

Dear Judge Herbert,

SLD

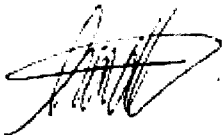
On behalf of Clear Wireless LLC, Trileaf is conducting a Nationwide Programmatic Agreement (NPA) review of the proposed collocation of Clear Wireless communications antennae on the building located at 309 South Fourth Street, Richmond, Texas 77469.

On March 16, 2001, the Federal Communications Commission (FCC), the National Conference of State Historic Preservation Officers and the Advisory Council on Historic Preservation (ACHP) entered into a nationwide programmatic agreement to streamline procedures for review of antenna collocations under the National Historic Preservation Act (NHPA). Under the programmatic agreement, most collocations on existing structures are exempted from the procedures set forth in the ACHP rules. The programmatic agreement is intended to relieve unnecessary administrative burdens on the Commission's licensees, tower construction and management companies, State Historic Preservation Officers, and the Commission, while protecting the goals of the NHPA.

The attached letter is a NPA questionnaire containing four (4) statements that must be confirmed as true for the proposed collocation to be considered exempt from further review under the NHPA. Trileaf has certified that statements one (1) through three (3) are true for the property. Statement one (1) regards whether or not the building is over 45 years old. Trileaf reviewed the Fort Bend County Property Appraiser's listing for the property and determined that the building was constructed in 1988; therefore the building is not over 45 years old. Statements two (2) and three (3) regard whether or not the building is inside the boundary of a historic district, within 250 feet of the boundary of a historic district, or if the building is a designated National Historic Landmark, or listed or eligible for listing in the National Register of Historic Places (NHRP). Through review of the NHRP listing for Fort Bend County, Trileaf has determined that none of the aforementioned is true for this project.

Please direct your attention to statement four (4) regarding whether or not the owner of the building has received written or electronic notification that the FCC is in receipt of a complaint from a member of the public, a SHPO, or the Advisory Council on Historic Preservation stating that the collocation has an adverse effect on one or more historic properties. Trileaf cannot certify the answer to this question. Therefore, we are submitting this questionnaire to you as a representative of the property owner to address statement four (4). Once you verify that statement four (4) is true for the property, please sign and return the document to me at your earliest convenience. Please do not hesitate to contact me if you have any questions or concerns regarding the NPA review.

Thank you,



Sarah N. Morales
Environmental Specialist

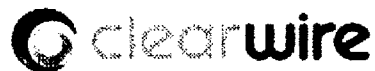


2700 Westhall Lane, Suite 200
Maitland, Florida 32751
(407) 660-7840 Office
(407) 792-9764 Mobile
(407) 660-7394 Fax

Tx-Hou4105

3/25/10

3 originals returned to Cheryl at Purchasing



January 20, 2010

Attn: Judge Robert E. Herbert

RE: Clear Wireless TX-HOU0465-A
Proposed Collocation of Wireless Antennae on the Building Located at
309 South Fourth Street, Richmond, Texas 77469

Dear Mr. Donald Brady,

Please certify that the following statements are true to the best of your knowledge:

1. The building or structure is NOT over 45 years old;

AND

2. The building or structure is NEITHER (a) inside the boundary of a historic district, NOR (b) outside (but within 250 feet of) the boundary of a historic district and the antenna is visible from ground level anywhere within the historic district;

AND

3. The building or non-tower structure is NEITHER (a) a designated National Historic Landmark, NOR (b) listed in or eligible for listing in the National Register of Historic Places;

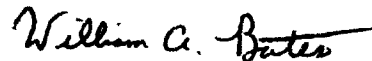
AND

4. The collocation licensee or the owner of the building or structure has NOT received written or electronic notification that the FCC is in receipt of a complaint from a member of the public, a SHPO or the Council supported by substantial evidence that the collocation has an adverse effect on one or more historic properties.

Please acknowledge by signing below and returning this letter to my attention at your earliest convenience. If you have any questions, please do not hesitate to contact me at (407) 660-7840 or w.bates@trileaf.com. Thank you very much for your time and assistance.

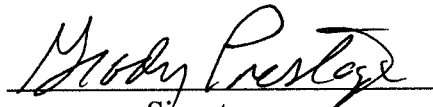
Sincerely,

Clear Wireless LLC
Trileaf Corporation



William A. Bates
Environmental Specialist

The above statements are certified as TRUE by Fort Bend County.
Name of Company/Agency

By: 
Signature

Grady Prestage, Commissioner Precinct 2
Presiding Officer, Commissioners Court, March 23, 2010

Title

3-23-2010

Date

TX-HOU0465A

DRAWING INDEX

REV.

DIRECTIONS:

FROM INTERSECTION BETWEEN I-610 SOUTH AND US-59 [SOUTHWEST PAV], DEPART FROM EXIT 6A ON I-610 (SOUTH) 0.1 MI US-59,
DOWNSTREAM / VICTORIA TAKE RAMP (RIGHT) ONTO US-59 [SOUTHWEST PAV] 21.9 MI US-59 / VICTORIA, KEEP RIGHT ONTO RAMP 0.4
MI PA-762 / RICHMOND, TURN RIGHT (NORTH-WEST) ONTO PA-762 [THOMPSON RD] 2.2 MI KEEP STRAIGHT ONTO PA-762 [S 11TH
ST] 0.3 MI TURN RIGHT (EAST) ONTO US-90 ALT [JACKSON ST] 0.4 MI TURN RIGHT (SOUTH) ONTO S 4TH ST, THEN IMMEDIATELY TURN
LEFT (EAST) ONTO LIBERTY ST 131 YDS AHEAD 309 S. 4TH STREET, RICHMOND, TX 77469

VICINITY MAP

T-1	TITLE SHEET	1
A-1	ROOF PLAN	1
A-2	ELEVATIONS	1
A-3	DETAILS AND NOTES	1
A-4	STRUCTURAL NOTES, SECTIONS AND DETAILS	1
A-5	EQUIPMENT CUT SHEETS	1
A-6	CABINET DETAILS	1
E-1	PROPOSED UTILITY ROUTING PLAN	1
E-2	ELECTRICAL DETAILS	1
E-3	ELECTRICAL DETAILS	1
E-4	ELECTRICAL NOTES	1

NOTES:

CLEARWIRELESS CONSTRUCTION INSTALLATION GUIDE:
CONTRACTOR SHALL REFER TO "CLEAR WIRELESS CONSTRUCTION INSTALLATION GUIDE MANUAL, MINIMUM VERSION 5.4.2, RELEASE DATE AUGUST 7, 2009" WHICH GOVERNS THE CONDUCT OF THIS WORK AND ANY ITEMS OR DETAILS NOT LISTED OR DETAILD HEREIN. THE GUIDE SHALL SUPERSEDE WHERE CONFLICTS OCCUR. ALSO, CONTRACTOR IS TO INSURE THAT CONTRACTOR IS FULLY QUALIFIED, AUTHORIZED, LICENSED AND INSURED TO PERFORM THE WORK BY CLEAR WIRELESS. THE LOCAL GOVERNING JURISDICTION AND THE OWNER OF THE FACILITY WHERE THE WORK IS TO OCCUR, PRIOR TO BEGINNING THE WORK, CLEAR WIRELESS WILL NOT BE RESPONSIBLE FOR ANY IMPACT OF ANY DELAY FOR FAILURE OF CONTRACTOR TO BE SO QUALIFIED, ETC.



SCALE: 1"=2000'



APPROVAL

CLEARINGLESS CONSTRUCTION COORDINATOR	SIGNATURE	PHONE NUMBER	DATE
CLEARINGLESS ENGINEER	SIGNATURE	PHONE NUMBER	DATE
CLEARINGLESS RF ENGINEER	SIGNATURE	PHONE NUMBER	DATE
CLEARINGLESS IM	SIGNATURE	PHONE NUMBER	DATE
CLEARINGLESS NO	SIGNATURE	PHONE NUMBER	DATE

PROJECT SUMMARY

SCOPE OF WORK: PROPOSED (3) SECTOR ANTENNAS & BPS PLUS (4) MICROWAVE DISKS MOUNTED ON THE ROOFTOP. EQUIPMENT CABINET WILL BE MOUNTED ON THE ROOFTOP. SITE IS AN UNMANNED TELECOMMUNICATIONS FACILITY.

SITE NAME: FORT BEND COUNTY BUILDING

SITE NUMBER: TX-HOU0465A

SITE ADDRESS: 309 S. 4TH STREET
RICHMOND, TX 77469

PROPERTY OWNER: FORT BEND COUNTY

OWNER ADDRESS: 1517 EUGENE HEAMAN CIRCLE #500
RICHMOND, TX 77469

CONTACT: DONALD BRADY
(281) 633-7017

CALL TEXAS ONE CALL SYSTEM (TDCS)
● 1-(800) 245-4545, 48 HOURS BEFORE
DIGGING, NOT INCLUDING WEEKENDS AND
HOLIDAYS

CALL TEXAS ONE CALL SYSTEM (TDCS)
 • 1-(800) 245-4545, 48 HOURS BEFORE
 DIGGING, NOT INCLUDING WEEKENDS AND
 HOLIDAYS

APPLICANT: CLEARWIRELESS LLC, A NEVADA LIMITED LIABILITY COMPANY

4400 CARILLON POINT
KIRKLAND, WA 98033

CONTACT:

(214) 395-8

LATITUDE:

95° 45' 39.139'

LAI/LONG TYPE:

GPS-NAD83

ELEVATION

±92' AMSL

COUNTY:

**FORT BEND
CITY OF RICHMOND**

ARCHITECT AND ENGINEER

BC ARCHITECTS ENGINEERS, PLC
5659 COLUMBIA PIKE, SUITE 101

FALLS CHURCH, VA 22041

22

TEL: (703) 671-6000
FAX: (703) 671-6300

CONTACT: BRIAN M. CUNNINGHAM
PROJECT MANAGER OF TEXAS

UTILITY COMPANIES:

POWER: CENTERPOINT ENERGY
(TEI) 141-4070
(281) 141-4070

0/84-140 (107) (731)

TELCO: AT&T
(TEL.) (281) 239-2150



DBA
architects
engineers

5650 COLUMBIA PIKE, SUITE 100
FALLS CHURCH, VA 22041-2688
TEL: (703) 871-8000
FAX: (703) 871-8000

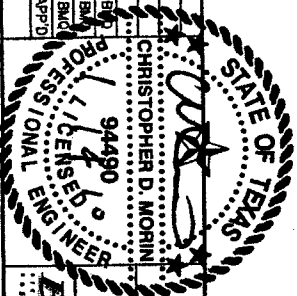
TX-HOU0465A

Clear Wireless, LLC

4400 CARRLON POINT
KIRKLAND, WA 98033
TEL: (425) 216-7800
FAX: (425) 216-7900

[illegible]

SCALE:	AS SHOWN	DESIGNED BY	QUINN	DRAWN	AMS
5					
4					
3					
2					
1	01-14-10	EM. GENERATOR SIZE CHANGED			
0	10-05-08	FINAL CONSTRUCTION DRAINAGES			
A	09-28-09	PRELIMINARY CD'S FOR REVIEW			
NO.	DATE	REVISIONS			



BC ARCHITECTS ENGINEERS FALLS CHURCH, VA	
ROOF PLAN	
DRAWING NUMBER	REV
A-1	1



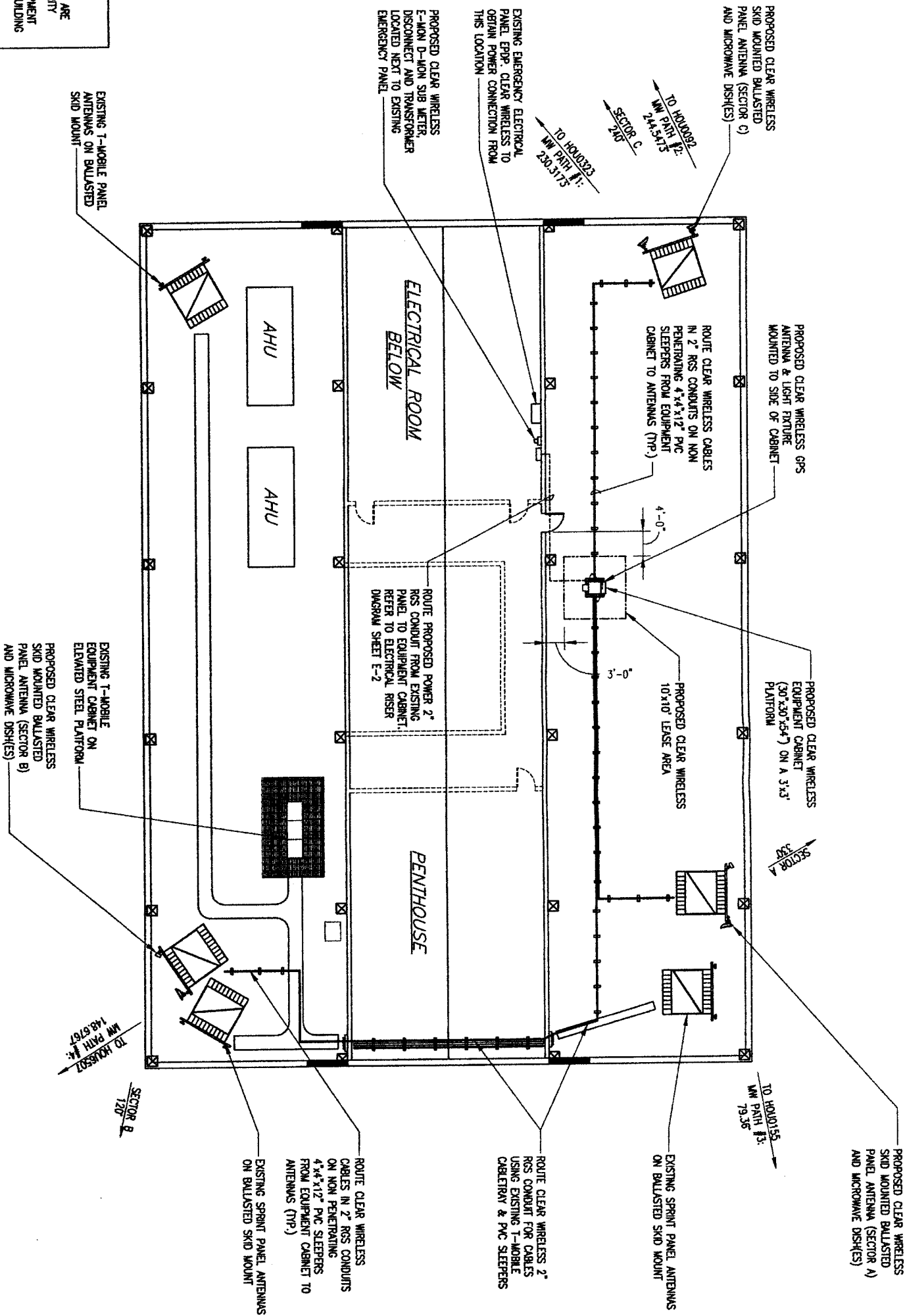
ROOF PLAN

SCALE: 1/4"=1'-0"

SCALE: 1/4"=1'-0"

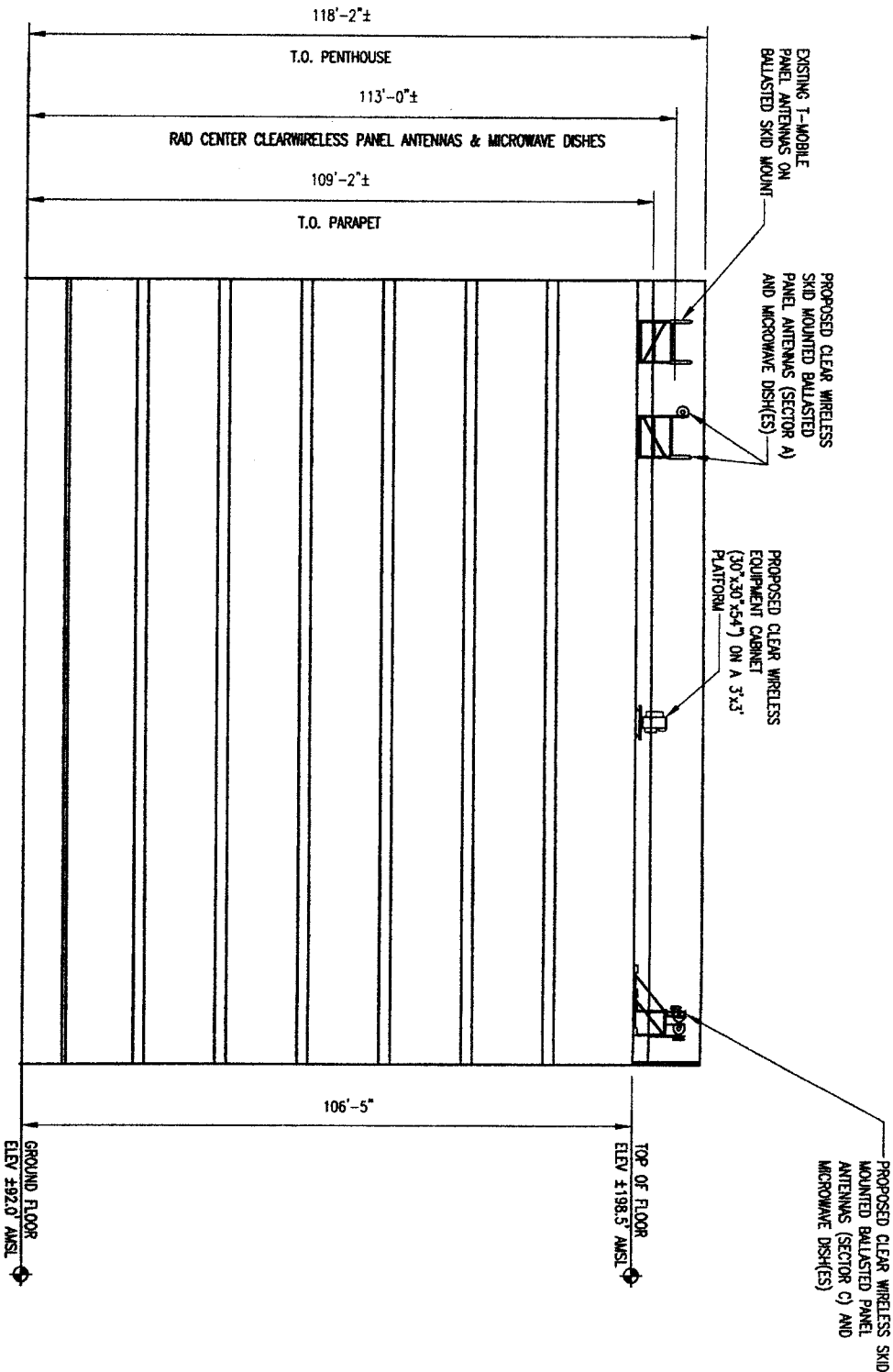
NOTE:

1. ALL EXISTING CARRIER EQUIPMENT AND ANTENNAS ARE NOT ALL SHOWN FOR CLARITY
2. CONNECT CLEARWIRE EQUIPMENT GROUNDING TO EXISTING BUILDING GROUND SYSTEM
3. COORDINATE ALL WORK WITH BUILDING OWNER & SITE MANAGER

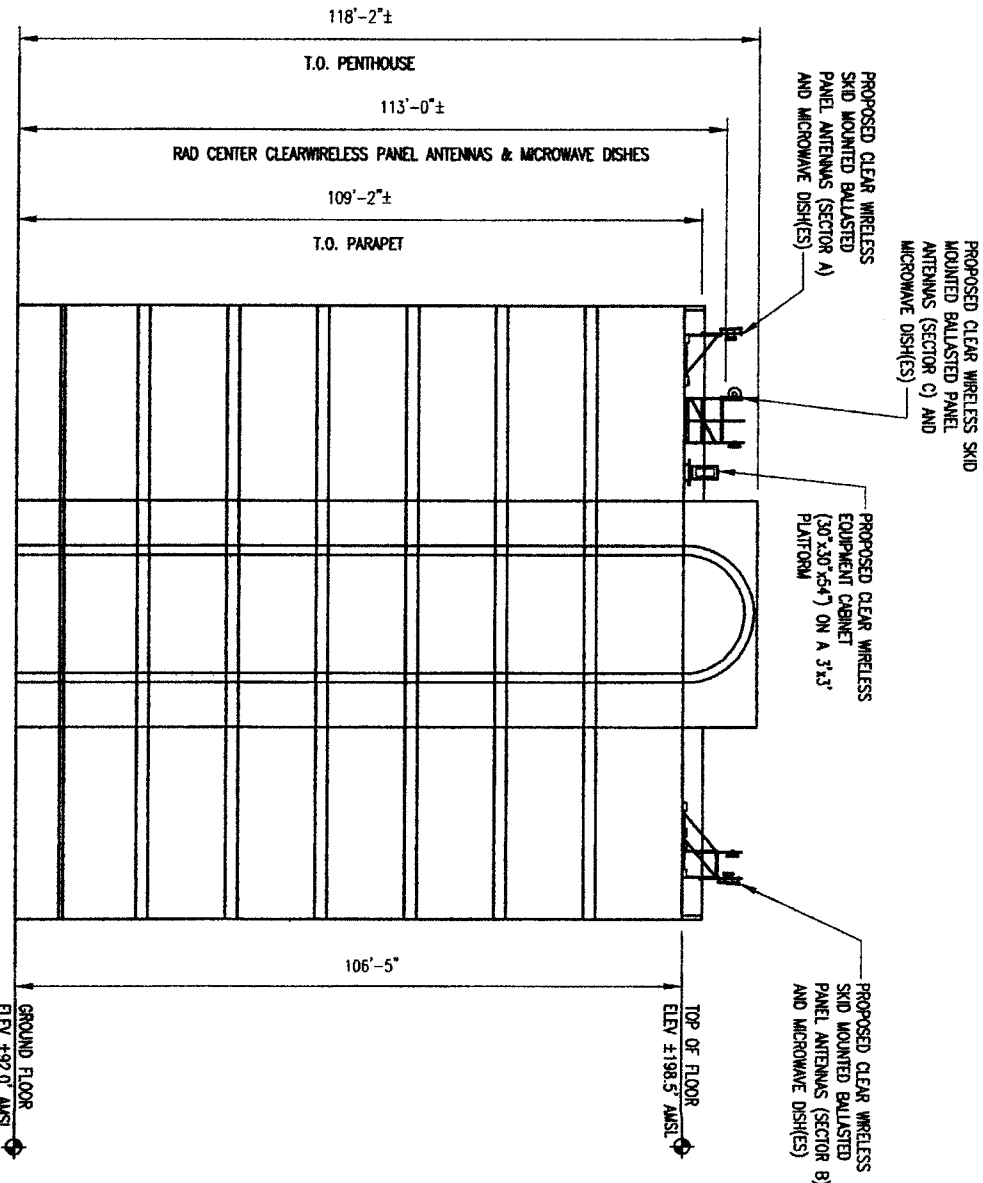


CLEAR WIRELESS APPROXIMATE CABLE LENGTH FROM EQUIPMENT CABINET TO ANTENNA	
SECTOR A	82'
SECTOR B	180'
SECTOR C	77'

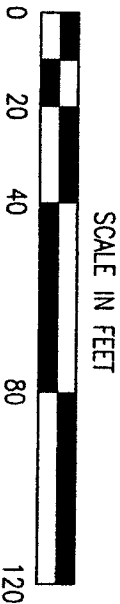
CLEARANCE APPROXIMATE CABLE LENGTH FROM EQUIPMENT CABINET TO ANTENNA	
PATH #1	77'
PATH #2	77'
PATH #3	82'
PATH #4	180'



NORTH ELEVATION
SCALE: 11x17 - 1"=30'
SCALE: 24x36 - 1"=15'



EAST ELEVATION
SCALE: 11x17 - 1"=30'
SCALE: 24x36 - 1"=15'



SCALE IN FEET

BC
architects
engineers
5555 COLUMBIA RIVE SUITE 101
FALLS CHURCH, VA 22041-2886
TEL: (703) 871-4000
FAX: (703) 871-5500

TX-HOU0465A

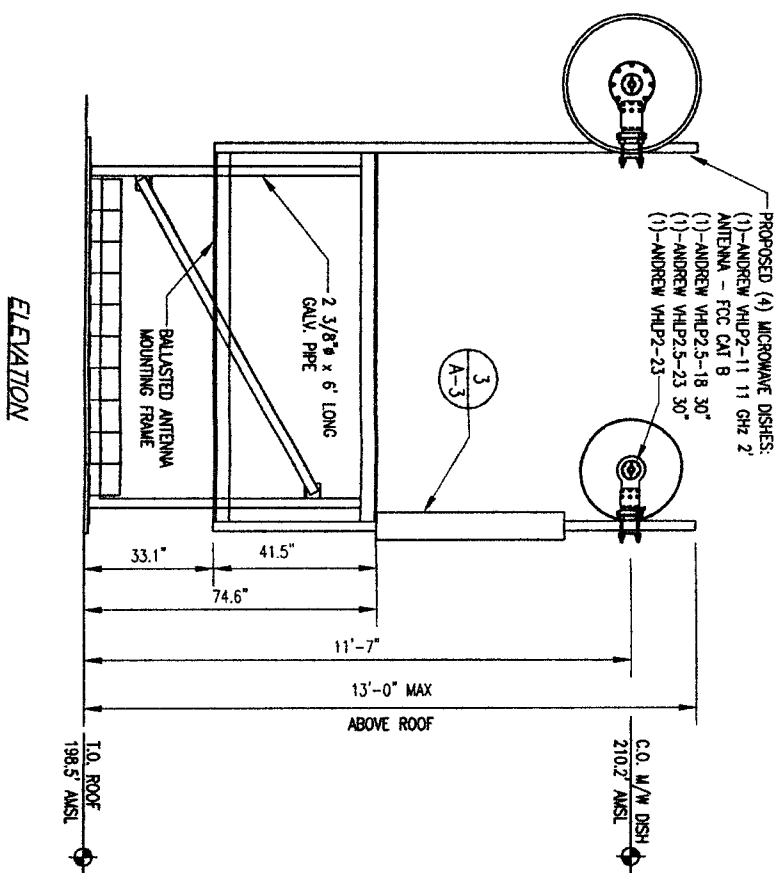
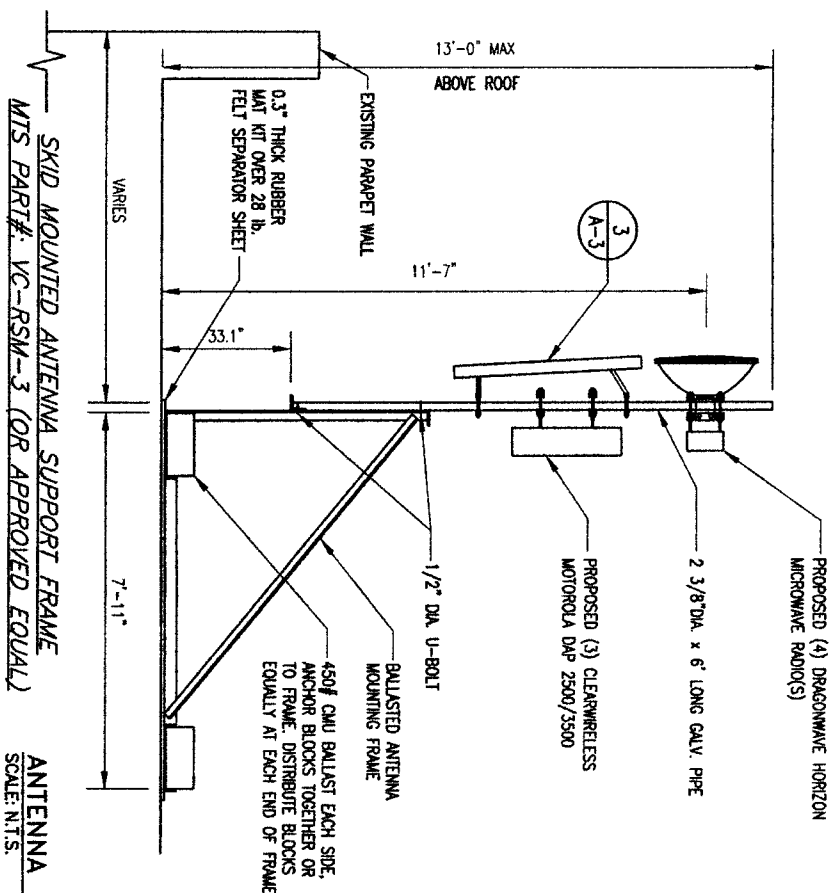
309 S. 4TH STREET
RICHMOND, TX 77469

Clear Wireless, LLC

4400 CRAWFORD POINT
KIRKLAND, WA 98033
TEL: (425) 216-7000
FAX: (425) 216-7000

NO.	DATE	REVISIONS	BY	CHK	APP'D
5					
4					
3					
2					
1	01-14-10	EA. GENERATOR SIZE CHANGED	MAJ	CDM	BD
0	10-05-09	FINAL CONSTRUCTION DRAWINGS	SB	CDM	BD
A	09-28-09	PRELIMINARY CD'S FOR REVIEW	AMS	CDM	BD
NO.	DATE	REVISIONS	BY	CHK	APP'D
SCALE:	AS SHOWN	DESIGNED	B. QUINN	DRAWN	AMS

STATE OF TEXAS
CHRISTOPHER D. MORINI
94490
PROFESSIONAL ENGINEER
BC ARCHITECTS ENGINEERS
FALLS CHURCH, VA
ELEVATIONS
DRAWING NUMBER
A-2
REV
1



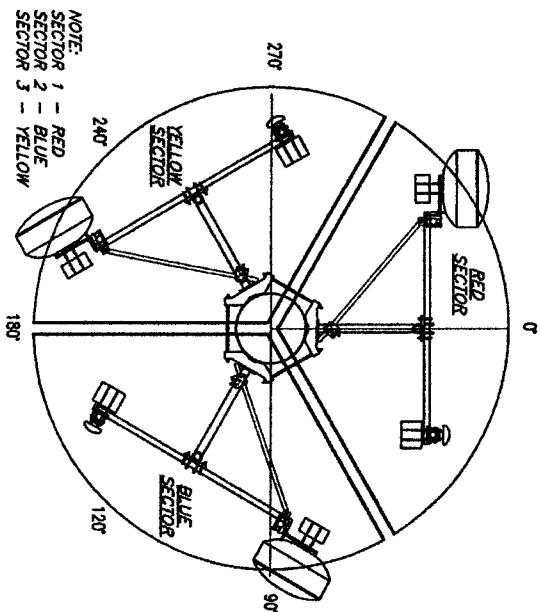
1. FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION (HANDICAPPED ACCESS NOT REQUIRED).
2. INSTALLATION HAS NO PLUMBING.
3. FACILITY WILL BE INDEPENDENTLY POWERED WITH SEPARATE METER.
4. ANTENNA INSTALLATION SHALL BE CONDUCTED BY FIELD CREWS EXPERIENCED IN THE ASSEMBLY AND ERECTION OF RADIO ANTENNAS, TRANSMISSION LINES, AND SUPPORT STRUCTURES.
5. CONTRACT COMPANIES AND THEIR EMPLOYEES SHALL OBSERVE AND PRACTICE ALL O.S.H.A. SAFETY GUIDELINES WHILE PERFORMING SERVICE FOR CLEARMERLESS, LLC.
6. CONTRACTOR SHALL PERFORM A SAFETY INSPECTION PRIOR TO COMMENCING ALL WORK ACTIVITIES AT A CLEARMERLESS, LLC LEASED OR OWNED SITE. CLEARMERLESS, LLC SHOULD BE IMMEDIATELY NOTIFIED OF SAFETY HAZARD(S) FOUND DURING THE INSPECTION THAT COULD CAUSE DAMAGE TO PROPERTY. ALL WORK SHALL BE HALTED UNTIL SUCH TIME THE REPORTED SAFETY HAZARD IS CORRECTED. THE SAFETY HAZARD, IF POSSIBLE, SHOULD BE CORRECTED BY THE CONTRACTOR WHILE ON SITE. AFTER THE CONTRACTOR HAS NOTIFIED CLEARMERLESS, LLC OF THE HAZARD AND HAS RECEIVED APPROVAL FROM CLEARMERLESS, LLC TO PERFORM THE CORRECTION.
7. TOWER MODIFICATIONS, IF REQUIRED, ARE TO BE COMPLETED BEFORE THE INSTALLATION OF ANY EQUIPMENT

1. ALL ANTENNAS FURNISHED WITH DOWNWITL BRACKETS, CONTRACTOR TO COORDINATE WITH REQUIRED MECHANICAL DOWNWITL FOR EACH ANTENNA WITH RF ENGINEER.
2. ANTENNA CENTRELINAE HEIGHT IS IN REFERENCE TO ELEVATION 0'-0". ANTENNA HEIGHTS ARE SHOWN ON BUILDING ELEVATION DETAIL 2/A-1.
3. CONTRACTOR SHALL VERIFY ANTENNA TYPE, CABLE TYPE, AND AZIMUTH WITH RF ENGINEER AND/OR CONSTRUCTION MANAGER PRIOR TO CONSTRUCTION.

SKID MOUNTED ANTENNA SUPPORT FRAME
MTS PART#: VC-RSM--3 (OR APPROVED EQUAL)

ANTENNA MOUNTING DETAIL
SCALE: N.T.S.

GENERAL ANTENNA ORIENTATION:



COLOR CODING		
SECTOR DEGREE RANGE	WARNING METHOD COLOR BANDS	BAND NUMBER
301° - 60°	RED	SMALLEST NUMBER IN THIS SECTOR DEGREE RANGE WILL BE LABELED "1". THE NEXT LARGER NUMBER WILL BE NAMED "2"
61° - 180°	BLUE	SMALLEST NUMBER IN THIS SECTOR DEGREE RANGE WILL BE LABELED "1". THE NEXT LARGER NUMBER WILL BE NAMED "2"
181° - 300°	YELLOW	SMALLEST NUMBER IN THIS SECTOR DEGREE RANGE WILL BE LABELED "1". THE NEXT LARGER NUMBER WILL BE NAMED "2"

- NOTES:
1. LABEL MARKINGS SHALL BE PLACED WITHIN 12" OF THE CABLE AT BOTH ENDS, AT OR NEAR THE TOWER NOB AND EITHER PRIOR TO THE ENTRY INTO THE CONDUIT OR PRIOR TO ENTRY INTO THE CABINET. LABEL MARKING SHALL BE AT LEAST 1" WIDE BUT NOT MORE THAN 2" WIDE. FOR MULTIPLE BAND MARKING, BANDS SHALL BE SEPARATED BY AT LEAST 1" BUT NOT MORE THAN 2"
2. WHERE APPLICABLE, IF 2 OR MORE MICROWAVE DISHES OR ANTENNAS ARE TO BE INSTALLED WITHIN THE SAME SECTOR DEGREE RANGE, THE FIRST ANTENNA WILL RECEIVE ONE TAPE AND SECOND TWO TAPES ETC...

NORTH

NOTE: THE TYPICAL DEGREE NOTATIONS FOR EACH ANTENNA AND MICROWAVE DISH. ALSO NOTE THE COLOR SECTOR AND LABELING.

ANTENNA COLOR CODING
SCALE: N.T.S.

$$\frac{2}{A-3}$$

TX-HOU0465A

BC
architects
engineers

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FALLS CHURCH, VA 22041-2988
TEL: (703) 571-8000
FAX: (703) 571-5300

Clear Wireless, LLC

4400 CARRLETON POINT
KIRKLAND, WA 98033
TEL: (425) 218-7800
FAX: (425) 218-7900

ANTENNA SCHEDULE								
ANTENNA	TOTAL	MAKE AND MODEL	POINTING	AZIMUTH	RADIO MODEL	ELECTRICAL DOWNLIT	MECHANICAL DOWNLIT	DESCRIPTIONS
SECTOR A	1	KATHREIN 840 10054 87 DEG XX-POL	-	330°	-	2	0	
SECTOR B	1	KATHREIN 840 10054 87 DEG XX-POL	-	120°	-	2	0	
SECTOR C	1	KATHREIN 840 10054 87 DEG XX-POL	-	240°	-	2	0	
PANEL BTS	3	MOTOROLA DAP 2500/3500	-	-	-	-	-	
MICROWAVE 1	1	ANDREW MODEL / VHL P2-23	TX-HQ00323	230.3175°	HC HP	-	-	
MICROWAVE 2	1	ANDREW MODEL / VHL P2.5-18 30°	TX-HQ00363	244.5475°	HC HP	-	-	
MICROWAVE 3	1	ANDREW MODEL / VHL P2.5-11 30°	TX-HQ00155	79.36°	HD	-	-	
MICROWAVE 4	1	ANDREW MODEL / VHL P2-11 11 GHz 2 ANTENNA - FCC CAT B	TX-HQ06507	148.6767°	HD	-	-	
	-		-	-	-	-	-	
	-		-	-	-	-	-	
MW RADIO	4	DRAGONWAVE HORIZON MICROWAVE RADIO	-	-	-	-	-	
GPS	1	TRIMBLE MODEL ACUTIME 2000	-	-	-	-	-	

NOTE: THE INFORMATION SHOWN IN THIS ANTENNA SCHEDULE IS BASED ON THE CURRENT M/W DESIGN (DATE: 10-03-09). AT THE TIME THESE DRAWINGS WERE PRODUCED, GENERAL CONTRACTOR SHALL OBTAIN FROM CLEARWIRELESS & USE THE LATEST M/W DESIGN PRIOR TO COMMENCEMENT OF WORK.

ANTENNA SCHEDULE
SCALE: N.T.S.

$$\left(\frac{3}{A-3} \right)$$

FOR FINAL CONFIRMATION OF ANTENNA ORIENTATION THE RF CONFIGURATION ALWAYS HAS PRECEDENCE

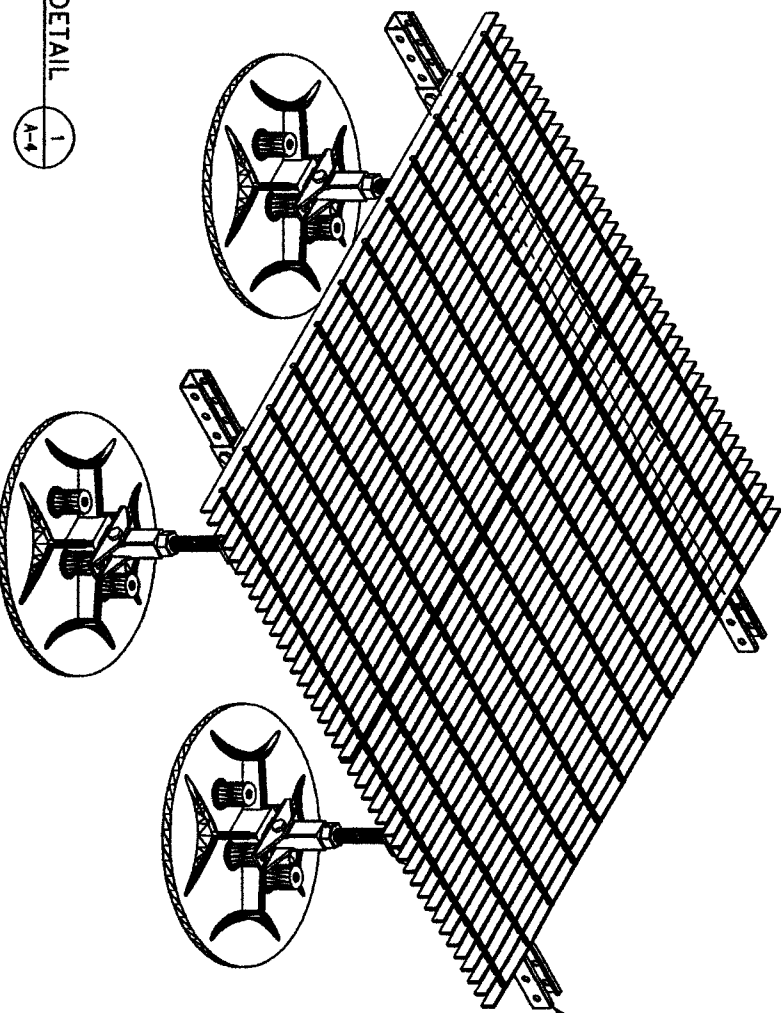
CHRISTOPHER D. MOBIN

**BC ARCHITECTS ENGINEERS
FALLS CHURCH, VA**

DETAILS AND NOTES

DRAWING NUMBER

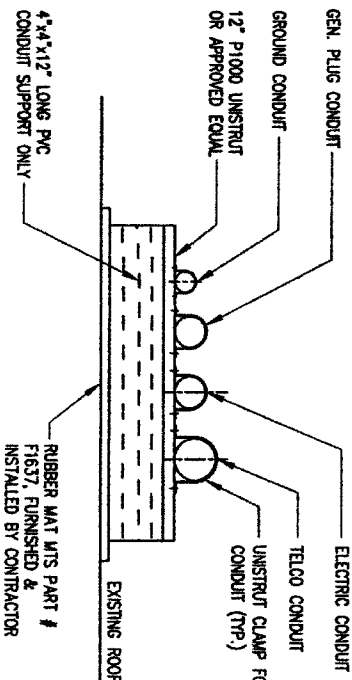
REV	1
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36"x36" PLATFORM DETAIL

1
A-4

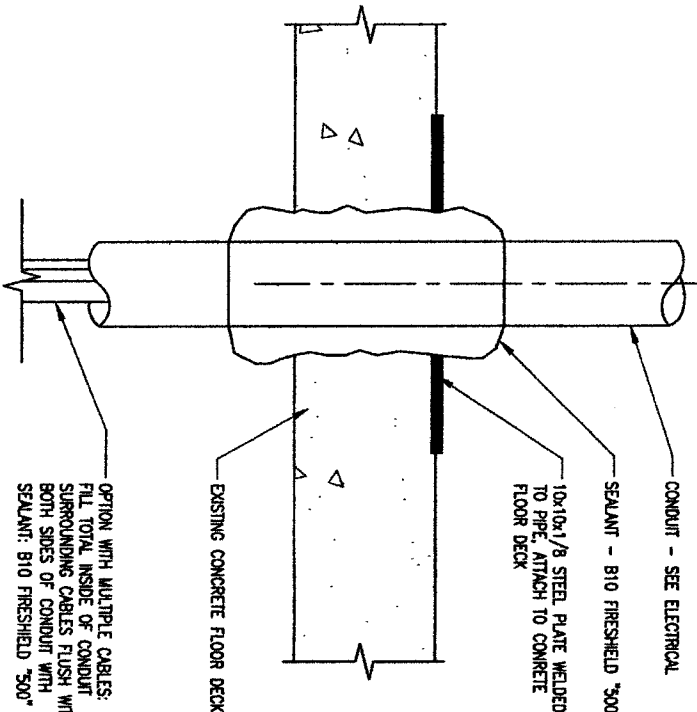
- GENERAL NOTES:**
1. THE BASIC WIND SPEED UTILIZED FOR OUTDOOR EQUIPMENT IS 110 WITH 3 SECOND GUSTS MPH PER BC 2003 WITH CITY OF HOUSTON AMENDMENTS AS PER SECTION 101.2
 2. INFORMATION SHOWN ON THESE DRAWINGS WAS OBTAINED BY FIELD MEASUREMENTS. THE GENERAL CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS AND NOTIFY THE ENGINEER OF ANY DISCREPANCIES PRIOR TO ORDERING MATERIALS OR PROCEEDING WITH CONSTRUCTION.
 3. THE GENERAL CONTRACTOR AND HIS SUBCONSULTANTS SHALL BE RESPONSIBLE FOR OBTAINING ALL PERMITS AND INSPECTIONS WHICH MAY BE REQUIRED FOR THE WORK.
 4. STRUCTURAL STEEL SHALL CONFORM TO THE LATEST EDITION OF THE AISC SPECIFICATIONS FOR STRUCTURAL STEEL BUILDINGS. ALLOWABLE STRESS DESIGN AND PLASTIC DESIGN INCLUDING THE COMMENTARY AND THE AISC CODE OF STANDARD PRACTICE.
 5. STRUCTURAL STEEL PLATES AND SHAPES SHALL CONFORM TO ASTM A36. ALL STRUCTURAL STEEL PIPES SHALL CONFORM TO ASTM A53 GRADE B. ALL STRUCTURAL STEEL TUBING SHALL CONFORM TO ASTM A500 GRADE B. ALL STRUCTURAL STEEL COMPONENTS AND FABRICATED ASSEMBLIES SHALL BE HOT DIP GALVANIZED AFTER FABRICATION.
 6. WELDING SHALL BE IN ACCORDANCE WITH THE AMERICAN WELDING SOCIETY (AWS) D.1.1.96. STRUCTURAL WELDING CODE-STEEL WELD ELECTRODES SHALL BE E70XX. FIELD TOUCH-UP WITH ZINC RICH PAINT (ALL EXISTING AND NEW AREAS) AFTER WELDING IS COMPLETE.
 7. ALL THREADED STRUCTURAL FASTENERS FOR ANTENNA SUPPORT ASSEMBLIES SHALL CONFORM TO ASTM A307 OR ASTM A36. ALL STRUCTURAL FASTENERS FOR STRUCTURAL STEEL FRAMING SHALL CONFORM TO ASTM A325. FASTENERS SHALL BE 5/8" MIN. DIAMETER BEARING TYPE CONNECTIONS WITH THREADS EXCLUDED IN THE SHEAR PLANE. ALL EXPOSED FASTENERS, NUTS AND WASHERS SHALL BE GALVANIZED UNLESS NOTED OTHERWISE. CONCRETE EXPANSION ANCHORS SHALL BE HILTI KIMK BOLTS UNLESS NOTED OTHERWISE. ALL ANCHORS INTO CONCRETE SHALL BE STAINLESS STEEL.
 8. ALL COAXIAL CABLE CONNECTORS AND TRANSMITTER EQUIPMENT SHALL BE AS SPECIFIED BY THE OWNER AND IS NOT INCLUDED IN THESE CONSTRUCTION DOCUMENTS. THE CONTRACTOR SHALL FURNISH ALL CONNECTION HARDWARE REQUIRED TO SECURE THE CABLES. ETHERNET CABLES SHALL BE ATTACHED TO THE TOWER WAVEGUIDE LADDER USING UV-RESISTANT TIE WRAPS OR STAINLESS STEEL HARDWARE.
 9. NORTH ARROW SHOWN ON PLANS REFERS TO TRUE NORTH. CONTRACTOR SHALL VERIFY NORTH AND INFORM ENGINEER ANY DISCREPANCY BEFORE STARTING CONSTRUCTION.
 10. ALL REINFORCING STEEL SHALL CONFORM TO ASTM 615 GRADE 60, DEFORMED BULLET STEEL BARS.
 11. CONCRETE FOR THE EQUIPMENT PAD SHALL BE 4000 PSI NORMAL WEIGHT CONCRETE WITH FIBERESH ADJUNCTURE. CONTRACTOR MAY USE APPROVED PRECAST EQUIVALENT.
 12. LUMBER SHALL COMPLY WITH THE REQUIREMENTS OF AMERICAN INSTITUTE OF WOOD CONSTRUCTION AND THE NATIONAL FOREST PRODUCTS ASSOCIATION'S NATIONAL DESIGN SPECIFICATION FOR WOOD CONSTRUCTION. ALL LUMBER SHALL BE PRESSURE TREATED AND SHALL BE STRUCTURAL GRADE NO. 2 OR BETTER.
 13. IT IS THE OWNER'S RESPONSIBILITY TO VERIFY THE STRUCTURAL CAPACITY OF THE EXISTING TOWER AND ITS FOUNDATION TO RESIST THE WIND/GRAVITY LOADS FROM THE PROPOSED ANTENNAS.
 14. ALL FIELD CUT METAL WILL BE SCRAPED OF ANY RUST AND COOLD GALVANIZED.
 15. RUBBER CAPS WILL BE PLACED ON ALL EXPOSED UNSTROUT ENDS.



NOTE:
MAX SPACING 6'-0" BETWEEN SUPPORTS

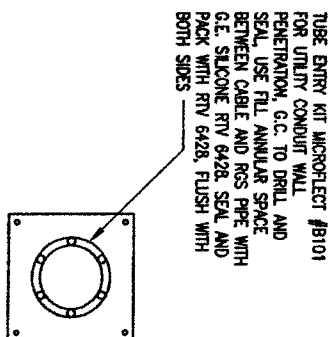
TYPICAL CONDUIT SUPPORT @ ROOF

2
A-4



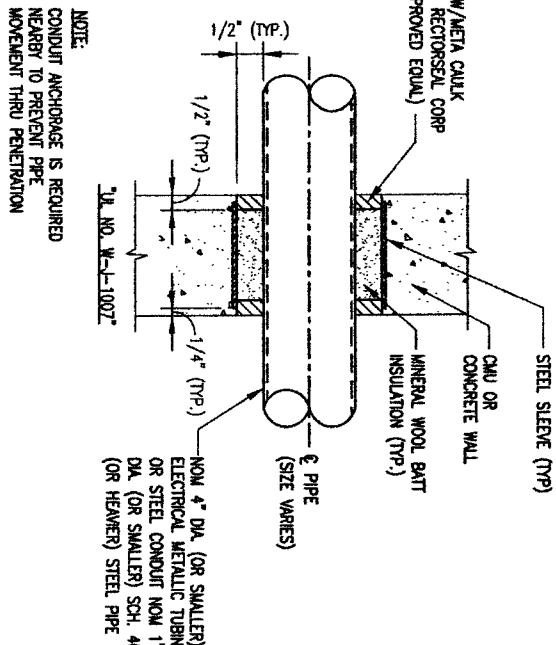
FLOOR PENETRATION DETAIL

3
A-4



CONDUIT WALL PENETRATION DETAIL

4
A-4



NOTE:
CONDUIT ANCHORAGE IS REQUIRED NEARBY TO PREVENT PIPE MOVEMENT THRU PENETRATION

CONDUIT FLOOR PENETRATION DETAIL

5
A-4

BC
architects
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TX-HOU0465A
309 S. 4TH STREET
RICHMOND, TX 77469

Clear Wireless, LLC

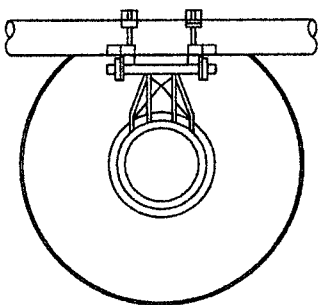
4400 CARLTON POINT
KIRKLAND, WA 98033
TEL: (425) 218-7900
FAX: (425) 218-7900

NO.	DATE	REVISIONS
1	01-14-10	EX. GENERATOR SIZE CHANGED
2	01-05-09	FINAL CONSTRUCTION DRAWINGS
3	09-28-09	PRELIMINARY CD'S FOR REVIEW
4		
5		

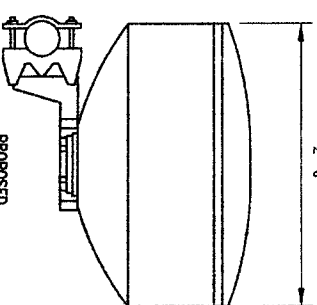
SCALE	AS SHOWN	DESIGNED	B. QUINN	DRAWN	AMS
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3					
4					
5					

CHRISTOPHER D. MORIN
PROFESSIONAL ENGINEER
94490
STATE OF TEXAS

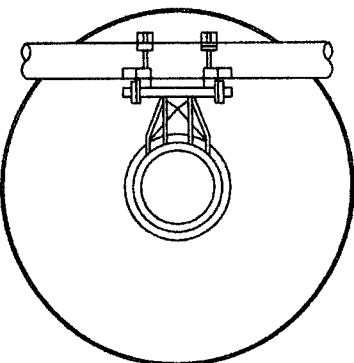
BC ARCHITECTS ENGINEERS
FALLS CHURCH, VA
STRUCTURAL NOTES, SECTIONS
AND DETAILS
DRAWING NUMBER
1



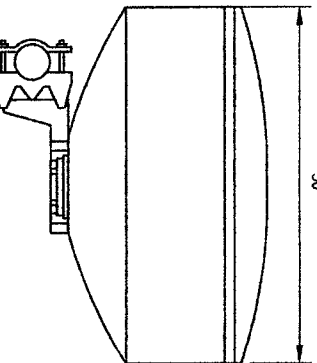
2'-0"



PROPOSED
(1) ANDREW MODEL# VMLP2-23
(1) ANDREW MODEL# VMLP2-11 11
GHz 2 ANTENNA - FCC CAT B



30"

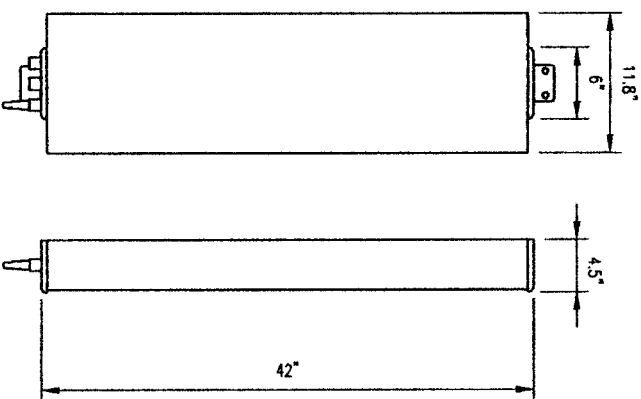


PROPOSED
(1) ANDREW MODEL# VMLP2-5-11 30"
(1) ANDREW MODEL# VMLP2-5-18 30"

SCALE: 3/4"=1'-0"

1
A-5

MICROWAVE ANTENNA(S)



11.8"

6"

4.5"

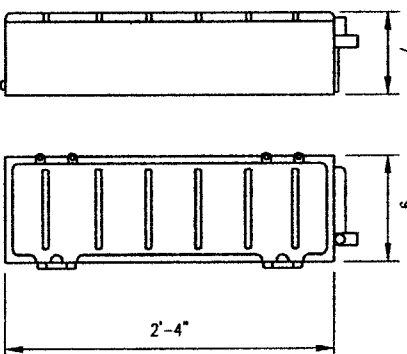
42"

PROPOSED ARGUS LLP310R

SCALE: 3/4"=1'-0"

2
A-5

PANEL ANTENNA



9"

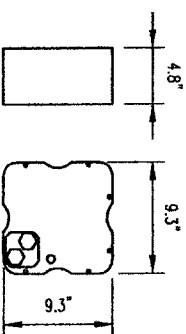
2'-4"

PROPOSED MOTOROLA
TOWER BTS
DAP 2500/3500

SCALE: 3/4"=1'-0"

3
A-5

BTS



4.8"

9.3"

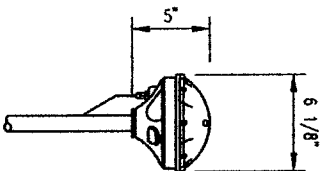
9.3"

PROPOSED DRAGONWAVE
HORIZON COMPACT
MICROWAVE RADIO

SCALE: 3/4"=1'-0"

4
A-5

MICROWAVE RADIO



6 1/8"

5"

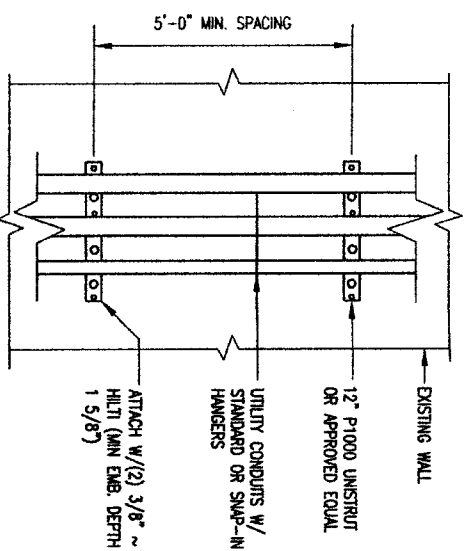
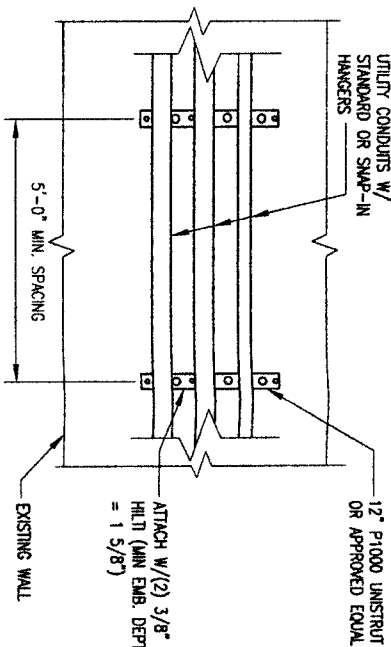
NOTE:
GPS ANTENNA MOUNTED
ON EQUIPMENT CABINET

GPS ANTENNA
TRIANGLE
MODEL ACUTIME 2000

SCALE: 3/4"=1'-0"

5
A-5

GPS



SCALE: N.T.S.

6
A-5

TYPICAL WALL CONDUIT/CABLE SUPPORT

1P, 2P, & 3P	SINGLE POLE, TWO POLE, & THREE POLES
A/C	AIR CONDITIONING
ADJ.	ADJUSTABLE
AF	ABOVE FINISH FLOOR
APPROX.	APPROXIMATELY
ASTM	AMERICAN SOCIETY FOR TESTING AND MATERIALS
AWG	AMERICAN WIRE GAUGE
A, OR AMP.	AMPERE
BLDG.	BUILDING
BLK.	BLACK
BLR	BASE MOBILE RADIO
B/S	BUILDING STANDARD
CU.	COPPER
C.O.	CONDUIT ONLY
C.	CONDUIT SIZE AS NOTED
C.B.	CIRCUIT BREAKER
CKT.	CIRCUIT
CLG	CLEAR
CLR.	CLEAR
CONC.	CONCRETE
CONST.	CONSTRUCTION
CONT.	CONTINUOUS
C.F.C.I.	CONTRACTOR FURNISHED CONTRACTOR INSTALLED
DBL.	DOUBLE
DIA., Ø	DIAMETER
DIAG.	DIAGONAL
DM.	DIMENSION
DN	DOWN
DTL.	DETAIL
DWG.	DRAWING
DEF	DUAL ELEMENT FUSES
E	EAST
E.A.	EACH
EL. ELEV	ELEVATION
ELECT	ELECTRICAL
EQ.	EQUAL
EQUIP.	EQUIPMENT
E.W.	EACH WAY
EXST.	EXISTING
EXT.	EXTERIOR
E.M.T.	ELECTRICAL METALLIC TUBING (THIN WALL)
E.C.	ELECTRICAL CONTRACTOR
EG8	EQUIPMENT GROUND BUS
FN.	FINISH
FLOUR.	FLUORESCENT
F.LR	FLOOR
FT.	FOOT
GRC.	GALVANIZED RIGID CONDUIT
G. OR GRD.	GROUND
GA.	GAUGE
GALV	GALVANIZED
GC	GENERAL CONTRACTOR
GMB	GYPSUM WALL BOARD
GYP. BD.	GYPSUM BOARD
HARDWD	HARDWOOD
HORIZ.	HORIZONTAL
HR	HOUR
HT.	HEIGHT
HVAC	HEATING, VENTING AND AIR CONDITIONING
I.D.	INSIDE DIA.
IN.	INCH
INFO	INFORMATION
INSUL.	INSULATION
INT.	INTERIOR
KW.	KILOWATTS
LB(S)	POUND(S)
MAX.	MAXIMUM
MECH	MECHANICAL
MET. MTL	METAL
MFR.	MANUFACTURER
MGR	MANAGER
MIN.	MINIMUM
MISC	MISCELLANEOUS
MGB	MAIN GROUND BUS
MTD.	MOUNTED

△	= REVISION
①	= KEY NOTES
1 A-1	= DETAIL REFERENCE
1 A-1	= SECTION REFERENCE
↑	= NORTH ARROW

NEUT.	NEUTRAL
N	NORTH
NA	NOT APPLICABLE
NIC	NOT IN CONTRACT
NTS	NOT TO SCALE
O.F.C.I.	OWNER FURNISHED, CONTRACTOR INSTALLED
OC, Ø/c	ON CENTER
OD	OUTSIDE DIAMETER
OPC.	OPENING
OPP.	OPPOSITE
OHT/OHP	OVERHEAD TELEPHONE/POWER
OHT	OVERHEAD TELEPHONE
OHP	OVERHEAD POWER
PVC	SCHEDULE 40 PLASTIC CONDUIT.
PLYWD.	PLYWOOD
PR	PROJECT
PROJ	PROPERTY
PT	PRESSURE TREATED
RECP.	RECEPTACLE
REC'D	REQUIRED
RM	ROOM
R.O.	ROUGH OPENING
S	SOUTH
SW.	SWITCH
SHT	SHEET
SM.	SIMILAR
SEC.	SPECIFICATION
SS	SQUARE
SS	STAINLESS STEEL
STL.	STEEL
STRUCT.	STRUCTURAL
SUSP.	SUSPENDED
S.V.	SHEET VINYL
THRU	THROUGH
THND	TIMED
T.O.C.	TOP OF CONCRETE
T.O.M.	TOP OF MASONRY
TYP	TYPICAL
U.O.N.	UNLESS OTHERWISE NOTED
URC	UNDERGROUND BUILDING CODE
USP	UNDERGROUND POWER
UGT	UNDERGROUND TELEPHONE
VERT.	VERTICAL
VF	VERIFY IN FIELD
VT	VINYL TILE
W	WEST
W/W	WITH WINDOW
W/O	WITHOUT
W.P.	WEATHERPROOF
W.P.	WATTS
XFR	TRANSFORMER

BC
architects
engineers

5609 COLLINGDA PKW. SUITE 101
FALLS CHURCH, VA 22041-2888
TEL: (703) 871-8000
FAX: (703) 871-8000

TX-HOU0465A
309 S. 4TH STREET
RICHMOND, TX 77469

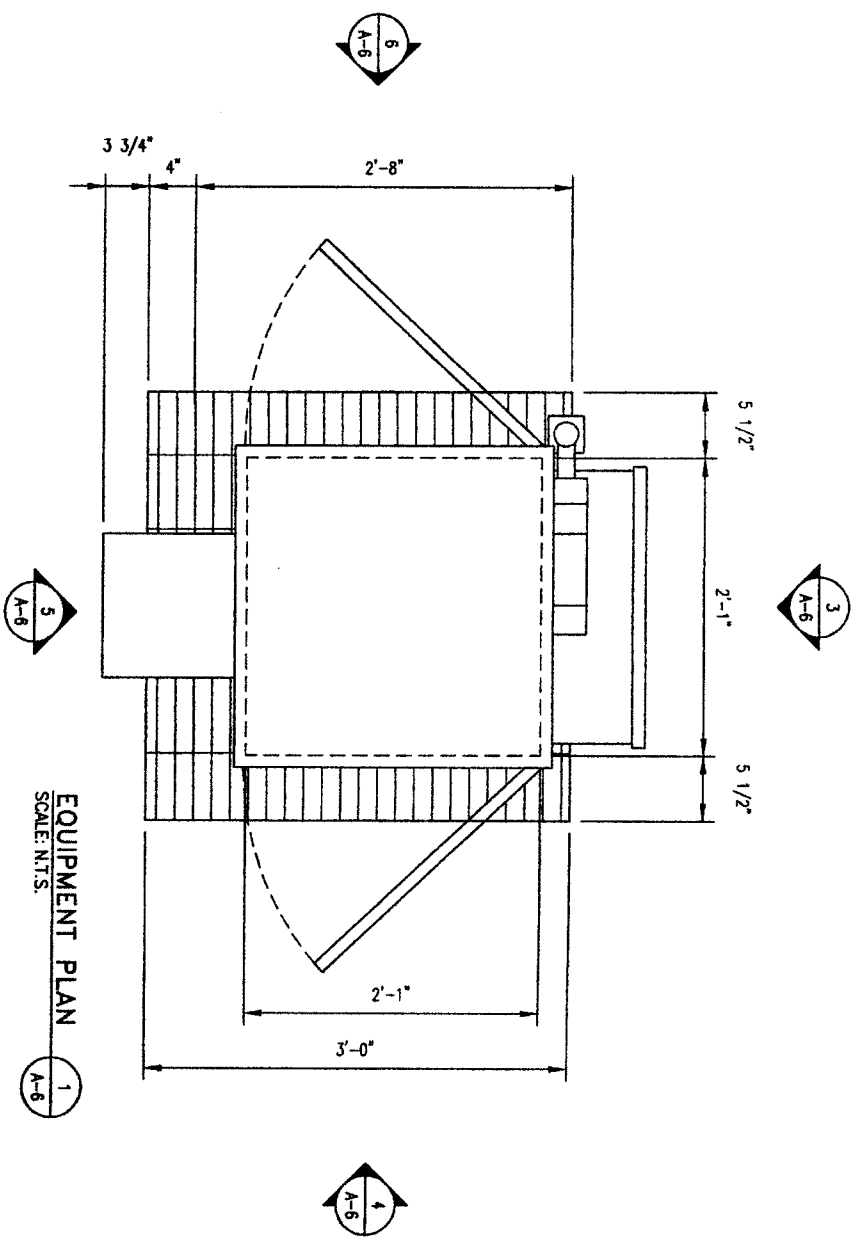
Clear Wireless, LLC

4400 CARLTON POINT
RICHMOND, VA 23033
TEL: (425) 214-7900
FAX: (425) 214-7900

NO.	DATE	REVISIONS	DESIGNED	B. GUINN	DRAWN	AMS
5						
4						
3						
2	01-14-10	EN. GENERATOR SIZE CHANGED				
1	10-05-08	FINAL CONSTRUCTION DRAWINGS				
0	09-28-08	PRELIMINARY GPS FOR REVIEW				
A						

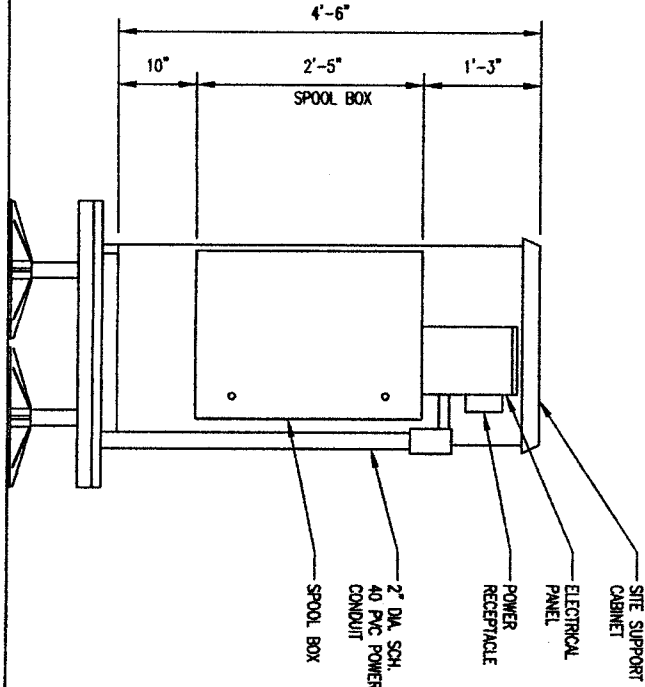
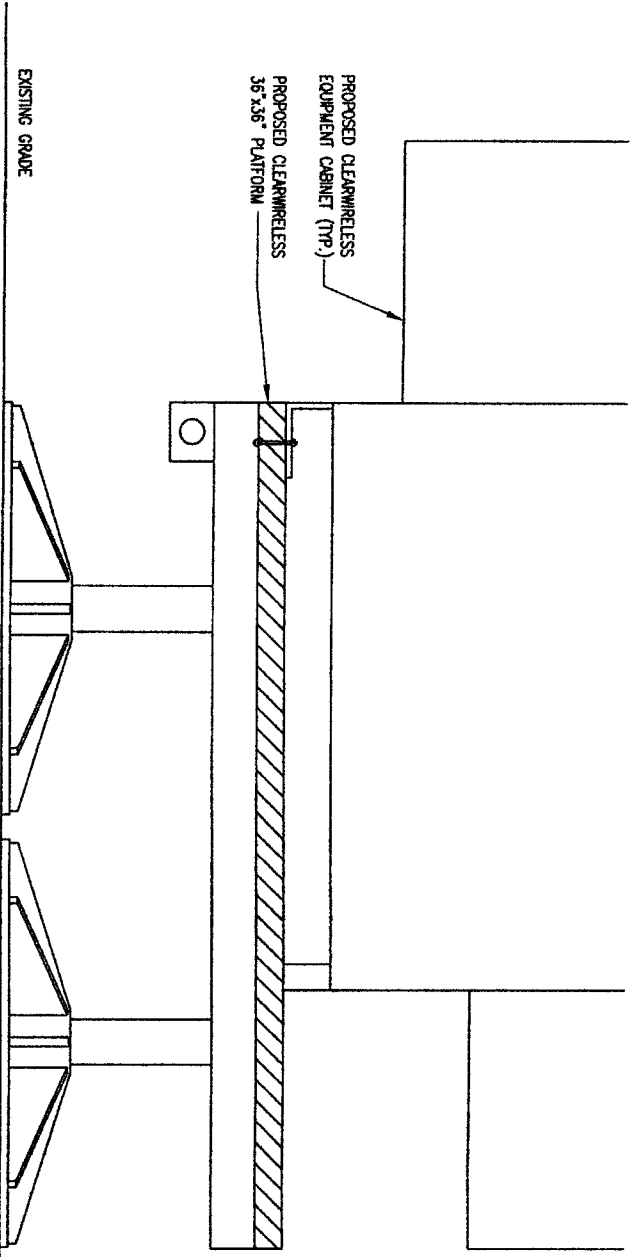
BC	EQUIPMENT CUT SHEETS	REV
BC	DRAWING NUMBER	1
A-5		

BC ARCHITECTS ENGINEERS
FALLS CHURCH, VA

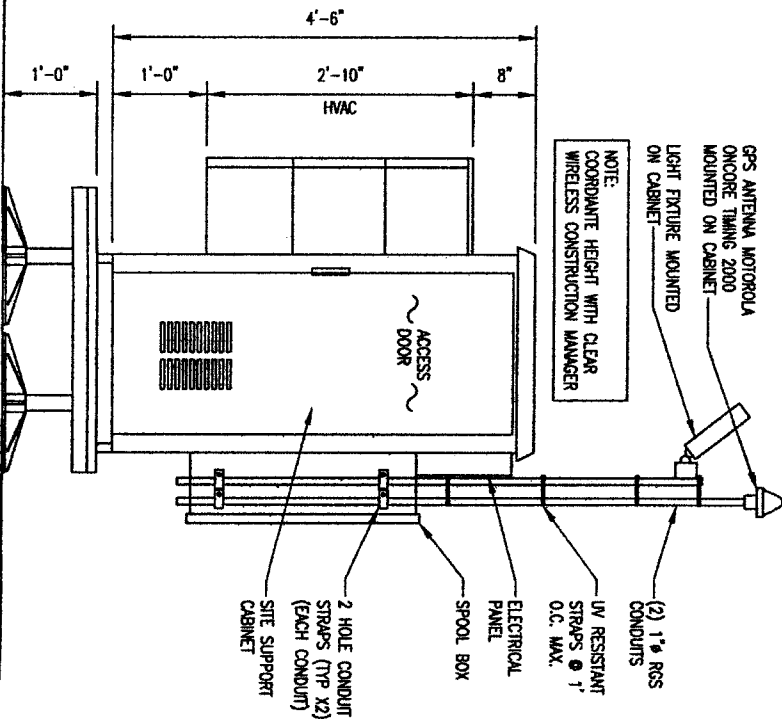


EQUIPMENT PLAN
SCALE: N.T.S.

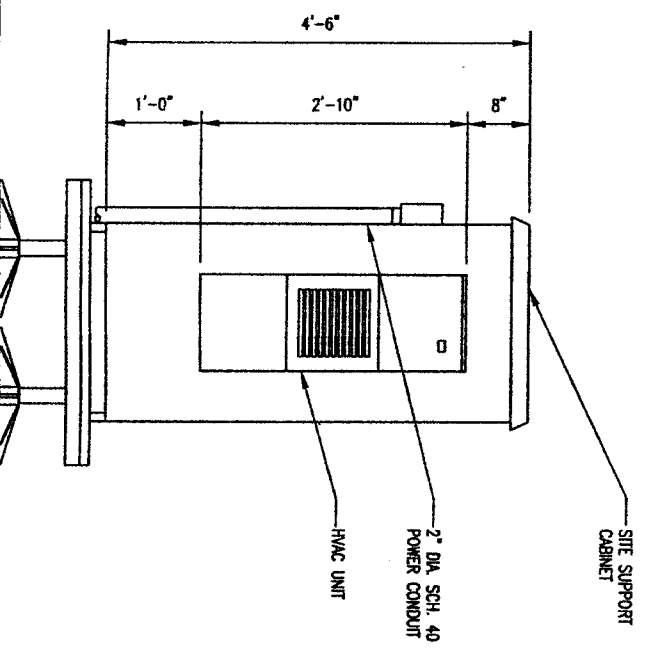
CABINET & PLATFORM MOUNTING DETAIL
SCALE: N.T.S.



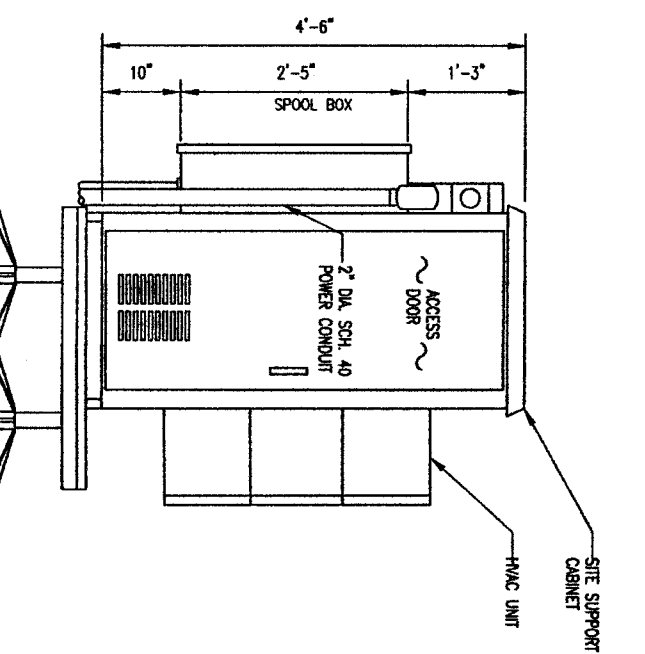
CABINET ELEVATION 3
SCALE: N.T.S.



CABINET ELEVATION 4
SCALE: N.T.S.



CABINET ELEVATION 5
SCALE: N.T.S.



CABINET ELEVATION 6
SCALE: N.T.S.

BC
architects
engineers

5659 COLUMBIA PKWY, SUITE 101
FALLS CHURCH, VA 22041-2888
TEL: (703) 671-8800
FAX: (703) 671-8300

TX-HOU0465A
309 S. 4TH STREET
RICHMOND, TX 77469

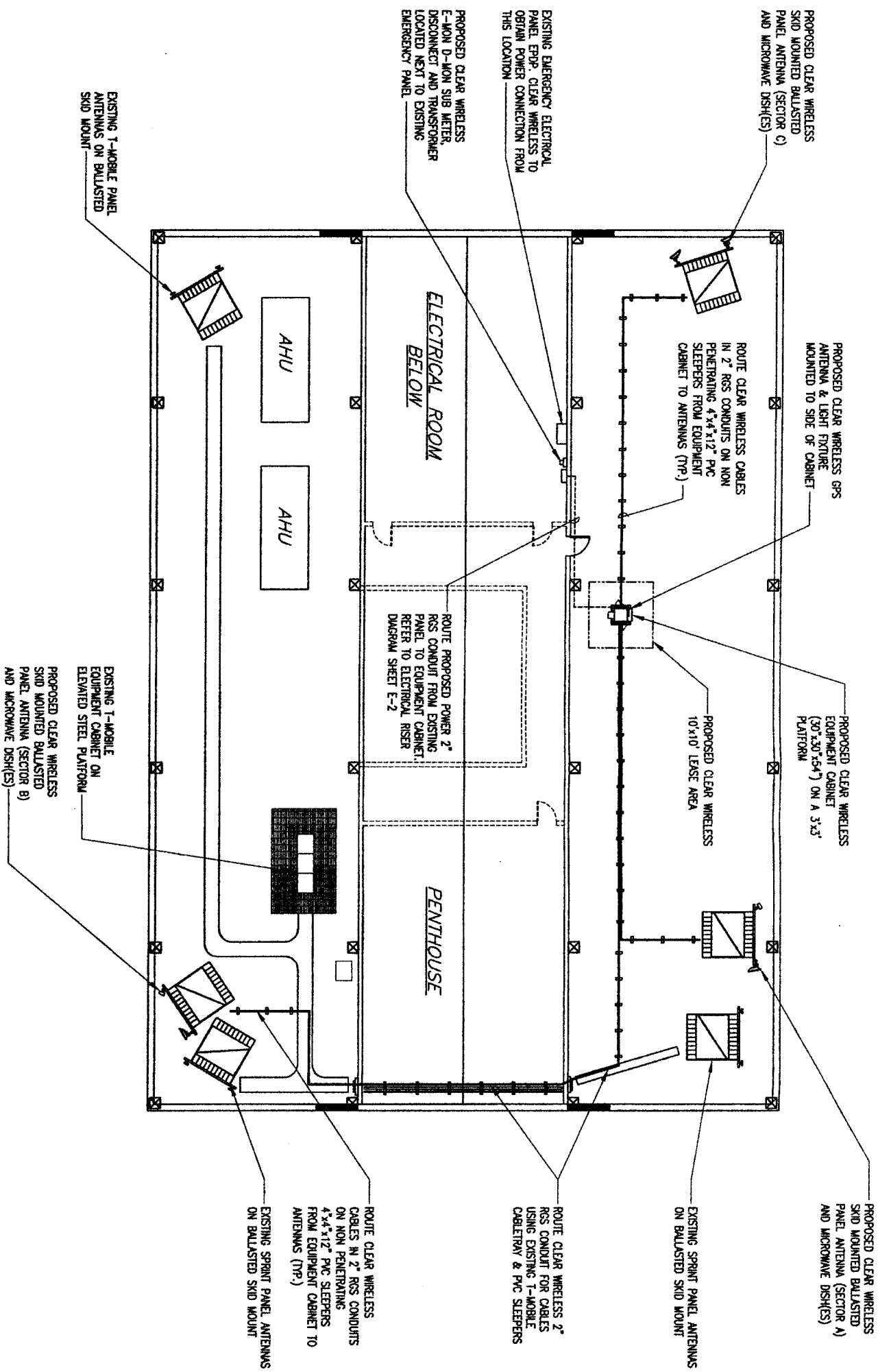
Clear Wireless, LLC
4400 DARTON POINT
KIRKLAND, WA 98033
TEL: (425) 216-7000
FAX: (425) 216-7000

NO.	DATE	REVISIONS
1	01-14-10	EM. GENERATOR SIZE CHANGED
2	01-14-10	FINAL CONSTRUCTION DRAWINGS
3	01-14-10	FINAL CONSTRUCTION DRAWINGS
4	01-14-10	FINAL CONSTRUCTION DRAWINGS
5	01-14-10	FINAL CONSTRUCTION DRAWINGS


SCALE: AS SHOWN
DESIGNED: B. QUINN
DRAWN: AWS

STATE OF TEXAS
REGISTERED PROFESSIONAL ENGINEER
CHRISTOPHER D. MORIN
194490
1/14/10

BC ARCHITECTS ENGINEERS
FALLS CHURCH, VA
CABINET DETAILS
DRAWING NUMBER
A-6
REV 1



SCALE IN FEET



TRUE NORTH

PROPOSED UTILITY ROUTING PLAN

SCALE: 11x17 - 1"=20'
SCALE: 24x36 - 1"=10'

1
E-1

BC
architects
engineers

3639 COLUMBIA PKE, SUITE 101
FALLS CHURCH, VA 22041-2868
TEL: (703) 671-6000
FAX: (703) 671-6300

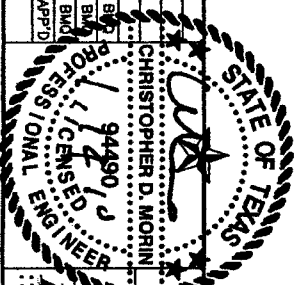
TX-HOU0465A

309 S. 4TH STREET
RICHMOND, TX 77469

Clear Wireless, LLC

4400 CARELLON POINT
KIRKLAND, WA 98033
TEL: (425) 215-7600
FAX: (425) 215-7900

NO.	DATE	REVISIONS	NO.	DATE	REVISIONS	NO.	DATE	REVISIONS
5								
4								
3								
2								
1	01-14-10	EA, GENERATOR SIZE CHANGED						
0	10-05-09	FINAL CONSTRUCTION DRAWINGS						
A	09-28-09	PRELIMINARY CD'S FOR REVIEW						

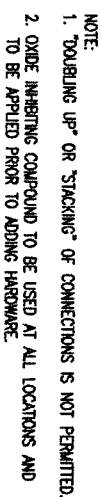
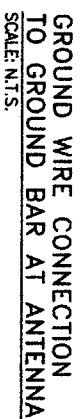


BC ARCHITECTS ENGINEERS
FALLS CHURCH, VA

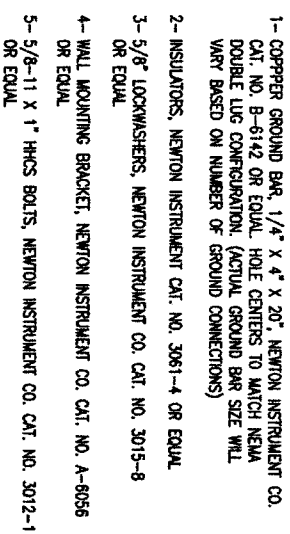
PROPOSED UTILITY ROUTING PLAN

DRAWING NUMBER

1



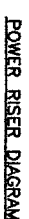
SCALE: N.T.S.



3
E-2



5
E-2



- (1) CLEAR WIRELESS TERMINAL CABINET WITH BUILT-IN DISCONNECT/OVER CURRENT PROTECTION (100A). CABINET SHALL BE PROMOTED BY THE OWNER AND INSTALLED BY THE ELECTRICAL CONTRACTOR.
- (2) EXISTING 34, 4N, 27/60V, 70A PANEL. AT&T TO OBTAIN POWER FROM THIS LOCATION.
- (3) PROVIDE AND INSTALL 2P-60AMP. CIRCUIT BREAKER IN AVAILABLE SPACE IN EXISTING PANEL BOARD.
- (4) PROVIDE & INSTALL SINGLE PHASE 100 AMP, 480V E-MON D-MON ENERGY-METER.
- (5) PROVIDE AND INSTALL NEW 2P-60A, 480V DISCONNECT
- (6) PROVIDE AND INSTALL (2) #8 THHN, THW COPPER CONDUCTORS, AND (1) #8 FOR GROUND IN 1" RGS CONDUIT.
- (7) PROVIDE AND INSTALL NEW SINGLE PHASE 25KVA, 480-240V/120V, 3-WIRE DRY (TYPE K13) TRANSFORMER IN NECA 3 ENCLOSURE
- (8) MAIN ANTENNA & EQUIPMENT BUS BAR.
- (9) PROVIDE AND INSTALL (1) #1/0 THHN COPPER WIRE IN 1" RGS CONDUIT AND EFFECTIVELY CONNECT WITH BUILDING STEEL STRUCTURE WHERE EFFECTIVELY GROUNDED, IN ACCORDANCE WITH ARTICLE 250-50 OF THE N.E.C
- (10) PROVIDE AND INSTALL #1/0 THHN GROUNDING CONDUCTOR IN 2" RGS CONDUIT FOR ANTENNA & CABINET GROUNDING.
- (11) ANTENNA & COLLECTOR GROUND BAR.
- (12) ANTENNA SECTOR GROUND BAR.
- (13) PROVIDE AND INSTALL (3) #2 THHN, THW COPPER CONDUCTORS, AND (1) #8 FOR GROUND IN 1 1/4" RGS CONDUIT.

4
E-2

3655 COLUMBIA PKWY, SUITE 107
FALLS CHURCH, VA 22041-2888
TEL: (703) 671-6000
FAX: (703) 671-6300

TX-HOU0465A

Clear Wireless, LLC

SCALE:	AS SHOWN	DESIGNED BY:	B. QUINN	DRAWN BY:	AMS
NO.	DATE	REVISIONS		BY	CHK APP'D
1	01-14-10	EM. GENERATOR SIZE CHANGED		LMS	CDM BLD
2					
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8					
9	10-05-09	FINAL CONSTRUCTION DRAWINGS		SB	CDM BLD
10	09-28-09	PRELIMINARY CD'S FOR REVIEW		AMS	CDM BLD
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CHRISTOPHER D. MOOIN
LICENSE NO. 94490
PROFESSIONAL ENGINEER

BC ARCHITECTS ENGINEERS
FALLS CHURCH, VA

ELECTRICAL DETAILS

BC
DRAWING NUMBER
E-2
REV: 1

ARCHITECTS ENGINEERS
FALLS CHURCH, VA

ELECTRICAL DETAILS

DRAWING NUMBER

E-2

GENERAL NOTES:

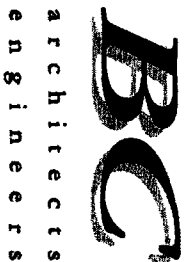
1. OBTAIN PERMIT AND PAY FEES RELATED TO ELECTRICAL WORK PERFORMED ON THIS PROJECT. DELIVER COPIES OF ALL PERMITS TO CLEARMARESS
2. SCHEDULE AND ATTEND INSPECTIONS RELATED TO ELECTRICAL WORK REQUIRED BY JURISDICTION HAVING AUTHORITY. CORRECT AND PAY FOR ANY WORK REQUIRED TO PASS ANY FAILED INSPECTION.
3. RETURNED AS-BUILTS ARE TO BE DELIVERED TO CLEARMARESS REPRESENTATIVE.
4. PROVIDE TWO COPIES OF OPERATION AND MAINTENANCE MANUALS IN THREE-RING BINDER.
5. FURNISH AND INSTALL THE COMPLETE ELECTRICAL SYSTEM, TELCO SYSTEM, AND THE GROUNDING SYSTEM AS SHOWN ON THESE DRAWINGS.
6. LOCAL WORK SHALL BE PERFORMED IN STRICT ACCORDANCE WITH ALL APPLICABLE BUILDING CODES AND ALL ORDINANCES. INSTALLED IN A NEAT MANNER AND SHALL BE SUBJECT TO APPROVAL BY CLEARMARESS REPRESENTATIVE.
7. CONDUCT A PRE-CONSTRUCTION SITE VISIT AND VERIFY EXISTING SITE CONDITIONS AFFECTING THIS WORK. REPORT ANY OMISSIONS OR DISCREPANCIES FOR CLARIFICATION PRIOR TO THE START OF CONSTRUCTION.
8. PROTECT ADJACENT STRUCTURES AND FINISHES FROM DAMAGE. REPAIR TO ORIGINAL CONDITION ANY DAMAGED AREA.
9. REMOVE DEBRIS ON A DAILY BASIS. DEBRIS NOT REMOVED IN A TIMELY FASHION WILL BE REMOVED BY OTHERS AND THE RESPONSIBLE SUBCONTRACTOR SHALL BE CHARGED ACCORDINGLY. REMOVAL OF DEBRIS SHALL BE COORDINATED WITH THE SITE OWNERS REPRESENTATIVE. DEBRIS SHALL BE REMOVED FROM THE PROPERTY AND DISPOSED OF LEGALLY. USE OF THE PROPERTY'S DUMPSTER IS PROHIBITED.
10. CONTRACTOR TO CONFIRM AVAILABLE CAPACITY AT EXISTING UTILITY PEDESTAL AND ADVISE ENGINEER OF SERVICE SIZE AND FAULT CURRENT LEVEL.
11. IF PEDESTAL DOES NOT HAVE ADEQUATE CAPACITY, CONTRACTOR TO SUBMIT COST QUOTATION TO UPGRADE. UPON APPROVAL OF SUBMITTED COST QUOTATION, THE CONTRACTOR SHALL PROVIDE NEW SERVICE AND/OR UPGRADE SERVICE. FEEDERS AND EQUIPMENT/ELECTRODE GROUNDING CONDUCTORS SIZE ACCORDINGLY.
12. CONTRACTOR SHALL VERIFY SEPARATION DIMENSION BETWEEN POWER COMPANY ELECTRICAL CONDUITS AND LP GAS PIPES AS PER UTILITY COMPANY, LOCAL CODES, NEC, NFPA, AND GAS TANK MANUFACTURER'S SPECIFICATION.
13. CONTRACTOR SHALL VERIFY THAT THE TOTAL NUMBER OF SERVICE ENTRANCE DISCONNECTS IN THE EXISTING UTILITY COMPANY PEDESTAL MUST NOT EXCEED SIX. IF THE NEW SERVICE ADDED EXCEEDS THIS VALUE, CONTRACTOR MUST COORDINATE WITH THE UTILITY COMPANY AND AUTHORITY HAVING JURISDICTION. THE RUNNING OF AN ADDITIONAL EXCLUSIVE AND DEDICATED SERVICE LATERAL SET FOR THE NEW LOAD ADDED TO THE COMPOUND AS PER NEC ARTICLE 230-2(8).
14. THE EQUIPMENT/PROTECTIONS MUST BE RATED FOR STANDARD AC RATE HIGHER THAN INCOMING EQUIPMENT AND/OR UTILITY COMPANY AC RATE.

GENERAL SPECIFICATIONS:

1. WIRING SHALL BE AWG STRANDED COPPER WITH THIN OR INSULATION #12 MINIMUM INSTALLED IN 1/2" MINIMUM CONDUIT. SIGNAL WIRING SHALL BE INSULATED #22 AWG. NO BX OR ROMEX CABLE IS PERMITTED. CONDUITS SHALL BE SIGNAL MOUNTED.
2. WIRING DEVICES AND EQUIPMENT SHALL BE UL LISTED SPECIFICATIONS GRADE.
3. MATERIALS SHALL BE NEW AND CONFORM TO THE APPLICABLE STANDARDS ESTABLISHED FOR EACH ITEM BY THE ORGANIZATIONS LISTED BELOW.
 - AMERICAN SOCIETY FOR TESTING MATERIALS (ASTM)
 - UNDERWRITER'S LABORATORY (UL)
 - NATIONAL ELECTRICAL MANUFACTURING ASSOCIATION (NEMA)
 - AMERICAN STANDARDS ASSOCIATION (ASA)
 - NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)
4. INSTALLATION OF MATERIALS SHALL COMPLY WITH REGULATIONS OF:
 - THE NATIONAL ELECTRICAL CODE (NFPA 70)
 - THE NATIONAL ELECTRICAL SAFETY CODE (ANSI C-2)
 - THE LIFE SAFETY CODE (NFPA 101)
 - LOCAL BUILDING CODES
5. THE ENTIRE SYSTEM SHALL BE SOLIDLY GROUNDING USING LOCKNUTS AND BONDING NUTS ON CONDUITS AND PROPERLY BONDED GROUND CONDUCTOR. RECEPTACLES AND EQUIPMENT BRANCH CIRCUITS SHALL BE GROUNDING WITH A FULL-SIZED EQUIPMENT GROUNDING CONDUCTOR RUN IN THE CIRCUIT'S CONDUIT
6. OUTLET AND JUNCTION BOXES SHALL BE ZINC-COATED OR GALVAN PLATED STEEL, NOT LESS THAN 4" SQUARE AND SUITABLE FOR THE TYPE SERVICE AND OUTLET. OUTLET AND JUNCTION BOXES SHALL BE SQUARE MOUNTED AND LABELED WITH BRANCH CIRCUIT BREAKER NUMBER.
7. LABEL ALL EQUIPMENT SERVED FROM CLEARANCELESS PANELBOARD WITH PHENOLIC LABELS SIZED IN RELATION TO USAGE.
8. INDOOR CONDUCTORS SHALL BE INSTALLED IN EMT UNLESS NOTED OTHERWISE. OUTDOOR CONDUCTORS SHALL BE INSTALLED IN RIGID GALVANIZED STEEL UNLESS NOTED OTHERWISE. WHERE EMT IS USED, IT SHALL BE WITH ONLY LISTED COMPRESSION FITTINGS. NO SET SCREW FITTINGS SHALL BE ALLOWED.
9. CONTRACTOR TO PROVIDE AND INSTALL ENGRAVED LABEL ON THE CLEARANCELESS METER SOCKET ENCLOSURE.

GROUNDING SPECIFICATIONS:

1. GROUNDING SHALL COMPLY WITH ARTICLE 250 OF THE NATIONAL ELECTRICAL CODE.
2. ALL GROUNDING DEVICES SHALL BE U.L. APPROVED OR LISTED FOR THEIR INTENDED USE.
3. ALL WIRES SHALL BE AWG THIN/TINNED COPPER UNLESS NOTED OTHERWISE.
4. GROUNDING CONNECTIONS SHALL BE EXOTHERMIC (SOLDERED) UNLESS NOTED OTHERWISE. CLEAN SURFACES TO SWEET METAL WHERE GROUND WIRES ARE CONNECTED TO GALVANIZED SURFACES. SPRAY COINTELD WITH GALVANIZING PAINT.
5. ROUTE GROUNDING CONDUCTORS ALONG THE SHORTEST AND STRAIGHTEST PATH POSSIBLE. BEND GROUNDING LEADS WITH A MINIMUM 8" RADIUS.
6. PRIOR TO INSTALLING LUGS ON GROUND WIRES, APPLY THOMAS & BETTS KOPR-SHIELD (TM OF JET LUB INC.), PRIOR TO BOLTING GROUND WIRE LUGS TO GROUND BARS, APPLY KOPR-SHIELD OR EQUAL.
7. WHERE BARE COPPER GROUND WIRES ARE ROUTED FROM ANY CONNECTION ABOVE GRADE TO GROUND RING, INSTALL WIRE IN 3/4" PVC SLEEVE, FROM 1'-0" ABOVE GRADE AND SEAL TOP WITH SILICONE MATERIAL.
8. PREPARE ALL BONDING SURFACES FOR GROUNDING CONNECTIONS BY REMOVING ALL PAINT AND CORROSION DOWN TO SHINY METAL. FOLLOWING CONNECTION, APPLY APPROPRIATE ANTI-OXIDIZATION PAINT.
9. GROUNDING WIRE CONNECTIONS SHALL BE 3-CRIMP C-TAP COMPRESSION TYPE. SPLIT BOLTS ARE NOT ACCEPTABLE.
10. GROUNDING WIRE CONNECTIONS SHALL BE 3-CRIMP C-TAP COMPRESSION TYPE. SPLIT BOLTS ARE NOT ACCEPTABLE.
11. CONNECTORS SHALL BE CRIMPED USING HYDRAULIC CRIMPING TOOLS.
12. SURFACE CONNECTIONS SHALL BE MADE TO BARE METAL. PAINTED SURFACES SHALL BE FILED TO ENSURE PROPER CONTACT. APPLY NON-OXIDIZING AGENT TO CONNECTIONS.
13. COPPER BUSSES SHALL BE CLEANED, POLISHED AND A NON-OXIDIZING AGENT APPLIED. NO FINGERPRINTS OR DISCOLORED COPPER WILL BE PERMITTED.
14. GROUNDING CONDUCTORS SHALL BE RUN THROUGH PVC SLEEVE WHERE ROUTED THROUGH WALLS, FLOORS, AND CEILING. ENDS OF CONDUIT SHALL BE GROUNDING. SEAL BOTH ENDS OF CONDUIT WITH SILICONE CAULK.
15. HARDWARE (I.E. NUTS, BOLTS, WASHERS, ETC.) IS TO BE STAINLESS STEEL.
16. EXOTHERMIC WELDS SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURERS RECOMMENDATIONS.
17. THE ENTIRE SYSTEM SHALL BE SOLIDLY GROUNDING USING LOCKNUTS AND BONDING NUTS ON CONDUITS AND PROPERLY BONDED GROUND CONDUCTORS. RECEPTACLES AND EQUIPMENT BRANCH CIRCUITS SHALL BE GROUNDING WITH A FULL SIZED EQUIPMENT GROUNDING CONDUCTOR RUN IN THE CIRCUIT'S CONDUIT.
18. INSTALL GROUND BUSINISMS ON ALL METALLIC CONDUITS AND BOND TO THE EQUIPMENT GROUND BUS IN THE PANEL BOARD.
19. GROUND BARS (SECTOR, COLLECTOR, MASTER) SHALL BE BARE 1/4"x4" COPPER. LARGE ENOUGH TO ACCOMMODATE THE REQUIRED NUMBER OF GROUND CONNECTIONS. THE HARDWARE SECURING THE MBS SHALL ELECTRICALLY INSULATE THE MBS FROM ANY STRUCTURE TO WHICH IT IS FASTENED.
20. APPLY 168 KOPR-SHIELD OR APPROVED EQUAL PRIOR TO MAKING MECHANICAL CONNECTIONS. CONNECTIONS SHALL BE MADE WITH STAINLESS STEEL BOLTS, NUTS AND LOCK WASHERS 3/8" DIAMETER MIN. WHERE GALVANIZING IS REMOVED FROM METAL, IT SHALL BE PAINTED OR TOUCHED UP WITH "GALVONOX" OR EQUAL.
21. ALL TERMINATIONS AT EQUIPMENT ENCLLOSURES, PANELS, FRAMES OF EQUIPMENT AND WHERE EXPOSED FOR GROUNDING CONDUCTOR TERMINATION SHALL BE PERFORMED UTILIZING TWO HOLE BOLTED TONGUE COMPRESSION TYPE WITH STAINLESS STEEL SELF-TAPPING SCREWS.
22. ALL CLAMPS AND SUPPORTS USED TO SUPPORT THE GROUNDING SYSTEM CONDUCTORS AND PVC CONDUITS SHALL BE PVC TYPE (NON-CONDUCTIVE). DO NOT USE METAL BRACKETS OR SUPPORTS WHICH WOULD FORM A COMPLETE RING AROUND ANY GROUNDING CONDUCTOR.
23. ALL BOLTS, WASHERS AND NUTS USED ON GROUNDING CONNECTIONS SHALL BE STAINLESS STEEL.
24. ALL BOLTS, WASHERS, AND NUTS USED ON GROUNDING CONNECTIONS SHALL BE STAINLESS STEEL.
25. THE CONTRACTOR SHALL ENGAGE AN INDEPENDENT ELECTRICAL TESTING FIRM TO TEST AND VERIFY THAT RESISTANCE TO EARTH DOES NOT EXCEED 50 OHMS. PROVIDE A COPY OF TESTING REPORT, INCLUDING THE METHOD AND INSTRUMENTS USED TO VERIFY RESISTANCE TO CLEMARELESS REPRESENTATIVE.
26. GROUND WIRES SHALL BE TINNED #2 AWG BARE SOLID CU UNLESS NOTED OTHERWISE.
27. BOND CABINET THROUGH THE MAIN GROUND BAR.



5659 COLUMBIA PKE, SUITE 10
FALLS CHURCH, VA 22041-2865
TEL: (703) 671-6000
FAX: (703) 671-6300

TX-HOU0465A

309 S. 4TH STREET
RICHMOND, TX 77469

Clear Wireless, LLC

4400 CABILLON POINT
KIRKLAND, WA 98035
TEL: (425) 218-7600
FAX: (425) 218-7900

SCALE:	AS SHOWN	DESIGNED	B. QUINN	DRAWN	AMS
			REVISIONS		
NO.	DATE			BY	CHK APP'D
1	01-14-10	EA. GENERATOR SIZE CHANGED		MAS	COM. BQ
2				SB	COM. BQ
3	10-05-09	FINAL CONSTRUCTION DRAWINGS		AMS	COM. BQ
4	09-28-08	PRELIMINARY CD'S FOR REVIEW		CHK	APP'D
5					

CHRISTOPHER D. MORIN
94480
LICENSED PROFESSIONAL ENGINEER
NEW JERSEY

BC ARCHITECTS ENGINEERS
FALLS CHURCH, VA

ELECTRICAL NOTES

DRAWING NUMBER	REV
E-4	1

LEASE AGREEMENT

THIS AGREEMENT made this day by and between **FORT BEND COUNTY**, a body corporate and politic under the laws of the State of Texas, by and through its Commissioners Court, hereinafter referred to as "Lessor," and **CLEAR WIRELESS LLC, a Nevada Limited Liability Company**, authorized to do business in the State of Texas, hereinafter referred to as "Lessee."

WHEREAS, the Lessor is the owner of real property and improvements located in Fort Bend County, Texas, and further described in Exhibit A, attached hereto and made a part hereof for all purposes, hereinafter referred to as "Lease Premises;" and,

WHEREAS, Lessee desires to lease a portion of the Lease Premises for the purpose of operation, installation and maintenance of certain cellular telephone antenna and related equipment, along with restricted ingress and egress thereto, and utility and cable easements thereto; and,

WHEREAS, Lessor represents that such lease of County property is authorized pursuant to RFP 09-107.

NOW THEREFORE, in consideration of the terms, conditions and rentals hereinafter set forth, Lessor and Lessee agree to the following:

WITNESSETH, THAT

1. USE

The Lease Premises are hereby leased to Lessee as a site for a cellular telephone communications tower and for any other lawful purpose, consistent with related cellular telephone applications, for which Lessee may desire to use the Leased Premises. Lessee shall have the right to erect, construct, operate, maintain, repair and replace on the Leased Premises the equipment described in Exhibit A – Product Specifications. Within the confines of the equipment footprint, Lessee shall have the right to erect, construct, operate, maintain, repair and replace on the Leased Premises the equipment described in Exhibit A. Lessee agrees and shall be required to light the communications monopole or tower, if any, in the manner required by the Federal Aviation Agency for structures 200' or higher. **Only the items listed in Exhibit A are allowable on the Leased Premises. Any additional structures, antennae, footprints, equipment, cabinets of any kind, and/or any other items not specifically contained in Exhibit A and authorized by Lessor are strictly prohibited. Lessee's failure to comply with the requirements of this paragraph shall constitute a default of this agreement and call for the immediate**

cancellation and termination of this agreement. Lessor shall have the right and authority to remove any and all structures, antennae, footprints, cabinets of any kind, or any other item placed/installed on the Leased Premises without notice to Lessee, in the event of a breach of this paragraph. Lessor shall not be responsible for any damage to any structures, antennae, footprints, equipment, cabinets of any kind, and/or any other item removed from the Leased Premises in the event of Lessee's default.

Lessee is hereby granted the limited right of ingress and egress to the Lease Premises during normal business hours of Lessor for the purpose of installation, maintenance, repair, replacement and removal of the communications tower and other equipment. Lessee shall have limited access to the Leased Premises at times when the Lessor's business activity is closed, such as after 5:00 p.m., weekends and holidays. In the event Lessee requires access to the Leased Premises after hours, Lessee shall contact Lessor no less than four (4) hours prior to being granted access to the Leased Premises.

Subject to the provisions of Paragraph 13 hereof, any and all structures, improvements, equipment, facilities and other property of whatever kind installed by or for Lessee on the Leased Premises shall be and remain the property of Lessee, whether affixed to the realty or not, and Lessee shall have the right to remove the same at any time during the term hereof and within 90 days after the termination or expiration of this lease or any extensions or renewals thereof. All the while, rent shall continue to be paid to Lessor until the removal of the property.

Lessee agrees and understands that it is the Lessee's responsibility to abide by all federal, state and local rules and regulations pertaining to the operation of the site and of Lessee's equipment; including without limitations, those pertaining to the installation, maintenance, height, location, use, operation, and removal of its equipment, antenna systems, and any other alterations or improvements authorized herein. Lessee agrees and understands that changes in rules and policies by agencies or persons other than Lessor that affect the operation or use of Lessee's equipment and of the site are not Lessor's responsibility. Lessee hereby represents that Lessee has obtained the necessary licenses and permits required to use said site, or that Lessee will obtain said licenses or permits, at Lessee's own expense, prior to any such use.

Lessee represents that it has independently ascertained that the site is adequate and proper for Lessee's intended use and has entered into this Lease Agreement based solely upon said independent investigation, and not by any representation by Lessor.

2.
TERM

This Lease Agreement shall be for a primary term ("Primary Term") of one (1) year, commencing on the date executed by the Lessee or Lessor, whichever is later the ("Commencement Date") and ending on the first anniversary of that date; provided, however, Lessee shall have the right and option to extend the term of this Lease Agreement for an additional one (1) year period, commencing on the first (1st) anniversary date of this lease (the "Renewal Period") with a three percent (3%) annual increase. Any and all renewals are not automatic and are subject to the written approval of Lessor.

3.
UTILITIES

If the Leased Premises is metered for electrical energy and power furnished by an electric utility serving the area, Lessee shall have the right to, at Lessee's sole cost and expense, install or transfer an electric meter to the Leased Premises, to Lessee's name and account. Lessee agrees to pay any and all power bills and/or any other obligations which it incurs in connection with the Leased Premises during the entire term of this lease and any renewal thereof, and agrees to hold the Lessor harmless from same. If the Leased Premises is not metered for electric energy and power furnished by an electric utility, Lessor hereby grants unto Lessee an easement for the purpose of bringing electricity to the Leased Premises. Telephone and electric service lines shall be installed by Lessee.

4.
COMPLIANCE WITH LAWS

Lessee agrees, at its expense, to conduct all operations on said Leased Premises in full compliance with all laws, ordinances, rules, regulations, orders or directives of any government authority, and shall not commit or allow to be committed any public or private nuisance thereon.

5.
WARRANTY

Lessor warrants that Lessor owns fee simple title to the Leased Premises, or has the authority to assign or sublet a previously executed lease, and that the leasehold estate herein created is and shall be free and clear of all liens and other encumbrances. Lessor warrants that this agreement includes access to the Leased Premises.

6.
COVERAGE AND INTERFERENCE

Lessor makes no representations concerning the distance at which useable signals may be transmitted and received from the site or location thereof. Lessee is hereby notified that the site is subject to degradation performance from, but not limited to, natural and man-made phenomena such as so-called "skip" interference, power line and ignition noise, intermodulation, co-channel interference, and interference from users of the same or other radio frequencies. Lessor is not responsible for interference due to the above or other causes.

7.
RENTAL

As rent and rental for the use of the Leased Premises, Lessee shall pay to Lessor the annual sum of **\$15,000.00**, payable in advance on the first (1st) calendar month following Commencement Date. This rental rate will be increased annually effective on the anniversary of the Commencement Date each year by three (3%). All future rental payments due hereunder shall be paid or tendered to Lessor at Lessor's address specified herein, or to such other place as Lessor may from time to time designate the Lessee upon not less than thirty (30) days advance written notice. No change of ownership with respect to the Leased Premises or with respect to the rental payments provided for herein shall be effective and binding upon Lessee for any purpose until thirty (30) days after the acquiring party shall have furnished Lessee by registered United States Mail, a copy duly certified by the appropriate public official, of the recorded instrument, if any.

Failure on the part of Lessee to make any rental payment hereunder on or before its due date shall give Lessor the right (following written notice and an opportunity to cure as provided below) to declare a forfeiture of this lease, which declaration of forfeiture shall be made in writing and shall be mailed or delivered to Lessee at the address specified herein (or to any subsequent address hereafter specified by Lessee). This lease and all rights of Lessee hereunder shall terminate thirty (30) days after receipt by Lessee of such written declaration of forfeiture, unless on or before the expiration of such thirty (30) day period the Lessee shall pay to Lessor the rental then owing hereunder.

8.
TERMINATION

- A)** Lessee may terminate this lease at any time by giving thirty (30) days written notice to Lessor of its intention to do so, after the expiration of the Primary Term.
- B)** Lessor may terminate this lease if Lessee shall default in the payment of any rent or fails to comply with the material provisions or conditions of this lease, and in either event, if such default shall continue for a period of thirty (30) days after written notice given by Lessor to Lessee specifying such default.
- C)** Rent shall continue until all personal property of the Lessee is removed and any damages repaired.
- D)** Lessor may terminate this lease if at any time Environmental Hazards are caused by Lessee's activities.

9.
INSPECTION AND ACCESS

Lessor shall be afforded unlimited access to the site and/or to Lessee's equipment for inspection purposes and Lessee shall furnish Lessor with a key or the combination of any lock securing the site and/or Lessee's equipment.

10.
ASSIGNABILITY

Lessee shall not sublet the Leased Premises, as described in Exhibit A, without prior written consent of Lessor. Upon acceptance of any assignment of this lease (together with a copy of such assignee's written assumption of Lessee's obligations hereunder), Lessor shall look solely to such assignee for the satisfaction of Lessee's obligations hereunder, and Lessee shall be released from any further obligations under this lease.

Lessee may lease a portion of the communication transmission facility without consent of Lessor. However, any lease of a portion of the communication transmission facility shall not release Lessee from any of the Lessee's obligations hereunder. Lessee agrees and shall demand the Insurance and Indemnity provisions of Paragraph 14 from any and all parties to whom a portion of the communication transmissions facility is leased from Lessee.

11.
ACCEPTABLE ENCUMBRANCES

Notwithstanding the terms and provisions of Paragraph 5 hereof, this lease is made expressly subject to certain valid and existing easements, leases,

rights of way, oil, gas and mineral rights, and restrictions which are presently of record.

12. DEFAULT

If Lessee fails to comply with any material provisions of this Lease Agreement and such failure is not cured within thirty (30) days after receipt of written notice thereof from Lessor, Lessor may, at its option, terminate this Lease Agreement without affecting any rights to which Lessor may be entitled. If any such default cannot reasonably be cured within thirty (30) days, Lessee will not be deemed to be in default hereunder if Lessee commences curing such default within the thirty (30) day period and thereafter diligently pursues such cure to completion. However, in no event shall any default remain uncured for a period of sixty (60) days.

If Lessor fails to comply with any material provisions of this Lease Agreement and such failure is not cured within thirty (30) days after receipt of written notice thereof from Lessee, Lessee may, at its option, terminate this Lease Agreement without affecting any rights to which Lessor may be entitled. If any such default cannot reasonably be cured within thirty (30) days, Lessee will not be deemed in default hereunder if Lessor commences curing such default within the thirty (30) day period and thereafter diligently pursues such cure to completion.

13. REMOVAL OF PROPERTY

Lessee shall have the right at any time during or within ninety (90) days after the termination of this lease to dismantle and remove all property and improvements placed by Lessee on the Leased Premises or on the lands of Lessor adjacent and contiguous to the Leased Premises, regardless of the manner in which such property and improvements may be affixed thereto; provided, however, that said premises shall be restored to substantially their original condition insofar as it is reasonably practicable to do so, reasonable wear and tear excepted, or, if mutually agreed upon, it may transfer such property to Lessor and leave the same in place as abandoned property. Lessee is required to repair any damage to the Leased Premises upon termination of this Agreement. Lessee shall be responsible and held liable for any and all Environmental Hazards caused by Lessee's activities and shall remove any and all such Environmental Hazards to Lessor's satisfaction.

This lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, assigns and legal representatives (where assignment is allowed). This agreement may be executed in counterparts, each of which shall be considered an original of this instrument,

and all of which shall constitute one and the same instrument. This agreement may be ratified by separate instruments referring hereto and shall be binding upon each party who executes or ratifies it without regard to whether it is executed or ratified by all those named herein as Lessor or Lessee, or whether such executing or ratifying party is named herein as a lessor or lessee.

14. INSURANCE AND INDEMNITY

Lessor provides no insurance on Lessee's equipment. Lessee agrees to furnish Lessor with Certificates of Insurance certifying that Lessee has agreed to the below specified insurance. Further, such Certificate of Insurance will name Lessor as an additional named insured on liability insurance with minimum coverage of:

Bodily Injury and/or Death: \$500,000.00 for injury or death to any one person, and \$1,000,000.00 for all injuries and/or death by more than one person in any one occurrence; and

Property Damage: \$1,000,000.00 for damage as a result of any one accident.

Except as to injury, death or property damage resulting from the sole negligence of Lessor, Lessor's agents, employees or contractors, Lessee agrees to indemnify and hold harmless Lessor and its representatives, successors and assigns from and against all claims, demands, rights, costs, expenses, compensation and causes of action of whatever kind and nature, including bodily and personal injuries, damage to property and the consequences thereof, resulting from the use, installation, removal, maintenance or repair of Lessee's equipment or Lessee's employees, officers, directors, agents, owners, representatives, contractors, guest, invitees, workers, employees, successors and assigns. Lessee hereby acknowledges and agrees that Lessee's use of the Site is at Lessee's own risk, and Lessee hereby releases Lessor, Lessor's agents, employees and contractors from all claims except for any damage or injury resulting from the sole negligence or intentional wrongful conduct of Lessor, Lessor's agents, employees or contractors.

15. HAZARDOUS MATERIALS

Lessee represents to Lessor, as part of the consideration recited herein that no part of the leased premises shall be used by Lessee for disposal, storage, treatment, processing, manufacturing or other handling of any hazardous wastes, hazardous substances, asbestos or other materials (collectively, the foregoing are referred to herein as "Hazardous Materials") deemed hazardous or otherwise subject to any federal, state, county or municipal laws, statutes, codes, rules,

regulations or ordinances pertaining to the use, handling, release, disposal, storage, treatment, processing or manufacturing of such Hazardous Materials or similar materials and substances (collectively, all such laws, etc. are referred to herein as "Environmental Laws.")

Lessee expressly acknowledges and agrees that in the event of any such contamination by Hazardous Materials shall hereafter occur, or shall hereafter be determined to have occurred, arising out of or resulting from Lessee's occupancy, at, upon, or from the leased premises, such occurrence of contamination shall be deemed, at Lessor's option, to constitute a default under this Lease Agreement. Lessee hereby covenants and agrees, further, that in the event of the occurrence of any such contamination by Hazardous Materials arising from Lessee's occupancy of the leased premises, or in the event of the determination that any such contamination of the property has occurred, Lessee shall be obligated, whether or not required by law, immediately to clean-up, remove, resolve, minimize the impact of or otherwise to remediate (any and all such activities being referred to generally as "Remediation") any such contamination of the property.

Lessee shall indemnify Lessor for, and shall defend and hold Lessor harmless from and against, any and all liabilities, causes of action, demands, penalties, losses, costs and expenses, including, but not limited to, attorney's fees and costs of Remediation, which may be suffered, paid or incurred by Lessor with respect to, or as a direct or indirect result of, the presence on or under, of the escape, seepage, leakage, spillage, discharge, emissions or release upon or from the leased premises of any Hazardous Materials or any contamination by Hazardous Materials, that may arise out of or result from the Lessee's use and occupancy of the leased premises.

16. DEBT SECURITY

Lessee may, without Lessor's consent, pledge, mortgage, convey by deed of trust or security deed, assign, create a security interest in, or otherwise execute and deliver any and all instruments for the purpose of securing a bona fide indebtedness, any or all of Lessee's interest in this Lease, any part thereof, and any and all of Lessee's right, title and interest in and to any and all of the Leased Premises. Promptly on Lessee's or Lessee's lender's request, Lessor shall execute and deliver all documents requested and prepared by any of Lessee's lenders including but not limited to waivers of Lessor's right to levy or distraint upon for rent of any of Lessee's property given as security for a debt, Lessor's estoppel certificate and agreement, consents to giving notice to Lessee's lender(s) in the event of Lessee's default under the provisions of this Lease, consents to Lessee's assignment to any lender(s) of any and all of Lessee's interest in or to this Lease and the Leased Premises and nondisturbance agreements from Lessor.

17.
NOTICES

All notices pertaining to this lease shall be considered as duly delivered when mailed to the address hereafter specified by registered, certified or regular mail. All notices shall be considered as duly delivered when mailed to the addresses specified below as hereinafter indicated. Either party may from time to time designate a different address by written notice to the other party. The initial addresses to be utilized hereunder are as follows, to-wit:

Lessor: Fort Bend County
301 Jackson, Suite 719
Richmond, Texas 77471

Copy to: Fort Bend County Purchasing Agent
4520 Reading Road, Suite A
Rosenberg, Texas 77471

Lessee: Clear Wireless LLC
Attn: Site Leasing
4400 Carillon Point
Kirkland, WA 98033
Telephone: (425)-216-7600
Fax: (425)-216-7900
Email: siteleasing@clearwire.com

Copy to: Clear Wireless LLC
Attn: Legal Department
4400 Carillon Point
Kirkland, WA 98033
Telephone: (425)-216-7600
Fax: (425)-216-7900

18.
INDEMNIFICATION

Lessee shall indemnify and hold harmless Lessor from and against any and all claims, suits, causes of action and damages of any kind or nature, arising from, or relating to the use of the site by Lessee unless such claim or damage is the result of the act, omission or negligence of Lessor. IN NO EVENT WILL EITHER PARTY HERETO BE LIABLE FOR ANY LOSS OF USE, LOSS OF TIME, INCONVENIENCE, COMMERCIAL LOSS, LOST PROFITS OR SAVINGS

OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES TO THE FULLEST EXTENT SUCH MAY BE DISCLAIMED BY LAW.

19.
ENVIRONMENTAL

To the best of Lessor's knowledge, the Lessor represents and warrants that the site has not been used for the generation, storage, treatment or disposal of hazardous substances or hazardous wastes. In addition, no hazardous substances, hazardous wastes, pollutants, asbestos, polychlorinated biphenyls (PCBs), petroleum or other fuels (including crude oil or any fraction or derivative thereof) or underground storage tanks (collectively "Environmental Hazards") are located on or about the site. For purposes of this lease, the term "hazardous substances" shall be defined as in the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. Section 9601 *et seq.*) (CERCLA), and any regulations promulgated pursuant thereto. The term "hazardous wastes" shall be as defined in the Resource Conservation and Recovery Act (42 U.S.C. Section 6901 *et seq.*) (RCRA), and any regulations promulgated pursuant thereto. The term "pollutants" shall be as defined in the Clean Water Act (33 U.S.C. Section 1251 *et seq.*), and any other regulations promulgated pursuant thereto. Lessee shall have the right and obligation during the Option Period to conduct such environmental tests as Lessee shall require to determine if Environmental Hazards exist on or about the site. Lessor shall have no obligation to conduct such test nor does Lessor have any obligation to indemnify and save harmless Lessee from and against any liabilities, penalties, fines, forfeitures, demands, damages, losses, claims, causes of action, suits, judgments, and costs and expenses, incidental thereto with any respect to any Environmental Hazards. In the event any Environmental Hazards are found during the Option Period, Lessee shall have the right to terminate such option and receive the monies deposited to Lessor. If any Environmental Hazards are found at any time during the Lease Period, other than any Environmental Hazards caused by Lessee's activities, Lessee shall have the right to terminate this lease by so notifying Lessor in writing. Obligations of Lessee upon termination shall be the same as to Lessee's obligations as previously set out in this lease.

20.
ESTOPPEL

Lessee shall at any time upon ten (10) days prior written notice from Lessor execute, acknowledge and deliver to Lessor a statement in writing (a) certifying that this Lease Agreement is unmodified and in full force and effect (or, if modified, stating the nature of such modification), and the date to which the Rent and other charges are paid in advance, if any, (b) acknowledging that there are not, to Lessee's knowledge, any uncured defaults on the part of Lessor hereunder, or specifying such defaults if any are unclaimed, and (c) setting forth

any prepaid Rent. Any such statement may be conclusively relied upon by any prospective purchaser, investor, lessee or encumbrancer of the Site.

21.
MISCELLANEOUS

- (a) Lessor and Lessee represent and warrant to each other that no broker was involved in connection with this transaction.
- (b) This lease shall be construed and governed by the laws of the State of Texas. The parties agree that venue for any action involving this lease may only be brought in Fort Bend County.
- (c) This agreement may be amended only in writing, executed by both parties hereto or their permitted transferees.
- (d) This lease, together with any exhibits attached hereto, shall constitute the entire agreement between the parties hereto. No party shall be bound by any communications between them on the subject matter of this lease unless the communication is in writing, bears a date contemporaneous with or subsequent to the date of this lease, and is agreed to by all parties hereto. Upon execution of this lease, all prior agreements or understandings between the parties regarding the subject matter hereof shall be null and void.
- (e) In the event of one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- (f) The headings of the paragraphs of this lease are for the guidance and convenience of reference only and shall not otherwise affect any of the terms or provisions hereof.
- (g) This Lease Agreement may be executed in any number of counterparts, each of which shall be deemed an original instrument, and all of which together shall constitute one and the same instrument. This Lease agreement shall become operative when each party has executed at least one counterpart.
- (h) This Agreement contains the entire Agreement among the parties and supercedes all other negotiations and agreements, whether written or oral.

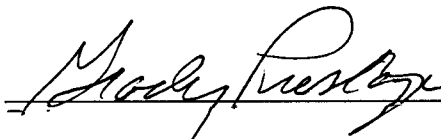
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22.
EXECUTION

IN TESTIMONY OF WHICH, THIS AGREEMENT has been executed by Lessor and Lessee as of the date below stated. Lessor and Lessee warrant and represents that the individual executing this agreement on behalf each have full authority to execute this Agreement and bind each party to the same.

LESSOR:


FORT BEND COUNTY

By: 

Grady Prestage, Commissioner Precinct 2
Presiding Officer, Commissioners Court, March 23, 2010

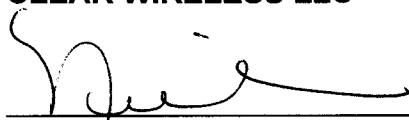
Date: 3-23-2010

ATTEST:


Dianne Wilson, County Clerk

LESSEE:

CLEAR WIRELESS LLC

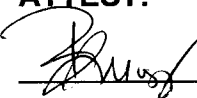
By: 
Signature

Printed Name: NICHOLE THOMAS

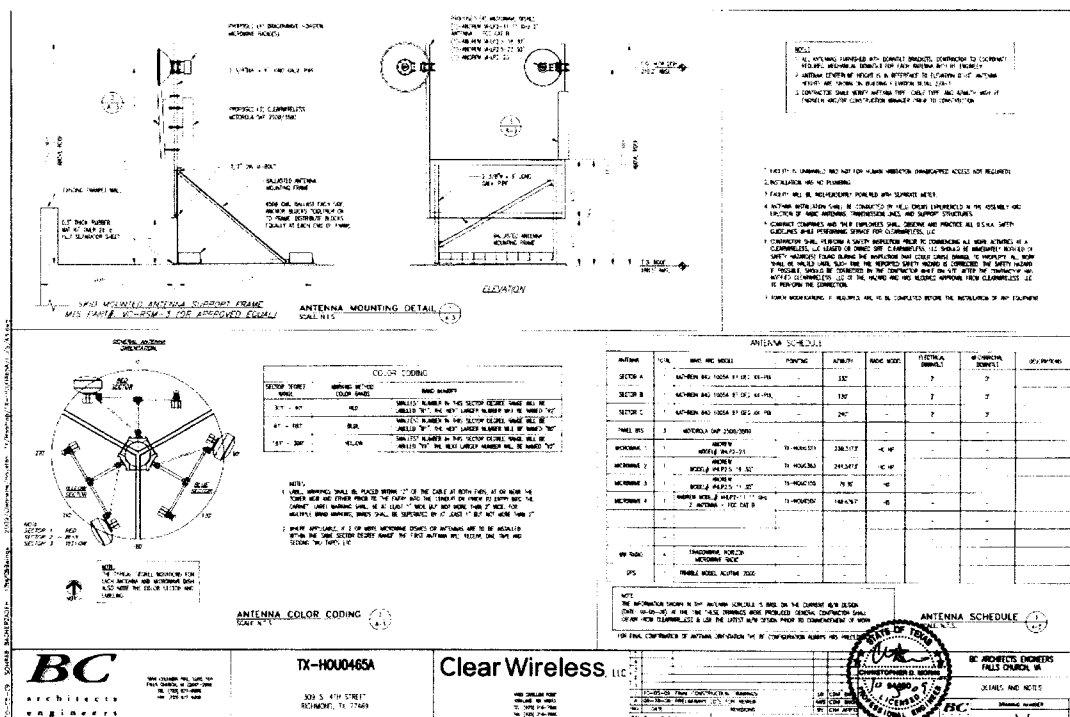
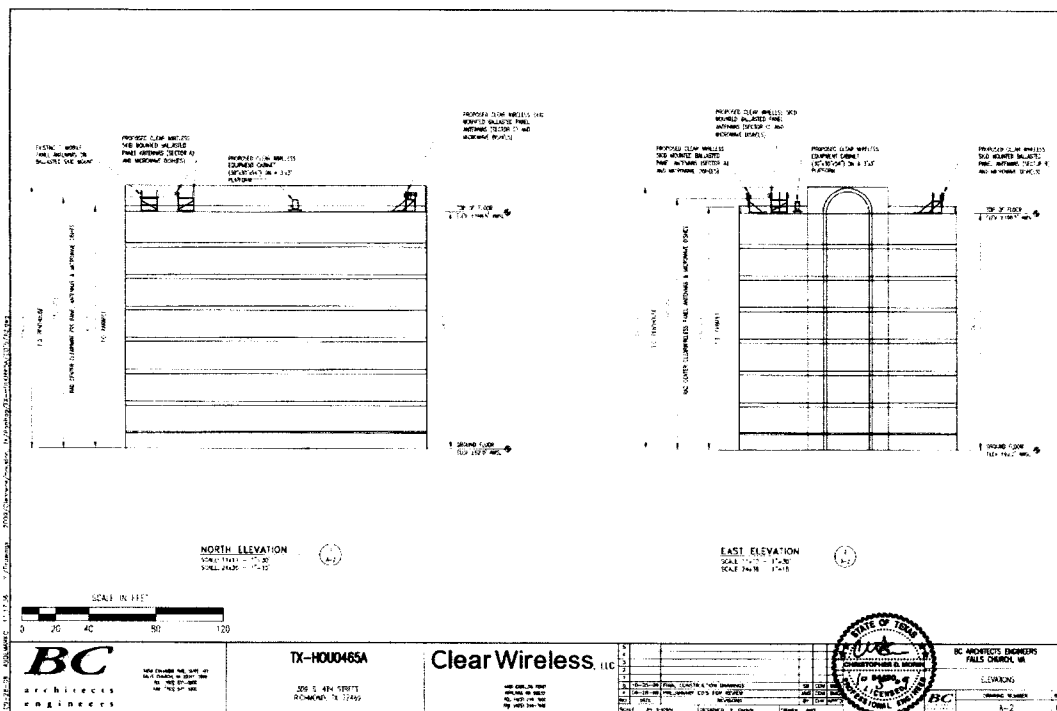
Title: DIRECTOR-NETWORK DEPLOYMENT

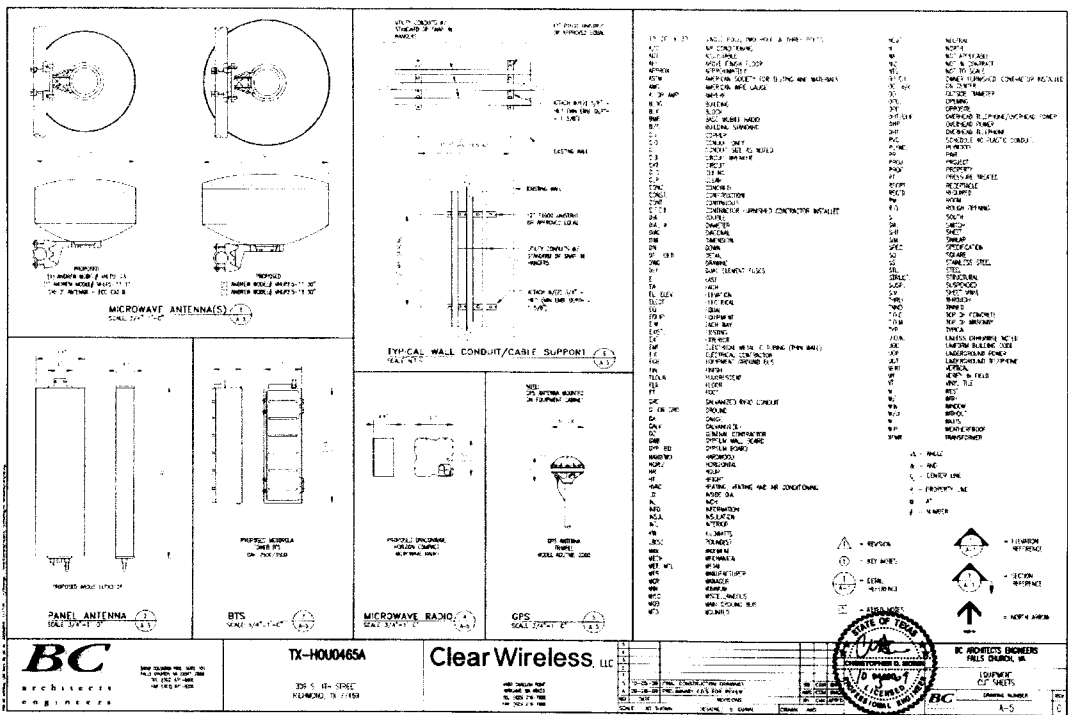
Date: 3/1/10

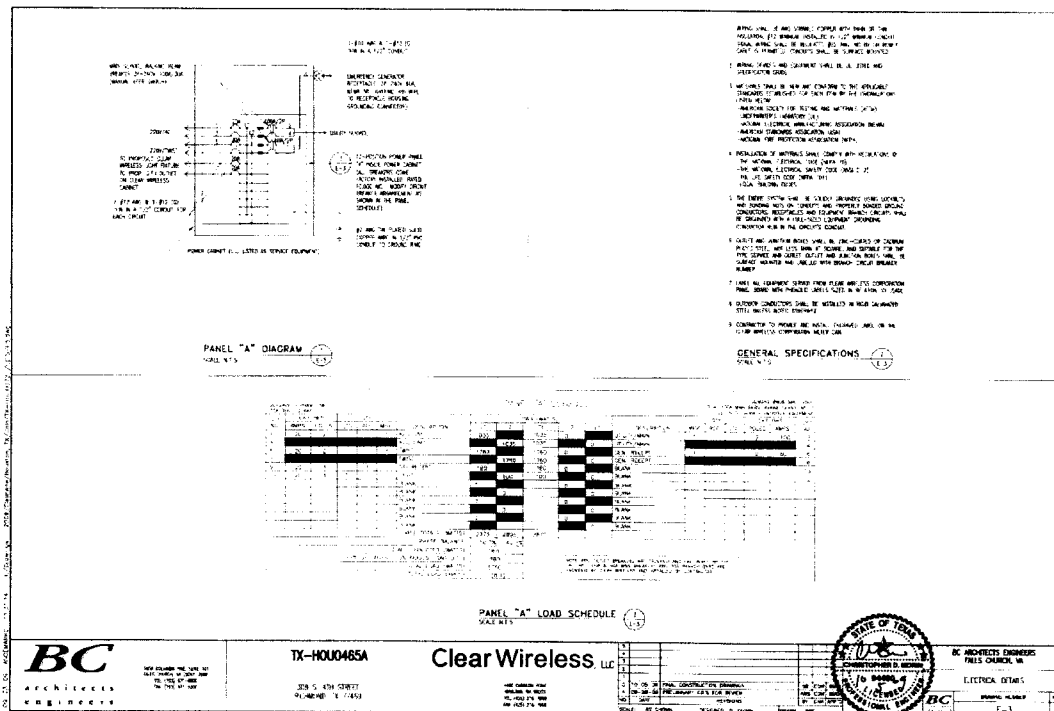
ATTEST:



mer: Clear Wireless Roof Lease.3892(01152010)







[illegible][illegible][illegible]