations, unless incorporated into this License Agreement shall be binding on any of the parties.

30. Waiver: Failure or delay on the part of the parties hereto to exercise any right, power or privilege hereunder shall not operate as a waiver thereof.

31. Severability: Should any provision of this License Agreement be deemed invalid or unenforceable by any court of competent jurisdiction, such invalidity shall not be construed to render any other provision invalid or unenforceable.

32. Memorandum: At the request of Licensee, Licensor agrees to execute a memorandum or short form of this License Agreement in recordable form, setting forth a description of the Site, and the term of this License Agreement for the purpose of giving public notice to third parties.

33. Hazardous Substances: Licensor represents and warrants that it has not knowledge of any substance, chemical, or waste (collectively, "Substance") on the Site or the Ground Lessor's Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Neither Licensor nor Licensee shall introduce or use any Substance on the Site or Ground Lessor's Property in violation of any applicable law. Licensor and Licensee each indemnifies the other against and holds the other harmless from any and all liability, damage, loss, expense, cost, penalty and fee, including consultant's fees and attorney's fees, resulting from any breach of any representation, warranty or agreement contained in this Section 32.

34. Representation and Warranties: Each party represents and warrants to the other that: (i) it has full right, power and authority to execute this License Agreement and has the power to grant all rights hereunder; (ii) its execution and performance of this License Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on said party; and (iii) the execution and delivery of this License Agreement, and the performance of its obligations hereunder, have been duly authorized by all necessary personnel or corporate officers and do not violate any provisions of law or the party's certificate of incorporation or bylaws or any other arrangement, provision of law or court order or decree.

35. Representation: Either party hereto that is represented in this transaction by a broker, agent or commissioned salesperson (a "Representative") shall be fully and exclusively responsible for the payment of any fee, commission or other compensation owed to such Representative, and shall indemnify and hold the other party harmless from and against any claim to a fee, commission or other compensation asserted by such Representative, including reasonable attorney's fees and costs incurred in defending such claim.

36. No Joint Relationship: By executing this License Agreement, the parties are not establishing any joint undertaking, joint venture or partnership. Each party shall be deemed an independent contractor and shall act solely for its own account.

{Signatures on following page}

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

LICENSOR:

TOWRECOM EAST COAST, L.L.C.
A Limited Liability Company

WITNESS:

Jennifer Brown
Jennifer Brown
Print Name

Nancy Chrisman
Nancy Chrisman
Print Name

By: [Signature]
Print Name / Title: David H. Boeff / EVP

LICENSEE:

JEA, a body politic and corporate

WITNESS:

[Signature]

Print Name

[Signature]
John R. Kessler
Print Name

[Signature]
Print Name / Title: Norman C. Reimer
Director Procurement Services

EXHIBIT "A"

Description of Property

A parcel of land lying in Section 15, Township 1 North, Range 25 East, Duval County, Florida, being more particularly described as follows:

Commence at the intersection of the North line of Section 15, Township 1 North, Range 25 East and the West Right-of-way line of U.S. Highway 1; thence S14°37'30"E along said right-of-way line for 302.05 feet to the Point of Beginning of the herein described parcel of land; Thence continue S14°37'30"E for 100.00 feet; Thence S75°22'30"W for 100.00 feet; Thence N14°37'30"W for 100.00 feet; Thence N75°22'30"E for 100.00 feet to the Point of Beginning. Said parcel of land situate, lying, and being in Duval County, Florida, containing 10,000 square feet more or less.

Together with:

A proposed 30.00 foot wide easement for the purpose of ingress/egress lying 30.00 feet northerly of the following described line: Commence at the intersection of the North line of Section 15, Township 1 North, Range 25 East and the West right-of-way line of U.S. Highway 1; Thence S14°37'30"E along said right-of-way line for 302.50 feet to the Point of Beginning of the herein described line; Thence S75°22'30"W for 100.00 feet to the Point of Terminus. The sidelines of said easement to be prolonged and/or shortened to meet at angle points, boundary lines, and right-of-way lines.

Together with:

A proposed 10.00 foot wide easement for the purpose of utilities lying 10.00 feet northeasterly of the following described line: Commence at the intersection of the North line of Section 15, Township 1 North, Range 25 East and the West right-of-way line of U.S. Highway 1; Thence S14°37'30"E along said right-of-way line for 302.50 feet; Thence S75°22'30"W for 100.00 feet to the Point of Beginning of the herein described line, Thence N70°05'59"W for 172.89 feet to an intersection with the East right-of-way line of Kings Road and the Point of Terminus. The sidelines of said easement to be prolonged and/or shortened to meet at boundary lines and right-of-way lines.

Legal Description taken from Boundary Survey, dated 1/26/02, prepared by Dynan Group, Inc. (Project # 134-068-00)

EXHIBIT "B"

Tower and Building Layout

See attached Site Plan and Tower Elevation.

Customer: TC FLORIDA TOWERS II, L.L.C.
 Site: US 1/CALAHAN, NASSAU COUNTY, FL
 Job # 20925000/001

FWT, Inc.

North u.s. 1

P.O. BOX 8597 FORT WORTH, TX 76124-0597
 (817) 255-3080 FAX (817) 255-8558

Tower Height 250 FT.

Design No. ~~SC0-0099-B~~ Date April 14, 2000

Revision No. ___ Date ___

Page 1 of 2 Design By: MOE Chk'd By: TJA/MD

DESIGN SPECS. - EIA/TIA-222-F
 IMPORTANCE FACTOR = 1.0
 INCREASE IN ALLOWABLE STRESSES = 33.3%

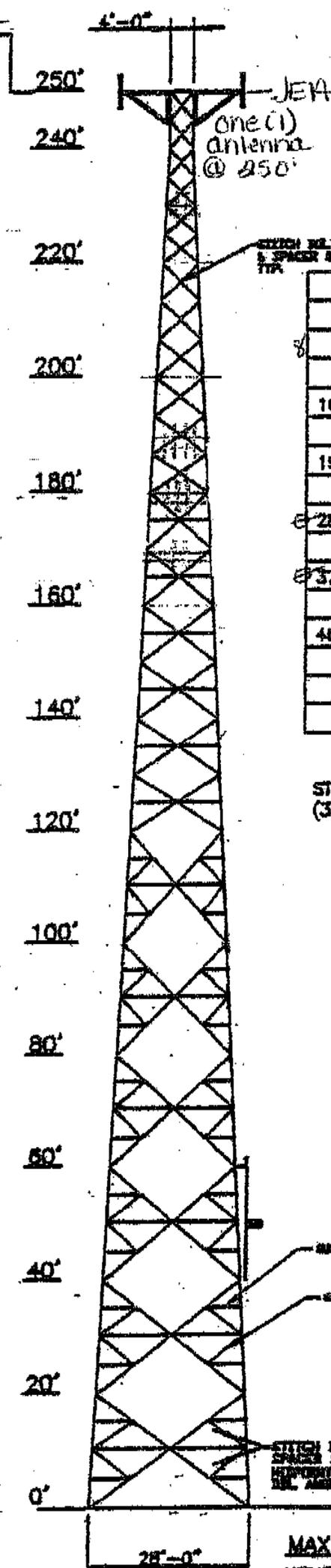
LOAD CASES:

CASE 1-BASIC WIND= 95.0 MPH, NO ICE

CASE 2-OPERATIONAL WIND= 50.0 MPH, NO ICE

ASTM		A36		A325		A36	
LEGS (6)	4 3/4	4 1/2	4 1/4	4 1/4	4 1/4	4 1/4	4 1/4
DIAGONALS	DD						
GIRTS	CC						
INT. BRACING	F	D	D	D	D	D	D
SUB DIAG	D	D	D	D	D	D	D
SUB GIRT	C	C	C	C	C	C	C
DIAG BOLTS (6)	2-5/8	2-5/8	2-5/8	2-5/8	2-5/8	2-5/8	2-5/8
RDNT BOLTS (6)	1-5/8	1-5/8	1-5/8	1-5/8	1-5/8	1-5/8	1-5/8
SPLICE BOLTS (6)	6-1 1/2	6-1 3/8	6-1 3/8	6-1 3/8	6-1 1/4	6-1 1/8	6-1 1/8
ANCHOR BOLTS (6)	6-2 1/4	6-6"	6-6"	6-6"	6-6"	6-6"	6-6"

6-2 1/4 x 6" TOTAL ANCHOR BOLT LENGTH
 SHIP SCALE LETTERS APPLY BACK TO BACK ANGLES.



ANTENNA LIST

NO.	EL.	ANTENNA	AZ	COAX
-	TOP	Lightning Rod	-	-
1-9	TOP	9-DDB10	-	(9)-LDF6
-	TOP	12' Adj Sect Mnt-AM110	-	-
10-18	230'	9-DAPA 59210	-	(9)-LDF7
-	230'	12' Adj Sect Mnt-AM110	-	-
19-27	210'	9-DAPA 59210	-	(9)-LDF7
-	210'	12' Adj Sect Mnt-AM110	-	-
28-36	190'	9-DAPA 59210	-	(9)-LDF7
-	190'	12' Adj Sect Mnt-AM110	-	-
37-45	170'	9-DAPA 59210	-	(9)-LDF7
-	170'	12' Adj Sect Mnt-AM110	-	-
46-54	150'	9-DAPA 59210	-	(9)-LDF7
-	150'	12' Adj Sect Mnt-AM110	-	-
55	135'	6" STD + RADOME	0'	(1)-EW63
56	135'	6" STD + RADOME	0'	(1)-EW63

LINEAR APPURTENANCES
 STEP BOLTS ON ONE LEG
 (3) WAVEGUIDE LADDERS: (10'-250', 10'-240', 10'-220')
 COAX EQUALLY DISTRIBUTED TO ALL THREE FACES.

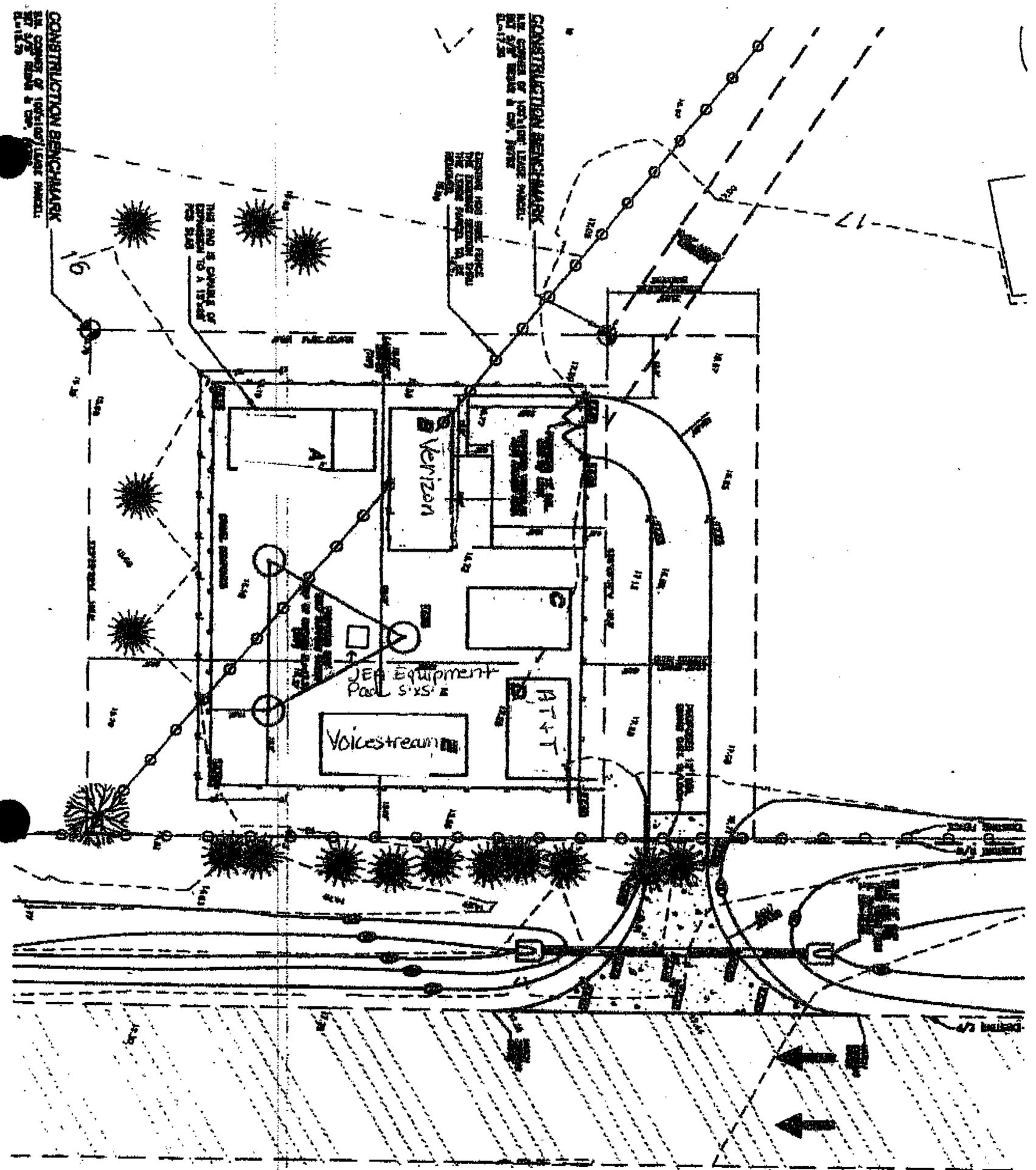


MEMBER TABLE

Y	1 1/2	5/8	X	1 3/4	X	3/16
B	1 1/2	X	2	X	3/16	
C	1 1/2	X	2 1/2	X	3/16	
D	1 1/2	X	3	X	3/16	
F	1 1/2	X	3 1/2	X	1/4	

MAX. BASE REACTIONS (UNFACTORED)
 UPLIFT/LEG: 447.5 KIPS. O.T. MOMENT: 11902.4 FT-KIPS.
 COMP./LEG: 516.9 KIPS. MAX. DOWNLOAD: 78.0 KIPS.
 HORIZ./LEG: 50.7 KIPS. TOTAL SHEAR: 85.5 KIPS.
 EST. WEIGHT: 45.1 KIPS (No SPL or Gussets)

APR 14 2000



CONSTRUCTION BENCHMARK
 IN CORNER OF 100'x150' LEASE PARCEL.
 SEE PLAN FOR BENCH MARK ELEVATION.

CONSTRUCTION BENCHMARK
 IN CORNER OF 100'x150' LEASE PARCEL.
 SEE PLAN FOR BENCH MARK ELEVATION.

THIS PAD IS PART OF
 CONSTRUCTION TO A 15'x15'
 FOR SITE

EXISTING 100'x150' FENCE
 THE EXISTING FENCE IS TO BE
 REMOVED TO THE
 BENCH MARK

U.S. 1 NORTH

NOTES:

1. 6.0' DIA CASSON (TYP)
 TOP EL. IS 8' (MIN.)
 ABOVE FINISH GRADE
2. SOD ALL DISTURBED AREAS WITHIN
 RIGHT-OF-WAY
3. RE-GRADE EXISTING DITCH TO
 PROVIDE POSITIVE FLOW
4. BASE FLOOD EL. - 19.00
5. GRAVEL COMPOUND EXTENDS 2.0'
 BEYOND SECURITY FENCE



<p>DESIGNER</p>	<p>ENGINEERING SITE PLAN FOR CONSTRUCTION OF THE PROPOSED BUILDING AND UTILITY LINES ON THE 100'x150' LEASE PARCEL AT THE CORNER OF U.S. 1 NORTH AND 100' WIDE STREET</p>	<p>DIVIAN GROUP CIVIL ENGINEERS AND ARCHITECTS 100' WIDE STREET SUITE 100 FORT WORTH, TEXAS 76102 (817) 339-1111</p>	<p>DATE: 2/17/02</p>	<p>SCALE: AS SHOWN</p>	<p>PROJECT NO. 02-100</p>
			<p>DATE: 2/17/02</p>	<p>SCALE: AS SHOWN</p>	<p>PROJECT NO. 02-100</p>

Schedule "B-1"

Listing of Licensee's Antenna and Equipment

TOWER

Antenna RAD center mounting height of 250' AGL on tower.

Number of Antenna: One (1)

Type of Antenna: DB809K(E)-Y Length of Antenna: 11.4 feet

Number of Coax Runs and Size: One (1) / 1 5/8" Size Coax

SITE (Ground)

5' x 5' ground space

FREQUENCIES

<u>Transmit</u>	<u>Receive</u>
952.1875 _____	928.1875 _____
952.7625 _____	928.7625 _____
_____	_____
_____	_____
_____	_____

Call Sign: WPSZ807/WNTY239

Market: MG

Channel Block: _____

File Number: 0000494614/0000083367

EXHIBIT "C"

License Fee Schedule

Rent shall escalate 4% annually on the anniversary of the Commencement Date.

	MONTHLY	ANNUALLY
Initial Monthly Rent:	<u>\$ 150.00</u>	<u>\$ 1,800.00</u>

**ANTENNA SITE LICENSE
AGREEMENT**

AGREEMENT made this 6th day of January, ²⁰⁰³ 2002, between TOWERCOM EAST COAST, L.L.C., a limited liability company ("Licensor"), and JEA, a municipal authority ("Licensee").

WITNESS:

- A. Licensor holds a leasehold interest in a certain parcel of property located at **5542 Dunn Avenue**, City of **Jacksonville**, County of **Duval**, State of Florida (known as "**Dunn Avenue/I-295 Site**"), more specifically described in **Exhibit "A"**, attached hereto (the "Site").
- B. Licensor owns, operates and manages a communications tower erected on the Site (the "Tower").
- C. Licensee desires to obtain a license to install equipment on the Tower for use by Licensee for the purpose of a communications facility and to use certain designated space on the Site.

NOW THEREFORE the parties agree as follows:

1. Tower Use License: Licensor hereby licenses to Licensee, space at the antenna location shown on **Exhibit "B"** to install and operate the equipment specifically described on **Schedule "B-1"**. Licensee shall use the space exclusively for its communications operations as permitted by this License Agreement, including only those frequencies listed on **Schedule "B-1"**, and shall not maintain or permit any nuisance or unsafe conditions on the Site or the Tower.

This license shall include the use by Licensee of a portion of the TC Tower Shelter Building on the Site as more particularly shown on **Exhibit "B"**.

As part of this License, Licensor shall permit Licensee to pour a Five foot by Five foot (5'x5') concrete pad at a location on the Site shown on **Exhibit "B"** and to place an unmanned equipment shelter on such pad, and to pour an approximate _____ foot by _____ foot ('x ') concrete pad and an approximate _____ foot by _____ foot ('x ') concrete pad at the locations on the Site shown on **Exhibit "B"** specifically for the placement and operation of a generator and LP fuel tank to support the operation of Licensee's facilities on the Site.

All antennas, transmission lines, and other equipment used by Licensee shall be owned or controlled by Licensee and Licensee shall not allow another telecommunications carrier to use Licensee's equipment, space on the Tower, or premises without Licensor's prior written consent.

2. Term of License: This License Agreement shall commence upon the earlier of (i) thirty (30) days from the date of execution of this License Agreement, or (ii) the date Licensee begins installation at the Site (the "Commencement Date"), and shall expire five (5) years from the Commencement Date.

3. Extension of Term: This License Agreement shall automatically be extended for five (5) successive periods of Five (5) years each, without notice, unless Licensee shall have given Licensor written

notice of termination at least one hundred twenty (120) days prior to the expiration of the then current term or any renewal period, respectively. All references to the term of this License Agreement shall include the term as it is extended as provided herein.

4. License Fee: For the rights herein granted by Licensor to Licensee, in this License Agreement, Licensee shall pay as an annual license fee, in monthly installments, the amounts shown on **Exhibit "C"**. License fees shall be paid monthly in advance, to the remittance address listed in Section 23, on or before the first day of each calendar month during the term of this License Agreement. In the event the first and/or last month of the term shall commence or end on a date other than the first or last day of a calendar month the fee shall be apportioned. If any installment is not paid within forty-five (45) days after the due date, Licensee shall pay a late charge equal to one percent (1%) of the amount of the monthly installment due Licensor. Late charges will not apply to disputed billings. The Licensee shall notify Licensor of any disputed billings within thirty (30) days after receipt of invoice for such billing. In the event the Tower construction has not been completed by the Commencement Date, Licensee shall not be obligated to pay license fees until such time as the Tower has been sufficiently completed so as to permit Licensee to operate its communication facility. The license fee for any renewal period shall be increased by three percent (3%) of the prior year's annual license fee as set forth in **Exhibit "C"**.

5. Installation of Licensee's Equipment: All installation, construction, removal, relocation or maintenance of Licensee's equipment shall be commenced only after Licensor has approved all plans and specifications in writing, which approval shall not be unreasonably withheld or delayed, and Licensee shall comply with all of Licensor's reasonable requirements. The equipment described on **Schedule "B-1"** may be installed, and if the Licensee requires additional equipment at the Site, Licensor shall consider and review the request for the additional equipment and not unreasonably withhold consent to such installation, provided however, Licensor shall not be obligated to approve any installation, which, when considered with all other equipment installed on the Tower will cause the permitted wind load for the Tower to be exceeded. All such work shall be performed by Licensee at its sole cost and expense in good and workmanlike manner, free from faults, and in compliance with all legal requirements utilizing only first class materials and supplies. Licensee shall be solely responsible for construction means, methods, techniques, sequences and procedure, and for coordinating all activities related to the work, and such work shall not interfere with the uninterrupted use of the Tower or the Site by other licensees. If interference with other licensees is caused by Licensee's installation work and cannot be reduced to levels reasonably acceptable to Licensor, then Licensee shall immediately cease all installation work upon receipt of written notice from Licensor, and Licensor shall have the right to terminate this License Agreement by giving Licensee fifteen (15) days prior written notice, unless such interference is satisfactorily reduced within such period. **NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, IS MADE BY LICENSOR WITH RESPECT TO THE SUITABILITY OF THE TOWER AND THE SITE FOR LICENSEES OPERATIONS AND INTENDED USE THEREOF.**

6. Licensor's Maintenance: Licensor shall make all necessary repairs and replacements at its expense, as well as alterations required by any governmental authority having jurisdiction over the Tower, unless the required repairs, replacements or alterations are solely required for the Licensee's communication equipment located on the Tower (or the Site), in which event Licensee shall make all necessary repairs, replacements and alterations as required at its expense.

7. Licensee's Maintenance: Licensee shall maintain its antenna and transmitting and other equipment in a good state of repair and operating condition, all in accordance with good engineering practices and applicable governmental rules and regulations. All maintenance work shall be performed in accordance with the requirements of Section 5 above and Licensee shall use qualified technicians who shall be subject to Licensor's prior written approval. If circumstances occur, or threaten to occur, from which Licensor may

reasonably conclude that damage is likely to result to the property of Licensee, Licensor or the property of any other person, or that substantial threat to life will exist before agents of Licensee can be advised and respond, the Licensor, without notice to Licensee, may repair, maintain, deenergize, disconnect or dismantle any or all equipment and/or lines or Licensee and take any other action which in Licensor's reasonable discretion may appear necessary with respect to the property of Licensee, without any liability on the part of Licensor for any damage that such action may cause, unless caused by the gross negligence or willful or intentional misconduct of Licensor, its agents, employees, servants, representatives or contractors.

8. Access: Licensee shall have free access to the Tower and the Site for the purpose of installing its equipment and for the purpose of maintenance and repair. Licensor shall have a right of access, at all reasonable times, for examination, inspection, emergency repair or replacement of any of Licensee's equipment as provided for in this License Agreement.

9. Interference: Prior to installation of its equipment, Licensee shall cause its engineers to verify by frequency search that its signal will not interfere with the radiating or receiving facilities of others already using the Tower at the time of Licensee's installation. Thereafter, Licensee will conduct its activities in accordance with sound electronic and engineering practices and will cooperate with other licensees so as to prevent interference. In the event interference is encountered, which is caused by Licensee's activities, then Licensee will, at its sole cost and expense, take all steps necessary to promptly correct and eliminate such interference. If the Licensee does not correct the condition causing the interference within forty-eight (48) hours after receipt of notice from Licensor, then Licensor may turn off the electrical power to Licensee's equipment until the condition causing the interference is corrected, or until Licensee establishes to Licensor's satisfaction that Licensee's equipment is not the cause of the interference. If the interference cannot be eliminated within a reasonable period, Licensor may terminate this License Agreement on written notice to Licensee without further liability to Licensee, and Licensor shall have the right to disconnect and remove any equipment which is causing the interference. Upon determination by Licensor than any other licensee, whose equipment has been installed on the Tower subsequent to Licensee's installation, is causing interference with Licensee's radio frequency activities, Licensor will use its best efforts to cause the other licensee to promptly correct the condition causing the interference. Interference shall be deemed to be any interference which violates the terms and conditions of transmitter licenses, and/or rules and regulations of the Federal Communications Commission, or as defined in the provisions of the recommended practices of the Electronics Industries Association then in effect.

10. Utilities: Licensee shall be responsible for furnishing and paying for all electricity and other utilities required by Licensee for the operation of its equipment.

11. Taxes: Licensee is a tax exempt municipal corporation. Licensee shall not be responsible for any federal, state or local sale, use, real property or other tax due with respect to this Agreement or to the Site or any personal property located thereon.

12. Liens: Licensee shall not permit any mechanic's, materialman's or other liens to stand against the Site or the Tower for any labor or material furnished to the Licensee in connection with work of any character performed on the Site or the Tower by or at the direction of Licensee. In the event that any notice of lien shall be filed or given, Licensee shall immediately cause the same to be released or discharged and shall indemnify and hold Licensor harmless from and against any losses, damages, costs, expenses, fees, penalties, attorney's fees and legal expenses suffered or incurred by Licensor by reason of the filing of such claim or lien, to the extent permitted by Section 768.28, Florida Statutes.

13. Licensee's Liability: To the extent permitted by Section 768.28, Florida Statutes, Licensee shall be liable for any damage to the Tower or to any equipment located on the Tower arising out of or in connection with Licensee's use or occupancy of the Tower and Site arising out of the negligence or willful or intentional misconduct of its agents or employees. Licensee shall indemnify and hold Licensor harmless from and against any and all claims, demands and suits made or commenced by any party against Licensor for loss of life, personal injury, loss or damage to property, or other damage arising out of the use of the Tower or Site by Licensee, arising out of the negligence or willful or intentional misconduct of its agents or employees to the extent permitted by Section 768.28, Florida Statutes.

14. Licensor's Liability: Licensor shall not be liable to Licensee or to any other person for loss or damage, regardless of cause, other than the negligence or willful or intentional misconduct of Licensor, its officers, agents, employees, servants, representatives, invitees or contractors. In no event shall Licensor be liable for consequential damages, including lost revenues resulting from Licensee's inability to operate radio frequency equipment under any circumstances.

15. Insurance: Licensee is a self-insurer pursuant to Section 768.28 Florida Statutes, under a funded program of self-insurance and Licensee's liability is limited in accordance with Section 768.28, Florida Statutes. Licensee agrees to use its funded self-insurance program to cover liabilities of Licensee incurred under this License Agreement.

Licensor shall obtain and maintain, or require its agents or contractors to obtain or maintain, throughout the Lease Term adequate builder's risk insurance (during periods of construction) and casualty and liability insurance to adequately insure its interests in the Tower. Licensor agrees that its insurance, or insurance obtained by its agents or contractors, shall cover damage to Licensee's equipment or structure caused by the negligence of Licensor, or its employees, agents or contractors.

16. Damage or Destruction: If the Tower, with or without the fault of Licensor, by any cause, be totally or partially destroyed or damaged so as to prevent use by Licensee of its space on the Tower, or a temporary facility provided by Licensor, for a period in excess of ninety (90) days, Licensee may terminate this License Agreement on written notice to Licensor, and upon such termination neither party shall have any further liability to the other. License fees shall be abated for any period during which Licensee shall be unable to transmit or receive its signal because of the unavailability of the Tower, or a temporary facility provided by Licensor.

17. Eminent Domain: If the Tower, or any portion thereof in which Licensee's equipment is located, is taken by eminent domain, this License shall expire and the license fee shall be apportioned to the date when the property is taken. Neither party shall be subject to any claims, actions or legal proceedings by the other party as a result of the taking by eminent domain.

18. Default: Should Licensee fail to pay, within forty-five (45) days after receipt of invoice, license fees or any other amounts due Licensor hereunder, or fail to cure any breach of any other provision of this License Agreement after forty-five (45) days written notice and demand, Licensor may, at its sole remedy, terminate this License Agreement by providing five (5) days written notice of such termination to Licensee.

19. Surrender by Licensee: Upon expiration or termination of this License Agreement, Licensee, at its own cost and expense, shall completely remove or cause to be removed, all equipment constructed or installed by Licensee on the Site, and restore the Tower and Site to their original condition, ordinary wear and tear excepted. If the time for removal causes Licensee to remain on the Site and Tower after the termination or expiration of this License Agreement, Licensee shall pay license fees at the then existing monthly pro-rated

basis, until such time as the removal of equipment has been completed. Upon termination and removal of the equipment, all rights and liabilities of the parties shall cease.

20. Assignment: Licensee shall not assign or sublease this License Agreement or any interest therein, and shall not encumber, hypothecate or otherwise give as security, this License Agreement without the prior written consent of Licensor, which consent shall not be unreasonably withheld.

21. Subordination: This License Agreement is subject to and subordinate at all times to the lien of existing and future mortgages on the Site, provided that the holder of such mortgage will not, for so long as Licensee shall not be in default under this License Agreement disturb the peaceful quiet enjoyment of the License by Licensee. No instrument shall be necessary to effectuate this subordination, but Licensee agrees to execute and deliver such further instruments subordinating this License Agreement to the lien of all such mortgages as may be requested from time to time.

22. Estoppels: Within five (5) days after written request, Licensee shall deliver to Licensor, or to any mortgagee or prospective purchaser of Licensor's interest, a certificate stating that: (i) Licensee has entered into occupancy of the Tower and Site in accordance with the provisions of this License Agreement; (ii) this License Agreement is in full force and effect; (iii) Licensor has performed the covenants, agreements or conditions required of Licensor, if such be the case (and if such not be the case, then Licensee shall list those covenants, agreements or conditions not so performed), and any other information reasonably requested by the Licensor or such mortgagee.

23. Termination by Licensee: Licensee shall have the absolute right to terminate this License Agreement by providing sixty (60) days written notice of such termination to Licensor.

24. Master Lease:

(a) Licensor leases the Site pursuant to a lease agreement entitled "Option and Ground Lease Agreement" from the landlord, Duval County Farm Bureau, a Florida corporation not for profit ("Ground Lessor"), dated February 21, 2000 ("Underlying Lease"). This License Agreement entered into between Licensor and Licensee is a Sublease and is subject to the terms of the Underlying Lease.

(b) As long as Licensee is not in default of this License Agreement, Licensor shall be obligated to perform all of Licensor's obligations under the Underlying Lease.

25. Notice: All notices hereunder must be in writing and shall be deemed valid, if sent by certified mail return receipt requested, or if sent by a nationally recognized courier providing proof of service, addressed as follows, or sent to any other address that the party to be notified may have designated to the sender by like notice:

Notices and Remittances to:

TowerCom East Coast, L.L.C.
Attn: Real Estate Department
7411 Fullerton Street, Suite 200
Jacksonville, Florida 32256
Phone: (904) 880-8887 / Fax: (904) 880-8872

With Copy of Notices to:

TowerCom East Coast, L.L.C.
C/o TowerCom Management L.L.C.
230 Peachtree Street, NW, Suite 1440

Atlanta, Georgia 30303-1515

Licensee:

JEA

Attn: Real Estate Department

21 West Church Street

Jacksonville, Florida 32202

Phone: (904) 665-6439 / Fax: (904) 665-7455

With Copy to:

Michael J. Key, Sr.
21 W. Church St
Jacksonville, FL 32202
(904) 665-8888 (904) 665-4354

26. Binding Agreement: This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective successors and permitted assigns.

27. Governing Law: This License Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State in which the Site is located.

28. Attorney's Fees and Costs: In connection with any enforcement action or litigation arising out of this License Agreement, should a Court issue a judgment against either party regarding its failure to fulfill this License Agreement, the party against whom the judgment is entered shall pay the other party's reasonable attorneys' and expert witness fees and costs incurred in enforcing this License Agreement through any appeal. This paragraph shall survive the termination of this License Agreement. Except for actions arising in connection with this paragraph with respect to attorney's fees and costs, neither party may bring a legal action with respect to this License Agreement more than eighteen (18) months after the legal action accrues.

29. Entire Agreement: This License Agreement represents the entire understanding and agreement between the parties and no agreements or representations, unless incorporated into this License Agreement shall be binding on any of the parties.

30. Waiver: Failure or delay on the part of the parties hereto to exercise any right, power or privilege hereunder shall not operate as a waiver thereof.

31. Severability: Should any provision of this License Agreement be deemed invalid or unenforceable by any court of competent jurisdiction, such invalidity shall not be construed to render any other provision invalid or unenforceable.

32. Memorandum: At the request of Licensee, Licensor agrees to execute a memorandum or short form of this License Agreement in recordable form, setting forth a description of the Site, and the term of this License Agreement for the purpose of giving public notice to third parties.

33. Hazardous Substances: Licensor represents and warrants that it has not knowledge of any substance, chemical, or waste (collectively, "Substance") on the Site or the Ground Lessor's Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Neither Licensor nor Licensee shall introduce or use any Substance on the Site or Ground Lessor's Property in violation of any applicable law. Licensor and Licensee each indemnifies the other against and holds the other harmless from

any and all liability, damage, loss, expense, cost, penalty and fee, including consultant's fees and attorney's fees, resulting from any breach of any representation, warranty or agreement contained in this Section 32.

34. Representation and Warranties: Each party represents and warrants to the other that: (i) it has full right, power and authority to execute this License Agreement and has the power to grant all rights hereunder; (ii) its execution and performance of this License Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on said party; and (iii) the execution and delivery of this License Agreement, and the performance of its obligations hereunder, have been duly authorized by all necessary personnel or corporate officers and do not violate any provisions of law or the party's certificate of incorporation or bylaws or any other arrangement, provision of law or court order or decree.

35. Representation: Either party hereto that is represented in this transaction by a broker, agent or commissioned salesperson (a "Representative") shall be fully and exclusively responsible for the payment of any fee, commission or other compensation owed to such Representative, and shall indemnify and hold the other party harmless from and against any claim to a fee, commission or other compensation asserted by such Representative, including reasonable attorney's fees and costs incurred in defending such claim.

36. No Joint Relationship: By executing this License Agreement, the parties are not establishing any joint undertaking, joint venture or partnership. Each party shall be deemed an independent contractor and shall act solely for its own account.

{Signatures on following page}

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

LICENSOR:

TOWRECOM EAST COAST, L.L.C.
A Limited Liability Company

WITNESS:

Jennifer Brown
Jennifer Brown
Print Name

By: [Signature]
Print Name / Title: David H. Boeff / EVP

Nancy Chrisman
Nancy Chrisman
Print Name

LICENSEE:

JEA, a body politic and corporate

WITNESS:

[Signature]

Print Name

Norman C. Resmer
Print Name / Title: Norman C. Resmer
Director Procurement Services

[Signature]

John R. Kessler
Print Name

EXHIBIT "A"

Description of Property

A parcel of land lying in Section 7, Township 1 South, Range 26 East, Duval County, Florida, being more particularly described as follows:

Commence at the intersection of the East line of Section 7, Township 1 South, Range 26 East, and the southerly right-of-way line of Dunn Avenue (a 100 foot right-of-way); Thence westerly along said right-of-way line for 1984.00 feet to a concrete monument; Thence southerly along a line perpendicular to said southerly right-of-way line for 145.79 feet to the Point of Beginning of the herein described parcel of land; Thence continue southerly along a line perpendicular to said southerly right-of-way line for 63.00 feet; Thence westerly along a line parallel with said right-of-way line for 100.00 feet to an intersection with the easterly right-of-way line of Farm Bureau Drive (a 60.00 foot right-of-way); Thence northerly along said easterly right-of-way line and along a line perpendicular to said southerly right-of-way line for 89.00 feet; Thence easterly along a line parallel with said southerly right-of-way line for 44.00 feet; Thence southerly along a line perpendicular to said southerly right-of-way line for 26.00 feet ; Thence easterly along a line parallel with said southerly right-of-way line for 56.00 feet to the Point of Beginning. Said parcel of land situate, lying, and being in Duval County, Florida, containing 7,444 square feet more or less.

EXHIBIT "B"

Tower and Building Layout

See attached Site Plan and Tower Elevation.

DUNN AVE.

Customer: TC FLORIDA TOWERS II, L.L.C.
 Site: DUNN AVE/1-295, JACKSONVILLE, DUVAL COUNTY, FL
 Job # 20924000/001

FMT, Inc.

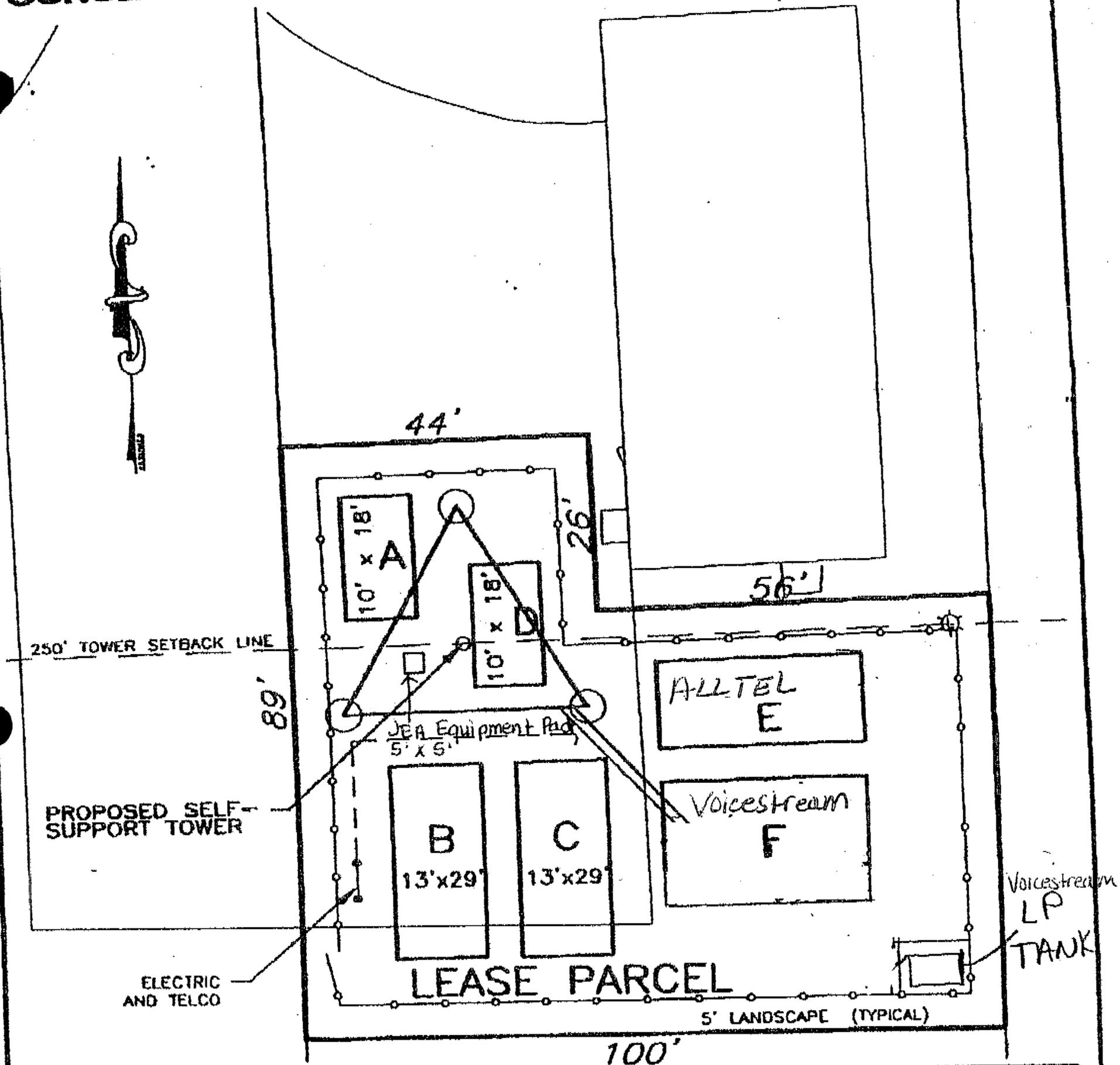
P.O. BOX 8597 FORT WORTH, TX 76124-0597
 (817) 255-3060 FAX (817) 255-8656

Tower Height 250 FT.
 Design No. S00-0099-A Date April 14, 2000
 Revision No. Date
 Page 1 of 2 Design By: MOE Chk'd By: TW/MD

DESIGN SPECS. - EIA/TIA-222-F
 IMPORTANCE FACTOR = 1.0
 INCREASE IN ALLOWABLE STRESSES = 33.3%
 LOAD CASES:
 CASE 1-BASIC WIND= 95.0 MPH, NO ICE
 CASE 2-OPERATIONAL WIND= 50.0 MPH, NO ICE

ASTM		A36		A325		A36	
60 KSI							
2	Y	B	N/R	N/R	N/R	2-1/2	2-1/2
2 1/4	Y	N/R	N/R	N/R	N/R	2-1/2	2-1/2
2 3/4	B	N/R	N/R	N/R	N/R	2-5/8	2-5/8
3	C	N/R	N/R	N/R	N/R	2-5/8	2-5/8
3 1/4	BB	B	N/R	N/R	N/R	2-5/8	2-5/8
3 1/2	CC	C	N/R	N/R	N/R	2-5/8	2-5/8
3 3/4	CC	C	N/R	N/R	N/R	2-5/8	2-5/8
4	DD	D	C	C	B	2-5/8	2-5/8
4 1/4	DD	DD	BB	C	C	2-5/8	2-5/8
4 1/2	DD	CC	D	D	C	2-5/8	2-5/8
4 3/4	DD	CC	F	D	C	2-5/8	2-5/8
5	CC	F	D	D	C	2-5/8	2-5/8
5 1/4	CC	F	D	D	C	2-5/8	2-5/8
5 1/2	CC	F	D	D	C	2-5/8	2-5/8
5 3/4	CC	F	D	D	C	2-5/8	2-5/8
6	CC	F	D	D	C	2-5/8	2-5/8
6 1/4	CC	F	D	D	C	2-5/8	2-5/8
6 1/2	CC	F	D	D	C	2-5/8	2-5/8
6 3/4	CC	F	D	D	C	2-5/8	2-5/8
7	CC	F	D	D	C	2-5/8	2-5/8
7 1/4	CC	F	D	D	C	2-5/8	2-5/8
7 1/2	CC	F	D	D	C	2-5/8	2-5/8
7 3/4	CC	F	D	D	C	2-5/8	2-5/8
8	CC	F	D	D	C	2-5/8	2-5/8
8 1/4	CC	F	D	D	C	2-5/8	2-5/8
8 1/2	CC	F	D	D	C	2-5/8	2-5/8
8 3/4	CC	F	D	D	C	2-5/8	2-5/8
9	CC	F	D	D	C	2-5/8	2-5/8
9 1/4	CC	F	D	D	C	2-5/8	2-5/8
9 1/2	CC	F	D	D	C	2-5/8	2-5/8
9 3/4	CC	F	D	D	C	2-5/8	2-5/8
10	CC	F	D	D	C	2-5/8	2-5/8
10 1/4	CC	F	D	D	C	2-5/8	2-5/8
10 1/2	CC	F	D	D	C	2-5/8	2-5/8
10 3/4	CC	F	D	D	C	2-5/8	2-5/8
11	CC	F	D	D	C	2-5/8	2-5/8
11 1/4	CC	F	D	D	C	2-5/8	2-5/8
11 1/2	CC	F	D	D	C	2-5/8	2-5/8
11 3/4	CC	F	D	D	C	2-5/8	2-5/8
12	CC	F	D	D	C	2-5/8	2-5/8
12 1/4	CC	F	D	D	C	2-5/8	2-5/8
12 1/2	CC	F	D	D	C	2-5/8	2-5/8
12 3/4	CC	F	D	D	C	2-5/8	2-5/8
13	CC	F	D	D	C	2-5/8	2-5/8
13 1/4	CC	F	D	D	C	2-5/8	2-5/8
13 1/2	CC	F	D	D	C	2-5/8	2-5/8
13 3/4	CC	F	D	D	C	2-5/8	2-5/8
14	CC	F	D	D	C	2-5/8	2-5/8
14 1/4	CC	F	D	D	C	2-5/8	2-5/8
14 1/2	CC	F	D	D	C	2-5/8	2-5/8
14 3/4	CC	F	D	D	C	2-5/8	2-5/8
15	CC	F	D	D	C	2-5/8	2-5/8
15 1/4	CC	F	D	D	C	2-5/8	2-5/8
15 1/2	CC	F	D	D	C	2-5/8	2-5/8
15 3/4	CC	F	D	D	C	2-5/8	2-5/8
16	CC	F	D	D	C	2-5/8	2-5/8
16 1/4	CC	F	D	D	C	2-5/8	2-5/8
16 1/2	CC	F	D	D	C	2-5/8	2-5/8
16 3/4	CC	F	D	D	C	2-5/8	2-5/8
17	CC	F	D	D	C	2-5/8	2-5/8
17 1/4	CC	F	D	D	C	2-5/8	2-5/8
17 1/2	CC	F	D	D	C	2-5/8	2-5/8
17 3/4	CC	F	D	D	C	2-5/8	2-5/8
18	CC	F	D	D	C	2-5/8	2-5/8
18 1/4	CC	F	D	D	C	2-5/8	2-5/8
18 1/2	CC	F	D	D	C	2-5/8	2-5/8
18 3/4	CC	F	D	D	C	2-5/8	2-5/8
19	CC	F	D	D	C	2-5/8	2-5/8
19 1/4	CC	F	D	D	C	2-5/8	2-5/8
19 1/2	CC	F	D	D	C	2-5/8	2-5/8
19 3/4	CC	F	D	D	C	2-5/8	2-5/8
20	CC	F	D	D	C	2-5/8	2-5/8
20 1/4	CC	F	D	D	C	2-5/8	2-5/8
20 1/2	CC	F	D	D	C	2-5/8	2-5/8
20 3/4	CC	F	D	D	C	2-5/8	2-5/8
21	CC	F	D	D	C	2-5/8	2-5/8
21 1/4	CC	F	D	D	C	2-5/8	2-5/8
21 1/2	CC	F	D	D	C	2-5/8	2-5/8
21 3/4	CC	F	D	D	C	2-5/8	2-5/8
22	CC	F	D	D	C	2-5/8	2-5/8
22 1/4	CC	F	D	D	C	2-5/8	2-5/8
22 1/2	CC	F	D	D	C	2-5/8	2-5/8
22 3/4	CC	F	D	D	C	2-5/8	2-5/8
23	CC	F	D	D	C	2-5/8	2-5/8
23 1/4	CC	F	D	D	C	2-5/8	2-5/8
23 1/2	CC	F	D	D	C	2-5/8	2-5/8
23 3/4	CC	F	D	D	C	2-5/8	2-5/8
24	CC	F	D	D	C	2-5/8	2-5/8
24 1/4	CC	F	D	D	C	2-5/8	2-5/8
24 1/2	CC	F	D	D	C	2-5/8	2-5/8
24 3/4	CC	F	D	D	C	2-5/8	2-5/8
25	CC	F	D	D	C	2-5/8	2-5/8
25 1/4	CC	F	D	D	C	2-5/8	2-5/8
25 1/2	CC	F	D	D	C	2-5/8	2-5/8
25 3/4	CC	F	D	D	C	2-5/8	2-5/8
26	CC	F	D	D	C	2-5/8	2-5/8
26 1/4	CC	F	D	D	C	2-5/8	2-5/8
26 1/2	CC	F	D	D	C	2-5/8	2-5/8
26 3/4	CC	F	D	D	C	2-5/8	2-5/8
27	CC	F	D	D	C	2-5/8	2-5/8
27 1/4	CC	F	D	D	C	2-5/8	2-5/8
27 1/2	CC	F	D	D	C	2-5/8	2-5/8
27 3/4	CC	F	D	D	C	2-5/8	2-5/8
28	CC	F	D	D	C	2-5/8	2-5/8
28 1/4	CC	F	D	D	C	2-5/8	2-5/8
28 1/2	CC	F	D	D	C	2-5/8	2-5/8
28 3/4	CC	F	D	D	C	2-5/8	2-5/8
29	CC	F	D	D	C	2-5/8	2-5/8
29 1/4	CC	F	D	D	C	2-5/8	2-5/8
29 1/2	CC	F	D	D	C	2-5/8	2-5/8
29 3/4	CC	F	D	D	C	2-5/8	2-5/8
30	CC	F	D	D	C	2-5/8	2-5/8
30 1/4	CC	F	D	D	C	2-5/8	2-5/8
30 1/2	CC	F	D	D	C	2-5/8	2-5/8
30 3/4	CC	F	D	D	C	2-5/8	2-5/8
31	CC	F	D	D	C	2-5/8	2-5/8
31 1/4	CC	F	D	D	C	2-5/8	2-5/8
31 1/2	CC	F	D	D	C	2-5/8	2-5/8
31 3/4	CC	F	D	D	C	2-5/8	2-5/8
32	CC	F	D	D	C	2-5/8	2-5/8
32 1/4	CC	F	D	D	C	2-5/8	2-5/8
32 1/2	CC	F	D	D	C	2-5/8	2-5/8
32 3/4	CC	F	D	D	C	2-5/8	2-5/8
33	CC	F	D	D	C	2-5/8	2-5/8
33 1/4	CC	F	D	D	C	2-5/8	2-5/8
33 1/2	CC	F	D	D	C	2-5/8	2-5/8
33 3/4	CC	F	D	D	C	2-5/8	2-5/8
34	CC	F	D	D	C	2-5/8	2-5/8
34 1/4	CC	F	D	D	C	2-5/8	2-5/8
34 1/2	CC	F	D	D	C	2-5/8	2-5/8
34 3/4	CC	F	D	D	C	2-5/8	2-5/8
35	CC	F	D	D	C	2-5/8	2-5/8
35 1/4	CC	F	D	D	C	2-5/8	2-5/8
35 1/2	CC	F	D	D	C	2-5/8	2-5/8
35 3/4	CC	F	D	D	C	2-5/8	2-5/8
36	CC	F	D	D	C	2-5/8	2-5/8
36 1/4	CC	F	D	D	C	2-5/8	2-5/8
36 1/2	CC	F	D	D	C	2-5/8	2-5/8
36 3/4	CC	F	D	D	C	2-5/8	2-5/8
37	CC	F	D	D	C	2-5/8	2-5/8
37 1/4	CC	F	D	D	C	2-5/8	2-5/8
37 1/2	CC	F	D	D	C	2-5/8	2-5/8
37 3/4	CC	F	D	D	C	2-5/8	2-5/8
38	CC	F	D	D	C	2-5/8	2-5/8
38 1/4	CC	F	D	D	C	2-5/8	2-5/8
38 1/2	CC	F	D	D	C	2-5/8	2-5/8
38 3/4	CC	F	D	D	C	2-5/8	2-5/8
39	CC	F	D	D	C	2-5/8	2-5/8
39 1/4	CC	F	D	D	C	2-5/8	2-5/8
39 1/2	CC	F	D	D	C	2-5/8	2-5/8
39 3/4	CC	F	D	D	C	2-5/8	2-5/8
40	CC	F	D	D	C	2-5/8	2-5/8
40 1/4	CC	F	D	D	C	2-5/8	2-5/8
40 1/2	CC	F	D	D	C	2-5/8	2-5/8
40 3/4	CC	F	D	D	C	2-5/8	2-5/8
41	CC	F	D	D	C	2-5/8	2-5/8
41 1/4	CC	F	D	D	C	2-5/8	2-5/8
41 1/2	CC	F	D	D	C	2-5/8	2-5/8
41 3/4	CC	F	D	D	C	2-5/8	2-5/8
42	CC	F	D	D	C	2-5/8	2-5/8
42 1/4	CC	F	D	D	C	2-5/8	2-5/8
42 1/2	CC	F	D	D	C	2-5/8	2-5/8
42 3/4	CC	F	D	D	C	2-5/8	2-5/8
43	CC	F	D	D	C	2-5/8	2-5/8
43 1/4							

CONCEPTUAL PLAN



SHEET TITLE
PROPOSED IMPROVEMENTS
 SHEET 2 OF 2

DYNAN GROUP INC.
 CIVIL ENGINEERS AND LAND SURVEYORS
 226 SW SECOND AVENUE
 GAINESVILLE, FLORIDA 32601
 PHONE: 352-378-1611
 FAX: 352-378-4679

CLIENT:
TC FLORIDA TOWERS II, L.L.C.
 3501 SW SECOND AVENUE
 2ND FLOOR, SUITE 2400
 GAINESVILLE, FL 32608

DESIGNED: DAVID W. STROSCYNSKI
 DRAWN: DAVID W. STROSCYNSKI
 CHECKED: WYRALD A. MADDOCKY
 DATE: FEBRUARY, 2008
 SCALE: 1" = 30'
 JOB NUMBER: 134-072-00

JOB INFORMATION
 DUNN AVENUE & I-205
 DUVAL COUNTY, FLORIDA
 PROPOSED SELF-SUPPORT TOWER

Schedule "B-1"

Listing of Licensee's Antenna and Equipment

TOWER

Antenna RAD center mounting height of 250' AGL on tower.

Number of Antenna: One (1)

Type of Antenna: DB809K(E)-Y Length of Antenna: 11.4 feet

Number of Coax Runs and Size: One (1) / 1 5/8" Size Coax

SITE (Ground)

5' x 5' ground space

FREQUENCIES

Transmit

Receive

952.1875

928.1875

952.7625

928.7625

Call Sign: WPSZ807/WNTY239

Market: MG

Channel Block: _____

File Number: 0000494614/0000083367

EXHIBIT "C"

License Fee Schedule

Rent shall escalate 4% **annually** on the anniversary of the Commencement Date.

	MONTHLY	ANNUALLY
Initial Monthly Rent:	<u>\$ 150.00</u>	<u>\$ 1,800.00</u>



Formal Bid and Award System

Award #4 January 14, 2021

Type of Award Request: CHANGE ORDER

Requestor Name: Kilgo Veasey, Nancy A. – Dir Special Projects

Requestor Phone: (904) 665-6439

Project Title: Owner’s Representative Services for Technology, Security, and Facilities Systems for New JEA Headquarters (HQ1)

Project Number: 8006820

Project Location: JEA

Funds: Capital

Award Estimate: \$148,500.00

Scope of Work:

JEA retained H. Stephen Jones (HSJ) to provide Design, Coordination, Project Management, Owner’s Representation and Construction Administration services for the Technology, Security, and Facilities systems associated with the new JEA headquarters. These services included, but were not limited to, the following:

- Openings, doors, frame and door hardware
- Telecommunications systems
- Electronic safety and security systems
- Building automation systems
- Architectural and MEP coordination for low-voltage technology and security systems supporting Owner’s requirements and building systems
- Coordination of Architectural components, low-voltage, AHJ / UL product verification services, IT product coordination and support, AHJ inspection support and all related AHJ final inspection processes.

Additional information: The original award from April included much of the security and telecommunications system design and *coordination* for building automation integration but did not include building automation system (BAS) design until the need was identified through the overall project design through coordination with Ryan Companies, Inc. (Ryan). Further overall design coordination identified the desire by JEA to oversee this portion of the design in close coordination with Ryan and JEA Tenant Improvement design by RS&H. The BAS integrates HVAC designs for both the building core and shell and for the interior tenant improvements. Integration and coordination between all systems is critical to a functioning BAS.

The scope for this additional work is attached and includes:

HSJ will provide consulting services for the planning, design, coordination and owner’s representation for oversight of construction and commissioning of new Building Automation and Controls System for the new HQ1 Office Building and Parking Structure. JEA’s intent and goal of this portion of the overall project will provide a single, fully integrated and overarching system for command, control, monitoring, automation and reporting of the multiple building energy systems at the new facility. The BAS will provide one platform providing applicable functionality to downstream systems including safety and security, lighting, energy monitoring, HVAC controls along with various other building and office systems listed herein.

JEA IFB/RFP/State/City/GSA#: GSA # Schedule 84, 47QSWA19D007N

Purchasing Agent: Selders, Elaine

Is this a Ratification?: NO

RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
H. STEPHEN JONES AND ASSOCIATES, INC.	Steve Jones	Steve_jones@hsjtech.com	11945 San Jose Boulevard, STE. 201, Jacksonville, FL 32223	904-260-0024	\$148,500.00

Amount of Original Award: \$619,396.00

Date of Original Award: 04/16/2020

Change Order Amount: \$148,500.00

List of Previous Change Orders:

CPA #	Amount	Date
189485	(\$36,660.00)	07/13/2020

New Not-To-Exceed Amount: \$731,236.00

Length of Contract/PO Term: Project Completion

Begin Date (mm/dd/yyyy): 04/30/2020

End Date (mm/dd/yyyy): Project Completion (Expected: September 2022)

JSEB Requirement: N/A – GSA Contract

Background/Recommendations:

Originally bid and approved by the Awards Committee on 04/16/2020 to H. Stephen Jones and Associates, Inc. (HSJ), in the amount of \$619,396.00. After award, additional reviews were completed and the contract pricing was reduced by \$36,660.00 for a new not-to-exceed amount of \$582,736.00. The intent of this award is to have HSJ oversee an integrated design for building controls as well as the earlier awarded security and technology scope of work. The original award and proposal have been attached as back-up.

Additional review by the JEA Facilities Team indicated that HSJ is responsible for the low voltage package which is a large part of the Building Automation System (BAS). It is in JEA's best interest to add the BAS design to the HSJ scope of work, as breaking this out would significantly impact Tenement Improvement (TI) and slow the project down due to project familiarity and time spent on reviewing current design. This change order is to add BAS design to the contract scope to provide continuity and integration of systems for the HQ1 through project completion. The BAS will be sharing resources with the Security/Fire Systems and Technology systems; these three should be designed and integrated together. HSJ will continue to invoice JEA on a monthly basis, based on the hours devoted to the project. The consultant rates for this change order remained the same and are included in the GSA contract.

Request approval to award a change order to increase the H. Stephen Jones Owner's Representative Services for Technology, Security, and Facilities Systems for new JEA Headquarters (HQ1) contract in the amount of \$148,500.00, for a new not-to-exceed amount of \$731,236.00, subject to the availability of lawfully appropriated funds.

Director:

Kilgo, Nancy A. – Dir. Special Projects

Chief:

McElroy, Alan D. – Interim Chief Supply Chain Officer

APPROVALS:

Chairman, Awards Committee

Date

Budget Representative

Date



Formal Bid and Award System

Award #4 April 16, 2020

Type of Award Request: GSA CONTRACT
Request #: N/A
Requestor Name: Edwards, Brandon L.
Requestor Phone: 904-665-6584
Project Title: Owner's Representative Services for Technology, Security, and Facilities Systems for new JEA Headquarters
Project Number: 8005628
Project Location: JEA
Funds: O&M
Budget Estimate: \$625,654.00

Scope of Work:

JEA is requesting to retain H. Stephen Jones (HSJ) to provide Design, Coordination, Project Management, Owner's Representation and Construction Administration services for the Technology, Security, and Facilities systems associated with the new JEA headquarters. These services include, but are not limited to, the following:

- Openings, doors, frame and door hardware
- Telecommunications systems
- Electronic safety and security systems
- Building automation systems
- Architectural and MEP coordination for low-voltage technology and security systems supporting Owner's requirements and building systems
- Coordination of Architectural components, low-voltage, AHJ / UL product verification services, IT product coordination and support, AHJ inspection support and all related AHJ final inspection processes

This award will impact the following JEA Measures of Value:

- Financial Value – Utilization of third party representatives for industry specific expertise assists JEA in receiving the best value solution on proposed projects, improving delivery and overall project cost, thereby providing financial value to JEA and the community.

JEA IFB/RFP/State/City/GSA#: GSA # Schedule 84, 47QSWA19D007N (6/12/19-6/11/2024)

Purchasing Agent: Lovgren, Rodney D.

Is this a ratification?: NO

RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
H. STEPHEN JONES AND ASSOCIATES INC.	Steve Jones	Steve_jones@hsjtech.com	11945 San Jose Boulevard, STE. 201, Jacksonville, FL 32223	904-260-0024	\$619,396.00

Amount for entire term of Contract/PO: \$619,396.00

Award Amount for remainder of this FY: \$216,738.00

Length of Contract/PO Term: Project Completion

Begin Date (mm/dd/yyyy): 04/30/2020

End Date (mm/dd/yyyy): Project Completion (Expected: September 2022)

JSEB Requirement: N/A – GSA Contract

Background/Recommendations:

JEA is in the process of designing and constructing of a new corporate downtown headquarters building. This project includes the design, coordination, and installation of numerous advanced security, facilities, and technology services systems. In addition, the project requires the integration of existing JEA systems to ensure the operational functionality and long term supportability by the respective JEA departments.

Based on the types of systems and standards employed by JEA, and the desire to enhance their level of integration in the new facility, JEA requires the services of an owner’s representative that specializes in low-voltage system development, integration, and installation. The use of a specialized owner’s representative will ensure all JEA standards are met, system interoperability is achieved, and all potential cost savings are realized in the project.

H. Stephen Jones & Associates is a Jacksonville based firm with a GSA contract that has established rates for the services identified in this request. The GSA Contract is 47QSWA19D007N and the period covered by Contract is June 12, 2019 - June 11, 2024. In addition, H. Stephen Jones & Associates in particular has been a JEA contractor for facilities and security services for many years with unique knowledge of JEA’s security and infrastructure and protocols making them well positioned to ensure JEA receives their desired outcome in this project.

- The fiscal year expected cash flows are as follows:
 - FY20 - \$216,788.00
 - FY21 - \$201,304.00
 - FY22 - \$201,304.00

Request approval to award a contract to H. Stephen Jones & Associates Inc., for Owner’s Representative Services for Technology, Security, and Facilities Systems for the new JEA Headquarters in the amount of \$619,396.00, subject to the availability of lawfully appropriated funds.

Director: Kilgo, Nancy A. - Dir Special Projects

Director: Edwards, Brandon – Director Security

VP: Vineyard, Herschel T. – Chief Administrative Officer

APPROVALS:

 04/16/2020

Chairman, Awards Committee **Date**

Laure A Whitmer 4/16/2020

Budget Representative **Date**



PROPOSAL FOR DESIGN, ENGINEERING, & CONSULTING SERVICES
PROPRIETARY AND CONFIDENTIAL

CLIENT:	JEA	DATE:	4.7.2020
PROJECT:	JEA Corporate Headquarters	PROPOSAL VERSION:	v.1.5
CLIENT PROJECT ID:	TBD	HSJ PROJECT ID:	430-1902
PROJECT DIRECTOR:	Brandon Edwards	PROJECT MANAGER:	Nancy Kilgo Veasey
EMAIL:	edwabl@jea.com	EMAIL:	kilgna@jea.com
PHONE:	(904) 665-6584	PHONE:	(904) 665-6439

A. | Project | Definition & Understanding

1 PROJECT DESCRIPTION:

Project | JEA Corporate Headquarters
Location | 325 W. Adams St.

Project will construct the 189,068 SF JEA Corporate Headquarters, including adjacent 1,150 space parking garage.

2 PROJECT UNDERSTANDING:

HSJ will provide design, engineering, coordination, project management, owner’s representation, and construction administration services for the following base scopes of work within the project site boundary, building exterior, and building interior:

- Division 8: Openings, doors, frames, and door hardware.
- Division 27: Telecommunication systems.
- Division 28: Electronic safety and security.
- Architectural and MEP coordination for low-voltage technology and security systems supporting Owner’s equipment and building systems.
- Coordination and verification of architectural components, low-voltage systems, AHJ/UL product verification services, IT product coordination and support, AHJ inspection support, and all related product support for AHJ final inspection processes.

Pursuant to JEA request, HSJ to act as “Owner’s Representative” for the above identified scopes of work.

HSJ will work with JEA teams for coordination of both JEA and AHJ building codes and standards for our assigned scope of design.

3 BASIS OF SCOPE:

Documentation provided via email as well as review of existing minutes, notes and project programming documentation the owner’s document management system.

4 DEFINITIONS:

OWNER	JEA	21 W. CHURCH STREET JACKSONVILLE, FL 32202
ARCHITECT	RYAN COMPANIES US, INC.	201 NORTH FRANKLIN STREET, SUITE 3500 TAMPA, FL 33602
CONSULTANT	H. STEPHEN JONES & ASSOCIATES, INC. HSJ	11945 SAN JOSE BOULEVARD, STE. 201 JACKSONVILLE, FL 32223

B. | Scope of Services | Summary Matrices

1 PROJECT PHASE MATRIX

THE FOLLOWING MATRIX SUMMARIZES HSJ'S UNDERSTANDING OF THE PROJECT'S DESIGN & CONSTRUCTION PHASES AND WHICH ARE INCLUDED IN THIS PROJECT & FEE PROPOSAL.

PROJECT PHASE	INCLUDED	EXCLUDED
SD SCHEMATIC DESIGN	✓	
DD DESIGN DEVELOPMENT	✓	
CD CONSTRUCTION DOCUMENTS	✓	
BID BIDDING & NEGOTIATION	✓	
CA CONSTRUCTION ADMINISTRATION	✓	
PM PROJECT MANAGEMENT/OWNER REPRESENTATION	✓	

2 DESIGN SCOPE MATRIX

THE FOLLOWING MATRIX SUMMARIZES HSJ'S TYPICAL OFFERINGS OF DESIGN SCOPE INCLUDED IN THIS PROJECT & FEE PROPOSAL. THE ITEMS LISTED INCLUDE COMPLETE DESIGN OF THE INDICATED SYSTEM AND/OR BUILDING COMPONENT.

	DESIGN SCOPE	INCLUDED	EXCLUDED
DIVISION 08 DOORS & HARDWARE	DOORS & FRAMES	✓	
	DOOR HARDWARE (MECHANICAL & ELECTRO-MECHANICAL)	✓	
	AUTOMATIC OPERATORS – SWING	✓	
	AUTOMATIC OPERATORS – SLIDING	✓	
DIVISION 27 TELECOMMUNICATIONS	CABLE TRAY FOR TELECOMMUNICATIONS	✓	
	TELECOMMUNICATION STRUCTURED CABLING: BACKBONE & HORIZONTAL	✓	
	TELECOMMUNICATION ROOMS & SPACES	✓	
	AUDIO VISUAL INFRASTRUCTURE	✓	
	AUDIO VISUAL SYSTEM (SEE FEE SCHEDULE)		✓
	DISTRIBUTED ANTENNA SYSTEMS DAS	✓	
	WIRELESS NETWORKS	✓	
	ACTIVE NETWORKING EQUIPMENT		✓
DIVISION 28 ELEC. SAFETY & SECURITY	ELECTRONIC ACCESS CONTROL SYSTEM (PERSONNEL)	✓	
	VEHICULAR ACCESS CONTROL SYSTEM	✓	
	PARKING ENFORCEMENT (INCLUDES LICENSE PLATE RECOGNITION)	✓	
	SURVEILLANCE SYSTEM	✓	
	PERSONNEL SCREENING SYSTEM	✓	
	VISITOR MANAGEMENT SYSTEM	✓	
	MASS NOTIFICATION & DURESS SYSTEM	✓	
	VIDEO PHONE SYSTEM	✓	
	EMERGENCY CALL STATION SYSTEM	✓	
	INTRUSION DETECTION SYSTEM	✓	
	FIRE ALARM SYSTEM ¹		✓
	SAFE HAVEN LOCATIONS ²		✓

1. FIRE ALARM SYSTEM OWNER REPRESENTATION INCLUDED IN HSJ PROJECT MANAGEMENT SCOPE, DESIGN & ENGINEERING BY OTHERS.

2. SAFE HAVEN LOCATION OWNER REPRESENTATION & PRODUCT SUPPORT INCLUDED IN HSJ PROJECT MANAGEMENT SCOPE, DESIGN & ENGINEERING BY OTHERS.

3 DESIGN COORDINATION MATRIX

THE FOLLOWING MATRIX SUMMARIZES HSI'S UNDERSTANDING OF THE ADDITIONAL SYSTEMS, BUILDING COMPONENTS AND/OR OWNER PROVIDED FIXTURES, FURNITURE AND EQUIPMENT WE WILL PROVIDE INFRASTRUCTURE AND COORDINATION ONLY OF DESIGN'S PROVIDED BY OTHERS (ADDITIONAL DOCUMENTATION REQUIRED). **DOCUMENTATION REQUIRED FROM OTHERS MUST BE PROVIDED TO THE CONSULTANT, AT MINIMUM TWO WEEKS PRIOR TO 100% CONSTRUCTION DOCUMENTS ISSUANCE FOR INCLUSION AS BASE SCOPE.**

ITEM DESCRIPTION	COORDINATION W/	INCLUDED	EXCLUDED
SECURITY SYSTEMS	JEA SECURITY, JEA FACILITIES OPERATIONS, JEA IT INFRASTRUCTURE, MEP & ARCHITECTURAL TEAM	✓	
AUDIO/VISUAL SYSTEMS	JEA SECURITY, JEA FACILITIES OPERATIONS, JEA IT INFRASTRUCTURE, MEP & ARCHITECTURAL TEAM	✓	
FIRE ALARM SYSTEM	JEA SECURITY, JEA FACILITIES OPERATIONS, JEA IT INFRASTRUCTURE, MEP & ARCHITECTURAL TEAM	✓	
PC'S, PRINTERS, PHONES	JEA SECURITY, JEA IT INFRASTRUCTURE, JEA FACILITIES OPERATIONS	✓	
ACTIVE NETWORKING EQUIPMENT	JEA IT INFRASTRUCTURE, JEA FACILITIES OPERATIONS	✓	

C. | Scope of Services | Per Phase

1 DESIGN DEVELOPMENT

- 1.1. Prepare DESIGN DEVELOPMENT level design drawings for areas of scope listed above in DESIGN SCOPE MATRIX.
- 1.2. Provide SPECIFICATION listing for intended spec sections as required for project for Consultant's design scope.
- 1.3. Attend DESIGN TEAM meetings scheduled by OWNER and/or ARCHITECT in person or via web-based telephone conference.
- 1.4. Provide recommendations on PRODUCT SELECTIONS and prepare manufacturer's CUT SHEETS for Owner approval.

2 CONSTRUCTION DOCUMENTS

- 2.1. Prepare CONSTRUCTION DOCUMENT level design drawings for areas of scope listed above in DESIGN SCOPE MATRIX.
- 2.2. Provide complete and final SPECIFICATIONS as required for project for Consultant's design scope.
- 2.3. Attend DESIGN TEAM meetings scheduled by OWNER and/or ARCHITECT in person or via web-based telephone conference.
- 2.4. Review LIFE SAFETY design (provided by others) and provide formal comments back to Owner/Design Team.
- 2.5. Meet with Authorities Having Jurisdiction (AHJ) as required for review of access control and door hardware design compliance with NFPA 80 & 101.
- 2.6. Incorporate infrastructure and/or supporting requirements for systems and components listed above in DESIGN COORDINATION MATRIX.
- 2.7. Provide electrical and mechanical systems requirements for TELECOMMUNICATIONS ROOMS & SPACES to MEP Engineers to support active networking equipment and required cooling of owner provided components.

3 BIDDING AND NEGOTIATION

- 3.1. Review of GENERAL CONTRACTOR bids for complete project scope for sections applicable to consultant's design scope.
- 3.2. Attend DESCOPE review meetings as applicable for consultant's design scope and provide recommendations to OWNER and/or GENERAL CONTRACTOR with evaluation of proposed construction scope's conformance with design intent and project documents.
- 3.3. Evaluate contractor provided VALUE-ENGINEERING suggestions and/or ADD-ALTERNATES or similar cost savings proposals and substitution requests and provide OWNER with written recommendations for items applicable to Consultant's design scope.
- 3.4. Coordination and negotiation with owner-selected VENDORS to obtain pre-established BULK PRICING.
- 3.5. Provide written response to BID phase requests for information.

4 CONSTRUCTION ADMINISTRATION

- 4.1. Review and provide written comment of contractor provided PRODUCT DATA, SHOP DRAWING and COORDINATION DRAWING SUBMITTALS.
- 4.2. Provide written response to CONSTRUCTION phase requests for information.
- 4.3. Provide necessary sketches required for construction coordination for consultant's scope of work.
- 4.4. Provide on-site inspection with corresponding field observation report at the following stages of construction:
 - 4.4.1. Wall Rough-in (prior to insulation and drywall installation)
 - 4.4.2. Above ceiling (prior to grid/tile/hard ceiling install)
 - 4.4.3. Substantial Completion / Punchlist

5 PROJECT MANAGEMENT/OWNER REPRESENTATION

- 5.1. Perform PROJECT MANAGEMENT of Division 08 (Doors & Hardware), Division 27 (Telecommunications), and Division 28 (Electronic Security & Safety) scopes of work within the project boundaries, including:
 - 5.1.1. Perform STAKEHOLDER MANAGEMENT for the identified scopes of work by generating Stakeholder Management Plan identifying project stakeholders, roles, responsibilities, communication information, and level of involvement throughout the project life cycle.
 - 5.1.2. Perform AGREEMENT MANAGEMENT for design subconsultants and construction subcontractors including scope definition and procurement requirements. Perform agreement implementation protocol including RFP generation, bid/quotation evaluation, qualification-based selection recommendations, and assist with subcontract execution.
 - 5.1.3. Review PROJECT SCHEDULE provided by General Contractor for the identified scopes of work, including tacking updates, milestone monitoring, and coordination with owner.
 - 5.1.4. Review PROCESS MANAGEMENT performed by General Contractor for work activities including quality assurance, communication management, and risk management.
 - 5.1.5. Assist General Contractor with CHANGE MANAGEMENT for the identified scopes of work including alternative analysis, value engineering, and associated procurement management.
 - 5.1.6. Perform SYSTEMS ACCEPTANCE including functional testing and commissioning for the defined scopes of work.
 - 5.1.7. Review PROJECT CLOSEOUT including validating deliverables, procurement closeout documentation, and lessons learned documentation.
- 5.2. Participate in OWNER ARCHITECT CONTRACTOR (OAC) meetings, as required.
- 5.3. Perform bi-weekly site visits for general oversight and project support.

D. | DELIVERABLES | *By Phase*

1 DESIGN DEVELOPMENT

- 1.1. Design Development DRAWINGS for owner comment.
- 1.2. Intended SPEC LISTING for review and comment.
- 1.3. PRODUCT recommendations and CUT SHEETS.

2 CONSTRUCTION DOCUMENTS

- 2.1. Final, Construction Document DRAWINGS.
- 2.2. Final, Construction Document SPECIFICATIONS.

3 PROJECT MANAGEMENT

- 3.1. STAKEHOLDER MANAGEMENT PLAN for the identified scopes of work, for incorporation into General Contractor documentation.
- 3.2. Provide weekly STATUS REPORTS to owner for the identified scopes of work.
- 3.3. Provide SYSTEMS ACCEPTANCE AND COMMISSIONING REPORT for the identified scopes of work for integration into General Contractor documentation.
- 3.4. PROJECT CLOSEOUT CHECKLIST DOCUMENTATION for the identified scopes of work.

E. | ADDITIONAL CLARIFICATIONS |

1 TERMS & CONDITIONS

- 1.1. Inclusive package. Omitting any portion of this scope will affect coordination of all components and overall price.
- 1.2. Services shall be invoiced monthly as listed below. Fee breakdown allocates an estimated number of hours per staff member for each phase of the project.
- 1.3. Additional services request will be issued prior to exceeding fee schedule allocation below for any outstanding scope required for project completion.
- 1.4. Additional scope requested on behalf of the owner and not listed within this base proposal will be documented as ADDITIONAL SCOPE and notification of hours used on additional scope will be shown on monthly invoice.
- 1.5. Due to the nature of the project lifecycle, time reported and charged to the project will be allocated to a specific phase, however, all phases are available at any point during the project for time reporting. All time entry information will be listed as supplemental information with the invoice.
- 1.6. Consultant shall notify and request approval from owner prior to commencing services outside of this established scope.
- 1.7. This proposal and all previous versions and subsequent addendums or amendments including drafts contain confidential information and language deemed as intellectual property of the Consultant. It may be used solely for the execution of this Agreement by both parties. No part of this proposal, agreement or any subsequent drafts may be reproduced, altered, or distributed to any third party without the Consultant's express written authorization.
- 1.8. The following items are inclusive to the project fee proposal:

- Attendance, at minimum via phone/web conference, to all regularly scheduled design coordination, preconstruction and construction coordination meetings as they pertain to the consultant's scope of work.
- Communications (Fax, internet access and e-mail)
- Consumable project supplies (reprographic materials and plotting time, computer time, drafting/modeling time and various other physical project supplies)

F. Fee | BREAKDOWN

1 2019 - HOURLY RATE CHART (GSA SCHEDULE RATES – QUANTITY DISCOUNT)

STAFF LEVEL	HOURLY RATE	STAFF LEVEL	HOURLY RATE
PRINCIPAL	\$185.83	ASSISTANT ENGINEER	\$123.75
SR. ENGINEER	\$171.17	CAD / DRAFTING	\$79.20
PROJECT MANAGER	\$148.50	ADMINISTRATIVE	\$49.50

NOTE: GSA 1% quantity discount based on final contact amount > \$200,000. Discounted amount will be retroactively applied to final invoice if this requirement is not met.

2 ANTICIPATED PROJECT SCHEDULE

PROJECT PHASE	ESTIMATED START	ESTIMATED COMPLETE
SD SCHEMATIC DESIGN	MARCH 2020	APRIL 2020
DD DESIGN DEVELOPMENT	MAY 2020	JUNE 2020
CD CONSTRUCTION DOCUMENTS	JUNE 2020	AUGUST 2020
BID BIDDING & NEGOTIATION	SEPTEMBER 2020	OCTOBER 2020
CA CONSTRUCTION ADMINISTRATION	OCTOBER 2020	SEPTEMBER 2021
PM PROJECT MANAGEMENT	OCTOBER 2020	SEPTEMBER 2021

3 PROFESSIONAL FEES SCHEDULE

Inclusive package. Omitting any portion will affect coordination of all components and overall price.

	% ALLOCATION BY STAFF TYPE						QTY. OF HOURS INCLUDED BY PHASE / TASK	MAX. NTE Value
	PRIN./PM	SR. ENG	PM	ASST. ENG	CAD / DRAFTING	ADMIN		
SCHEMATIC DESIGN	15%	37%	7%	37%	0%	5%	137	\$20,269
DESIGN DEVELOPMENT	15%	15%	3%	19%	43%	5%	1,166	\$137,864
CONSTRUCTION DOCUMENTS	21%	21%	6%	21%	26%	5%	1,538	\$204,916
BID & NEGOTIATION	8%	21%	8%	41%	17%	5%	242	\$31,357
CONSTRUCTION ADMIN.	20%	25%	12%	39%	0%	5%	509	\$74,840
PROJECT MANAGEMENT	10%	10%	75%	0%	0%	5%	1,002	\$150,150
TOTALS							4,593	\$619,396

BILLING / INVOICE METHOD | TIME & EXPENSE

4 SUBCONSULTANT FEES SCHEDULE

Subconsultant fees to be billed direct to owner. Additional subconsultants based on owner direction/approval.

AUDIO VISUAL SYSTEM DESIGN SUBCONSULTANT

COST PLUS 20%

G. AUTHORIZATION | *Overview and Signatures*

PAYMENT TERMS:

PROFESSIONAL FEES | NET 30 DAYS FROM INVOICE
REIMBURSABLE EXPENSES | NET 10 DAYS FROM INVOICE

THE TERMS, FEES AND CONDITIONS NOTED HEREIN ARE HEREBY ACCEPTED AND AUTHORIZATION IS GRANTED FOR SERVICES TO COMMENCE.

FOR:

FOR:

H. Stephen Jones & Associates, Inc.

NAME:

NAME:

H. Stephen Jones

TITLE:

TITLE:

President

SIGNATURE: _____

SIGNATURE: _____

DATE: _____

DATE: _____



H. STEPHEN JONES AND ASSOCIATES, INC.

11945 San Jose Boulevard, Suite 201 | Jacksonville, FL | 32223 | www.hsjtech.com

**GENERAL SERVICES ADMINISTRATION
FEDERAL SUPPLY SERVICE
AUTHORIZED FEDERAL SUPPLY SCHEDULE PRICE LIST**

Federal Supply Schedule 84

**Total Solutions for Law Enforcement, Security, Facilities Management, Fire,
Rescue**

**Contract Number:
47QSWA19D007N**

**Period Covered by Contract:
June 12, 2019 - June 11, 2024**

H. Stephen Jones & Associates, Inc.

11945 San Jose Boulevard, Suite 201

Jacksonville, FL, 32223

Phone: 904-260-0024

<https://www.hsjtech.com/>

E-Mail: lisa@hsjtech.com

Business Size: Small Business

DUNS Number: 137290958

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage!, a menu-driven database system. The Internet address for GSA Advantage! is GSAAdvantage.gov. For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at fss.gsa.gov.

ORDERING INFORMATION

1a. Authorized Special Item Numbers (SINs):

SINs 246-52 (Professional Security/Facility Management Services); 246-60-1 (Security System Integration, Design, Management, and Life Cycle Support)

1b. Lowest priced model number and lowest unit price for that model for each SIN awarded in the contract: ***See attached pricing.***

1c. Hourly rates, a description of all corresponding commercial job titles, experience, functional responsibility and education for those types of employees or subcontractors who will perform services: ***See attached pricing.***

2. Maximum order: ***\$200,000***

3. Minimum order: ***\$100***

4. Geographic coverage (delivery area): ***Domestic***

5. Points of production: ***United States***

6. Discount from list prices or statement of net price: ***Government net prices***

7. Quantity discounts: ***1% for single purchase order at or above \$200,000***

8. Prompt payment terms: ***Net 30 days. Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions.***

9a. Government purchase cards **are accepted** below the micropurchase threshold.

9b. Government purchase cards **are not accepted** above the micropurchase threshold.

10. Foreign items (list items by country of origin): ***Not Applicable***

11a. Time of delivery: ***As negotiated at Task Order Level***

11b. Items available for expedited delivery: ***The Contractor shall deliver or perform services in accordance with the terms negotiated with the Ordering Activity.***

11c. Overnight and 2-day delivery: ***The Contractor shall deliver or perform services in accordance with the terms negotiated with the Ordering Activity.***

11d. Urgent Requirements: ***Contact Contractor***

12. F.O.B. Point: ***Not Applicable***

13a. Ordering address:

H. Stephen Jones & Associates, Inc.

11945 San Jose Boulevard, Suite 201

Jacksonville, FL, 32223

13b. Ordering Procedures: ***For supplies and services, the ordering procedures, and information on Blanket Purchase Agreements (BPA's) are found in Federal Acquisition Regulation (FAR) 8.405-3.***

14. Payment address: ***Same as ordering address***
15. Warranty provision: ***Not Applicable***
16. Export packing charges: ***Not Applicable***
17. Terms and conditions of Government purchase card acceptance (any thresholds above the micropurchase level): ***Contact Contractor***
18. Terms and conditions of rental, maintenance, and repair: ***Not Applicable***
19. Terms and conditions of installation: ***Not Applicable***
20. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices: ***Not Applicable***
- 20a. Terms and conditions for any other services: ***Not Applicable***
21. List of service and distribution points: ***Not Applicable***
22. List of participating dealers: ***Not Applicable***
23. Preventive maintenance: ***Not Applicable***
24. Environmental attributes, e.g., recycled content, energy efficiency, and/or reduced pollutants: ***Not Applicable***
25. Data Universal Number System (DUNS) number: ***137290958***
26. H. Stephen Jones & Associates, Inc. is registered in the System for Award Management database.

AUTHORIZED GSA SCHEDULE CONTRACT PRICING

SIN	Labor Category	GSA Price
246 52 246 60 1	Principal	\$187.71
246 52 246 60 1	Sr. Engineer	\$172.90
246 52 246 60 1	Project Manager	\$150.00
246 52 246 60 1	Assistant Engineer	\$125.00
246 52 246 60 1	BIM Manager / Lead Draftsman	\$80.00
246 52 246 60 1	Administrative**	\$50.00

SCA Matrix

SCA Eligible Contract Labor Category	SCA Equivalent Code Title	WD Number
Administrative	01020 - Administrative Assistant	2015-4539

The Service Contract Act (SCA) is applicable to this contract and it includes SCA applicable labor categories. The prices for the indicated (**) SCA labor categories are based on the U.S. Department of Labor Wage Determination Number(s) identified in the SCA matrix. The prices awarded are in line with the geographic scope of the contract (i.e. nationwide).

Principal

- General oversight of all company operations and direction.
- Develops and refines new directives and techniques to enhance quality and productivity.
- Establishes company performance guidelines and expectations.
- Directs in growth and new efforts to enhance the overall customer experience and satisfaction.
- Develops and maintains relationships with key suppliers, architects, owners, and customers.
- Leads and coordinates complex task/project teams.
- Develops and applies methods, theories, and research techniques in the investigation and solution of complex and advanced systems requiring the expert application of 30 years of acquired knowledge and experience.
- Reviews standards, codes, literature, patents, and current practices relevant to the projects.
- Recommends corrections in technical applications and analyses.
- Evaluates vendor capabilities to provide required products or services.
- Provides technical consultation to other organizations, agencies, and publications.
- Possess various industry certifications lending to the credibility and reliability of the company.

Minimum Education: Bachelor's Degree

Minimum Experience: 10 years

Sr. Engineer

- Provides research, design, cost estimation, development and testing of integrated security systems.
- Manages multiple simultaneous projects.
- Meets with stakeholders, analyzes customer information, required formats, cost constraints and security needs to determine best solution to meet their needs.
- Makes recommendations concerning existing systems and equipment and it's reuse where applicable as well as designing new integrated security systems that work seamlessly together.
- Develops documentation packages and partners with operations to plan and support system installation. Directs, reviews, and approves product design and changes.
- Provides budget cost estimates for customer for specified systems and Engineered design drawings for project proposals.
- Provides technical expertise in the development of procedures to monitor the functionality of the system ensuring that it operates in conformance with specifications.
- Consults with Managerial Team on project status, proposals, and technical issues such as software design and maintenance.
- Prepares reports and correspondence concerning project specifications, activities, and status updates. Confers with customer representatives, vendors, company management and staff to establish technical specifications and to determine subject material to be developed for publication.

Minimum Education: Bachelor's Degree

Minimum Experience: 10 years

Assistant Engineer

- Assist the Sr. Engineer in providing research, design, budget cost estimation, and development integrated security systems.
- Assist in managing multiple simultaneous projects.
- Analyzes customer information, required formats, cost constraints and security needs and offers additional input to determine best solution for their applications.
- Adds an extra layer of support and makes recommendations when required in assistance of the Design Engineer and Sr. Engineer.
- Consults with Managerial Team on project status, proposals, and technical issues such as software design and maintenance.
- Prepares reports and correspondence concerning project specifications, activities, and status updates. Confers with company management and staff to establish technical specifications as directed in order to determine subject material to be developed for publication.

Minimum Education: Bachelor's Degree

Minimum Experience: 3 years

BIM Manager / Lead Draftsman

- Part of the design team responsible for drafting plans in AutoCad and BIM360
- Responsible for quality control of all documents before they are submitted and published as deliverable to the client.
- Manages all design documents for all projects. Must keep accurate record of all files and drawing revisions.
- Responsible for maintaining timely drafts that meet the clients schedule.

Minimum Education: Bachelor's Degree

Minimum Experience: 8 years

Project Manager

- Responsible for the management of assigned projects and jobs
- Responsible in assisting Principal with the development of the Scope of Work, and then writes and submits project proposals.
- Responsible for maintaining project schedule from inception to completion.
- Develops quality control procedures and schedule at various levels of completion.
- Point of Contact for the client and provides regular project updates, as well as performing project site surveys.
- Quick to identify concerns or issues that may arise, works diligently to help provide solutions to solve problems.
- Supervises all project personnel throughout the lifecycle of the project.
- Responsible for final testing and commissioning of the systems.
- Responsible for documentation close out and submission of final checklist and warranty.

Minimum Education: Bachelor's Degree

Minimum Experience: 8 years

Administrative

- The Administrative Support individual directly supports the Program Manager or Project Manager by maintaining personnel and other files.
- Prepares correspondence and schedules, and coordinates travel.
- Prepares presentations, graphics and reports, as well as supporting the development of contract deliverables.
- The Administrative Support individual performs high level secretarial work under the general supervision of the Principal.
- Prepares monthly invoicing and directs daily bookkeeping.
- He/she types and proofreads correspondence, reports, and documentation, and maintains the filing system for the department.
- The Administrative Support individual answers telephones, responds to routine questions/requests, greets visitors, schedules meetings, distributes mail, and makes travel arrangements.

Minimum Education: Associates Degree

Minimum Experience: 3 years



PROPOSAL FOR ADDITIONAL SERVICES
PROPRIETARY AND CONFIDENTIAL

CLIENT:	JEA	DATE:	11.25.2020
PROJECT:	JEA Corporate Headquarters #1	PROPOSAL VERSION:	ASR 1
SCOPE SUMMARY	BUILDING AUTOMATION SYSTEM DESIGN ENGINEERING	PHASES:	DESIGN & OVERSIGHT OF CONSTRUCTION THROUGH COMMISSIONING (AS OWNER'S REP.)
CLIENT PROJECT ID:	TBD	HSJ PROJECT ID:	430-1902
PROJECT DIRECTOR:	Nancy Kilgo Veasey	PROJECT MANAGER:	Matt Poteet
EMAIL:	kilgna@jea.com	EMAIL:	potemd@jea.com
PHONE:	(904) 665-6439	PHONE:	(904) 625-6274

A. | Project | Definition & Understanding

1 PROJECT DESCRIPTION:

Project | JEA Corporate Headquarters (HQ#1) *Location* | 325 W. Adams St., Jacksonville, FL

Project will construct a new Corporate Headquarters for JEA in Downtown Jacksonville and connected, private parking garage for JEA's sole use. JEA will lease the building and garage in their entirety from LANDLORD listed herein. The office building will be seven stories with approx. 150,000 usable square feet of Class 1 office space. Parking structure similar in height with ability to park approx. 650 vehicles with 2nd floor "connector" between the two structures.

2 ADDITIONAL REQUESTED SERVICES:

HSJ will provide professional engineering and consulting services for the planning, design, coordination and owner's representation for oversight of construction and commissioning of new Building Automation and Controls System for the new HQ1 Office Building and Parking Structure. JEA's intent and goal of this portion of the overall project will provide a single, fully integrated and overarching system for command, control, monitoring, automation + reporting of the multiple building energy systems at the new facility. The BAS will provide one platform providing applicable functionality to downstream systems including safety and security, lighting, energy monitoring, HVAC controls along with various other building and office systems listed herein.

Pursuant to JEA request, HSJ to act as "Owner's Representative" for the identified scope of work established within this proposal. HSJ will provide design engineering services for the creation of construction documents (drawings and specifications) and submit to the project General Contractor for execution and incorporation into overall construction lifecycle.

HSJ will work with the various subcontractors and vendors as the owner's representative for coordination with internal JEA staff, oversight and subject matter expertise during construction with review and auditing of the commissioning process ensuring the execution and construction of the various system components and connections adhere to the design drawings, specifications and construction documentation.

HSJ will work with JEA teams for coordination of both JEA and AHJ building codes and standards for our assigned scope of design as well as coordinate with other design disciplines/firms for both "Core + Shell" (C+S) and "Tenant Improvement" (T.I.) phases of the design schedule.

3 BASIS OF SCOPE:

Documentation provided via email as well as review of existing minutes, notes and project programming documentation the owner's document management system.

4 DEFINITIONS:

OWNER / TENANT	JEA	21 W. CHURCH STREET JACKSONVILLE, FL 32202
PROJECT MGR / OWNER'S REP	CBRE	225 WATER STREET, SUITE 110 JACKSONVILLE, FL 32202
ARCHITECT (C+S)	RYAN COMPANIES US, INC. RYAN - Arch	201 NORTH FRANKLIN STREET, SUITE 3500 TAMPA, FL 33602
ARCHITECT (TI)	REYNOLDS, SMITH & HILLS, INC. RS&H	10748 DEERWOOD PARK BLVD S. JACKSONVILLE, FL 32256
GENERAL CONTRACTOR	RYAN COMPANIES US, INC. RYAN - GC	201 NORTH FRANKLIN STREET, SUITE 3500 TAMPA, FL 33602
CONSULTANT	H. STEPHEN JONES & ASSOCIATES, INC. HSJ	5836 RICHARD STREET JACKSONVILLE, FL 32216

B. | Scope of Services | *Per Phase*

5 DESIGN RESPONSIBILITY SCOPE MATRIX

THE FOLLOWING MATRIX SUMMARIZES HSJ'S TYPICAL OFFERINGS OF SCOPE INCLUDED IN THIS PROJECT & FEE PROPOSAL.

	DESIGN RESPONSIBILITY			TYPE OF INTEGRATION		
	ENGINEERING OF BASE CONNECTED (SUB) SYSTEM	CONNECTIONS, PANELS, WIRING FOR INTEGRATION INTO BAS	FUNCTIONALITY + USER REQUIREMENT DOCUMENTATION OF INTEGRATION	REPORT	REPORT & CONTROL	
BUILDING MANAGEMENT SYSTEM INTEGRATION PLATFORM	HSJ	HSJ	HSJ	-	-	
CONNECTED BUILDING (SUB) SYSTEM	HVAC SYSTEMS & CONTROL	MEP (C+S T.I.)	HSJ	HSJ	✓	
	LIGHTING SYSTEMS & CONTROLS	MEP (T.I.)	HSJ	HSJ	✓	
	FIRE SUPPRESSION SYSTEM	MEP (C+S T.I.)	HSJ	HSJ	✓	
	FIRE DETECTION SYSTEM	MEP (C+S T.I.)	HSJ	HSJ	✓	
	INTRUSION DETECTION/SECURITY MANAGEMENT	HSJ	HSJ	HSJ		✓
	POWER MONITORING	MEP (C+S T.I.)	HSJ	HSJ	✓	
	GAS SYSTEMS USAGE MONITORING	MEP (C+S T.I.)	HSJ	HSJ	✓	
	WATER USAGE MONITORING	MEP (C+S T.I.)	HSJ	HSJ	✓	
	COMPUTERIZED MAINTENANCE MANAGEMENT SYSTEM (CMMS)	HSJ	HSJ	HSJ	✓	
	BUILDING UPS MONITORING	HSJ	HSJ	HSJ		✓
	SOUND MASKING	HSJ	HSJ	HSJ		✓

C. | DELIVERABLES | *By Phase*

1 DESIGN DEVELOPMENT

- 1.1. Design Development DRAWINGS for owner comment.
- 1.2. Intended SPEC LISTING for review and comment.
- 1.3. PRODUCT recommendations and CUT SHEETS.

2 CONSTRUCTION DOCUMENTS

- 2.1. Final, Construction Document DRAWINGS.
- 2.2. Final, Construction Document SPECIFICATIONS.

3 PROJECT MANAGEMENT

- 3.1. STAKEHOLDER MANAGEMENT PLAN for the identified scopes of work, for incorporation into General Contractor documentation.
- 3.2. Provide weekly STATUS REPORTS to owner for the identified scopes of work.
- 3.3. Provide SYSTEMS ACCEPTANCE AND COMMISSIONING REPORT for the identified scopes of work for integration into General Contractor documentation.
- 3.4. PROJECT CLOSEOUT CHECKLIST DOCUMENTATION for the identified scopes of work.

D. | ADDITIONAL CLARIFICATIONS |

1 TERMS & CONDITIONS

- 1.1. Inclusive package. Omitting any portion of this scope will affect coordination of all components and overall price.
- 1.2. Services shall be invoiced monthly as listed below. Fee breakdown allocates an estimated number of hours per staff member for each phase of the project.
- 1.3. Additional services request will be issued prior to exceeding fee schedule allocation below for any outstanding scope required for project completion.
- 1.4. Additional scope requested on behalf of the owner and not listed within this base proposal will be documented as ADDITIONAL SCOPE and notification of hours used on additional scope will be shown on monthly invoice.
- 1.5. Due to the nature of the project lifecycle, time reported and charged to the project will be allocated to a specific phase, however, all phases are available at any point during the project for time reporting. All time entry information will be listed as supplemental information with the invoice.
- 1.6. Consultant shall notify and request approval from owner prior to commencing services outside of this established scope.
- 1.7. This proposal and all previous versions and subsequent addendums or amendments including drafts contain confidential information and language deemed as intellectual property of the Consultant. It may be used solely for the execution of this Agreement by both parties. No part of this proposal, agreement or any subsequent drafts may be reproduced, altered, or distributed to any third party without the Consultant's express written authorization.
- 1.8. The following items are inclusive to the project fee proposal:
 - Attendance, at minimum via phone/web conference, to all regularly scheduled design coordination, preconstruction and construction coordination meetings as they pertain to the consultant's scope of work.
 - Communications (Fax, internet access and e-mail)
 - Consumable project supplies (reprographic materials and plotting time, computer time, drafting/modeling time and various other physical project supplies)

E. Fee | BREAKDOWN

1 2019 - HOURLY RATE CHART (GSA SCHEDULE RATES – QUANTITY DISCOUNT)

STAFF LEVEL	HOURLY RATE	STAFF LEVEL	HOURLY RATE
PRINCIPAL	\$185.83	ASSISTANT ENGINEER	\$123.75
SR. ENGINEER	\$171.17	CAD / DRAFTING	\$79.20
PROJECT MANAGER	\$148.50	ADMINISTRATIVE	\$49.50

NOTE: GSA 1% quantity discount based on final contact amount > \$200,000. Discounted amount will be retroactively applied to final invoice if this requirement is not met.

2 PROFESSIONAL FEES SCHEDULE

PHASE	% ALLOCATION BY STAFF TYPE						QTY. OF HOURS INCLUDED BY PHASE / TASK
	PRIN./PM	SR. ENG	PM	ASST. ENG	CAD / DRAFTING	ADMIN	
DESIGN DEVELOPMENT	12%	15%	4%	17%	47%	5%	260
CONSTRUCTION DOCUMENTS	17%	20%	6%	24%	28%	5%	360
BID & NEGOTIATION	7%	16%	7%	52%	14%	5%	75
CONSTRUCTION ADMIN.	19%	29%	7%	41%	0%	5%	150
PROJECT MANAGEMENT	10%	10%	76%	0%	0%	5%	225
MAX. NOT TO EXCEED PROFESSIONAL SERVICES FEE ESTIMATE							\$148,500
BILLING / INVOICE METHOD TIME & EXPENSE INCLUSIVE PACKAGE. OMITTING ANY PORTION WILL AFFECT COORDINATION OF ALL COMPONENTS AND OVERALL PRICE.							

F. AUTHORIZATION | *Overview and Signatures*

PAYMENT TERMS:

PROFESSIONAL FEES | *NET 30 DAYS FROM INVOICE*
REIMBURSABLE EXPENSES | *NET 10 DAYS FROM INVOICE*

THE TERMS, FEES AND CONDITIONS NOTED HEREIN ARE HEREBY ACCEPTED AND AUTHORIZATION IS GRANTED FOR SERVICES TO COMMENCE.

FOR: _____ FOR: **H. Stephen Jones & Associates, Inc.**

NAME: _____ NAME: **H. Stephen Jones**

TITLE: _____ TITLE: **President**

SIGNATURE: _____ SIGNATURE: _____

DATE: _____ DATE: _____



Formal Bid and Award System

Award #5 January 14, 2021

Type of Award Request: CONTRACT INCREASE
Requestor Name: Smith, Thaliah D.
Requestor Phone: (904) 665-8165
Project Title: Underground Water, Wastewater and Reuse Grid Repair and Installation Services
Project Number: Various
Project Location: JEA
Funds: Capital
Budget Estimate: N/A

Scope of Work:

The scope of work for this contract is for a contractor to provide the personnel, equipment, and materials to complete task assignments on a time and materials or lump sum basis such as:

- Piping repairs (including valves and other appurtenances as well as vacuum and low pressure systems)
- Manhole installation & repairs (excluding liners/linings)
- Main extensions
- Service connections
- Air release valves (ARVs)
- Large meter installations

The work is being contracted out in order to supplement JEA’s Water/Wastewater Delivery and Collection maintenance services during peak workload times.

JEA IFB/RFP/State/City/GSA#: N/A
Purchasing Agent: Kruck, Daniel R.
Is this a Ratification?: NO

RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
PETTICOAT-SCHMITT CIVIL CONTRACTORS INC.	Aaron Browning	abrowning@petticoatschmitt.com	6380 Phillips Highway, Jacksonville, FL 32216	904-854-9204	\$1,500,000.00
J.B. COXWELL CONTRACTING INC.	Rob Paulger	robp@jbcowell.com	6741 Lloyd Road W. Jacksonville, FL 32254	904-421-4542	\$1,500,000.00
CALLAWAY CONTRACTING INC.	Jeremy Isbell	jeremy@callawaycontracting.com	10950 New Berlin Rd. Jacksonville, FL 32226	904-553-0220	\$1,500,000.00

Amount of Original Award: \$3,000,000.00
Date of Original Award: 11/15/2018
Change Order Amount: \$4,500,000.00

List of Previous Change Order/Amendments:

CPA#	Company	Amount	Date
178635	CALLAWAY CONTRACTING INC.	\$90,000.00	09/16/2019
178635	CALLAWAY CONTRACTING INC.	\$1,843,333.34	03/31/2020
178632	J.B. COXWELL CONTRACTING INC.	\$1,843,333.33	03/31/2020
178631	PETTICOAT-SCHMITT CIVIL CONTRACTORS INC.	\$1,843,333.33	03/31/2020

New Not-To-Exceed Amount: \$13,120,000.00
Length of Contract/PO Term: One Year w/Three (3) – 1 Yr. Renewals
Begin Date (mm/dd/yyyy): 12/01/2018
End Date (mm/dd/yyyy): 11/30/2021
Renewal Options: N/A
JSEB Requirement: N/A - Optional

Background/Recommendations:

Originally bid and approved by Awards Committee on 11/15/2018 in the amount of \$3,000,000.00 to the following contractors: Petticoat-Schmitt Civil Contractors Inc. (\$1,200,000.00), J.B. Coxwell Contracting Inc. (\$900,000.00) and Callaway Contracting Inc. (\$900,000.00). An increase of \$5,530,000.00 was approved by the Awards Committee on 03/31/2020 for FY20 work. A copy of the previous awards are attached as backup.

In December of 2020, JEA exercised the option to renew the three contracts for one year. Due to the holidays, we were unable to increase the dollar amount since that needed the Committee’s approval, so these increases are to cover the work to be performed during the one year renewal. This contract increase request is to increase the value of the three contracts to cover work during FY21. The work includes regular W/WW line work as well as galvanized pipe replacement. The award amount is the budgeted amount for construction services for the projected project usage.

Company	Current NTE	This Increase	New NTE
PETTICOAT-SCHMITT CIVIL CONTRACTORS INC.	\$3,043,333.33	\$1,500,000.00	\$4,543,333.33
J.B. COXWELL CONTRACTING INC.	\$2,743,333.33	\$1,500,000.00	\$4,243,333.33
CALLAWAY CONTRACTING INC.	\$2,833,333.34	\$1,500,000.00	\$4,333,333.34

Request approval to award a contract increase to Petticoat-Schmitt Civil Contractors Inc. (\$1,500,000.00), J.B. Coxwell Contracting Inc. (\$1,500,00.00) and Callaway Contracting Inc. (\$1,500,00.00), for construction services for Underground Water, Wastewater and Reuse Grid Repair and Installation Services in the amount of \$4,500,000.00, for a new not-to-exceed amount of \$13,120,000.00, subject to the availability of lawfully appropriated funds.

Director: Scheel, Jackie – Dir W/WW Reuse Delivery & Collection
GM: Vu, Hai X. – Interim GM Water/Wastewater Systems

APPROVALS:

Chairman, Awards Committee

Date

Budget Representative

Date



Formal Bid and Award System

Award #11 March 31, 2020

Type of Award Request: CONTRACT INCREASE
Request #: 6803
Requestor Name: Smith, Thaliah D.
Requestor Phone: (904) 665-8165
Project Title: Underground Water, Wastewater and Reuse Grid Repair and Installation Services
Project Number: Various
Project Location: JEA
Funds: Capital
Budget Estimate: N/A

Scope of Work:

The scope of work for this contract is for a contractor to provide the personnel, equipment, and materials to complete task assignments on a time and materials or lump sum basis such as:

- Piping repairs (including valves and other appurtenances as well as vacuum and low pressure systems)
- Manhole installation & repairs (excluding liners/linings)
- Main extensions
- Service connections
- Air release valves (ARVs)
- Large meter installations

The work is being contracted out in order to supplement JEA's Water/Wastewater Delivery and Collection maintenance services during peak workload times. JEA had previously bid out these services as unit price per service and did not find the results acceptable to move forward with an award, specifically the contractors priced too much risk into their unit prices. As a result, JEA solicited the services as time and material, which provides JEA the ability to compare specific standard rates (price certainty on rates) between companies.

JEA IFB/RFP/State/City/GSA#: N/A
Purchasing Agent: Kruck, Daniel R.
Is this a Ratification?: NO

RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
PETTICOAT-SCHMITT CIVIL CONTRACTORS INC.	Aaron Browning	abrowning@petticoatschmitt.com	6380 Phillips Highway, Jacksonville, FL 32216	904-854-9204	\$1,843,333.33
J.B. COXWELL CONTRACTING INC.	Rob Paulger	robpa@jbcowell.com	6741 Lloyd Road W. Jacksonville FL 32254	904-421-4542	\$1,843,333.33

CALLAWAY CONTRACTING INC.	Jeremy Isbell	jeremy@callawaycontracting.com	10950 New Berlin Rd. Jacksonville FL 32226	904-553-0220	\$1,843,333.34
---------------------------	---------------	--------------------------------	--	--------------	----------------

Amount of Original Award: \$3,000,000.00

Date of Original Award: 11/15/2018

Change Order Amount: \$5,530,000.00

List of Previous Change Order/Amendments:

CPA#	Company	Amount	Date
178635	CALLAWAY CONTRACTING INC.	\$90,000.00	09/16/2019

New Not-To-Exceed Amount: \$8,620,000.00

Length of Contract/PO Term: One Year w/Two (2) – 1 Yr. Renewals

Begin Date (mm/dd/yyyy): 12/01/2018

End Date (mm/dd/yyyy): 11/30/2020

Renewal Options: One (1) – 1 Yr. Renewal

JSEB Requirement: N/A - Optional

Background/Recommendations:

Originally bid and approved by Awards Committee on 11/15/2018 in the amount of \$3,000,000.00 to the following contractors: Petticoat-Schmitt Civil Contractors Inc. (\$1,200,000.00), J.B. Coxwell Contracting Inc. (\$900,000.00) and Callaway Contracting Inc. (\$900,000.00). A copy of the original award is attached as backup.

In December of 2019, the three (3) contracts were administratively extended for one year. This contract increase request is to increase the value of the three contracts to cover work during FY20 and part of FY21. The work includes regular W/WW line work, galvanized pipe replacement and a chilled water line to the new headquarters building. The budget items are attached as backup. The award amount is the budgeted amount for construction services for these projects.

Request approval to award a contract increase to Petticoat-Schmitt Civil Contractors Inc. (\$1,843,333.33), J.B. Coxwell Contracting Inc. (\$1,843,333.33) and Callaway Contracting Inc. (\$1,843,333.34), for construction services for Underground Water, Wastewater and Reuse Grid Repair and Installation Services in the amount of \$5,530,000.00, for a new not-to-exceed amount of \$8,620,000.00, subject to the availability of lawfully appropriated funds.

Manager: Chascin, Kenneth – Mgr W/WW Reuse Delivery & Coll Maint Planning & Eng

Director: Scheel, Jackie – Dir W/WW Reuse Delivery & Collection

VP: Calhoun, Deryle – VP/GM Water/Wastewater Systems

APPROVALS:

 03/31/2020

Chairman, Awards Committee **Date**

Laure A Whitmer 3/31/2020

Budget Representative **Date**



Formal Bid and Award System

Award #8 November 15, 2018

Type of Award Request: INVITATION TO NEGOTIATE (ITN)
Request #: 6325
Requestor Name: Chascin, Ken, Mgr W/WW Reuse Delivery & Coll Maint Planning & Eng
Requestor Phone: (904) 665-6185
Project Title: Underground Water, Wastewater and Reuse Grid Repair and Installation Services
Project Number: 8005184, 8005153 (Capital 19321011, 19221006), (O&M CC 30110 Line 430)
Project Location: JEA Territory
Funds: O&M & Capital
Budget Estimate: \$3,000,000.00
Scope of Work:

The scope of work for this contract is for a contractor to provide the personnel, equipment, and materials to complete task assignments on a time and materials or lump sum basis such as:

- Piping repairs (including valves and other appurtenances as well as vacuum and low pressure systems)
- Manhole installation & repairs (excluding liners/linings)
- Main extensions
- Service connections
- Air release valves (ARVs)
- Large meter installations

The work is being contracted out in order to supplement JEA's Water/Wastewater Delivery and Collection maintenance services during peak workload times. JEA had previously bid out these services as unit price per service and did not find the results acceptable to move forward with an award, specifically the contractors priced too much risk into their unit prices. As a result, JEA solicited the services as time and material, which provides JEA the ability to compare specific standard rates (price certainty on rates) between companies.

JEA IFB/RFP/State/City/GSA#: 132-18
Purchasing Agent: Lovgren, Rodney
Is this a Ratification?: NO

RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
PETTICOAT-SCHMITT CIVIL CONTRACTORS INC	Aaron Browning	abrowning@petticoatschmitt.com	6380 Phillips Highway, Jacksonville, FL 32216	904-854-9204	\$1,200,000.00
J.B. COXWELL CONTRACTING INC.	Rob Paulger	robpc@jbcowwell.com	6741 Lloyd Road W. Jacksonville FL 32254	904-421-4542	\$900,000.00
CALLAWAY CONTRACTING	Jeremy Isbell	Jeremy@callawaycontracting.com	10950 New Berlin Rd. Jacksonville FL 32226	904-553-0220	\$900,000.00

INC.					
------	--	--	--	--	--

Amount for entire term of Contract/PO:	\$3,000,000.00
Award Amount for remainder of this FY:	\$2,500,000.00
Length of Contract/PO Term:	One Year w/ Two (2) – 1Yr. Renewals
Begin Date (mm/dd/yyyy):	12/01/2018
End Date (mm/dd/yyyy):	11/30/2019
Renewal Options:	Yes - Two (2) – 1Yr. Renewals
JSEB Requirement:	N/A - Optional

BIDDERS:

Company Name	First Round	BAFO	Rank
PETTICOAT-SCHMITT CIVIL CONTRACTORS INC.	\$3,476,659.12	\$3,359,965.65	1
J.B. COXWELL CONTRACTING INC.	\$3,571,248.53	\$3,571,247.52	2
CALLAWAY CONTRACTING INC.	\$3,758,766.43	\$3,592,012.50	3

Background/Recommendations:

Advertised on 09/10/2018. Four (4) companies attended the mandatory pre-response meeting held on 07/27/2018. At Response opening on 08/14/2018, JEA received three (3) Responses. All three (3) companies were short-listed. After negotiation meetings were held, all three (3) companies were invited to submit Best and Final Offers (BAFO). JEA evaluated the companies on price (100 points). All three (3) companies were deemed to be responsive and responsible Respondents. A copy of the Response Form and Workbook are attached as backup.

The award estimate (hours and equipment forecast used in the Bid Workbook) was based on JEA crews performing the same volume of work in one (1) year time period.

Petticoat-Schmitt lowered their price by \$116,693.47 in the BAFO round or 3.5%, and Callaway lowered their price by \$166,753.93 in the BAFO round or 4.6%, for a total BAFO savings of \$283,448.41. There is not an incumbent to compare rates to for this work; however, JEA tracks General Construction rates for various contracts and deems these rates to be reasonable.

Prices are fixed for the term of the contract. The workload is expected to be relatively balanced over the contract term. Petticoat-Schmitt was awarded a slightly higher amount as their overall rates were the lowest and the business will use them as the first contact on T&M work. Additionally, the companies may be asked to competitively lump sum bid some small maintenance and repair work with defined work scopes.

132-18 - Request approval to award contracts for underground water, wastewater repair services to Petticoat-Schmitt for \$1,200,000.00, JB Coxwell for \$900,000.00 and to Callaway Contracting for

\$900,000.00, for a not-to-exceed amount of \$3,000,000.00, subject to the availability of lawfully appropriated funds.

Director: Scheel, Jackie B – Dir W/WW Reuse Delivery & Collection
VP: Calhoun, Deryle I. – VP/GM Water Wastewater Systems

APPROVALS:

 11/15/18

Chairman, Awards Committee **Date**

 11/15/18

Manager, Capital Budget Planning **Date**

Index Number	Index Title	FY20 Spend	FY21 Spend
101-41	OM - Galvanized Pipe Replacement - Program	\$300,000.00	\$749,096.00
175-W	OM - Water Delivery System R&R	\$300,000.00	\$750,000.00
175-S	OM - Sewer Collection System R&R	\$600,000.00	\$1,500,000.00
428-124	DES - Downtown - Chilled Water Extension - New JEA Office & Ed Ball Building	\$200,000.00	\$1,130,904.00



Formal Bid and Award System

Award #6 January 14, 2021

Type of Award Request: BID (IFB)
Request #: 6873
Requestor Name: Betancur, Maria A.
Requestor Phone: (904) 665-7215
Project Title: Subsurface evaluation for Downtown – Extend Chilled Water System to New JEA Office & Ed Ball Building
Project Number: 8006299
Project Location: JEA
Funds: Capital
Budget Estimate: \$3,466,645.00

Scope of Work:

The scope of work for this project is for construction services to provide chilled water to the new JEA headquarters building and the City of Jacksonville Ed Ball building from JEA’s Downtown Chilled Water Plant, however the \$100,000.00 amount of this award is only for subsurface evaluation, not the full construction bid.

This project will require approx. 900 linear feet (LF) of insulated pipe to the new JEA headquarters building (HQ), and approx. 500 LF of insulated pipe to the Ed Ball Building via open cut method.

This project will extend the existing chilled water distribution system to the new JEA HQ location and the City of Jacksonville (COJ) Ed Ball Building. This includes construction of approx. 450 LF of insulated Ductile Iron (DI) 16-inch (900 LF of pipe, total, for the supply and return mains) by open cut along Duval St. and Julia St., approx. 300 LF of insulated D.I. 8-inch (600 LF of pipe, total, for the supply and return mains) by open cut along Monroe St. to the New JEA HQ building, approx.. 250 LF of insulated D.I. 12-inch (500 LF of pipe, total, for the supply and return mains) by open cut along Monroe St. to the Ed Ball Building.

JEA IFB/RFP/State/City/GSA#: 086-20
Purchasing Agent: King, David
Is this a Ratification?: NO

RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
T B LANDMARK CONSTRUCTION, INC.	Martin Adams	estimating@tlandmark.com	11220 New Berlin Road, Jacksonville, FL 32226	(904) 751-1016	\$100,000.00

Amount for entire term of Contract/PO: \$100,000.00
Award Amount for remainder of this FY: \$100,000.00
Length of Contract/PO Term: Project Completion
Begin Date (mm/dd/yyyy): 01/19/2021
End Date (mm/dd/yyyy): Project Completion (Expected: July 2021)
JSEB Requirement: Three Percent (3%) Goal
Comments on JSEB Requirements:
Donna J. Hamilton (Materials) - 3%

BIDDERS:

Name	Amount
T B LANDMARK CONSTRUCTION, INC.	\$5,549,319.00

Background/Recommendations:

Advertised on 10/8/2020. Three (3) prime contractors attended the mandatory pre-bid meeting held on 10/15/2020. At Bid opening on 11/23/2020, JEA received one (1) Bid. Non bidders (J. B. Coxwell Contracting Inc. and JD Hinson Company) listed project complexities, such as expected utility conflicts and night time work requirements, as reasons not to bid. Low bidder participation is also due to the uniqueness of the project, chilled water main installation in the right-of-way is uncommon in our area and only a few companies have experience installing the mains. T B Landmark Construction, Inc. is the lowest responsive and responsible Bidder. A copy of the Bid Form and Workbook are attached as backup.

The bid amount of \$5,549,319.00 is approximately 60% higher than the budget estimate of \$3,466,645.00. The reasons for the variance include higher than the estimated unit prices, accounting for the hazards of the project construction during restricted work hours and the congested downtown utility corridor. Most of the increases are due to cost of material from night deliveries and premium labor costs due to restricted work hours as well as slow installation because of the congested corridor.

The bid amounts were reviewed by JEA and deemed reasonable given the complexity and additional utility conflicts. However, staff has been working with T B Landmark for potential areas to value engineer and find cost saving items on the project, such as reducing the number of work zones that will require restricted work hours and the feasibility of changing the method of pipeline installation from the open cut method to horizontal directional drill for some sections of the project.

After initial discussions with TB Landmark, it was determined that exploratory excavations would be needed at three locations along the pipeline route to determine the exact location and types of existing utilities in order to select the most feasible pipeline installation method. The following locations were determined to be the most critical along the corridor: 1) at the existing chilled water connection point located on Duval St., between Julia and Pearl St., 2) at the intersection of Julia and Duval St. and 3) at the intersection Monroe and Julia St.

Since the bid for the construction is much higher than estimated, JEA is pausing to evaluate if extending the chilled water mains is the best option for JEA, COJ and our ratepayers; this request is for the exploratory excavations only. Awarding the exploratory excavations serves two purposes:

1. Minimizes delay of construction of chilled water mains if JEA eventually decides to pursue this project.
2. Provides better understanding of location and density of buried utilities, which should reduce contractor risks, and potentially reduce construction costs.

Some of the exploratory excavation work at the connection point in Duval St. between Julia and Pearl St. is already included in the bid form as an allowance (lines 98 and 104 on bid form). The existing chilled water pipeline is approximately 14 feet deep and during design, the subsurface utility excavation (SUE) attempts to locate the pipe were unsuccessful. The SUE subcontractor's equipment could only reach to a depth of 9 feet and found a layer of concrete blocking the proposed tie-in locations. Therefore, the exact pipe material and depth is currently unknown.

This project must be completed by July 2021, in order to not impact the construction schedule for the new JEA headquarters. Therefore, this award is to award \$100,000.00 of the current bid price received from T B Landmark for exploratory excavation work. The contract allows for early termination for convenience if JEA decides not to pursue the full scope of the project.

086-20 – Request approval to award a contract to T B Landmark Construction, Inc. for construction services for the Downtown – Extend Chilled Water System to New JEA Office & Ed Ball Building project in the amount of \$100,000 subject to the availability of lawfully appropriated funds.

Manager: DiMeo, Elizabeth A. - Mgr W/WW Project Management
Director: Conner, Sean M - Dir W/WW Project Engineering & Construction
GM: Vu, Hai X. - Interim GM Water Wastewater Systems

APPROVALS:

Chairman, Awards Committee **Date**

Budget Representative **Date**

Addendum 3 Appendix B - Bid Form
086-20 Downtown - Extend Chilled Water System to New JEA Office & Ed Ball Building

Submit the Bid electronically as described in section 1.1.3 of the Solicitation.

Company Name: T B Landmark Construction, Inc.

Company's Address: 11220 New Berlin Road, Jacksonville, FL 32226

License Number: CGC060694/CUC057226

Phone Number: 904-751-1016 FAX No: 904-751-4125 Email Address: estimating@tbleandmark.com

BID SECURITY REQUIREMENTS <input type="checkbox"/> None required <input checked="" type="checkbox"/> Certified Check or Bond (Five Percent (5%))	TERM OF CONTRACT <input type="checkbox"/> One Time Purchase <input type="checkbox"/> Annual Requirements <input checked="" type="checkbox"/> Other, Specify - Project Completion
---	--

SAMPLE REQUIREMENTS <input checked="" type="checkbox"/> None required <input type="checkbox"/> Samples required prior to Bid Opening <input type="checkbox"/> Samples may be required subsequent to Bid Opening	SECTION 255.05, FLORIDA STATUTES CONTRACT BOND <input type="checkbox"/> None required <input checked="" type="checkbox"/> Bond required 100% of Bid Award
---	--

QUANTITIES <input type="checkbox"/> Quantities indicated are exacting <input checked="" type="checkbox"/> Quantities indicated reflect the approximate quantities to be purchased Throughout the Contract period and are subject to fluctuation in accordance with actual requirements.	INSURANCE REQUIREMENTS Insurance required
--	--

PAYMENT DISCOUNTS <input type="checkbox"/> 1% 20, net 30 <input type="checkbox"/> 2% 10, net 30 <input type="checkbox"/> Other _____ <input checked="" type="checkbox"/> None Offered	
--	--

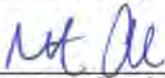
ENTER YOUR BID FOR SOLICITATION 086-20	TOTAL BID PRICE
Total Bid Price for the Project (enter total from cell G120 in the Bid Workbook)	\$ 5,549,319.00

I have read and understood the Sunshine Law/Public Records clauses contained within this solicitation. I understand that in the absence of a redacted copy my proposal will be disclosed to the public "as-is".

BIDDER CERTIFICATION

By submitting this Bid, the Bidder certifies that it has read and reviewed all of the documents pertaining to this Solicitation, that the person signing below is an authorized representative of the Bidding Company, that the Company is legally authorized to do business in the State of Florida, and that the Company maintains in active status an appropriate contractor's license for the work (if applicable). The Bidder also certifies that it complies with all sections (including but not limited to Conflict Of Interest and Ethics) of this Solicitation.

We have received addenda _____
_____ 1 through _____ 3



 Handwritten Signature of Authorized Officer of Company or Agent

11/24/20
_____ Date

 Martin Adams, General Manager
 Printed Name and Title

086-20 Addendum 3 Appendix B - Bid Workbook
Downtown - Extend Chilled Water System to New JEA Office & Ed Ball Building
 (Only complete the Prices in Yellow Cells)

*Unless otherwise noted, this column refers to paragraphs/sections found in the latest edition of the JEA's Water & Sewer Standards Manual. This document can be found on www.jea.com.
 **Reference found in this solicitation.
 ***Refer to 086-20 Appendix A - Technical Specifications

Item No.	Spec. Num.	Est. Qty.	Unit	Description	Unit Price	Total Price
1	801.XIII.1, 305 II.3.6.2, ***	553	LF	16" Chilled Water Main West Monroe JEA Office		
2	801.XIII.1, 305 II.3.6.2, ***	553	LF	16" CLDI Pipe Class 350 TR-FLEX or FLEX Ring restrained DIP push on joints	\$475.00	\$262,675.00
3	801.XIII.6, 305	30	EA	16" Pipe Insulation with all Service Jacket (3' per Fitting)	\$103.00	\$25,950.00
4	801.XIII.2, 305, ***	4	EA	16" Restraints - All pipe, fittings and valves to be restrained	\$652.00	\$2,568.00
5	801.XIII.2, 305, ***	9	EA	16" 90 Deg Ell CLDI C153 Cl 350 Mech It - Field Insulated	\$2,575.00	\$10,800.00
6	801.XIII.2, 305, ***	9	EA	16" 45 Deg Ell CLDI C153 Cl 350 Mech It - Field Insulated	\$2,480.00	\$22,560.00
7	801.XIII.2, 305, ***	2	EA	16" 27.5 Deg Ell CLDI C153 Cl 350 Mech It (Contingency) - Field Insulated	\$2,570.00	\$5,140.00
8	801.XIII.2, 305, ***	2	EA	16" 11.25 Deg Ell CLDI C153 Cl 350 Mech It (Contingency) - Field Insulated	\$2,568.00	\$5,136.00
9	801.XIII.2, 305, ***	2	EA	16" Straight Tee CLDI C153 Cl 350 Mech It - Field Insulated	\$3,500.00	\$7,000.00
10	801.XIII.2, 305, ***	5	EA	16" Gate Valve Mech It. with Box and Cover - Field Insulated	\$4,750.00	\$23,750.00
11	801.XIII.2, 305, ***	2	EA	16" Cap DI C153 Cl 350 Mech It	\$2,642.00	\$5,284.00
12	801.IX.1, 407, 408	727	SY	Asphalt Pavement Removal	\$135.00	\$98,145.00
13	801.IX.2, 407	727	SY	Case In Pavement Repair	\$145.00	\$105,415.00
14	801.IX.1, 2, 407	80	LF	Remove 30" RCP Pipe (Contingency)	\$142.00	\$11,360.00
15	801.IX.1, 2, 407	150	LF	Install 30" RCP Pipe, City Standard (Contingency)	\$225.00	\$33,800.00
16	801.IX.1, 2, 407	150	LF	Remove 20" RCP	\$76.00	\$11,400.00
17	801.XVI.1, 2, 5	60	LF	Remove and replace 6" Sewer Service (Contingency)	\$246.00	\$14,760.00
18	801.XIII.8	2	EA	Remove & Replace Water Service 1"-2" (Contingency)	\$4,000.00	\$8,000.00
19	***	4	EA	8"X2" service saddle w/ poly and corp stop	\$2,376.00	\$9,504.00
20	***	2	EA	8" Expansion Joint Mech It. With Polywrap and Field Insulation	\$7,852.00	\$15,704.00
21	***	1	LS	Connect to New JEA HQ Building	\$33,678.00	\$33,678.00
22	801.XIII.1, 305 II.3.6.2, ***	435	LF	12" Chilled Water Main West Monroe Ed Ball Bldg		
23	801.XIII.1, 305 II.3.6.2, ***	435	LF	12" CLDI Pipe Class 350 TR-FLEX or FLEX Ring restrained DIP push on joints	\$603.00	\$262,305.00
24	801.XIII.6, 305	22	EA	12" Pipe Insulation with all Service Jacket (3' per Fitting)	\$175.00	\$3,825.00
25	801.XIII.2, 305, ***	5	EA	12" Restraints - All pipe, fittings and valves to be restrained	\$866.00	\$4,330.00
26	801.XIII.2, 305, ***	5	EA	12" Gate Valve Mech It. Includes Mag. A-Lugs w/ box and cover (Contingency) - Field Insulated	\$7,500.00	\$37,500.00
27	801.XIII.2, 305, ***	4	EA	12" 90 Deg Ell CLDI C153 Cl 350 Mech It - (Contingency) - Field Insulated	\$3,600.00	\$14,400.00
28	801.XIII.2, 305, ***	4	EA	12" 45 Deg Ell CLDI C153 Cl 350 Mech It - (Contingency) - Field Insulated	\$3,850.00	\$15,400.00
29	801.XIII.2, 305, ***	1	EA	12" 27.5 Deg Ell CLDI C153 Cl 350 Mech It - (Contingency) - Field Insulated	\$3,621.00	\$3,621.00
30	801.XIII.2, 305, ***	1	EA	12" 11.25 Deg Ell CLDI C153 Cl 350 Mech It - (Contingency) - Field Insulated	\$3,621.00	\$3,621.00
31	801.XIII.2, 305, ***	2	EA	12" Cap DI C153 Cl 350 Mech It	\$3,540.00	\$7,080.00
32	801.IX.1, 407, 408	480	SY	12" Straight Tee CLDI C153 Cl 350 Mech It. Field Insulated	\$4,500.00	\$2,160.00
33	801.IX.2	480	SY	Case In Pavement Repair	\$145.00	\$69,600.00
34	801.X.4, 491, 497, ***	322	SY	Remove Brick Pavers, Sidewalk	\$14.00	\$4,508.00
35	801.X.4, 491, ***	322	SY	Replace or reinstall Brick Pavers, City Standard	\$26.00	\$8,372.00
36	801.IX.5.6	629	SY	1 1/2" Mill & Overlay	\$40.00	\$25,160.00
37	801.X.3, 491, 407	45	LF	Remove Concrete Curb and Gutter	\$25.00	\$1,125.00
38	801.X.6, 491	45	LF	Replace Concrete Curb and Gutter, City Standard	\$60.00	\$2,700.00
39	801.X.1, 491, 407	165	SY	Removal of Concrete Sidewalk	\$12.00	\$1,980.00
40	801.X.4, 491, ***	165	SY	Replace Concrete Sidewalk, City Standard	\$55.00	\$9,075.00
41	801.XVI.1, 2, 5	60	LF	Remove and replace 6" Sewer Service (Contingency)	\$250.00	\$15,000.00
42	***	2	EA	12" Expansion Joint Mech It. With Polywrap and Field Insulation	\$9,583.00	\$19,166.00
43	801.XIII.1, 305 II.3.6.2, ***	885	LF	16" Chilled Water Main W Duval and N Julia		
44	801.XIII.1, 305 II.3.6.2, ***	120	LF	16" CLDI Pipe Class 350 TR-FLEX or FLEX Ring restrained DIP push on joints	\$722.00	\$86,640.00
45	801.XIII.1, 305 II.3.6.2, ***	120	LF	16" CLDI Pipe Class 350 TR-FLEX or FLEX Ring restrained DIP push on joints (Contingency)	\$1,050.00	\$126,000.00
46	801.XIII.6, 305	45	EA	16" Pipe Insulation with all Service Jacket (3' per Fitting)	\$208.00	\$9,360.00
47	801.XIII.2, 305, ***	45	EA	16" Restraints - All pipe, fittings and valves to be restrained	\$1,985.00	\$89,325.00
48	801.XIII.2, 305, ***	6	EA	16" 90 Deg Ell CLDI C153 Cl 350 Mech It - Field Insulated	\$1,985.00	\$11,910.00
49	801.XIII.2, 305, ***	6	EA	16" 45 Deg Ell CLDI C153 Cl 350 Mech It - Field Insulated	\$4,853.00	\$29,118.00
50	801.XIII.2, 305, ***	10	EA	16" 27.5 Deg Ell CLDI C153 Cl 350 Mech It - Field Insulated	\$4,380.00	\$43,800.00
51	801.XIII.2, 305, ***	16	EA	16" 11.25 Deg Ell CLDI C153 Cl 350 Mech It - Field Insulated (Contingency)	\$4,580.00	\$73,280.00
52	801.XIII.2, 305, ***	2	EA	16" 27.5 Deg Ell CLDI C153 Cl 350 Mech It. Field Insulated (Contingency)	\$4,495.00	\$8,990.00
53	801.XIII.2, 305, ***	2	EA	16" Straight Tee CLDI C153 Cl 350 Mech It - Field Insulated	\$6,512.00	\$13,024.00
54	801.XIII.2, 305, ***	2	EA	16" X 8" Tee CLDI C153 Cl 350 Mech It - Field Insulated	\$6,425.00	\$12,850.00
55	801.XIII.2, 305, ***	2	EA	16" X 12" Tee CLDI C153 Cl 350 Mech It - Field Insulated	\$6,500.00	\$13,000.00
56	801.XIII.2, 305, ***	2	EA	16" Tee CLDI C153 Cl 350 Mech It - Field Insulated	\$6,250.00	\$12,500.00
57	801.XIV.3, 305, ***	9	EA	16" Gate Valve Mech It. Incl. with Box and Cover - Field Insulated	\$9,500.00	\$85,500.00
58	801.XIII.10, 305, ***	2	EA	16" Line Stop (Contingency)	\$43,000.00	\$86,000.00
59	801.XIV.4, 305	2	EA	16" Sleeve (Contingency)	\$12,500.00	\$25,000.00
60	801.II.1, 2	16	LF	Remove 18" RCP	\$250.00	\$4,000.00
61	801.XI.1, 2	16	LF	Install 18" RCP Pipe, City Standard	\$381.00	\$6,096.00
62	801.IX.1, 407, 408	1482	SY	Asphalt Pavement Removal	\$145.00	\$214,890.00
63	801.IX.2	1482	SY	Case In Pavement Repair	\$165.00	\$244,530.00
64	801.IX.5.6	1816	SY	1 1/2" Mill & Overlay and Striping	\$35.00	\$63,560.00
65	801.X.3, 491, 407	596	LF	Remove Concrete Curb and Gutter, City Standard	\$32.00	\$19,072.00
66	801.X.6, 491	596	LF	Replace Concrete Curb and Gutter, City Standard	\$58.00	\$34,568.00
67	801.X.1, 491, 407	328	SY	Removal of Concrete Sidewalk	\$12.00	\$3,936.00
68	801.X.4, 491, ***	328	SY	Replace Concrete Sidewalk, City Standard	\$59.00	\$19,352.00
69	801.III.1, 2, 407	20	LF	Remove 15" RCP Pipe	\$158.00	\$3,160.00
70	801.XI.1, 2	20	LF	Install 15" RCP Pipe, City Standard	\$293.00	\$5,860.00
71	801.III.1, 2, 407	16	LF	Remove 18" RCP Pipe	\$198.00	\$3,168.00
72	801.XI.1, 2	16	LF	Install 18" RCP Pipe, City Standard	\$344.00	\$5,504.00
73	801.II.1, 2, 407	318	LF	Remove 24" RCP Pipe	\$74.00	\$23,532.00
74	801.XI.1, 2	318	LF	Install 24" RCP Pipe	\$128.00	\$40,704.00
75	801.XVI	80	LF	Remove and replace 8" Sewer main (Contingency) Includes by-passing and couplings	\$300.00	\$24,000.00
76	801.XIII.8	2	EA	Remove and replace 1"-2" Water Service (Contingency)	\$2,950.00	\$5,900.00
77	801.XVI.1, 2, 5	60	LF	Remove and replace 6" Sewer Service (Contingency)	\$308.00	\$18,480.00
78	***	4	EA	16" Expansion Joint Mech It. With Polywrap and Field Insulation	\$12,500.00	\$50,000.00
79	801.XIII.2, ***	2	EA	16" Cap DI C153 Cl 350 Mech It	\$3,998.00	\$7,996.00
80	801.XII.1, 2, XII.3, 2, 407	1	LS	Remove and replace existing drainage MH to CDS standards (C-2)	\$35,750.00	\$35,750.00
Fiber Optics						
81	JEA Underground Electric Distribution Std.	4	CV	Concrete Encasement of Conduit (Contingency)	\$600.00	\$2,400.00
82	JEA Underground Electric Distribution Std.	991	LF	4" HDPE DR 13.5 conduit with three 1" inner ducts	\$42.00	\$41,622.00
83	JEA Underground Electric Distribution Std.	991	LF	Locate Wire B12 Insulated includes terminations	\$5.00	\$4,955.00
84	JEA Underground Electric Distribution Std.	991	LF	Magnetic FOC Warning Marker tape	\$5.00	\$4,955.00
85	JEA Underground Electric Distribution Std.	4	EA	Installation Fiber Optic Vault (MANHO 008) (JEA to supply materials only) Labor and installation	\$1,500.00	\$6,000.00
86	JEA Underground Electric Distribution Std.	2,973	LF	3" Smooth Wall fiber ducts	\$27.00	\$80,271.00
87	JEA Underground Electric Distribution Std.	744	LF	1445 Fiber Optic Cable (CAIUF 144) (JEA to supply materials only) Labor and installation	\$12.00	\$8,928.00
88	JEA Underground Electric Distribution Std.	247	LF	244 Fiber Optic Cable (CAIUF 074) (JEA to supply materials only) Labor and installation	\$32.00	\$7,904.00
89	JEA Underground Electric Distribution Std.	6	EA	Fiber Curb Marker (MARCB 001) (JEA to supply materials only) Labor and installation	\$200.00	\$1,200.00
Others						
90	801.XVIII.2, XIV. XIV, ***	2	EA	36" X 16" Tapping Sleeve & Valve (36" saddle may need to be for HDPE pipe)	\$89,813.00	\$179,627.00
91	***	1	LS	Remove and Replace Insulation on 36-inch HDPEP	\$25,600.00	\$25,600.00
92	801.IX.7	8	EA	Remove & Replace Traffic Loops	\$3,512.00	\$28,096.00
93	801.X.4, 491, ***	90	SY	ADA Sidewalk replace, City Standard	\$101.00	\$9,090.00
94	801.IV.8	1500	CV	Excavatable Flowable Fill (Contingency)	\$308.00	\$462,000.00
95	801.XIV.4, ***	1	EA	Run Tap Water Main (Contingency)	\$48,568.00	\$48,568.00
96	801.III.2.1, III.2.4, III.2.2	860	LF	Remove 12" DI WM (Contingency)	\$10.00	\$8,600.00
97	801.VIII. 441 III.2	50	SY	Seed and Mulch	\$12.00	\$600.00
98	***	1	LS	Locate Existing 36" HDPEP Chilled Water Mains for 16" Tie-In (Allowance)	\$90,000.00	\$90,000.00
99	***	1	LS	Pump truck allowance	\$2,000.00	\$2,000.00
100	***	1	LS	Drewater pre-treatment and Environmental Permitting Allowance	\$10,000.00	\$10,000.00
101	***	1	LS	Allowances (Permitting, Testing, etc.)	\$5,000.00	\$5,000.00
102	***	1	LS	Parking Meter allowance	\$7,500.00	\$7,500.00
103	***	1	LS	Law Enforcement allowance	\$80,000.00	\$80,000.00
104	***	1	LS	JEA SWA	\$270,000.00	\$270,000.00
SUBTOTAL						\$5,092,486.00
GENERAL/SPECIAL CONDITIONS (MAX. 10% OF SUBTOTAL)						\$496,823.00
TOTAL Bid Price (Subtotal plus General Conditions & Special Conditions, Inclusive transfer total to Page 3 of 086-20 Addendum 3 Appendix B - Bid Form)						\$5,589,319.00

*** JEA Water and Wastewater Standards or Technical Specifications Reference