Agenda Item #: 3H-6

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY

Meeting Date:	September 10, 2024	[X] Consent [] Ordinance	[] Regular [] Public Hearing	***************************************
Department:	Facilities Development &	d Operations		

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: a License Agreement (License) in favor of Hotwire Communications, Ltd., to use County-owned property known as Roger Dean Chevrolet Stadium for the installation of fiber-optic cable and for the placement of appurtenant equipment on the property located at 4751 Main Street in Jupiter.

Summary: The Roger Dean Stadium Sports Complex (Complex), is located within the Abacoa planned residential development, North of Donald Ross Road on University Boulevard. Construction of the Complex was completed in 1998, so the facility is now over 25 years old. On March 12, 2024, the Board of County Commissioners approved a License Agreement with Hotwire for fiber optic or wireless telecommunication services to both of the Marlins and Cardinals Teams. The St. Louis Cardinals, LLC have requested that the County grant an additional non-exclusive License Agreement to Hotwire for the construction and installation of communication equipment, including but not limited to underground fiber-optic cable and appurtenant equipment to provide fiber-optic or wireless telecommunication capabilities to the Cardinals facilities located north of the Stadium. The Term of the License Agreement expires simultaneously with the expiration or termination of either: i) Sports Facility Use Agreement or ii) the Hotwire Communications, Ltd. Agreement with St. Louis Cardinals, LLC, whichever occurs sooner. Either party has the right to terminate the License with a ninety (90) day written notice to the other party. This License is being granted at no charge as it will provide fiber-optic communications service to the County-owned Complex. There is no fiscal impact associated with this License. (Property & Real Estate Management) District 1 (HJF)

Background and Justification: The Complex is a 90-acre site owned by Palm Beach County which is operated by Jupiter Stadium, Ltd. under the terms of a Sports Facility Use Agreement (R96-877D), dated July 9, 1996, as amended and restated (R2022-0521, R2023-0370 and R2023-1082). Hotwire Communication will start the installation of the fiber- optic cable once this License is approved.

Attachments:

- 1. Location Map
- 2. License Agreement with Ex A, Ex B and Ex B-1

Recommended By:	Remi l'agal allo	8/8/24	
	Department Director	Date	
Approved By:	Challer)	8/28/24	
	County Administrator	Date /	

II. FISCAL IMPACT ANALYSIS

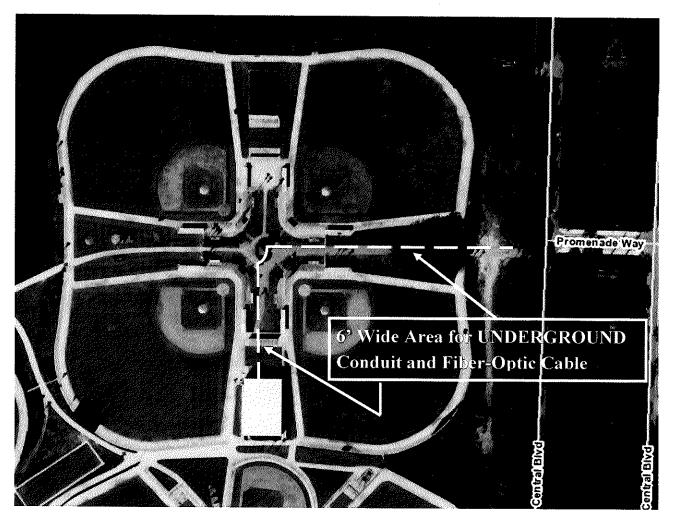
Α.	rive year Summary of Fi	scal Impact:				
Fisc	al Years	2024	2025	2026	2027	2028
Ope Exte Pros	ital Expenditures rating Costs ernal Revenues gram Income (County) Kind Match (County	-0-				
NET	FISCAL IMPACT	-0-	***************************************	20th		***************************************
	ODITIONAL FTE SITIONS (Cumulative)	 	, , , , , , , , , , , , , , , , , , ,			<u></u>
Is It	em Included in Current Bu	ıdget: Yes		No <u>x</u>		
Doe	s this item include the use o	of federal fun	ds? Yes	No <u>x</u> _	_	
Doe	s this item include the use o	of state funds	? Yes	No <u>x</u>	_	
Bud		Der Program		Unit	_ Object _	
В.	Recommended Sources of	f Funds/Sumr	nary of Fisc	cal Impact:		
	No fiscal impact.					
C.	Departmental Fiscal Revi	ew:	/ //			
		III. <u>REVII</u>	EW COMM	<u>IENTS</u>		
A. (OFMB Fiscal and/or Con Low Out 81: OFMB OF 8	tract Develop	Bu	ments: Manual M	M/9 8/14, d Control	124
В.	Legal Sufficiency:	8/22/24	Ynd E/15/c) 4		
C.	Assistant Jounty Attorney Other Department Review	v:				
	Department Director					

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

LOCATION MAP

A PORTION OF

30-42-41-13-10-019-0010



Palm Beach County Property Only
Being A 6 Foot Wide Strip of Land Being a Portion of Tract SF1, Abacoa Plat No. 1,
As Recorded in Plat Book 78, Page 145, of the Public Records of Palm Beach County, Florida as Depicted Above:

Prepared by & Return to: Lory Melendez-Delgado, Real Estate Specialist Palm Beach County Property & Real Estate Management Division 2633 Vista Parkway West Palm Beach, Florida 33411-5605 PCN: 30-42-41-13-10-019-0010 (portion of)

LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("License") entered into September 10 2024 by and between PALM BEACH COUNTY, a political subdivision of the State of Florida ("County"), whose legal mailing address is 301 North Olive Avenue, West Palm Beach, Florida 33401-4791, and HOTWIRE COMMUNICATIONS, LTD., Pennsylvania Limited Partnership whose legal mailing address is 2100 West Cypress Creek Road, Fort Lauderdale, FL 33309 ("Licensee").

WITNESSETH:

WHEREAS, County is the fee simple owner of certain real property more commonly known as Roger Dean Stadium, located at 4751 Main Street, Jupiter, Florida 33458, and more particularly described in the Official Records of Palm Beach County Florida in Official Records Book 9590 at Page 1293 Parcel ID: 30-42-41-13-10-019-0010 (the "Property"); and

WHEREAS, Licensee has requested a License to use a limited portion of the Property including a six foot wide fiber-optic cable conduit and appurtenant equipment on the property as depicted on Exhibit "A", attached hereto and made a part hereof, and the portions of the buildings ("Buildings") as depicted on Exhibit "B" and Exhibit "B-1", attached hereto and made a part hereof (Collectively, the property depicted on Exhibit "A" and the portions of the Building as depicted on Exhibit "B" and on Exhibit "B-1" shall hereinafter be referred to as the "License Premises"); and

WHEREAS, County is agreeable to providing Licensee a license on the terms and conditions set forth herein.

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

1. County hereby grants to Licensee, a non-exclusive License in the License Premises which will include the right for the construction, installation, operation, inspection, maintenance, repair, relocation, replacement,

reconstruction, upgrade and removal of certain communications equipment, including but not limited to underground fiber-optic cable and appurtenant equipment, in-ground hand holes, and above-ground wall mounted cabinets and junction boxes (collectively, the "Facilities") to be installed from time to time, in, on, under, across, and through the License Premises, together with the right, at Licensee's sole cost and expense, to maintain, reconstruct, improve, add to, enlarge, replace, repair, change the size of and remove the Facilities within the License Premises during the term of this License.

- 2. The term of this License (the "Term") shall commence upon the execution of this License by both County and Licensee and terminate along with the expiration or termination of either or both, 1) the Second Restated Sports Facility Use Agreement between the County and Jupiter Stadium, Ltd. (R2022-0521) dated May 17, 2022 ("Existing Use Agreement"), which superseded and replaced that First Restated Sport Facility Use Agreement (R2011-0694) dated May 3, 2011, which superseded and replaced that certain Sports Facility Use Agreement dated July 9, 1996 (R96-877D), as amended by the First Amendment to Sports Facility Use Agreement dated December 17, 1996 (R96-2117), and the Second Amendment to Sports Facility Use Agreement dated November 25, 1997 (R97-2068) as may be amended and/or restated from time to time. 2) Hotwire Communications, Ltd. Agreement between Licensee and St Louis Cardinals, LLC dated June 16, 2023 for fiber optic based or wireless telecommunication services, which terminates on June 16, 2026, unless extended by amendment. Either party has the right to terminate the License with a ninety (90) day written notice to the other party.
- 3. The Facilities within the License Premises shall be installed as reflected on Exhibit "B" and Exhibit "B-1" and in accordance with the terms and conditions set forth herein and in Exhibit "B" and Exhibit "B-1".
- 4. Upon completion of construction, Licensee shall provide to County "as-built" plans of the Facilities installed by Licensee and this License shall be amended to replace portions of Exhibit "B" and Exhibit "B-1" with the "as-built" plans.
- 5. Licensee's use, enjoyment of, and interest in the License Premises are and shall be strictly limited to that specifically granted herein. Licensee shall exercise the rights granted hereunder in a manner which does not unreasonably interfere with and minimizes the impact upon County's use and enjoyment of the License Premises, Buildings and County's adjoining property.
- 6. Notwithstanding anything in the law or herein to the contrary, County's use and enjoyment of and interest in the License Premises and Buildings is and shall remain paramount and superior to the License granted hereby, and the License granted hereby shall be strictly limited to that specifically stated herein and shall not permit any other use.
- 7. Licensee acknowledges that certain above ground and underground improvements may be constructed in the future by the County within the License Premises. Accordingly, Licensee covenants that it will protect all such improvements and any improvements made by future, including

without limited to, driveway, parking area, water mains, irrigation pipes, storm water pipes, sanitary sewer pipes, electric service lines, telephone lines, park lighting, fencing, trees and landscaping.

- 8. If deemed reasonably necessary, County reserves the right to require Licensee to relocate the Facilities during the term of this License, and Licensee agrees to relocate the Facilities, at its sole cost and expense, provided that County provide no less than ninety (90) day written notice of such relocations and shall otherwise make a reasonable effort to coordinate the timing of the relocation with Licensee in order to avoid, as much as commercially possible, any disruption in service.
- 9. Licensee shall be solely responsible for and shall, at all times, maintain in good condition and repair the License Premises and all improvements constructed therein pursuant to this License at its sole cost and expense. Additionally, Licensee shall promptly repair, replace and/or restore the License Premises and any improvements now existing or constructed hereafter, including earth, fill and landscaping, to the condition it was in prior to exercise of any rights granted hereunder, using materials of like kind and quality.
- 10. County shall not be liable for injury, loss or damage to any of Licensee's facilities that may be present in or outside the License Premises and/or Buildings from time to time, however occurring, except where caused by the County's negligence or intentional misconduct and subject to Section 768.28, Florida Statutes.
- 11. If Licensee, its successor or assigns, shall ever abandon the License granted hereby or cease to use the same, this License shall automatically terminate without any further action of either party hereto, and Licensee shall, if requested by County, release the same of record.
- 12. Upon termination of this License, Licensee shall, if requested by County, remove any improvements it constructed or installed located within or outside the License Premises and Buildings at Licensee's sole cost and expense.
- 13. Licensee shall obtain from County and any other necessary governmental entities written approval of all plans relating to construction of any improvement within the License Premises prior to commencement of construction thereof. Licensee shall give County ten (10) days written notice prior to commencement of construction. Licensee shall diligently perform all work hereunder to completion. Any improvements constructed pursuant to this License shall be constructed at Licensee's sole cost and expense within the confines of the License Premises in accordance with the approved plans, all permits related thereto, and applicable statutes, codes, rules, regulations, and ordinances, shall be diligently pursued to completion, and shall be maintained in a presentable fashion.
- 14. Licensee shall coordinate all construction and installation of the Facilities, including the specific placement, method of attachment, boring location and routing for the conduit, and access to the Buildings with County, and shall follow County's reasonable instructions regarding the installation of the Facilities and which instructions are consistent with applicable laws and all rules, regulations or policies with which Licensee is required to comply. Licensee shall obtain County's

written approval of the location of such boring and routing of the conduit prior to commencing its installation/construction activities within the License Premises. In addition, Licensee shall (i) give County prior notice via telephone during regular business hours to Shakira Kolb, (561) 233-4450, Facilities Manager Central Region or afterhours call the Emergency Operation Center at (561) 712-6428 before entering the Buildings to install, repair, maintain, alter, or otherwise service the Facilities; (ii) coordinate all such work with County, and (iii) perform the same in such a manner so as not to unreasonably disturb the tenants of the Buildings.

- 15. This License is granted without warranty or representation and subject to zoning and other governmental restrictions, matters reflected on any plat relating to the Property, and all other Licenses, restrictions, conditions, encumbrances and other matters of record.
- 16. Neither County's nor Licensee's interest in the License Premises, Buildings or Property shall be subject to liens arising from Licensee's use of the License Premises, nor exercise of the rights granted hereunder. Licensee shall promptly cause any lien imposed against the License Premises, Buildings or Property to be discharged or transferred to bond.
- 17. To the extent permitted by law, Licensee shall indemnify, defend and save County, its agents, officers, and employees harmless from and against any and all claims, actions, damages, liability and expense, whether at trial or appellate level or otherwise, in connection with loss of life, personal injury and/or damage to or destruction of property arising from or out of the occupancy or use by Licensee of the Premises or any part thereof; or any negligent act, error or willful omission of Licensee, its agents, contractors, employees, volunteers or invitees. In case County shall be made a party to any litigation commenced against Licensee or by Licensee against any third party, then Licensee shall protect and hold County, its agents, officers, and employees harmless and pay any reasonable costs and attorney's fees incurred by County in connection with such litigation, whether at trial or appellate level or otherwise. This Section shall survive termination or expiration of this License Agreement. Nothing herein shall be construed as a waiver of sovereign immunity or the statutory limits of liability set forth in Section 768.28, Florida Statutes.
- 18. Licensee shall, during the entire Term hereof, keep in full force and effect General Liability Insurance in an amount not less than \$1,000,000 per occurrence combined single limit bodily injury and property damage liability and Workers Compensation insurance covering all employees in accordance with Chapter 440 Florida Statutes. The General Liability policy shall include coverage for Premises Operations, Contractual and Product Liability, Independent Contractors, Contractual Liability and Personal Injury, and Broad Form Property Damage Liability coverages.

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

business in the State of Florida and subject to the approval of the County's Risk Management Department.

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

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

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

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

- 19. The grant of License contained herein is for the use and benefit of Licensee, its successors, and assigns and is not intended and shall not be construed as a dedication to the public of any portion of the License Premises, Buildings or Property for public use.
- 20. County hereby retains all rights relating to the License Premises and Buildings not specifically conveyed by this License including the right to use the License Premises and Buildings and any improvements now existing or constructed hereinafter therein, and the right to grant to third parties additional Licenses in the License Premises or the right to use the improvements therein and in the Buildings.
- 21. All of the benefits, burdens, Licenses, and agreements contained herein shall constitute covenants running with the land, shall be binding upon and/or shall accrue to the benefit of County and Licensee and their respective successors and assigns.
- 22. This License may not be assigned by Licensee without written consent of County, in its sole discretion; provided that, Licensee may assign the License without consent, but upon advance notice to County, to any parent, lender, affiliate, or subsidiary of Licensee, any entity that purchases all

or substantially all of Licensee's assets in the region where the License Premises is located and which assumes all of Licensee's obligations and duties under the License or any entity into which Licensee or its parent is merged or consolidated. County may require Licensee to supply documentation showing that the assignee has sufficient and adequate resources to undertake the obligations, responsibilities and liabilities of Licensee under the License.

- 23. This License shall be governed by, construed and enforced in accordance with, the laws of the State of Florida. Venue in any action, suit or proceeding in connection with this License shall be in a state court of competent jurisdiction in Palm Beach County, Florida.
- 24. In the event Licensee fails or refuses to perform any term, covenant or conditions of this License for which a specific remedy is not set forth herein, County shall, in addition to any other remedies provided at law or in equity, have the right of specific performance and injunctive relief.
- 25. No party shall be considered the author of this License since the parties hereto have participated in extensive negotiations and drafting and redrafting of this document so as to arrive at a final agreement. Thus, the terms of this License shall not be strictly construed against one party as opposed to the other party based upon who drafted it. In the event that any section, paragraph, sentence, clause, or provision hereof is held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this License and the same shall remain in full force and effect.
- 26. This License contains the entire understanding and agreement of the parties with respect to the subject matter hereof. No amendment shall be effective unless the same is in writing and signed by all parties.
- 27. The County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the Licensee warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.
- 28. Licensee shall not record this License Agreement, or any memorandum or short form thereof in the public records of Palm Beach County. Any such recording shall constitute a default hereunder and shall result in immediate termination of this License Agreement. Licensee's lenders may file a UCC-1 or any other instrument necessary to protect a security interest in the communications equipment owned by Licensee; provided that, such UCC-1 statement or other instrument shall be filed against Licensee's communication equipment only, and shall not encumber the License Premises, and no event shall Licensee cause or permit the recording of a copy of this License, or any other encumbrance against County, the property or County's interest therein. Neither County's nor Licensee's interest in the License Premises, shall be subject to liens arising from Licensee's use of the License Premises, nor exercise of the rights granted hereunder. Licensee shall promptly cause any

lien imposed against the Easement Premises to be discharged or transferred to bond. All costs associated with such instrument filings permitted hereunder shall be paid by Licensee.

- 29. Time is of the essence with respect to the performance of every provision of this License Agreement in which time of performance is a factor.
- 30. Pursuant to Palm Beach County Code, Sections 2-421 through 2-440, as amended, Palm Beach County's Office of Inspector General is authorized to have the power to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 through 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.
- 31. No provision of this License Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this License Agreement, including but not limited to any citizen or employees of the County and/or Licensee.
 - 32. All notices and elections (collectively, "Notices") to be given or delivered by or to any party hereunder shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service, or national overnight delivery service, telecopied or faxed, or alternatively shall be sent by United States Certified Mail, with Return-Receipt Requested. The effective date of any Notice shall be the date of delivery of the Notice if by personal delivery, courier services, or national overnight delivery service, or on the date of transmission with confirmed answer back if by telecopier or fax if transmitted before 5PM on a business day and on the next business day if transmitted after 5PM or on a non-business day, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designate the following addresses as the addresses to which Notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:
 - (a) If to the County at:

Property and Real Estate Management 2633 Vista Parkway
West Palm Beach, FL 33411
pbhogaita@pbcgov.org

with a copy to:

Palm Beach County Attorney 301 North Olive Avenue Attention: Real Estate West Palm Beach, FL 33401

(b) If to the Licensee at:

Hotwire Communications, Ltd. 2100 West Cypress Creek Road Fort Lauderdale, FL 33309 Attention: General Counsel

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

33. This License Agreement is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners, and shall become effective only when signed by all parties and approved by the Palm Beach County Board of County Commissioners.

Remainder of the Page Intentionally Left Blank

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

Signed and delivered in the presence of:

WITNESS:

LICENSEE:

HOTWIRE COMMUNICATIONS, LTD.

a Pennsylvania Limited Partnership

By: HOTWIRE COMMUNICATIONS, LLC

Kristin Johnson, Manager Member

a Pennsylvania Limited Partnership, its General Partner

2100 W Cypress Creek Rd.
Address
Fort Lauderdale, FL 333 09

[Signatures continue on next page]

ATTEST:	
JOSEPH ABRUZZO CLERK OF THE CIRCUIT COURT &COMPTROLLER	PALM BEACH COUNTY, a political subdivision of the State of Florida
By: Deputy Clerk	By: Maria Sachs, Mayor
APPROVED AS TO SUFFICIENCY By: Assistant County Attorney	APPROVED AS TO TERMS AND LEGAL CONDITIONS By: Department Director
G:\PREM\Agenda\2024\08-20-24\Roger Dean-Hotwire-Cardinals\St. Louis Ca	ardinals License Agreement 5.14.24 HF app reapproved HF 7.12.24.docx

EXHIBIT "A"

Palm Beach County Property Only
Being A 6 Foot Wide Strip of Land Being a Portion of Tract SF1, Abacoa Plat No. 1, As Recorded in Plat Book 78, Page 145, of the Public Records of Palm Beach County, Florida as Depicted Below:

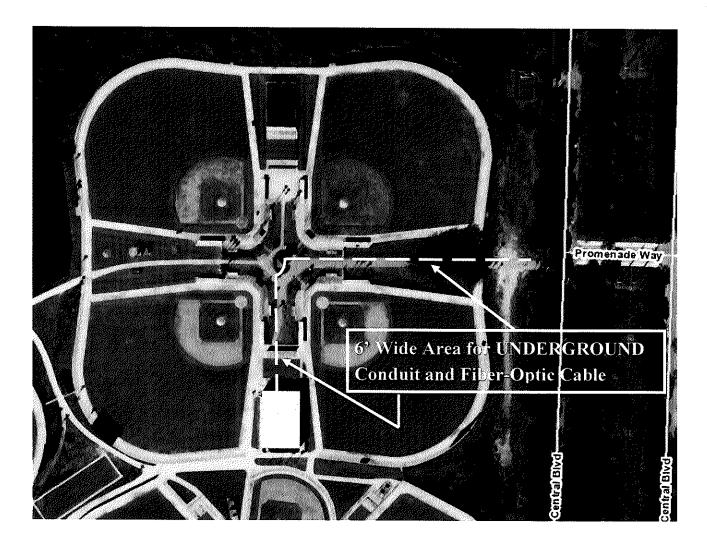
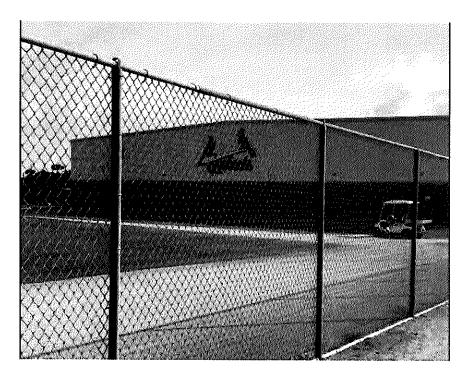


EXHIBIT "B"

BUILDINGS ISP Scope of Work

Roger Dean Stadium -St Louis Cardinals 4795 University Blvd. Jupiter, FL 33458

POC: Paul Virginia paul@btsfla.com (561) 630-1857



View of the Stadium from access route.

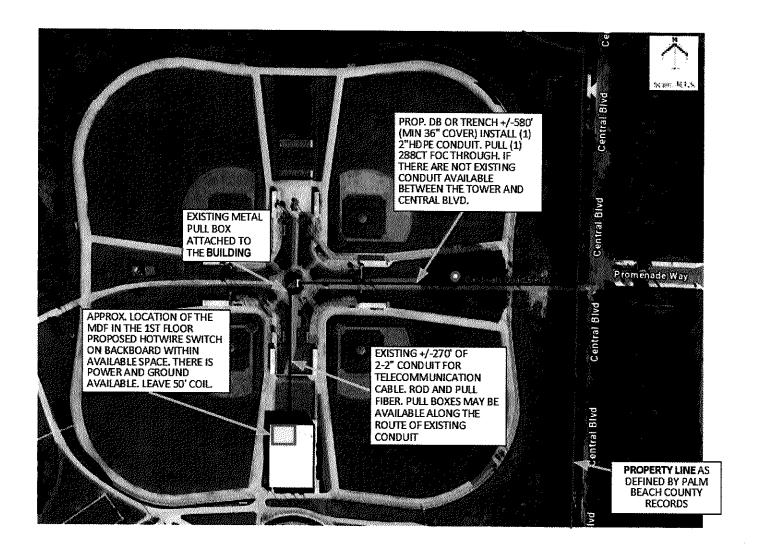
Scope of Work:

Hotwire will run minimum 4 fiber strands into the customer's data room.

Materials needed Cisco 2960X – customer will provide BBU

Aerial View of Building:

The tower has a conduit and pull string (shown below) that runs into the Cardinal's data room



CONSTRUCTION NOTES:

THIS IS ONLY A SKETCH TO REPRESENT THE SOW. NO MATERIALS OR PLACEMENT PROCEDURES ARE SPECIFIED ON THIS SKETCH CONTRACTOR IS RESPONSIBLE FOR FOLLOWING ALL APPLICABLE PRACTICES AND CODES FOR MATERIAL SELECTION AND INSTALLATION RESTORE TO EQUAL OR BETTER CONDITIONS CONSTRUCTION CONTRACTOR SHALL VERIFY THE ACCURACY OF EACH UTILITY PLAN AND PROFILE

CALL 811 BEFORE YOU DIG

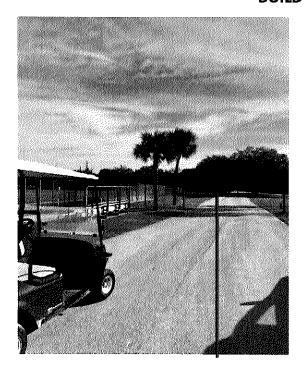


UTILITIES AND ROAD ELEVATIONS OBTAINED FROM FELD OBSERVATIONS AND CITY RECORDS CONTRACTOR IS RESPONSIBLE TO CALL FOR LOCATES AND VERRY ACCURACY OF EACH UTILITY PLAN AND PROPILE

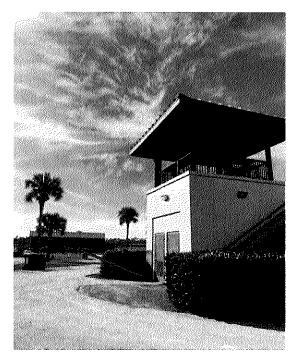


VICINITY MAP

EXHIBIT "B-1" BUILDINGS

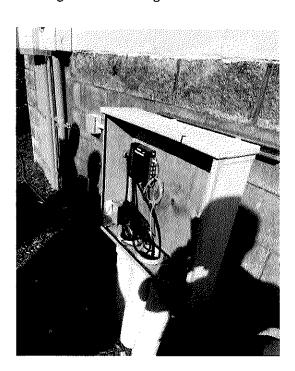


Prop. DB or Trench +/-580' (Min 36" cover) Install (1)2" HDPE Conduit. Pull (1) 288CT FOC Through. If there are not conduit available.



Existing 2-2" conduit for communication cable. Rod and pull foc. Pull boxes may be available along route of existing conduit.

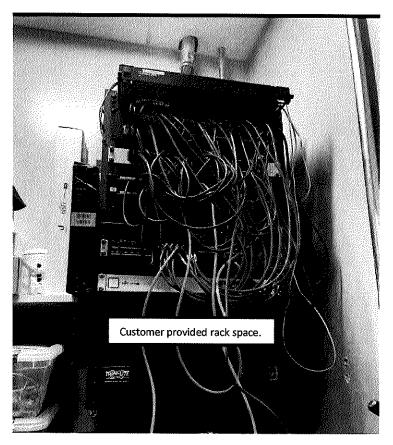




Conduit coming through the pull box with available space, road and pull FOC

Customer Dmarc:

The conduit and pull string (shown below) from the tower runs into this data room. Hotwire will install equipment in the customer provided rack space.



Existing conduit is coming from the tower with available space to FOC proposed.



Customer to provide (if not already available)

- 120 VAC / 15 A outlet
- busbar connected to NEC approved ground through a #6 cable



FISION Work Fision Work service is delivered by the 100% fiber optic network we have built to serve our customers. Our services are delivered directly to each door with a dedicated connection. Unlike some of the incumbent providers we do not share your bandwidth. Plus, our customers enjoy higher bandwidth options, more features and better quality than any other technology available today. Fision is the future of technology. It is our vision to innovate, to deliver and to give our customers more.

- Fision is super- fast HIGH SPEED INTERNET service offering speeds unmatched by cable
- Fision is crystal-clear TELEPHONE service connecting you with the ones you love
- Fision is DIGITAL HD TELEVISION service with advanced features and amazing picture quality

All cables will be plenum, all workers will have badges & Hotwire shirts, after hours work available