Recording Requested By <u>& When Recorded Return To:</u>

New Cingular Wireless PCS, LLC Attn: Tower Asset Group – Lease Administration 575 Morosgo Drive NE Atlanta, GA 30324

APN: 368-162-16

(Space Above This Line For Recorder's Use Only)

Cell Site No.: CVL01984 Search Ring Name: Reedley Cell Site Name: Reedley (CA) Fixed Asset No.: 14568075 State: California **County: Fresno**

MEMORANDUM OF LEASE

This Memorandum of Lease is entered into on this 15 day of <u>May</u>, 2019, by and between the City of Reedley, a municipal corporation, having a mailing address of Attn: City Manager, 845 G Street, Reedley, CA 93654 (hereinafter called "Landlord"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Drive NE, Atlanta, GA 30324 ("Tenant").

- Landlord and Tenant entered into a certain Option and Tower Structure Lease Agreement as of the <u>15</u>th day of <u>1009</u>, 2019 ("Agreement"), for the purpose of installing, operating and maintaining a communication facility and other improvements. All of the foregoing is set forth in the Agreement.
- 2. The initial lease term will be five (5) years commencing on the effective date of written notification by Tenant to Landlord of Tenant's exercise of its option, with five (5) successive automatic five (5) year options to renew.

3. The portion of the land being leased to Tenant and associated easements are described in **Exhibit 1** annexed hereto.

4. The Agreement gives Tenant a right of first refusal in the event Landlord receives a bona fide written offer from a third party seeking any sale, conveyance, assignment or transfer, whether in whole or in part, of any property interest in or related to the Premises, including without limitation any offer seeking an assignment or transfer of the Rent payments associated with the Agreement or an offer to purchase an easement with respect to the Premises.

5. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above written.

LANDLORD:

City of Reedley, a municipal corporation

By Name: Its: Date

TENANT:

New Cingular Wireless PCS, LLC, a Delaware limited liability company

By: AT&T Mobility Corporation Its: Manager

By: Name: Vani Muller Its: Manager Date: Real Estate & Construction

[ACKNOWLEDGMENTS APPEAR ON NEXT PAGE]

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LANDLORD ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California County of Freen 7.2019 On Acon before me de con enerc (insert name and title of the officer personally appeared 100

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are-subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

(Seal)



TENANT ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California County of CUMBA GUSTA 2019 before me, KATMAWHE-Kungewal WKARY puble C (insert name and title of the officer) On

personally appeared <u>VAA</u> <u>AVIER</u> who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Ky Martin Ungen

(Seal)



EXHIBIT 1

DESCRIPTION OF PROPERTY AND PREMISES

Page 1 of 2

to the Memorandum of Lease dated ______, 2019, by and between the City of Reedley, a municipal corporation, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Property is legally described as follows:

Real property in the City of Reedley, County of Fresno, State of California, described as follows:

LOTS 21 TO 32, INCLUSIVE, IN BLOCK 52 OF THE TOWN (NOW CITY) OF REEDLEY, ACCORDING TO THE MAP THEREOF RECORDED IN BOOK 5 PAGE 6 OF PLATS, FRESNO COUNTY RECORDS.

APN: 368-162-16

The Premises are described and/or depicted as follows:

[One (1) Page Depiction of the Premises Suitable for Recording in Fresno County Appears on Following Page]

Market: Northern California Cell Site Number: CVL01984 Cell Site Name: Reedley (CA) Search Ring Name: Reedley Fixed Asset Number: 14568075

OPTION AND TOWER STRUCTURE LEASE AGREEMENT

THIS OPTION AND TOWER STRUCTURE LEASE AGREEMENT ("Agreement"), dated as of the latter of the signature dates below (the "Effective Date"), is entered into by the City of Reedley, a municipal corporation, having a mailing address of Attn: City Manager, 845 G Street, Reedley, CA 93654 ("Landlord"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Drive NE, Atlanta, GA 30324 ("Tenant").

BACKGROUND

Landlord owns that certain plot, parcel or tract of land, as described on **Exhibit 1**, improved with two (2) water tank tower structures (collectively, the "**Towers**"), together with all rights and privileges arising in connection therewith, located at 1752 10th Street, in the City of Reedley, County of Fresno, State of California [APN: 368-162-16] (collectively, the "**Property**"). Landlord desires to grant to Tenant the right to use a portion of the Property in accordance with this Agreement.

The parties agree as follows:

1. <u>OPTION TO LEASE.</u>

(a) Landlord hereby grants to Tenant an option (the "**Option**") to lease a portion of the Property consisting of:

(i) Approximately two hundred forty (240) square feet of ground space, as described on attached **Exhibit 1**, for the placement of Tenant's equipment (the "**Ground Space**").

The portion of each of the Towers selected by Tenant and dedicated for Tenant's (ii) exclusive use, each with a rad center of eighty feet (80') above ground level as generally depicted on Exhibit 1 (collectively, the "RAD Centers"), and each consisting of an envelope of six (6) contiguous vertical feet of space above the RAD Centers and six (6) contiguous vertical feet of space below the RAD Centers (for an aggregate of twelve (12) contiguous vertical feet of space) (collectively, the "Primary RAD Space"), within which Primary RAD Space any portion of Tenant's communication equipment and improvements might be located, operated or maintained. The Primary RAD Space includes any area on a horizontal plane, extending in all directions from each of the Towers, that is perpendicular to such twelve foot (12') vertical envelopes and any portion of vertical space on each of the Towers on which Tenant's communication equipment is located. At any time during the Term of this Agreement, Tenant may use portions of each of the Towers outside of, but adjacent to, the Primary RAD Space to accommodate Tenant's improvements and equipment that extend outside the Primary RAD Space (the "Extended Primary RAD Space"), subject to (A) Tenant's confirmation that the space is available and that sufficient structural loading capacity is available or can be made available through structural modifications of the Towers with Landlord's written concurrence, and (B) the prior written approval of Landlord's City Manager, or its designee, which written approval shall not be unreasonably withheld, conditioned or delayed. The Primary RAD Space, as it might be expanded by the Extended Primary RAD Space at any time during the Term of this Agreement, shall continue to be referred to as the "Primary RAD Space".

(iii) Those certain areas where Tenant's conduits, wires, cables, cable trays and other necessary connections (and the cables, wires, and other necessary connections and improvements of such third parties related to Tenant, such as Tenant's utility providers) are located between the Ground Space or Incremental Ground Space, and the Primary RAD Space or any Additional RAD Space and the electric power, telephone, fiber, and fuel sources for the Property (hereinafter collectively referred to as the "Connection Space"). Landlord agrees that Tenant shall have the right to install connections between Tenant's equipment in the Ground Space and Primary RAD Space; and between Tenant's equipment in the Ground Space and Primary RAD Space; and between Tenant's equipment in the Ground Space and the electric power, telephone, and fuel sources for the Property, and any other improvements. Landlord further agrees that Tenant shall have the right to install, replace and maintain utility lines, wires, poles, cables, conduits, pipes and other necessary connections over or along any right-of-way extending from the aforementioned public right-of-way to the Premises. The Ground Space, Primary RAD Space, are hereinafter collectively referred to as the "Premises."

During the Option period and any extension thereof, and during the term of this (b) Agreement, Tenant and its agents, engineers, surveyors and other representatives will have the right to enter upon the Property to inspect, examine, conduct soil borings, drainage testing, material sampling, radio frequency testing and other geological or engineering tests or studies of the Property (collectively, the "Tests"), to apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate at Tenant's sole discretion for its use of the Premises and include, without limitation, applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the "Government Approvals"), initiate the ordering and/or scheduling of necessary utilities, and otherwise to do those things on or off the Property that, in the opinion of Tenant, are necessary in Tenant's sole discretion to determine the physical condition of the Property, the environmental history of the Property, Landlord's title to the Property and the feasibility or suitability of the Property for Tenant's Permitted Use, all at Tenant's expense. Tenant will not be liable to Landlord or any third party on account of any pre-existing defect or condition on or with respect to the Property, whether or not such defect or condition is disclosed by Tenant's inspection. Tenant will restore the Property to its condition as it existed at the commencement of the Initial Option Term (as defined below), reasonable wear and tear and casualty not caused by Tenant excepted. In addition, Tenant shall indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or claims arising directly out of Tenant's Tests.

(c) In consideration of Landlord granting Tenant the Option, Tenant agrees to pay Landlord the sum of Five Hundred and No/100 Dollars (\$500.00) within thirty (30) business days of the Effective Date. The Option will be for an initial term of one (1) year commencing on the Effective Date (the **"Initial Option Term"**) and may be renewed by Tenant for an additional one (1) year upon written notification to Landlord and the payment of an additional Five Hundred and No/100 Dollars (\$500.00) no later than ten (10) days prior to the expiration date of the Initial Option Term.

(d) The Option may be sold, assigned or transferred at any time by Tenant to Tenant's parent company or member if Tenant is a limited liability company or any affiliate or subsidiary of, or partner in, Tenant or its parent company or member, or to any third party agreeing to be subject to the terms hereof. Otherwise, the Option may not be sold, assigned or transferred without the written consent of Landlord, such consent not to be unreasonably withheld, conditioned or delayed. From and after the date the Option has been sold, assigned or transferred by Tenant to a third party agreeing to be subject to the terms hereof, Tenant shall immediately be released from any and all liability under this Agreement, including the payment of any rental or other sums due, without any further action.

(e) During the Initial Option Term and any extension thereof, Tenant may exercise the Option by notifying Landlord in writing. If Tenant exercises the Option then Landlord leases the Premises to the Tenant subject to the terms and conditions of this Agreement. If Tenant does not exercise the Option during the Initial Option Term or any extension thereof, this Agreement will terminate and the parties will have no further liability to each other.

(f) If during the Initial Option Term or any extension thereof, or during the term of this Agreement if the Option is exercised, Landlord decides to subdivide, sell, or change the status of the zoning of the Premises or Property or in the event of foreclosure, Landlord shall immediately notify Tenant in writing. Any sale of the Property shall be subject to Tenant's rights under this Agreement. Landlord agrees that during the Initial Option Term or any extension thereof, or during the Term of this Agreement if the Option is exercised, Landlord shall not initiate or consent to any change in the zoning of the Premises or Property or impose or consent to any other restriction that would prevent or limit Tenant from using the Premises for the uses intended by Tenant as hereinafter set forth in this Agreement.

2. **PERMITTED USE.**

Tenant may use the Premises for the transmission and reception of communications (a) signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of communications fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure, associated antennas, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises (the "Communication Facility" or "Communication Facilities"), as well as the right to test, survey and review title on the Property; Tenant further has the right but not the obligation to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services, at no additional cost to Tenant or Landlord (collectively, the "Permitted Use"). Landlord and Tenant agree that any portion of the Communication Facility that may be conceptually described on Exhibit 1 will not be deemed to limit Tenant's Permitted Use. If Exhibit 1 includes drawings of the initial installation of the Communication Facility, Landlord's execution of this Agreement will signify Landlord's approval of Exhibit 1. For a period of ninety (90) days following the start of construction, Landlord grants Tenant, its subtenants, licensees and sublicensees, the right to use such portions of the Property as may reasonably be required during construction and installation of the Communication Facility. Tenant has the right to install and operate transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the Property's main entry point to the equipment shelter or cabinet, install a generator and to make other improvements, alterations, upgrades or additions appropriate for Tenant's Permitted Use, including the right to construct a fence around the Premises or equipment, install warning signs to make individuals aware of risks, install protective barriers, install any other control measures reasonably required by Tenant's safety procedures or applicable law, and undertake any other appropriate means to secure the Premises or equipment at Tenant's expense. Tenant has the right to install, modify, supplement, replace, upgrade, expand the Communication Facility (including, for example, increasing the number of antennas or adding microwave dishes) or relocate the Communication Facility within the Premises at any time during the Term and at no additional cost to Tenant, other than the Rent owed under Section 4 of this Agreement. Tenant will be allowed to make such alterations to the Property in order to ensure that the Communication Facility complies with all applicable federal, state or local laws, rules or regulations. Notwithstanding the foregoing, (i) Tenant shall be required to obtain Landlord's prior written consent to install any additional antennas (in excess of twelve (12) antennas, but excluding any e911 antennas from such numerical antenna count) in the Primary RAD Space, as may be extended by an Extended Primary RAD Space. which Landlord written consent shall not be unreasonably withheld, conditioned or delayed, provided, however, in no event shall Landlord condition such consent on an increase in the monthly Rent or any other direct or indirect costs or fees to Tenant so long as such additional antennas are located within the Primary RAD Space, as may be extended by an Extended Primary RAD Space; and (ii) Tenant shall not have the right to install either (A) any microwave dish or (B) point-to-point link within the Primary RAD Space, as may be extended by an Extended Primary RAD Space, without Landlord's prior written consent, which written consent shall not be unreasonably withheld, conditioned or delayed.

(b) Landlord agrees that Tenant may use and occupy additional space on the Towers at any additional RAD center(s) (each, an "Additional RAD," and the additional space that Tenant uses or occupies, the "Additional RAD Space") upon the same terms and conditions set forth herein, provided that such space is available or becomes available and subject to Tenant's confirmation that sufficient structural loading capacity is available or can be made available through structural modification of the Towers. Additional RAD Space includes any area on a horizontal plane, extending in all directions from the Towers, that is perpendicular to any portion of vertical space on the Towers on which the incremental equipment is located, operated, or maintained. Tenant may also use additional ground space at the Property in increments of one square foot outside of the Ground Space"). Upon Tenant's use of any Additional RAD, Additional RAD Space, or Incremental Ground Space, such RAD or space shall be deemed part of the Premises.

3. <u>TERM.</u>

(a) The initial lease term will be five (5) years (the "Initial Term"), commencing on the effective date of written notification by Tenant to Landlord of Tenant's exercise of the Option (the "Term Commencement Date"). The Initial Term will terminate on the fifth (5th) anniversary of the Term Commencement Date.

(b) This Agreement will automatically renew for up to five (5) additional five (5) year term(s) (each additional five (5) year term shall be defined as an "Extension Term"), upon the same terms and conditions set forth herein unless Tenant notifies Landlord in writing of Tenant's intention not to renew this Agreement at least sixty (60) days prior to the expiration of the Initial Term or the then-existing Extension Term.

(c) The Initial Term and any Extension Terms exercised are collectively referred to as the "Term."

(d) Notwithstanding Section 3(b) Landlord shall have the right to cancel the fourth (4^{th}) Extension Term or the fifth (5^{th}) Extension Term for any reason or no reason provided that Landlord delivers written notice to Tenant of Landlord's intention to cancel the fourth (4^{th}) Extension Term at any time during the first three (3) years of the third (3^{rd}) Extension Term or Landlord's intention to cancel the fourth (4^{th}) Extension Term.

4. <u>RENT.</u>

(a) Commencing on the first day of the month following the date that Tenant commences construction (the "**Rent Commencement Date**"), Tenant will pay Landlord on or before the fifth (5^{th}) day of each calendar month in advance, One Thousand Three Hundred Fifty and No/100 Dollars (\$1,350.00) (the "**Rent**"), at the address set forth above. In any partial month occurring after the Rent Commencement Date, the Rent will be prorated. The initial Rent payment will be forwarded by Tenant to Landlord within forty-five (45) days after the Rent Commencement Date.

(b) In the event that Tenant uses or occupies an Additional RAD, Rent shall be increased by Two Hundred Fifty and No/100 Dollars (\$250.00) per month per each Additional RAD (the "Additional RAD Rent"). The initial amount of Additional RAD Rent shall be subject to adjustment as provided in Section 4(e) of this Agreement.

(c) In the event that Tenant uses or occupies Incremental Ground Space, Rent shall be increased by the amount equivalent to the then-current per square foot rental rate charged by Landlord to Tenant for the Ground Space multiplied by (x) the square footage of the Incremental Ground Space (the "Incremental Ground Space Rent"). The initial amount of Incremental Ground Space Rent shall be subject to adjustment as provided in Section 4(e) of this Agreement.

(d) In the event that Tenant uses or occupies any Additional RAD Space and (i) Tenant has used all of the Allowed Wind Load Surface Area, (ii) structural modifications are required because Tenant's use or occupancy of the Additional RAD Space causes the Towers to exceed the maximum allowable combined stress ratio under the structural standards generally accepted within the telecommunications industry (the "**Structural Standards**"), and (iii) Tenant elects under Section 14(b) to have Landlord pay for those structural modifications, Rent shall be increased by the amount of \$0.08 per square inch of Wind Load Surface Area that exceeds the Allowed Wind Load Surface Area (the "**Incremental Use Rent**"). Otherwise, no Incremental Use Rent or other additional fees or charges shall be due and owing. The amount of Incremental Use Rent shall be added to the Rent and subject to adjustment as provided in Section 4(e) of this Agreement.

(e) On each anniversary of the Rent Commencement Date during the Term, the monthly Rent shall increase by Two Percent (2%) over the monthly Rent paid during the previous year.

(f) All charges payable under this Agreement such as utilities and taxes shall be billed by Landlord within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Landlord, and shall not be payable by Tenant. The foregoing shall not apply to monthly Rent which is due and payable without a requirement that it be billed by Landlord. The provisions of this subsection shall survive the termination or expiration of this Agreement.

5. <u>APPROVALS.</u>

(a) Landlord agrees that Tenant's ability to use the Premises is contingent upon the suitability of the Premises and Property for the Permitted Use and Tenant's ability to obtain and maintain all Government Approvals. Landlord authorizes Tenant to prepare, execute and file all required applications to obtain Government Approvals for the Permitted Use and agrees to reasonably assist Tenant with such applications and with obtaining and maintaining the Government Approvals.

(b) Tenant has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of its choice.

(c) Tenant may also perform and obtain, at Tenant's sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over, and under the Property, necessary to determine if Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system, design, operations or Government Approvals.

6. **<u>TERMINATION.</u>** This Agreement may be terminated, without penalty or further liability, as follows:

(a) by either party on thirty (30) days prior written notice, if the other party remains in default under Section 15 of this Agreement after the applicable cure periods;

(b) by Tenant upon written notice to Landlord, if Tenant is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now or hereafter intended by Tenant; or if Tenant determines, in its sole discretion that the cost of or delay in obtaining or retaining the same is commercially unreasonable;

(c) by Tenant, upon written notice to Landlord, if Tenant determines, in its sole discretion, due to the title report results or survey results, that the condition of the Premises is unsatisfactory for its intended uses;

(d) by Tenant upon written notice to Landlord for any reason or no reason, at any time prior to commencement of construction by Tenant;

(e) by Tenant upon sixty (60) days' prior written notice to Landlord for any reason or no reason, so long as Tenant pays Landlord a termination fee equal to three (3) months' Rent, at the thencurrent rate, provided, however, that no such termination fee will be payable on account of the termination of this Agreement by Tenant under any termination provision contained in any other section of this Agreement, including the following: Section 5 Approvals, Section 6(a) Termination, Section 6(b) Termination, Section 6(c) Termination, Section 6(d) Termination, Section 11(d) Environmental, Section 18 Condemnation or Section 19 Casualty; or

(f) by Landlord upon thirty (30) days prior written notice to Tenant in the event of a casualty event involving either Tower or both Towers, which casualty event was not caused by Tenant or by Landlord, and the cost to repair the damage to either Tower or both Towers, as the case may be, would be reasonably determined by Landlord and Tenant following good faith consultation to cost Landlord more than Thirty Thousand Dollars (\$30,000) ("Tower Damage Repair Cost Threshold"). Notwithstanding the foregoing, if Tenant notifies Landlord that Tenant is willing to pay the additional cost to repair either Tower or both Towers, as the case may be, in excess of the Tower Damage Repair Cost Threshold, then Landlord shall not have the right to terminate this Agreement except if the casualty event has resulted in the total destruction of either Tower or both Towers, and Landlord determines after notice and hearing by Landlord's City's Council that it is not in the paramount public interest to rebuild the totally destroyed Tower or Towers, as the case may be, but instead to terminate this Agreement; or

(g) by Tenant upon the expiration of the Initial Term or the then-applicable Extension Term, as the case maybe, if Tenant timely provides written notice to Landlord in accordance with Section 3(b) of Tenant's intention not to renew this Agreement; or

(h) by Landlord upon the expiration of the third (3^{rd}) Extension Term or the expiration of the fourth (4^{th}) Extension Term, as the case may be, if Landlord timely provides written notice to Tenant in accordance with Section 3(d) of Landlord's intention to cancel the fourth (4^{th}) Extension Term or the fifth (5^{th}) Extension Term, as the case may be.

7. **INSURANCE.** During the Term, Tenant will purchase and maintain in full force and effect such general liability policy as Tenant may deem necessary. Said policy of general liability insurance will at a minimum provide a combined single limit of Two Million and No/100 Dollars (\$2,000,000.00). Notwithstanding the foregoing, Tenant shall have the right to self-insure such general liability coverage.

8. <u>INTERFERENCE.</u>

(a) Prior to or concurrent with the execution of this Agreement, Landlord has provided or will provide Tenant with a list of radio frequency user(s) and frequencies used on the Property as of the Effective Date. Tenant warrants that its use of the Premises will not interfere with those existing radio frequency uses on the Property, as long as the existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations.

(b) Landlord will not grant, after the Effective Date, a lease, license or any other right to any third party, if the exercise of such grant may in any way adversely affect or interfere with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will notify Tenant in writing prior to granting any third party the right to install and operate communications equipment on the Property.

(c) Landlord will not, nor will Landlord permit its employees, tenants, licensees, invitees, agents or independent contractors to interfere in any way with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will cause such interference to cease within twenty-four (24) hours after receipt of notice of interference from Tenant. In the event any such interference does not cease within the aforementioned cure period, Landlord shall cease all operations which are suspected of causing interference (except for intermittent testing to determine the cause of such interference) until the interference has been corrected.

(d) For the purposes of this Agreement, "interference" may include, but is not limited to, any use on the Property that causes electronic or physical obstruction with, or degradation of, the communications signals from the Communication Facility.

9. **INDEMNIFICATION.**

(a) Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or liability, costs or expenses in connection with a third party claim (including reasonable attorneys' fees and court costs) arising directly from the installation, use, maintenance, repair or removal of the Communication Facility or Tenant's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Landlord, its employees, invitees, agents or independent contractors.

(b) Landlord agrees to indemnify, defend and hold Tenant harmless from and against any and all injury, loss, damage or liability, costs or expenses in connection with a third party claim (including reasonable attorneys' fees and court costs) arising directly from the actions or failure to act of Landlord, its employees, invitees, agents or independent contractors, or Landlord's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Tenant, its employees, agents or independent contractors.

(c) The indemnified party: (i) shall promptly provide the indemnifying party with written notice of any claim, demand, lawsuit, or the like for which it seeks indemnification pursuant to this Section 9 and provide the indemnifying party with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of the indemnifying party; and (iii) shall fully cooperate with the indemnifying party in the defense of the claim, demand, lawsuit, or the like. A delay in notice shall not relieve the indemnifying party of its indemnity obligation, except (1) to the extent the indemnifying party can show it was prejudiced by the delay; and (2) the indemnifying party shall not be liable for any settlement or litigation expenses incurred before the time when notice is given.

10. WARRANTIES.

(a) Each of Tenant and Landlord (to the extent not a natural person) each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power, and authority or capacity, as applicable, to enter into this Agreement and bind itself hereto through the party or individual set forth as signatory for the party below.

(b) Landlord represents, warrants and agrees that: (i) Landlord solely owns the Property as a legal lot in fee simple, and solely owns the Towers; (ii) the Property is not and will not be encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Tenant's Permitted Use and enjoyment of the Premises under this Agreement; (iii) Landlord grants to Tenant sole, actual, quiet and peaceful use, enjoyment and possession of the Premises in accordance with the terms of this Agreement without hindrance or ejection by any persons lawfully claiming under Landlord; (iv) Landlord's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on Landlord; and (v) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, then Landlord will provide promptly to Tenant a mutually agreeable subordination, non-disturbance and attornment agreement executed by Landlord and the holder of such security interest.

(c) As of the Effective Date, Landlord and Tenant confirm that Tenant has engaged a structural engineer to evaluate the structural capacity of the each Tower upon which Tenant's Communication Facility will be installed. The structural capacity evaluation of each Tower is contained in that certain Structural Analysis Report Number 3705 dated March 20, 2019 consisting of fifty-two (52 pages) prepared by Tashian Towers Corporation ("AT&T Structural Report") and attached hereto as Exhibit 10(c). Landlord represents and warrants that it shall not lease, license or otherwise grant or confer any rights to any third party to install or operate equipment on either Tower or both Towers without first expressly conditioning such third party undertaking all necessary structural reinforcement and modifications to the Tower or Towers, as the case may be, at such third party's expense pursuant to a written report prepared by a licensed structural engineer retained by Landlord, and otherwise in a manner which will not interfere with or otherwise compromise the installation and operation of Tenant's Communication Facility installed on the Towers. The written report required to be prepared by the structural engineer shall include the evaluation of the AT&T Structural Report. Landlord shall afford Tenant the opportunity to review and provide reasonable comments in response to the structural engineering report with the goal of reasonably ensuring the safety of the Tower or Towers, as the case may be, Landlord's community, and Tenant's pre-existing rights to install and operation the Communication Facility thereon as granted or conferred by Landlord to Tenant pursuant to this Agreement.

11. <u>ENVIRONMENTAL.</u>

(a) Landlord represents, to the best of its knowledge, except as may be identified in **Exhibit 11** attached to this Agreement, (i) the Property, as of the Effective Date, is free of hazardous substances, including asbestos-containing materials and lead paint, and (ii) the Property has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. Landlord and Tenant agree that each will be responsible for compliance with any and all applicable governmental laws, rules, statutes, regulations, codes, ordinances, or principles of common law regulating or imposing standards of liability or standards of conduct with regard to protection of the environment or worker health and safety, as may now or at any time hereafter be in effect, to the extent such apply to that party's activity conducted in or on the Property.

(b) Landlord and Tenant agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of the indemnifying party for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding ("Claims"), to the extent arising from that party's breach of its obligations or representations under Section 11(a). Landlord agrees to hold harmless and indemnify Tenant from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Landlord for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from subsurface or other contamination of the Property with hazardous substances prior to the Effective Date or from such contamination caused by the acts or omissions of Landlord during the Term. Tenant agrees to hold harmless and indemnify Landlord from, and to assume all duties, responsibilities at the sole cost and expense of Tenant for, payment of penalties, socsts or damages, and for responding to any Claims, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from subsurface or other penalties and indemnify Landlord from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Tenant for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from hazardous substances brought onto the Property by Tenant.

(c) The indemnification provisions contained in this Section 11 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Section 11 will survive the expiration or termination of this Agreement.

(d) In the event Tenant becomes aware of any hazardous materials on the Property, or any environmental, health or safety condition or matter relating to the Property, that, in Tenant's sole determination, renders the condition of the Premises or Property unsuitable for Tenant's use, or if Tenant believes that the leasing or continued leasing of the Premises would expose Tenant to undue risks of liability to a government agency or other third party, then Tenant will have the right, in addition to any other rights it may have at law or in equity, to terminate this Agreement upon written notice to Landlord.

12. ACCESS. At all times throughout the Term of this Agreement, and at no additional charge to Tenant, Tenant and its employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access ("Access") to and over the Property, from an open and improved public road to the Premises, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises. As may be described more fully in Exhibit 1, Landlord grants to Tenant an easement for such Access and Landlord agrees to provide to Tenant such codes, keys and other instruments necessary for such Access at no additional cost to Tenant. Upon Tenant's request, Landlord will execute a separate recordable easement evidencing this right. Landlord shall execute a letter granting Tenant Access to the Property substantially in the form attached as Exhibit 12; upon Tenant's request, Landlord shall execute additional letters during the Term. If Tenant elects to utilize an Unmanned Aircraft System ("UAS") in connection with its installation, construction, monitoring, site audits, inspections, maintenance, repair, modification, or alteration activities at the Property, Landlord hereby grants Tenant, or any UAS operator acting on Tenant's behalf, express permission to fly over the applicable Property and Premises, and consents to the use of audio and video navigation and recording in connection with the use of the UAS. Landlord acknowledges that in the event Tenant cannot obtain Access to the Premises, Tenant shall incur significant damage. If Landlord fails to provide the Access granted by this Section 12, such failure shall be a default under this Agreement. In connection with such default, in addition to any other rights or remedies available to Tenant under this Agreement or at law or equity, Rent shall be abated from the day following Tenant's written notice to Landlord to cure Landlord's failure to provide Access until the date Access is provided to Tenant.

13. **REMOVAL/RESTORATION.** All portions of the Communication Facility brought onto the Property by Tenant will be and remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during or after the Term. Landlord covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of Tenant and may be removed by Tenant at any time during or after the Term. Tenant will repair any damage to the Property resulting from Tenant's removal activities. Any portions of the Communication Facility that Tenant does not remove within one hundred twenty (120) days after the later of the end of the Term and cessation of Tenant's operations at the Premises shall be deemed abandoned and owned by Landlord. Notwithstanding the foregoing, Tenant will not be responsible for the replacement of any trees, shrubs or other vegetation.

14. <u>MAINTENANCE/UTILITIES.</u>

(a) Tenant will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted.

(b) Landlord will maintain and repair the Property and access thereto, the Towers, and all areas of the Premises where Tenant does not have exclusive control, in good and tenantable condition, subject to reasonable wear and tear and damage from the elements. Landlord will be responsible for maintenance of landscaping on the Property, including any landscaping installed by Tenant as a condition of this Agreement or any required permit. Landlord shall maintain the Towers' structural integrity at all times (which shall mean that at no time will Landlord allow the Towers' condition to become, or remain, overstressed under the applicable structural standards set forth in the then-current version of the ANSI

TIA-222). Landlord shall at all times during the Term of this Agreement reserve and have ready for Tenant's immediate use sufficient structural loading capacity on each of the Towers to support Tenant's installation of up to thirty-five thousand square inches (35,000 sq. in.) of Wind Load Surface Area, in the aggregate, of Communication Facilities anywhere on each of the Towers (the "Allowed Wind Load Surface Area"). "Wind Load Surface Area" means the Flat Plate Equivalent Area, as defined in ANSI TIA standards, of any appurtenance (excluding all mounts, platforms, cables and other non-operating equipment) at ninety degrees (90°) perpendicular to wind direction, possessing the characteristics of flat material, with associated drag factors. Landlord shall be responsible for the costs of all structural modifications to the Towers, including the costs of related Government Approvals or other approvals, to support the Allowed Wind Load Surface Area. In the event that Tenant has used the Allowed Wind Load Surface Area and an installation of Communication Facilities within the Primary RAD Space will require structural modifications to comply with the Structural Standards, Tenant will pay Landlord for the portion of the structural modifications that is necessary to support Tenant's loading in excess of the Allowed Wind Load Surface Area. In the event that Tenant has used the Allowed Wind Load Surface Area and an installation of Communication Facilities within the Additional RAD Space will require structural modifications to comply with the Structural Standards, Tenant may, in its sole discretion, pay Landlord either (i) the portion of the structural modifications that is necessary to support Tenant's loading in excess of the Allowed Wind Load Surface Area; or (ii) an incremental increase in Rent in accordance with Section 4(d) of this Agreement. In no event shall Tenant be responsible for Tower modification costs to support the installations of other tenants or for either of the Towers to comply with applicable law so long as Tenant's installation is within the Allowed Wind Load Surface Area.

(c) Tenant will be responsible for paying on a monthly or quarterly basis all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Premises. As noted in Section 4(f) above, any utility fee recovery by Landlord is limited to a twelve (12) month period. If Tenant sub-meters electricity from Landlord, Landlord agrees to give Tenant at least twenty-four (24) hours advance notice of any planned interruptions of said electricity. Landlord acknowledges that Tenant provides a communication service which requires electrical power to operate and must operate twenty-four (24) hours per day, seven (7) days per week. If the interruption is for an extended period of time, in Tenant's reasonable determination, Landlord agrees to allow Tenant the right to bring in a temporary source of power for the duration of the interruption. Landlord will not be responsible for interference with, interruption of or failure, beyond the reasonable control of Landlord, of such services to be furnished or supplied by Landlord.

(e) Tenant will have the right to install utilities, at Tenant's expense, and to improve present utilities on the Property and the Premises. Landlord hereby grants to any service company providing utility or similar services, including electric power and telecommunications, to Tenant an easement over the Property, from an open and improved public road to the Premises, and upon the Premises, for the purpose of constructing, operating and maintaining such lines, wires, circuits, and conduits, associated equipment cabinets and such appurtenances thereto, as such service companies may from time to time require in order to provide such services to the Premises. Upon Tenant's or service company's request, Landlord will execute a separate recordable easement evidencing this grant, at no cost to Tenant or the service company.

15. DEFAULT AND RIGHT TO CURE.

(a) The following will be deemed a default by Tenant and a breach of this Agreement: (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after written notice from Landlord of such failure to pay; or (ii) Tenant's failure to perform any other term or condition under this Agreement within forty-five (45) days after written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant. If Tenant remains in default beyond any applicable cure period, then Landlord will have the right to exercise any and all rights and remedies available to it under law and equity.

(b) The following will be deemed a default by Landlord and a breach of this Agreement: (i) Landlord's failure to provide Access to the Premises as required by Section 12 within twenty-four (24) hours after written notice of such failure; (ii) Landlord's failure to cure an interference problem as required by Section 8 of this Agreement within twenty-four (24) hours after written notice of such failure; or (iii) Landlord's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within forty-five (45) days after written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord. If Landlord's default and to deduct the costs of such cure from any monies due to Landlord from Tenant, and (ii) any and all other rights available to it under law and equity.

16. <u>ASSIGNMENT/SUBLEASE.</u> Tenant will have the right to assign this Agreement or sublease the Premises and its rights herein, in whole or in part, without Landlord's consent. Upon notification to Landlord of such assignment, Tenant will be relieved of all future performance, liabilities and obligations under this Agreement to the extent of such assignment. For the avoidance of doubt, any assignee or sublessee of Tenant shall not acquire any rights to any portions of the Property located outside of the Premises leased by Landlord to Tenant hereunder, except that any such assignee or sublessee shall have the right to use and enjoy any of Tenant's easement rights expressly granted or conferred by Landlord to Tenant hereunder.

17. <u>NOTICES.</u> All notices, requests and demands hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties hereto as follows:

If to Landlord:	City of Reedley Attn: City Manager 845 G Street Reedley, CA 93654
If to Tenant:	New Cingular Wireless PCS, LLC Attn: Tower Asset Group – Lease Administration Re: Cell Site No.: CVL01984 Search Ring Name: Reedley Cell Site Name: Reedley (CA) Fixed Asset No.: 14568075 575 Morosgo Drive NE Atlanta, GA 30324

With a copy to: New Cingular Wireless PCS, LLC Attn.: Legal Dept – Network Operations Re: Cell Site No.: CVL01984 Search Ring Name: Reedley Cell Site Name: Reedley (CA) Fixed Asset No.: 14568075 208 S. Akard Street Dallas, TX 75202-4206

Either party hereto may change the place for the giving of notice to it by thirty (30) days' prior written notice to the other party hereto as provided herein.

18. <u>CONDEMNATION.</u> In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide notice of the proceeding to Tenant within twenty-four (24) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's sole determination, to render the Premises unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Tenant will include, where applicable, the value of its Communication Facility, moving expenses, prepaid Rent, and business dislocation expenses. Tenant will be entitled to reimbursement for any prepaid Rent on a *pro rata* basis.

19. <u>CASUALTY.</u>

(a) Landlord will provide notice to Tenant of any casualty or other harm affecting the Property within twenty-four (24) hours of the casualty or other harm. If any part of the Communication Facility or the Property is damaged by casualty or other harm as to render the Premises unsuitable, in Tenant's sole determination, then Tenant may terminate this Agreement by providing written notice to Landlord, which termination will be effective as of the date of such casualty or other harm. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent on a *pro rata* basis. Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property, but only until such time as Tenant is able to activate a replacement transmission facility at another location; notwithstanding the termination of this Agreement, including Rent.

If a casualty event occurs to either Tower or both Towers containing the (b) Communication Facility, then Landlord shall promptly repair the damage to the Tower or Towers, as the case may be, provided that the cost to repair the damage is reasonably determined by Landlord and Tenant following good faith consultation not to exceed the Tower Damage Repair Cost Threshold. If Landlord and Tenant reasonably determine that the damage to the Tower or Towers exceeds the Tower Damage Repair Cost Threshold, then Landlord shall not be under an obligation to promptly repair the damage unless Tenant in Tenant's sole discretion notifies Landlord of Tenant's intention to pay the additional cost to repair the Tower or Towers in excess of the Tower Damage Repair Cost Threshold to a condition that is structurally sound and capable of safely maintaining Tenant's Communication Facility thereon. If Tenant so notifies Landlord of its intention to pay the additional cost of such repairs, then Landlord and Tenant shall meet and confer to address a satisfactory payment process to ensure that Landlord receives timely reimbursement for the additional repair costs expended by Landlord to repair the Tower or Towers, as the case may be in excess of the Tower Damage Repair Cost Threshold. Thereafter, Landlord shall promptly undertake the repair of the Tower or Towers and diligently work to complete the repairs and Tenant shall be entitled to a dollar for dollar credit against the future Rent due under the Agreement up to a maximum amount of Seventy-Five Thousand Dollars (\$75,000.00) ("Maximum Rent Credit"). Landlord and Tenant shall promptly and in good faith confirm in an amendment to this

Agreement, the total dollars contributed by Tenant to the repair of the Tower or Towers, as the case may be, in excess of the Tower Damage Repair Cost Threshold, and the Maximum Rent Credit which will be applied against the future Rent due from Tenant to Landlord under this Agreement. Notwithstanding the foregoing, the failure of the parties to confirm the Maximum Rent Credit which will be applied against the future Rent pursuant to an amendment to this Agreement shall not affect Tenant's right to offset the Maximum Rent Credit against the future Rent due from Tenant to Landlord under this Agreement.

(c) If the casualty event results in the total destruction of the Tower or Towers, as the case may be, then Landlord shall undertake to rebuild the Tower or Towers, as the case may be subject to the provisions of Section 18(b) above unless Landlord's City Council determines after notice and public hearing that it is not in the paramount public interest to rebuild the Tower or Towers, as the case may be. Only then Landlord shall be under no obligation to rebuild the Tower or Towers even if Tenant is willing to pay the cost of repairs above the Tower Damage Repair Cost Threshold, and instead, Landlord may elect to terminate this Agreement upon sixty (60) days notice to Tenant, whereupon both Landlord and Tenant shall be discharged from any liability in and to this Agreement.

(d) If a repair to the Tower or Towers is occurring following any casualty event (whether caused by Landlord, Tenant, or neither of them), and unless Landlord has elected to terminate this Agreement pursuant to Section 18(c) above following the total destruction of the Tower or Towers, as the case may be, then Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property at no additional Rent until the repairs of the Tower or Towers is completed, as the case may be, and the Communication Facility is completed and returned to full operation in the ordinary course of Tenant's business.

(e) Landlord agrees that the Rent shall be abated until the Tower or Towers and the Communication Facility are rebuilt or restored, unless Tenant places temporary transmission and reception facilities on the Property in which event the Rent shall be abated from the date of the casualty until the date that such temporary facilities become fully operational.

20. <u>WAIVER OF LANDLORD'S LIENS.</u> Landlord waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof. The Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law; Landlord consents to Tenant's right to remove all or any portion of the Communication Facility from time to time in Tenant's sole discretion and without Landlord's consent.

21. <u>TAXES.</u>

(a) Landlord shall be responsible for (i) all taxes and assessments levied upon the lands, improvements and other property of Landlord including any such taxes that may be calculated by a taxing authority using any method, including the income method, (ii) all sales, use, license, value added, documentary, stamp, gross receipts, registration, real estate transfer, conveyance, excise, recording, and other similar taxes and fees imposed in connection with this Agreement, and (iii) all sales, use, license, value added, documentary, stamp, gross receipts, registration, real estate transfer, conveyance, excise, recording, and other similar taxes and fees imposed in connection with this Agreement, and (iii) all sales, use, license, value added, documentary stamp, gross receipts, registration, real estate transfer, conveyance, excise, recording, and other similar taxes and fees imposed in connection with a sale of the Property or assignment of Rent payments by Landlord. Tenant shall be responsible for (y) any taxes and assessments attributable to and levied upon Tenant's leasehold improvements on the Premises if and as set forth in this Section 21 and (z) all sales, use, license, value added, documentary, stamp, gross receipts, registration, real estate transfer, conveyance, excise, recording, and other similar taxes and fees imposed in connection with an assignment of this Agreement or sublease by Tenant. Nothing herein shall require Tenant to pay any inheritance, franchise, income, payroll, excise, privilege, rent, capital stock, stamp, documentary, estate or profit tax, or any tax of similar nature, that is or may be imposed upon Landlord.

(b) In the event Landlord receives a notice of assessment with respect to which taxes or assessments are imposed on Tenant's leasehold improvements on the Premises, Landlord shall provide Tenant with copies of each such notice immediately upon receipt, but in no event later than thirty (30)

days after the date of such notice of assessment. If Landlord does not provide such notice or notices to Tenant in a timely manner and Tenant's rights with respect to such taxes are prejudiced by the delay, Landlord shall reimburse Tenant for any increased costs directly resulting from the delay and Landlord shall be responsible for payment of the tax or assessment set forth in the notice, and Landlord shall not have the right to reimbursement of such amount from Tenant. If Landlord provides a notice of assessment to Tenant within such time period and requests reimbursement from Tenant as set forth below, then Tenant shall reimburse Landlord for the tax or assessments identified on the notice of assessment on Tenant's leasehold improvements, which has been paid by Landlord. If Landlord seeks reimbursement from Tenant, Landlord shall, no later than thirty (30) days after Landlord's payment of the taxes or assessments for the assessed tax year, provide Tenant with written notice including evidence that Landlord has timely paid same, and Landlord shall provide to Tenant any other documentation reasonably requested by Tenant to allow Tenant to evaluate the payment and to reimburse Landlord.

(c) For any tax amount for which Tenant is responsible under this Agreement, Tenant shall have the right to contest, in good faith, the validity or the amount thereof using such administrative, appellate or other proceedings as may be appropriate in the jurisdiction, and may defer payment of such obligations, pay same under protest, or take such other steps as permitted by law. This right shall include the ability to institute any legal, regulatory or informal action in the name of Landlord, Tenant, or both, with respect to the valuation of the Premises. Landlord shall cooperate with respect to the commencement and prosecution of any such proceedings and will execute any documents required therefor. The expense of any such proceedings shall be borne by Tenant and any refunds or rebates secured as a result of Tenant's action shall belong to Tenant, to the extent the amounts were originally paid by Tenant. In the event Tenant notifies Landlord by the due date for assessment of Tenant's intent to contest the assessment, Landlord shall not pay the assessment pending conclusion of the contest, unless required by applicable law.

(d) Landlord shall not split or cause the tax parcel on which the Premises are located to be split, bifurcated, separated or divided without the prior written consent of Tenant.

(e) Tenant shall have the right but not the obligation to pay any taxes due by Landlord hereunder if Landlord fails to timely do so, in addition to any other rights or remedies of Tenant. In the event that Tenant exercises its rights under this Section 21(e) due to such Landlord default, Tenant shall have the right to deduct such tax amounts paid from any monies due to Landlord from Tenant as provided in Section 15(b) of this Agreement, provided that Tenant may exercise such right without having provided to Landlord notice and the opportunity to cure per Section 15(b).

(f) Any tax-related notices shall be sent to Tenant in the manner set forth in Section 17 of this Agreement.

(g) Notwithstanding anything to the contrary contained in this Section 21, Tenant shall have no obligation to reimburse any tax or assessment for which the Landlord is reimbursed or rebated by a third party.

22. <u>SALE OF PROPERTY.</u>

(a) Landlord may sell the Property or a portion thereof to a third party, provided: (i) the sale is made subject to the terms of this Agreement; and (ii) if the sale does not include the assignment of Landlord's full interest in this Agreement, the purchaser must agree to perform, without requiring compensation from Tenant or any subtenant, any obligation of Landlord under this Agreement, including Landlord's obligation to cooperate with Tenant as provided hereunder.

(b) If Landlord, at any time during the Term of this Agreement, decides to rezone or sell, subdivide or otherwise transfer all or any part of the Premises, or all or any part of the Property, to a purchaser other than Tenant, Landlord shall promptly notify Tenant in writing, and such rezoning, sale, subdivision or transfer shall be subject to this Agreement and Tenant's rights hereunder. In the event of a change in ownership, transfer or sale of the Property, within ten (10) days of such transfer, Landlord or its successor shall send the documents listed below in this Section 22(b) to Tenant. Until Tenant receives all

such documents, Tenant's failure to make payments under this Agreement shall not be an event of default and Tenant reserves the right to hold payments due under this Agreement.

- i. Old deed to Property
- ii. New deed to Property
- iii. Bill of Sale or Transfer
- iv. Copy of current Tax Bill
- v. New IRS Form W-9 & CA FTB Form 590
- vi. Completed and Signed Tenant Payment Direction Form
- vii. Full contact information for new Landlord including phone number(s)

(c) Landlord agrees not to sell, lease or use any areas of the Property for the installation, operation or maintenance of other wireless communication facilities if such installation, operation or maintenance would interfere with Tenant's Permitted Use or communications equipment as determined by radio propagation tests performed by Tenant in its sole discretion. Landlord or Landlord's prospective purchaser shall reimburse Tenant for any costs and expenses of such testing. If the radio frequency propagation tests demonstrate levels of interference unacceptable to Tenant, Landlord shall be prohibited from selling, leasing or using any areas of the Property for purposes of any installation, operation or maintenance of any other wireless communication facility or equipment.

(d) The provisions of this Section 22 shall in no way limit or impair the obligations of Landlord under this Agreement, including interference and access obligations.

RIGHT OF FIRST REFUSAL. Notwithstanding the provisions contained in Section 22 above, 23. if at any time after the Effective Date, Landlord receives a bona fide written offer from a third party seeking any sale, conveyance, assignment or transfer, whether in whole or in part, of any property interest in or related to the Premises, including without limitation any offer seeking an assignment or transfer of the Rent payments associated with this Agreement or an offer to purchase an easement with respect to the Premises ("Offer"), Landlord shall immediately furnish Tenant with a copy of the Offer. Tenant shall have the right within ninety (90) days after it receives such copy to match the financial terms of the Offer and agree in writing to match such terms of the Offer. Such writing shall be in the form of a contract substantially similar to the Offer but Tenant may assign its rights to a third party. If Tenant chooses not to exercise this right or fails to provide written notice to Landlord within the ninety (90) day period, Landlord may sell, convey, assign or transfer such property interest in or related to the Premises pursuant to the Offer, subject to the terms of this Agreement. If Landlord attempts to sell, convey, assign or transfer such property interest in or related to the Premises without complying with this Section 23, the sale, conveyance, assignment or transfer shall be void. Tenant shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement until Landlord complies with this Section 23. Tenant's failure to exercise the right of first refusal shall not be deemed a waiver of the rights contained in this Section 23 with respect to any future proposed conveyances as described herein.

24. <u>MISCELLANEOUS.</u>

(a) **Amendment/Waiver.** This Agreement cannot be amended, modified or revised unless done in writing and signed by Landlord and Tenant. No provision may be waived except in a writing signed by both parties. The failure by a party to enforce any provision of this Agreement or to require performance by the other party will not be construed to be a waiver, or in any way affect the right of either party to enforce such provision thereafter.

(b) **Memorandum/Short Form Lease.** Contemporaneously with the execution of this Agreement, the parties will execute a recordable Memorandum of Lease substantially in the form attached as **Exhibit 24(b)**. Either party may record this Memorandum of Lease at any time during the Option Term or the Term, as the case may be, in its absolute discretion. Thereafter during the Term, either party will, at any time upon fifteen (15) business days' prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of Lease.

(c) **Limitation of Liability**. Except for the indemnity obligations set forth in this Agreement, and otherwise notwithstanding anything to the contrary in this Agreement, Tenant and Landlord each waives any claims that each may have against the other with respect to consequential, incidental or special damages, however caused, based on any theory of liability.

(d) **Compliance with Law**. Tenant agrees to comply with all federal, state and local laws, orders, rules and regulations ("**Laws**") applicable to Tenant's use of the Communication Facility on the Property. Landlord agrees to comply with all Laws relating to Landlord's ownership and use of the Property and any improvements on the Property.

(e) **Bind and Benefit.** The terms and conditions contained in this Agreement will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

(f) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement. Exhibits are numbered to correspond to the section wherein they are first referenced. Except as otherwise stated in this Agreement, each party shall bear its own fees and expenses (including the fees and expenses of its agents, brokers, representatives, attorneys, and accountants) incurred in connection with the negotiation, drafting, execution and performance of this Agreement and the transactions it contemplates.

(g) **Governing Law.** This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.

(h) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of this Agreement and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable; (vi) reference to a default will take into consideration any applicable notice, grace and cure periods; (vii) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted the Agreement; (viii) the singular use of words includes the plural where appropriate; and (ix) if any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force if the overall purpose of the Agreement is not rendered impossible and the original purpose, intent or consideration is not materially impaired.

(i) **Affiliates.** All references to "Tenant" shall be deemed to include any Affiliate of New Cingular Wireless PCS, LLC using the Premises for any Permitted Use or otherwise exercising the rights of Tenant pursuant to this Agreement. "Affiliate" means with respect to a party to this Agreement, any person or entity that (directly or indirectly) controls, is controlled by, or under common control with, that party. "Control" of a person or entity means the power (directly or indirectly) to direct the management or policies of that person or entity, whether through the ownership of voting securities, by contract, by agency or otherwise.

(j) **Survival**. Any provisions of this Agreement relating to indemnification shall survive the termination or expiration hereof. In addition, any terms and conditions contained in this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall so survive.

(k) **W-9/FTB 590.** As a condition precedent to payment, Landlord agrees to provide Tenant with both a completed IRS Form W-9 and CA FTB Form 590, or their respective equivalents, upon execution of this Agreement and at such other times as may be reasonably requested by Tenant, including any change in Landlord's name or address. A copy of the IRS Form W-9 and the CA FTB Form 590 in their current forms are attached hereto as **Exhibit 24(k)**.

(1) **Execution/No Option.** The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Landlord and Tenant. This Agreement may be executed in two (2) or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties. All parties need not sign the same counterpart.

(m) Attorneys' Fees. In the event that any dispute between the parties related to this Agreement should result in litigation, the prevailing party in such litigation shall be entitled to recover from the other party all reasonable fees and expenses of enforcing any right of the prevailing party, including reasonable attorneys' fees and expenses. Prevailing party means the party determined by the court to have most nearly prevailed even if such party did not prevail in all matters. This provision will not be construed to entitle any party other than Landlord, Tenant and their respective Affiliates to recover their fees and expenses.

(n) **WAIVER OF JURY TRIAL**. EACH PARTY, TO THE EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING UNDER ANY THEORY OF LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE TRANSACTIONS IT CONTEMPLATES.

(o) **Incidental Fees.** Unless specified in this Agreement, no unilateral fees or additional costs or expenses are to be applied by either party to the other party, including review of plans, structural analyses, consents, provision of documents or other communications between the parties.

(p) **Further Acts.** Upon request, Landlord will cause to be promptly and duly taken, executed, acknowledged and delivered all such further acts, documents, and assurances as Tenant may request from time to time in order to effectuate, carry out and perform all of the terms, provisions and conditions of this Agreement and all transactions and Permitted Use contemplated by this Agreement.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the Effective Date.

"LANDLORD"

City of Reedley, a municipal corporation

By: Name: licole tie. Its: M anag Date:

"TENANT"

New Cingular Wireless PCS, LLC, a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager
By: Vani Mille
Vani Muller
Its: Manager Cheller
Date: Real Estate & Construction //S/19

EXHIBIT 1

DESCRIPTION OF PROPERTY AND PREMISES Page 1 of 12

to the Option and Tower Structure Lease Agreement dated as of ______, 2019, by and between the City of Reedley, a municipal corporation, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Property is legally described as follows:

Real property in the City of Reedley, County of Fresno, State of California, described as follows:

LOTS 21 TO 32, INCLUSIVE, IN BLOCK 52 OF THE TOWN (NOW CITY) OF REEDLEY, ACCORDING TO THE MAP THEREOF RECORDED IN BOOK 5 PAGE 6 OF PLATS, FRESNO COUNTY RECORDS.

APN: 368-162-16

The Premises are described and/or depicted as follows:

[100% Zoning Drawings dated December 18, 2018, prepared by MST Architects, and consisting of eleven (11) pages, appears on following pages]

Notes:

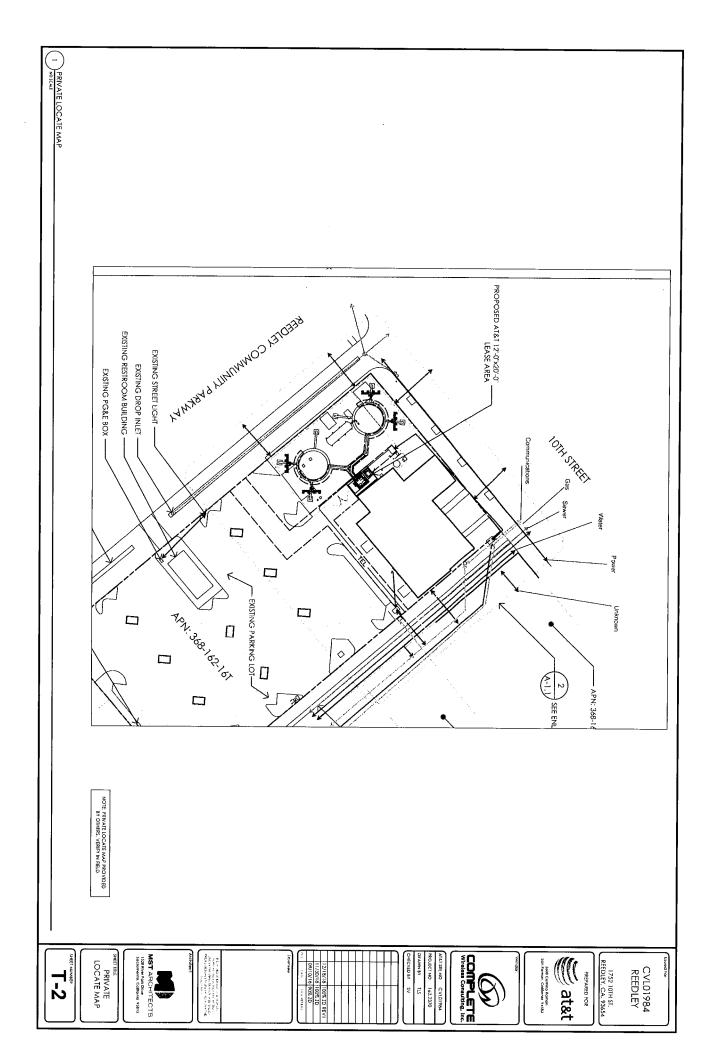
2. ANY SETBACK OF THE PREMISES FROM THE PROPERTY'S BOUNDARIES SHALL BE THE DISTANCE REQUIRED BY THE APPLICABLE GOVERNMENT AUTHORITIES.

^{1.} THIS EXHIBIT MAY BE REPLACED BY A LAND SURVEY AND/OR CONSTRUCTION DRAWINGS OF THE PREMISES ONCE RECEIVED BY TENANT.

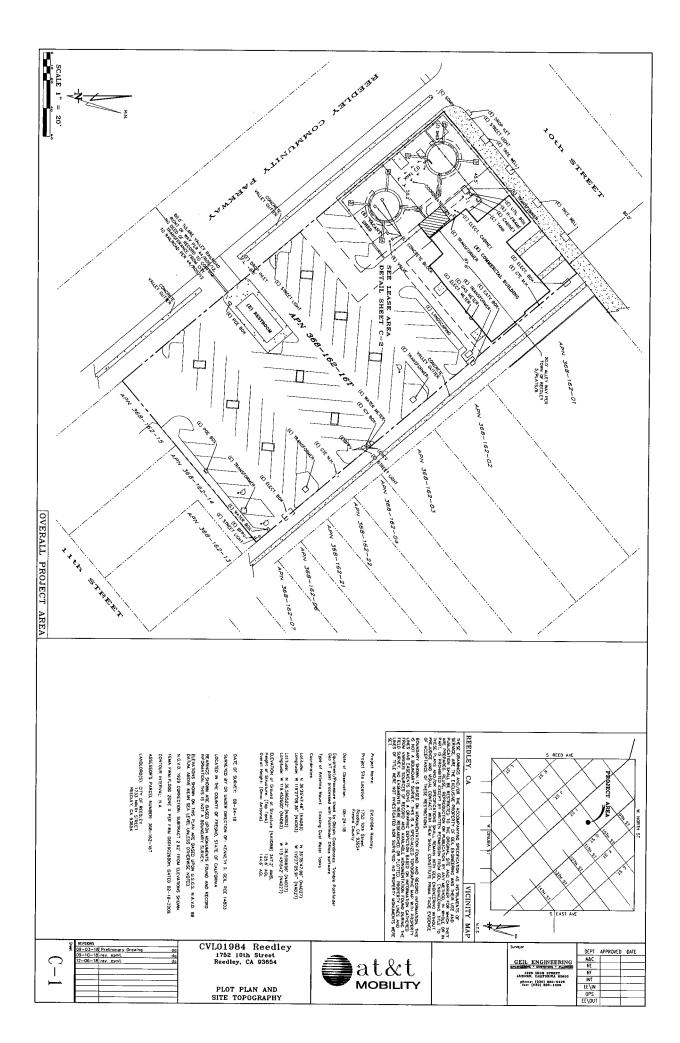
^{3.} WIDTH OF ACCESS ROAD SHALL BE THE WIDTH REQUIRED BY THE APPLICABLE GOVERNMENT AUTHORITIES, INCLUDING POLICE AND FIRE DEPARTMENTS.

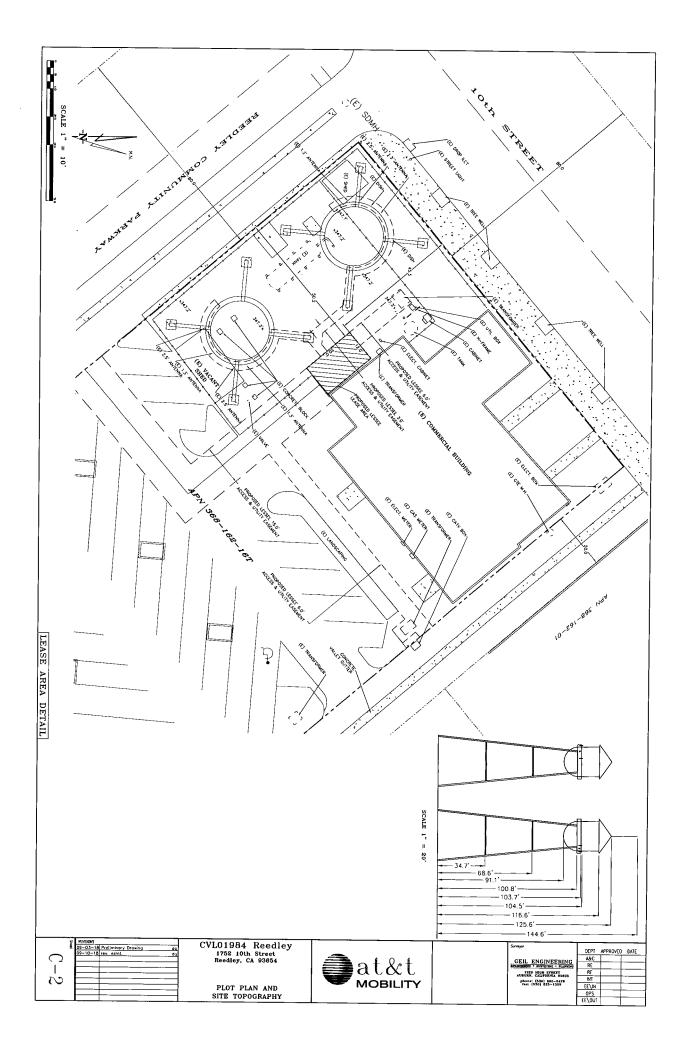
^{4.} THE TYPE, NUMBER AND MOUNTING POSITIONS AND LOCATIONS OF ANTENNAS AND TRANSMISSION LINES ARE ILLUSTRATIVE ONLY. ACTUAL TYPES, NUMBERS AND MOUNTING POSITIONS MAY VARY FROM WHAT IS SHOWN ABOVE.

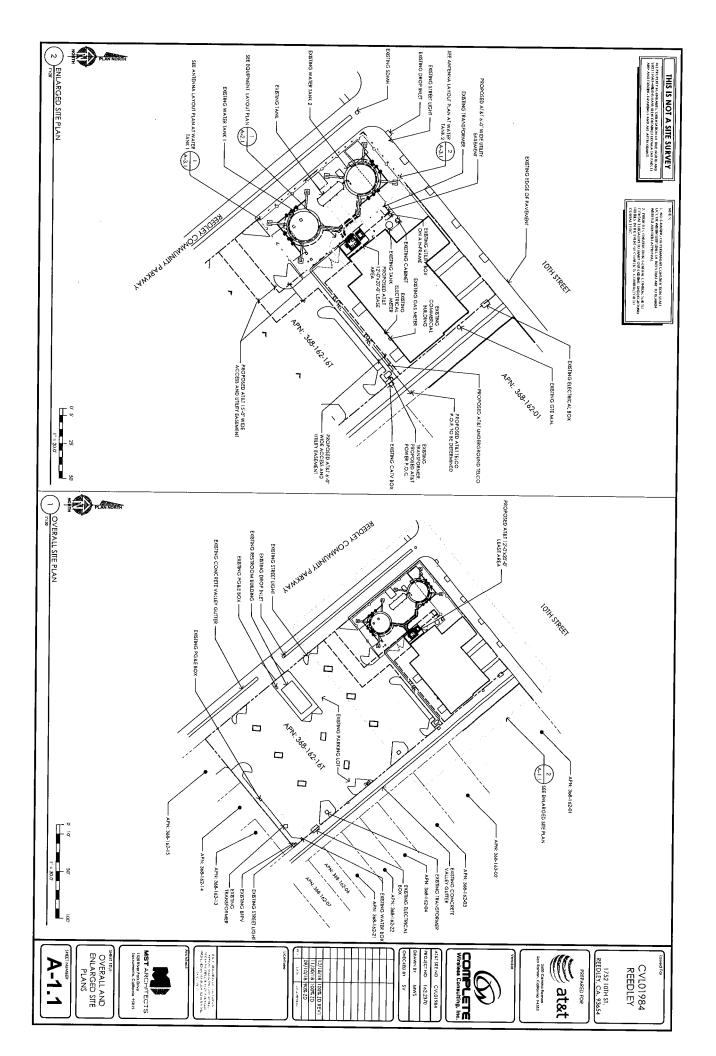
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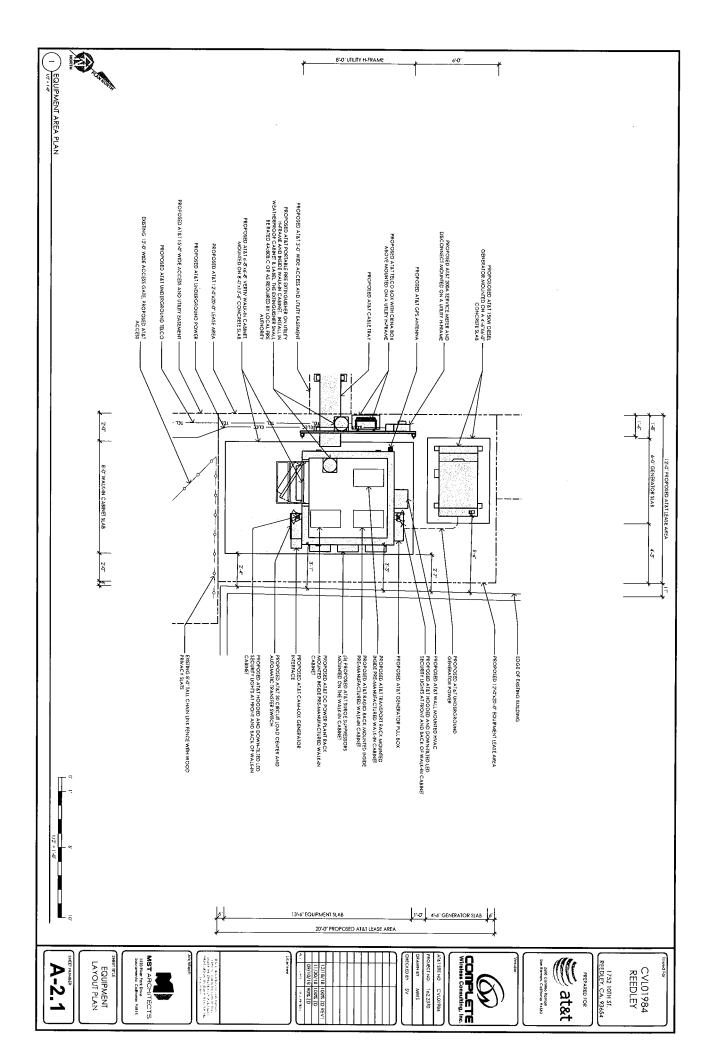


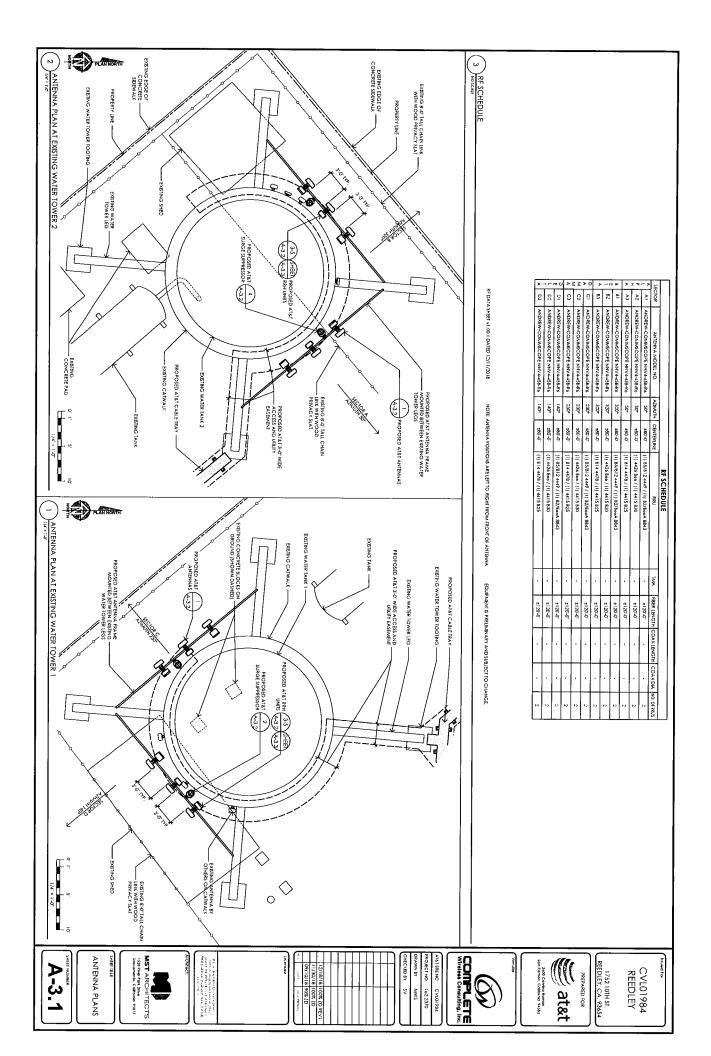
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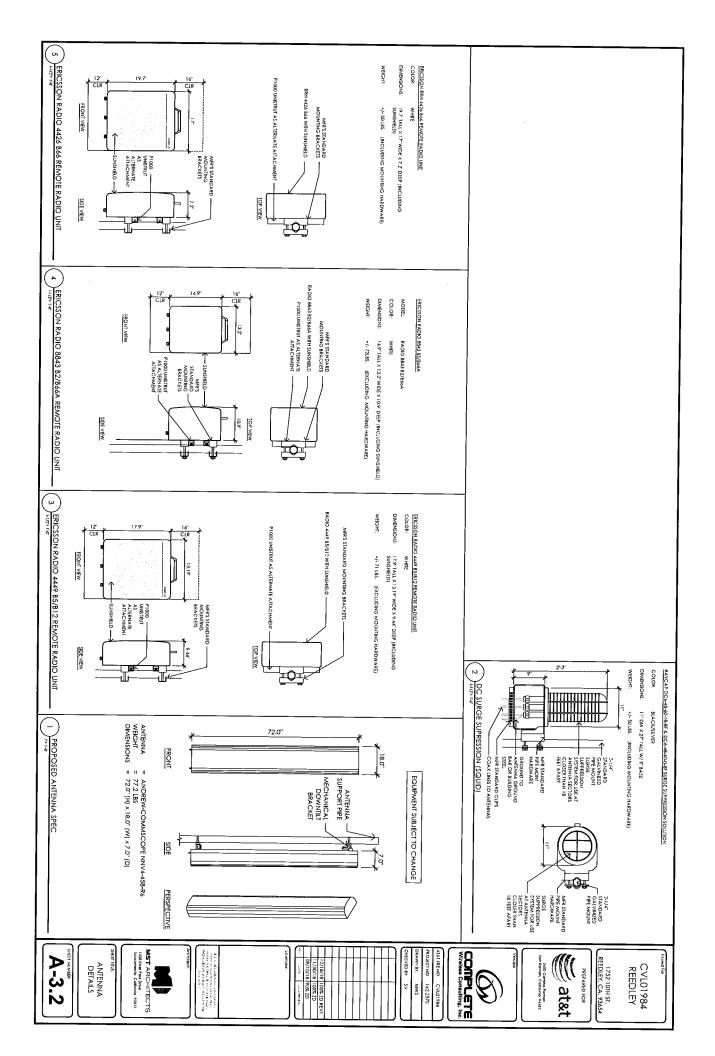


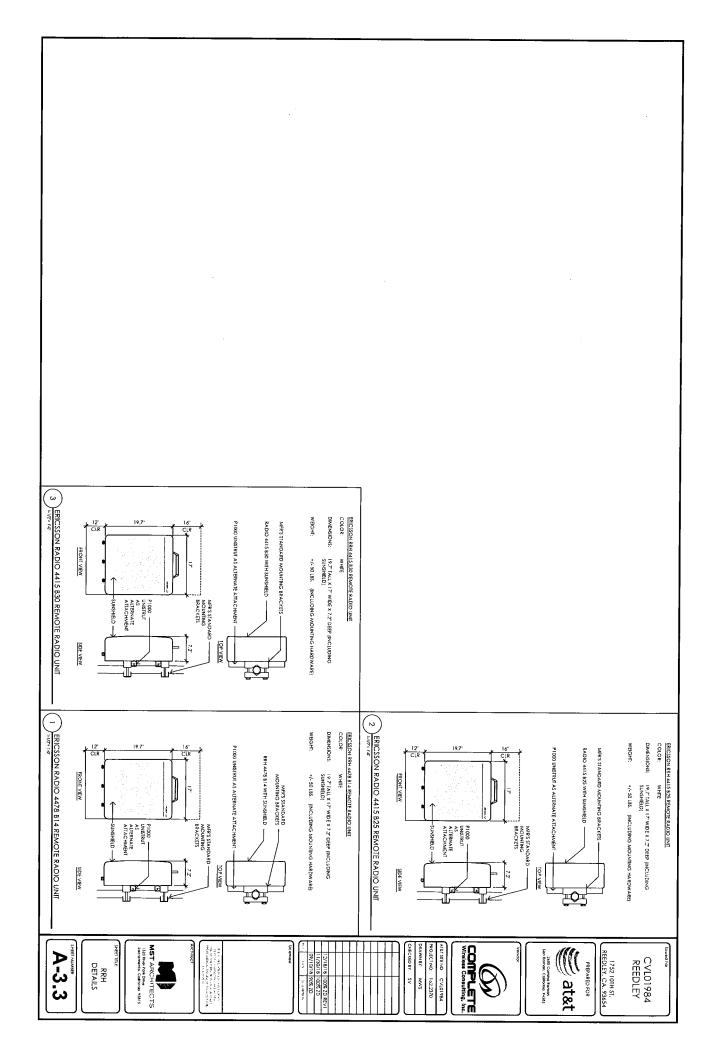












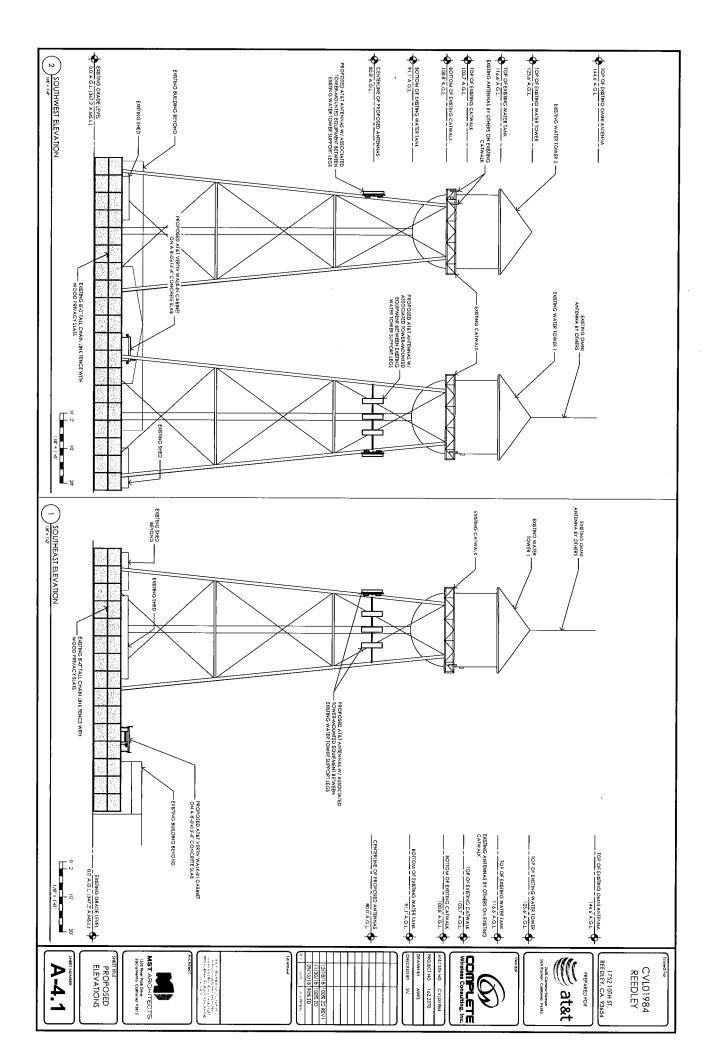


EXHIBIT 10(c)

AT&T STRUCTURAL REPORT

Page 1 of 53

[AT&T Structural Report Appears On Following Pages]



WATER TOWERS

SITE NAME: REEDLEY – SITE No. CLV01984

> PREPARED FOR: <u>AT&T</u>

March 20, 2019



By Mauricio Calderon, EIT

Tashjian Towers Corporation

2765 S Temperance Ave, Fowler, California 93625 Ph. (559) 834-4300, Fax. (559) 834-4377 Checked by Karl Tashjian

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AUTHORIZATION/PURPOSE

As authorized by Complete Wireless Consulting, Inc., a structural analysis was performed to the (2) water towers at the Reedley site located in Fresno County, CA. The purpose of this analysis was to determine if the water towers are structurally sound to support the existing and proposed appurtenances loading.

TOWER HISTORY

The four-sided towers' manufacturer and designer are unknown. Both towers are constructed of channel legs and solid round diagonal members. The horizontal members are different on each tower; Tower 1 or Tank 1 has quad-angle members, whereas Tower 2 or Tank 2 has channel members.

EXISTING AND PROPOSED APPURTENANCES

The analysis was performed to determine the feasibility of the water towers to support the following appurtenance loading:

DESCRIPTION	QUANTITY	PLACEMENT (ft)	EPA (ft²)	APERTURE AREA (ft ²)	FEED LINE
WHIP ANTENNA	1	122	4.00		(1) 1/2
PANEL ANTENNA (28"x10"x3")	2	102	2.36	-	(2) 1/4
PANEL ANTENNA (1' x1')	3	102	1.20	-	-
COMMSCOPE #NNV4-45B- R6	6	80	11.40	-	
ERICSSON RRU 4449 B5/B12	2	80	1.97	-	24 pr FIBER TRUNK
ERICSSON RRU 8843 B2/B66A	2	80	1.64	-	
ERICSSON RRU 4426 B66	2	80	2.79		
ERICSSON RRU 4415 B30	2	80	2.79	-	
ERICSSON RRU 4478 B14	2	80	2.79	-	
ERICSSON RRU 4415 B25	2	80	2.79		
DC SURGE SUPPRESSION (SQUID)	2	80	1.03	-	

Table 1: Existing and proposed appurtenances loading on Tower 1/Tank 1

		-
Lane P Existing and	nronoced annurtenance	Looding on Tourse 3/T-ul. 2
Tuole 2. Daisting and	proposed appurtenances	s loading on Tower 2/Tank 2

DESCRIPTION	QUANTITY	PLACEMENT (ft)	EPA (ft ²)	APERTURE AREA (ft ²)	FEED LINE
2' MW DISH	1	105	-	3.14	(1) 1/4
PANEL ANTENNA (28"x10"x3")	2	102	2.36	-	(2) 1/4
PANEL ANTENNA (1' x1')	2	102	1.20		-
2' MW DISH	1	102	-	3.14	(1) 1/4
1' MW DISH	1	101		0.79	(1) 1/4
COMMSCOPE #NNV4-45B- R6	6	80	11.40	-	
ERICSSON RRU 4449 B5/B12	2	80	1.97	-	
ERICSSON RRU 8843 B2/B66A	2	80	1.64	-	
ERICSSON RRU 4426 B66	2	80	2.79		24 pr FIBER TRUNK
ERICSSON RRU 4415 B30	2	80	2.79		
ERICSSON RRU 4478 B14	2	80	2.79	<u> </u>	
ERICSSON RRU 4415 B25	2	80	2,79		
DC SURGE SUPPRESSION (SQUID)	2	80	1.03	-	



ANALYSIS CRITERIA

The tower analysis was conducted in accordance with ASCE 7-10 and the TIA-222-G Revision of the *Structural Standard for Antenna Supporting Structures and Antennas*. This analysis was performed using the following parameters:

Table 3: Wind analysis data

		Reference
Basic Wind Speed	110-mph	ASCE 7-10 HAZARD TOOL
Exposure Category	С	TIA-222-G, SEC. 2.6.5.1
Topographic Category	1	
Crest height	0-ft	TIA-222-G, SEC. 2.6.6.2
Topographic Feature	-	
Risk Category	II	TIA-222-G, Table 2-1

Table 4: Seismic analysis data

		Reference
Site Class	D	ASCE 7-10, SEC. 11.4.2
Importance Factor, Ie	1.00	TIA-222-G, Table 2-3
Ss	0.543g	
S_1	0.237g	ASCE 7-10 HAZARD
S _{D1}	0.304g	TOOL
Sds	0.494g	
Response Modification Coefficient, R	3	TIA-222-G, SEC. 2.7.7.1
Risk Category	II	TIA-222-G, Table 2-1
Analysis Procedure	ELF	TIA-222-G, SEC. 2.7.7

A Tashjian Towers site visit provided the geometry and member sizes information. There were no records on the water tanks foundation; therefore, the foundation depth was estimated using an Olson Foundation Test Gauge. The steel grade for all structural members was assumed to be 36-ksi (A36 Steel). It was also assumed that there are no appreciably damaged members and/or connections during the structural analysis.

ANALYSIS PROCEDURE

The structure was analyzed using a 3-dimensional non-linear analysis software, tnxTower Version 8.0.5.0, formerly known as RISA Tower and Risa 3D, Version 17.0.2. The structure was analyzed under the existing and proposed appurtenances loading.

ANALYSIS RESULTS

Based on the analysis results, it has been determined that the water towers <u>are structurally adequate</u> to support the tabulated equipment in Tables 1 and 2. Tower 1 and Tower 2 are at <u>69.8%</u> and <u>53.8%</u> of their capacity, respectively (see Tables 5 & 6).

Table 5: Maximum demand-capacity ratio (Tower 1/ Tank 1)

MEMBER TYPE	ELEVATION (ft)	DEMAND/CAPACITY (%)
LEG	0 - 35	52.5
DIAGONAL	0 - 35	48.2
HORIZONTAL	0 - 35	69.8
FOUNDATION	-	39.4



Table 6: Maximum demand-capacity ratio (Tower 2/ Tank 2)

MEMBER TYPE	ELEVATION (ft)	DEMAND/CAPACITY (%)
LEG	0 - 35	53.8
DIAGONAL	0 - 35	48.3
HORIZONTAL	0 - 35	38.4
FOUNDATION		47.9

Tables 7 and 8 summarize the maximum reactions at the base of the tower. These force reactions are computed using the LRFD Load Combinations.

Table 7: Maximum base reactions summary (Tower 1/ Tank 1)

	BASE/FOUNDATION REACTIONS
AXIAL (DOWN)	59.4 kip
AXIAL (UPLIFT)	34.6 kip
SHEAR	10.3 kip
MOMENT	0 kip-ft

Table 8: Maximum base reactions summary (Tower 2/ Tank 2)

	BASE/FOUNDATION REACTIONS
AXIAL (DOWN)	58.8 kip
AXIAL (UPLIFT)	35.0 kip
SHEAR	10.3 kip
MOMENT	0 kip-ft

CONCLUSIONS AND RECOMMENDATIONS

Based on the information provided above, it has been concluded that the water towers <u>are structurally</u> <u>adequate</u> to support the existing and proposed appurtenances. This analysis was performed in accordance with TIA-222-G and ASCE 7-10.

PROVISIONS OF ANALYSIS

The analysis performed, and the conclusions contained herein are based on the assumption that the tower has been properly installed and maintained, including, but not limited to the following:

- a. Proper alignment and plumbness of the tower.
- b. Correct bolt tightness.
- c. No significant deterioration or damage to any component.

Furthermore, the information and conclusions contained in this Report were determined by application of the current "state-of-the-art" engineering and analysis procedures and formulae, and the engineer assumes no obligations to revise any of the information or conclusions contained in this Report in the event that such engineering and analysis procedures and formulae are hereafter modified or revised. In addition, under no circumstances will the engineer have any obligation or responsibility whatsoever for or on account of consequential or incidental damages sustained by any person, firm or organization as a result of any information or conclusions contained in the Report, and the maximum liability of engineer if any, pursuant to this Report shall be limited to the total funds actually received by the engineer for preparation of this Report.

Customer has requested the engineer to prepare and submit to Customer an engineering analysis with respect to the Subject tower and has further requested the engineer to make appropriate recommendations regarding suggested structural modifications and changes to the Subject tower. In making such request of the engineer, Customer has informed the engineer that Customer will make a determination as to whether or not to implement any of the changes or modifications which may be suggested by the engineer and that Customer will



have any such changes or modifications made by riggers, erectors and other subcontractors of Customer's choice.

Customer hereby agrees and acknowledges that the engineer shall have no liability whatsoever to Customer or to others for any work or services performed by any persons other than the engineer in connection with the implementation of any structural changes or modifications recommended by the engineer including but not limited to any services rendered for Customer or for others by riggers, erectors or other subcontractors. Customer acknowledges and agrees that any riggers, erectors or subcontractors retained or employed by Customer shall be solely responsible to Customer and to others for the quality of work performed by them and that the engineer shall have no liability or responsibility whatsoever as a result of any negligence or breach of contract by any such rigger, erector or subcontractor and that Customer and rigger, erector, or subcontractor will provide the engineer with a Certificate of Insurance naming the engineer additionally insured.

REFERENCES

"ASCE 7 Hazard Tool." ASCE 7 Hazard Tool. Accessed March 6, 2019. https://asce7hazardtool.online/.

Structural Standard for Antenna Supporting Structures and Antennas. Arlington, VA: Telecommunications Industry Association, 2007.



APPENDIX A: ANALYSIS

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Location

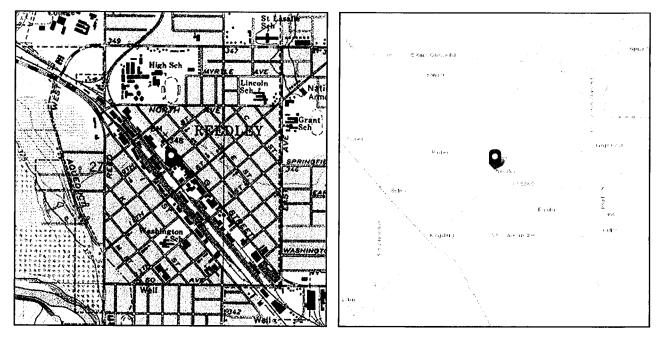
ASCE 7 Hazards Report

Standard:ASCE/SEI 7-10Risk Category:IISoil Class:D - Stiff Soil

 Elevation:
 347.15 ft (NAVD 88)

 Latitude:
 36.596665

 Longitude:
 -119.45263



Wind

Results:

Wind Speed:	110 Vmph
10-year MRI	72 Vmph
25-year MRI	79 Vmph
50-year MRI	85 Vmph
100-year MRI	91 Vmph
Data Source:	ASCE/SEI 7-10, Fig. 26.5-1A and Figs. CC-1CC-4, incorporating errata of March 12, 2014
Date Accessed:	Wed Mar 06 2019

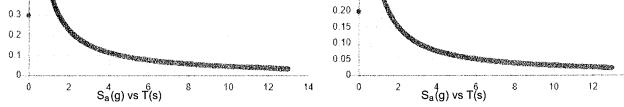
Value provided is 3-second gust wind speeds at 33 ft above ground for Exposure C Category, based on linear interpolation between contours. Wind speeds are interpolated in accordance with the 7-10 Standard. Wind speeds correspond to approximately a 7% probability of exceedance in 50 years (annual exceedance probability = 0.00143, MRI = 700 years).

Site is not in a hurricane-prone region as defined in ASCE/SEI 7-10 Section 26.2.

Mountainous terrain, gorges, ocean promontories, and special wind regions should be examined for unusual wind conditions.



Site Soil Class Results:	:	D - Stiff Soil		
S _s :		0.543	S _{DS} :	0.494
S1 :		0.237	S _{D1} :	0.304
F _a :		1.366	T _L :	12
F_v :		1.926	PGA :	0.194
S _{MS} :		0.741	PGA M :	0.274
S _{M1} :		0.456	F _{PGA} :	1.411
			l _e :	1
Seismic Desig	n Category	D		
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0.5			0.30 📍 🗞	
0.4			0.25	



Data Accessed: Date Source:

Wed Mar 06 2019

USGS Seismic Design Maps based on ASCE/SEI 7-10, incorporating Supplement 1 and errata of March 31, 2013, and ASCE/SEI 7-10 Table 1.5-2. Additional data for site-specific ground motion procedures in accordance with ASCE/SEI 7-10 Ch. 21 are available from USGS.

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TOWER 1/TANK 1

<i>tnxTower</i>	Job	Page
ma i ower	REEDLEY - SITE No. CLV01984	1 of 6
TASHJIAN TOWERS CORP. 2765 S. TEMPERANCE AVE.	Project WATER TANK 1	Date 12:16:47 03/20/19
FOWLER, CA. 93625 Phone: (559) 834-4300 FAX: (559) 834-4377	Client AT&T	Designed by M.C.

• • • • • • • • • • • • • • • • • • •			Tower Inpu	t Data		
he base of the he face width his tower is d he following A B R B R C T C T A S S	e tower is set at n of the tower is designed using t design criteria ASCE 7-10 Win Basic wind spee tisk Category II exposure Category opographic Cat pographic Cat rest Height 0'. (ension only tak cono-linear (P-or ressures are cal- tress ratio used	an elevation of 0' al 15' at the top and 3: he TIA-222-G stand apply: d Data is used. d of 110 mph. egory 1. e-up is 0.031 in. felta) analysis was u culated at each secti- in tower member de	ard. sed. on. sign is 1.	ports, and appun Leg	tenance mou	The profession of the professi
		Tou	vor Soction C	oomoting		
, Friddland, Bart & Farry shirt Blanco & J. () (1999 (1997)	<u> </u>	ver Section G	eometry		
Tower Section	Tower Elevation fi	Assembly Database	Description	Section Width ft	Number of Sections	Section Length
Г1 Т2 Г3	100'+70' 70'-35' 35'-0'			15 21 28	!	30 35' 35'

tnxTower	Job	REEDLEY - SITE No. CLV01984	Page 2 of 6
TASHJIAN TOWERS CORP. 2765 S. TEMPERANCE AVE.	Project	WATER TANK 1	Date 12:16:47 03/20/19
FOWLER, CA. 93625 Phone: (559) 834-4300 FAX: (559) 834-4377	Client	AT&T	Designed by M.C.

Tower Section Geometry (cont'd)

Tower Section	Tower Elevation	Diagonal Spacing	Bracing Type	Has K Brace End	Has Horizontals	Top Girt Offset	Bottom Girt Offset
	ft	ft		Panels		in	in
TI	100'-70'	30'	TX Brace	No	Yes	0.000	0.000
T2	70'-35'	35'	TX Brace	No	Yes	0.000	0.000
T3	35'-0'	35'	TX Brace	No	Yes	0.000	0.000

Tower Section Geometry (cont'd)

Tower Elevation ft	Diagonal Type	Diagonal Size	Diagonal Grade
T1 100'-70'	Solid Round	1 1/8	A36 (36 ksi)
T2 70'-35'	Solid Round	1 1/8	A36 (36 ksi)
T3 35'-0'	Solid Round	1 1/8	A36 (36 ksi)

Tower Section Geometry (cont'd)

Tower Elevation ft	Top Girt Type	Top Girt Size	Top Girt Grade	Bottom Girt Type	Bottom Girt Size	Bottom Girt Grade
T1 100'-70'	Quad Angle	4L3x3x1/4x3/4	A36	Solid Round		A36
			(36 ksi)			(36 ksi)
T2 70'-35'	Quad Angle	4L3x3x1/4x3/4	A36	Solid Round		A36
	· •		(36 ksi)			(36 ksi)
T3 35'-0'	Ouad Angle	4L3x3x1/4x3/4	A36	Solid Round		A36
			(36 ksi)			(36 ksi)

Tower Section Geometry (cont'd)

			K Factors ¹							
Tower Elevation	Calc K Single	Calc K Solid	Legs	X Brace Diags	K Brace Diags	Brace Diags	Girts	Horiz.	Sec. Horiz.	Inner Brace
	Angles	Rounds		X	X	Х	Х	Х	X	Х
ft				Y	Y	Y	Y	Y	Y	<u>Y</u>
T1 100'-70'	No	No	1	1	i	1	1	1	1	1
				1	1	1	1	1	1	1
T2 70'-35'	No	No	1	1	1	1	1	1	1	1
				1	1	1	1	1	1	i
T3 35'-0'	No	No	1	2	1	1	1	1	1	1
				2	1	1	1	1	1	1

tnxTower	Job	REEDLEY - SITE No. CLV01984	Page 3 of 6
TASHJIAN TOWERS CORP. 2765 S. TEMPERANCE AVE.	Project	WATER TANK 1	Date 12:16:47 03/20/19
FOWLER, CA. 93625 Phone: (559) 834-4300 FAX: (559) 834-4377	Client	AT&T	Designed by M.C.

¹Note: K factors are applied to member segment lengths. K-braces without inner supporting members will have the K factor in the out-of-plane direction applied to the overall length.

Feed Line/Linear Appurtenances - Entered As Round Or Flat

Management Conversion All													
Description	Face	Allow	Exclude	Component	Placement	Face	Lateral	#	#	Clear	Width or	Perimeter	Weight
	or	Shield	From	Type		Offset	Offset		Per	Spacing	Diameter		0
	Leg		Torque		ft	in	(Frac FW)		Row	in	in	in	plf
	-		Calculation		5		,						15
CENTER	С	No	No	Ar (CaAa)	100' - 0'	-120.00	0	1	1	7.240	7.240		7,600
PIPE				. ,		0							

Feed Line/Linear Appurtenances - Entered As Area

Description	Face or	Allow Shield	Exclude From	Component Type	Placement	Face Offset	Lateral Offset	#		$C_A A_A$	Weight
	Leg		Torque Calculation		ft	in	(Frac FW)			ft²/ft	plf
Climbing Ladder	С	No	No	CaAa (Out Of Face)	100' - 0'	12.000	0	1	No Ice	0.290	7.900

Feed Line/Linear Appurtenances Section Areas

Tower Section	Tower Elevation	Face	A_R	A _F	C _A A _A In Face	C _A A _A Out Face	Weight
	fi		ft²	ft²	ft²	ft²	K
T1	100'-70'	A	0.000	0.000	0.000	0.000	0.000
		в	0.000	0.000	0.000	0.000	0.000
		С	0.000	0.000	10.860	8.700	0.465
		D	0.000	0.000	0.000	0.000	0.000
T2	70'-35'	Α	0.000	0.000	0.000	0.000	0.000
		В	0.000	0.000	0.000	0.000	0.000
		С	0.000	0.000	12.670	10.150	0.542
		D	0.000	0.000	0.000	0.000	0.000
Т3	35'-0'	Α	0.000	0.000	0.000	0.000	0.000
		В	0.000	0.000	0.000	0.000	0.000
		С	0.000	0.000	13.048	10.150	0.542
		D	0.000	0.000	0.000	0.000	0.000

		Fe	ed Line	Center of	Pressure	
Section	Elevation	CP _X	CPz	CP _X	CPz	
	Ĥ	in	in	Ice in	Ice	
Tl	100'-70'	2.976	3.632	2.227	3.486	
T2	70'-35'	5,553	4.633	6.228	4.458	
T3	35'-0'	8.043	5.568	10.019	5.376	

tnx7	ower
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TASHJIAN TOWERS CORP. 2765 S. TEMPERANCE AVE. FOWLER, CA. 93625 Phone: (559) 834-4300 FAX: (559) 834-4377

	Job		Page
		REEDLEY - SITE No. CLV01984	4 of 6
R <i>P</i> .	Project	WATER TANK 1	Date 12:16:47 03/20/19
	Client	AT&T	Designed by M.C.

Shielding Factor Ka

Tower Section	Feed Line Record No.	Description	Feed Line	Ka	Ka
Decilon	Record No.		Segment Elev.	No Ice	Ice
	2	CENTER PIPE			1.0000
12	2	CENTER PIPE	35.00 - 70.00	1.0000	1.0000
T3	2	CENTER PIPE	0.00 - 35.00	1.0000	1.0000

			Di	screte 1	Cower L	oads			
Description	Face or Leg	Offset Type	Offsets: Horz Lateral Vert	Azimuth Adjustment	Placement	******	C _A A _A Front	C _A A _A Side	Weight
			ft ft ft	o	ft		ft²	ft²	K
WATER TANK (1)	С	None		0.0000	112'	No Ice	231.875	231.875	5.000
OMNI WHIP ANTENNA PANEL ANTENNA (28"x10"x3")	C D	None From Face	1.000 10' 0'	0.0000 0.0000	132'3" 102'	No Ice No Ice	4.000 2.359	4.000 0.862	0.055 0.050
PANEL ANTENNA (28"x10"x3")	D	From Face	1.000 -10' 0'	0.0000	102'	No Ice	2.359	0.862	0.050
PANEL ANTENNA (1' x1')	D	From Face	1.000 -12' 0'	0.0000	102'	No Ice	1.200	0.317	0.020
PANEL ANTENNA (1' x1')	D	From Face	1.000 0' 0'	0.0000	102'	No Ice	1.200	0.317	0.020
PANEL ANTENNA (1' x1')	D	From Face	1.000 12' 0'	0.0000	102'	No Ice	1.200	0.317	0.020
COMMSCOPE #NNV4-45B-R6	D	From Face	1.000 3' 0'	0.0000	80'	No Ice	11.400	6.708	0.099
COMMSCOPE #NNV4-45B-R6	D	From Face	1.000 0' 0'	0.0000	80'	No Ice	11.400	6.708	0.099
COMMSCOPE #NNV4-45B-R6	D	From Face	1.000 -3' 0'	0.0000	80'	No Ice	11.400	6.708	0.099
COMMSCOPE #NNV4-45B-R6	A	From Face	1.000 3' 0'	0.0000	80'	No Ice	11.400	6.708	0.099
COMMSCOPE #NNV4-45B-R6	A	From Face	1.000 0' 0'	0.0000	80'	No Ice	11.400	6.708	0.099
COMMSCOPE #NNV4-45B-R6	A	From Face	1.000 -3' 0'	0.0000	80'	No Ice	11.400	6.708	0.099
ERICSSON RRU 4449 B5/B12	D	From Face	0.000 3' 1'	0.0000	80'	No Ice	1.968	1.408	0.071
ERICSSON RRU 4449 B5/B12	D	From Face	0.000 3' -1'	0.0000	80'	No Ice	1.968	1.408	0.071
ERICSSON RRU 8843 B2/B66A	D	From Face	1.000 0'	0.0000	80'	No Ice	1.639	1.353	0.072

tnxTower	Job		Page
inxTower		REEDLEY - SITE No. CLV01984	5 of 6
TASHJIAN TOWERS CORP. 2765 S. TEMPERANCE AVE.	Project	WATER TANK 1	Date 12:16:47 03/20/19
FOWLER, CA. 93625 Phone: (559) 834-4300 FAX: (559) 834-4377	Client	AT&T	Designed by M.C.

Description	Face or Leg	Offset Type	Offsets: Horz Lateral Vert	Azimuth Adjustment	Placement	****	C ₄ A ₄ Front	C _A A _A Side	Weight
	-		ft ft ft	o	ft		ft²	ft²	Κ
ERICSSON RRU 8843 B2/B66A	D	From Face	1' 1.000 0' -1'	0.0000	80'	No Ice	1.639	1.353	0.072
ERICSSON RRU 4426 B66	D	From Face	-1 1.000 -3' 1'	0.0000	80'	No Ice	2.791	1.192	0.050
ERICSSON RRU 4426 B66	D	From Face	1 1.000 -3' -1'	0.0000	80'	No Ice	2.791	1.192	0.050
ERICSSON RRU 4415 B30	A	From Face	-1' 1.000 3' 1'	0.0000	80'	No Ice	2.791	1.192	0.050
ERICSSON RRU 4415 B30	A	From Face	1 1.000 3' -1'	0.0000	80'	No Ice	2.791	1.192	0.050
ERICSSON RRU 4478 B14	A	From Face	-1 1.000 0' 1'	0.0000	80'	No Ice	2.791	1.192	0.050
ERICSSON RRU 4478 B14	A	From Face	1.000 0'	0.0000	80'	No Ice	2.791	1.192	0.050
ERICSSON RRU 4415 B25	A	From Face	-1' 1.000 -3'	0.0000	80'	No Ice	2.791	1.192	0.050
ERICSSON RRU 4415 B25	A	From Face	1' 1.000 -3'	0.0000	80'	No Ice	2.791	1.192	0.050
DC SURGE SUPPRESSION (SQUID)	D	From Face	-1' 1.000 2'	0.0000	80'	No Ice	1.031	1.031	0.050
DC SURGE SUPPRESSION (SQUID)	A	From Face	0' 1.000 2'	0.0000	80'	No Ice	1.031	1.031	0.050
HSS TUBE MOUNT	D	From Face	0' 1.000 0'	0.0000	80'	No Ice	13.200	0.200	0.715
HSS TUBE MOUNT	A	From Face	0' 1.000 0' 0'	0.0000	80'	No Ice	13.200	0.200	0.715

Tower Pressures - No Ice

Section Elevation	z	Kz	q_z	A _G	F	A_F	A_R	A_{leg}	Leg	C_{AA}	$C_A A_A$
Lievation					a				%		Out
ft	ft		psf	ft²	с е	ft²	ft ²	ft ²		Face ft ²	Face ft ²
T1 100'-70'	85'	1.223	32.20	570.862	Α	69.150	6.214	62.162	82.48	0.000	0.000
			2		В	69.150	6.214		82.48	0.000	0.000
					С	69.150	6.214		82.48	10.860	8,700
					D	69.150	6.214		82.48	0.000	0.000
T2 70'-35'	. 52'6"	1.105	29.09	893.505	Α	82.510	7.704	72.523	.80.39	0.000	0.000
			6		В	82.510	7.704		80.39	0.000	0.000

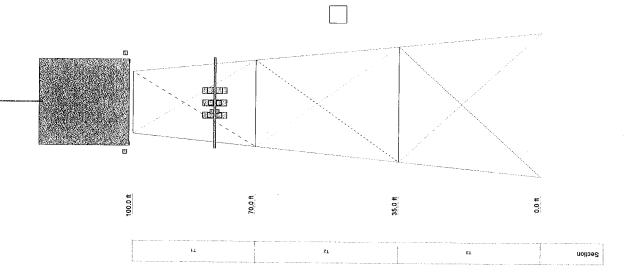
 $G_H = 0.850$

tnxTower	Job	REEDLEY - SITE No. CLV01984	Page 6 of 6
TASHJIAN TOWERS CORP. 2765 S. TEMPERANCE AVE.	Project	WATER TANK 1	Date 12:16:47 03/20/19
FOWLER, CA. 93625 Phone: (559) 834-4300 FAX: (559) 834-4377	Client	AT&T	Designed by M.C.

Section	Z	Kz	q_z	A _G	F	A_F	A_R	A_{leg}	Leg	C ₄ A ₄	$C_A A_A$
Elevation					а				%	In	Out
					С					Face	Face
ft	ft		psf	ft²	е	ft²	ft²	ft^2		ft²	ft ²
					С	82.510	7.704		80.39	12.670	10.150
					D	82.510	7.704		80.39	0.000	0.000
T3 35'-0'	17'6''	0.877	23.08	1138.50	Α	86.010	8.567	72.523	76.68	0.000	0.000
			8	5	В	86.010	8.567		76.68	0.000	0.000
					С	86.010	8.567		76.68	13.048	10.150
					D	86.010	8.567		76.68	0.000	0.000

TYPE	ELEVATION	TYPE	EL EVATION
OMNI WHIP ANTENNA	132.25	ERICSSON RRU 8843 B2/B66A	80
NATER TANK (1)	112	ERICSSON RRU 8843 B2/B66A	80
PANEL ANTENNA (28"×10"×3")	102	ERICSSON RRU 4426 B66	80
PANEL ANTENNA (28"×10"×3")	102	ERICSSON RRU 4426 B66	80
PANEL ANTENNA (1' x1)	102	ERICSSON RRU 4415 B30	80
PANEL ANTENNA (1' x1)	102	ERICSSON RRU 4415 B30	RO
PANEL ANTENNA (1' ×1)	102	ERICSSON RRU 4478 B14	80
COMMSCOPE #NNV4-45B-R6	80	ERICSSON RRU 4478 B14	80
COMMSCOPE #NNV4-45B-R6	80	ERICSSON RRU 4415 B25	80
COMMSCOPE #NNV4-45B-R6	80	ERICSSON RRU 4415 B25	C.
COMMSCOPE #NNV4-45B-R6	80	DC SURGE SUPPRESSION (SOUTIO)	
COMMSCOPE #NNV4-45B-R6	80	DC SURGE SUPPRESSION (SQUID)	80
COMMSCOPE #NNV4-45B-R6	80	HSS TUBE MOUNT	80
ERICSSON RRU 4449 B5/B12	80	HSS TUBE MOUNT	BO
ERICSSON RRU 4449 B5/B12	RO.		2

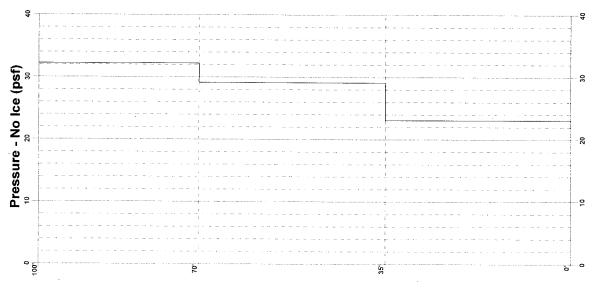
Tower designed for Exposure C to the TIA-222-G Standard.
 Tower designed for a 110 mph basic wind in accordance with the TIA-222-G Standard.
 Tower Risk Category II.
 Topographic Category 1 with Crest Height of 0'



TASHJIAN TOWERS CORP. Tot REEDLEY - SITE No. CLV0198	Job: REEDLEY	- SITE No.	CLV0198
2765 S. TEMPERANCE AVE.	Project: WATER TANK 1	ANK 1	
FOWLER, CA. 93625	Client: AT&T	Drawn by: M.C. App'd:	App'd:
	Code: TIA-222-G Date: 03/20/19 Scale: NTS	Date: 03/20/19	Scale: NTS
FAX: (559) 834-4377	Path: ZitkarhERINREEDLEY WATER TANK 1. an Dwg No. E-1	EV WATER TANK 1. Bri	Dwg No. E-1

A11

(ff) noitsvel∃



Wind Pressures TIA-222-G - 110 mph Exposure C

TASHJIAN TOWERS CORP. [10] REEDLEY - SITE No. CLV0198]	Job: REEDLEY	- SITE No. CLV	198
2765 S. TEMPERANCE AVE.	Project: WATER TANK 1	ANK 1	
FOWLER. CA. 93625	Client: AT&T	Drawn by: M.C. App'd:	
	Code: TIA-222-G	Code: TIA-222-G Date: 03/20/19 Scale: NTS	VTS
FAX: (559) 834-4377	Path: Z:)KarhERINREEDLE	ZIKAMERINEEDLEY WATER TANK 1.00 Dwg No. E-9	6- Ш

WIND LOAD ANALYSIS

REFERENCE	WIND PRESSURE ON WATE	<u>R TANK:</u>	
ASCE 7-10 Table 1.5-1 ASCE 7 Hazard Tool ASCE 7-10 Table 26.6-1 ASCE 7-10 Section - 26.7 ASCE 7-10 Section - 26.8.2 ASCE 7-10 Table 29.3-1 ASCE 7-10 Section - 29.3.2	Risk Category = $V =$ $K_{d} =$ Exposure Category = $K_{zt} =$ $K_{z} =$ $q_{z} = 0.00256K_{z}K_{zt}K_{d}V^{2} =$	 110 0.85 C 1 1.29 34.0	mph
	DESIGN WIND PRESSURE O	N WATER	TANK
ASCE 7-10 Figure 29.5-1 ASCE 7-10 Figure 29.5-1	$q_{z} = G_{h} = \begin{bmatrix} G_{h} \\ \pm D \end{bmatrix}$ Round $(Dq_{z}^{1/2}) > 2.5 \\ \pm h = \\ h/D = \begin{bmatrix} C_{f} \end{bmatrix}$ $Q_{z(design)} = q_{z}G_{h}C_{f}$	34.0 0.85 21 122.4 30 1.43 0.507	psf ft (Tank diameter) Assume Moderately Smooth ft (height of tank) psf
		53 1.5 TA 1992 I ANDRE IN THE INCLUSION OF A	ж ^т

Envelope Only Solution	<image/>	
TASHJIAN TOWERS CO M.C. WATER TANK 1	REEDLEY - SITE No. CLV01984	SK - 1 Mar 20, 2019 at 11:53 AM REEDLEY WATER TANK 1 (4).r3d



TASHJIAN TOWERS CORP. M.C. WATER TANK 1 REEDLEY - SITE No. CLV01984 Company Designer ANEME SCHER COMPANY ANEME SCHER COMPANY Model Name

Mar 20, 2019 12:11 PM Checked By:____

Load Combinations

actor								
BLCF								
actorE								
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torB				-				
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orBL								
Fact								
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actor								
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orBL								
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BLC		2	2	e	e	4	4	5
Factor	-	1.2	6.	1.2	6.	1.2	6.	
BLC	Ы	Ъ	DL	Ы	Ы	DL	DL	Ц
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Solve	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
		lce		lce	g	8		
		- No	- No	- No	- No	- No	°N -	ervic
ç	١٧	h deg	deg	5 deg	5 deg	0 deg	0 deg	<u>а</u> - С
Description	Dead Only	/ind 0	find 0	nd 4	ind 4	nd 9(ind 9() de
Desc	Dea	1.0 V	1.0 V	W 0.	.0 Wi	W 0.	W 0.	find (
	-	ead+	ead+	ad+1	ad+1	ad+1	ad+1	א+2 ל+2
		1.2 Dead+1.0 Wind 0 deg - No Ice	0.9 Dead+1.0 Wind 0 deg - No Ice	1.2 Dead+1.0 Wind 45 deg - No Ice	.9 De	.2 De	.9 De	Dead+Wind 0 deg - Service
			3	1	5 0.9 Dead+1.0 Wind 45 deg - No Ice	6 1.2 Dead+1.0 Wind 90 deg - No Ice	7 0.9 Dead+1.0 Wind 90 deg - No Ice	~
	•	. 4		Y		9		

Envelope Joint Reactions

					I						Γ				_			
C	ω	*	ω	-	∞	-	∞	-	ω	-	ω	-	ω	-	8	-		
MZ [k-ft]	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
С	4	Ļ	9	2	-	4	2	9	-	4	4	-	9	2	2	9		
MY [k-ft]	.185	0	.159	166	0	244	.138	14	0	245	.184	0	.16	165	.133	143		
с Г	8	e	8	*	80	•	œ	-	8	-	ω	1	ω	1	8	-		
MX [k-ft]	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
с Г	2	7	9	1	3	9	e	-	3	9	2	7	2	1	З	1	2	-
Z [k]	3.837	616	3.434	.528	2.235	972	9.964	528	9.88	-3.327	1.511	-1.983	3.883	.527	2.24	53	34.459	0
С	2	7	6	1	6	3	1	7	9	ო	2	7	2	1	1	3	2	7
Y [k]	36.163	-5.431	35.409	5.871	12.095	-18.198	5.871	-18.71	36.288	-5.217	12.217	-17.817	35.784	5.861	5.883	-18.401	56.387	42.29
LC	2	7	1	9	3	9	1	7	ო	9	2	7	٢	2	1	7	~	7
X [k]	3.415	-9.77	529	-3.905	1.967	-1.522	.528	-2.2	.502	-3.95	1.089	-2.104	527	-3.4	.529	-10.119	0	-34.429
	max	min	max	min	max	min	max	min	max	min	max	min	max	mìn	max	min	max	min
Joint	N28		N29		N31		N34		N40		N41		N46		N48		Totals:	
	+	2	3	4	5	9	7	8	6	10	11	12	13	14	15	16	17	18

Envelope AISC 14th(360-10): LRFD Steel Code Checks

Egn	H1-1a	H1-1a	H1-1a	H1-1a	
cp	٢	+	-	1	
bhi*Mn z	3.114	3.114	3.114	3.114	
phi*Mn y-y	7.868	7.868	7.868	7.868	
phi*Pnt [k]	93.15	93.15	93.15	93.15	
Dir LC phi*Pnc [k] phi*Pnt [k] phi*Mn v-vphi*Mn z.	2 14.921	2 14.921	4 14.921	6 14.921	
Dir	۷	٨	. >	٨	•
oclini	0	0	0	0	
Shear Check Loc[in]	.007	.008	.007	.006	
ГC	6	2	6	2	
Loclin	165.172	165.172	165.172	165.172	
Code Check	.698	.662	.655	.612	
Shape	2L3x3x1/4x1/2	M905 2L3x3x1/4x1/2	2L3x3x1/4x1/2	2L3x3x1/4x1/2	
Member	M907	M905	M904	M906	
_	1	2	e	4	

[Z:\Mauricio\Risa 3D Files\REEDLEY WATER TANK 1 (4).r3d] RISA-3D Version 17.0.2

Page 1

Company : TASHJIAN TOV	Designer : M.C.	Job Number : WATER TANK	Model Name : REEDLEY - SITE
			A MEMERSCHARE COMPANY

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TASHJIAN TOWERS CORP. M.C. WATER TANK 1 REEDLEY - SITE No. CLV01984

Mar 20, 2019 12:11 PM Checked By:

Envelope AISC 14th(360-10): LRFD Steel Code Checks (Continued)

M901 M65	2	.536	165.172	2	006	c	>	۲ ۲	11 001	03 15	7 050 1 100	080 1	-	
Ň						,		_	1 22.1	<u>00.10</u>	0000'/	4.302		
	M65 C12X25	.525	8.837	9	.083	83.952		4 13	133.472	237.816	8.091	79.38	•	H1-1a
Σ	M70 C12X25	.514	8.837	2	057	70.697	>	2 133.	472	237.816	8.091	79.38	-	H1-1a
Ž		.514	8.837	2	.120	106.0	Z		473	237.816	8.091	79.38	-	H1-1a
Ξ	M56 C12X25	.509	8.837	9	.056	70.697	٨	2 13		237.816		79.38	-	H1-1a
ž		.505	165.172	9	.007	0	>	4 12	14.921	93.15	7.868	4.982	-	H1-1a
ž	2L3x3x1	.484	165.172	4	.008	0	. >	2 14	t.921	93.15	7.868	4.982	-	H1-1a
M4	M434A SR 1 1/8	.482	562.853	ဖ	.019	562.8			.056	32.206	604	.604	1.136	H1-1a*
<u>₹</u>		.477	562.853	2	.005	0			056	32.206	.604	604	1.136	H1-1a*
[.471	562.853	2	.013	0			056	32.206	.604	.604	1.136	H1-1a*
15 M4:	M438A SR 1 1/8	.465	562.853	ဖ	.014	562.8		2.	056	32.206	.604	.604	1.136	H1-1a*
16 M44	M445A SR 1 1/8	456	511.181	9	.015	0			068	32.206	.604	.604	1.136	H1-1a*
<u>N</u> 4	SR 1	.451	511.181	2	600.	511.1			068	32.206	.604	604	1.136	H1-1a*
M4	M449A SR 1 1/8	.444	511.181	2	.022	0			068	32.206	.604	604	1.136	H1-1a*
ž	7	.441	165.172	9	.007	0	٨	-	4.921	93.15	7.868	4.982	-	H1-1a
M4		.438	511.181	9	.007	511.1			068	32.206	.604	604	1.136	H1-1a*
M6	M617A SR 1 1/8	.328	0	9	.018	0		9	106	32.206	.604	604	1.136	H1-1a*
M622A	22A SR 1 1/8	.326	408.639	2	.014	0		2.	106	32.206	.604	.604	1.136	H1-1a*
M64		.326	0	4	.075	362.32	>	4 13	33.472	237.816	8.091	79.38	~	H1-1b
M615A	15A SR 1 1/8	.323	408.639	2	.024	0			106	32.206	604	604	1.136	H1-1a*
M620A	20A SR 1 1/8	.317	408.639	9	.008	0		2	106	32.206	.604	604	1.136	H1-1a*
M51	51 C12X25	.313	0	4	.101	56.81	N		б	237.816	8.091	79.38	-	H1-1b
M62		.307	0	4	.172	268.8	z			237.816	8.091	79.38	~	H1-1b
M59	_	.300	0	ъ	.073	362.32	N	4 13		237.816	8.091	79.38	1	H1-1b
M63		.295	0	5	.100	56.81	N	5 14		237.816	8.091	79.38	-	H1-1b
M52		.283	0	ß	.173	268.8	N	4 14	_	237.816	8.091	79.38	1	H1-1b
M49		.266	0	9	.132	268.8	Z	6 14	146.259	237.816	8.091	79.38	1	H1-1b
M925	2	.264	123.172	9	.007	246.3	>	0		93.15	7.868	3.114	1	H1-1b
M54		.262	0	4	.050	349.0	>	4	33.472	237.816	8.091	79.38	1	H1-1b
Š	4 2L3	.261	123.172	2	900.	246.3	>	2	-	93.15	7.868	3.114	1	H1-1b
M71		.260	0	9	.049	114.8	>			237.816	8.091	79.38	1	H1-1b
M60	_	.257	0	2	.050	110.4.	>	6 13	33.472	237.816	8.091	79.38	1	H1-1b
M927	7	.255	123.172	9	.005	246.3	>	2	26.5	93.15	7.868	3.114	-	H1-1b
M926	5	.254	123.172	2	900.	246.3	٨	4 2	26.5	93.15	7.868	3.114	1	H1-1b
M50	50 C12X25	.245	0	2	.133	268.8	N	6 14	146.259	237.816	8.091	79.38		H1-1b
M57		.241	0	3	.081	349.0	z	2 13		237.816	8.091	79.38	-	H1-1b
M69		.241	0	7	.082	349.0	z	2 13:	133.472	237.816	8.091	79.38	1	H1-1b
M67		.233	0	ß	.049	349.0	N	5 133.	472	237.816	8.091	79.38	1	H1-1b
M53		.232	0	ო	.083	242.3	N	-		237.816	8.091	79.38	-	H1-1b
M68	38 C12X25	.214	0	7	079.	242.3	N	2 14	146.259	237.816	8.091	79.38	-	H1-1b

Company : TASHJIAN TOWERS CORP. Designer : M.C. Job Number : WATER TANK 1 Model Name : REEDLEY - SITE No. CLV01984

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Eqn	H1-1b	H1-1b	H1-1b	H1-1b	H1-1b	H1-1b	H1-1b	H1-1b	H1-1b*	H1-1a	H1-1a	H1-1a	H1-1a							
cp	-		-	-	-	-	-		1.136	1.136	1.136	1.136	1.136	1.136	1.136	1.136	1	1	-	۲-
ohi*Mn z	4.982	4.982	79.38	79.38	79.38	4.982	4.982	79.38	.604	.604	.604	.604	.604	.604	.604	.604	.604	.604	.604	.604
y-y nM∗ic	7.868	7.868	8.091	8.091	8.091	7.868	7.868	8.091	.604	.604	.604	.604	.604	.604	.604	.604	.604	.604	.604	.604
LC phi*Pnc [k] phi*Pnt [k] phi*Mn y-yphi*Mn z	93.15	93.15	37.816	37.816	37.816	93.15	93.15	237.816	32.206	32.206	32.206	32.206	32.206	32.206	32.206	32.206	32.206	32.206	32.206	32.206
ii*Pnc [k] pl	26.5	26.5	133.472 237.816	33.472 237.816	133.472 237.816	26.5	26.5	133.472 2	.056	.056 3	.106	.106	.068	.068	.106	.106 3	.056 3	.056	.068	.068
LC ph	4	2	4 1:	6 1:	4	2	6	6 1:	9	2	5	6	9	2	1	-	ω	∞	8	8
Dir	٧	γ	z	z	٨	٧	Ņ	٨												
Loc[in]	246.3	246.3	106.0	97.208	83.952	246.3	246.3	97.208	0	0	408.6	408.6	511.1	511.1	408.6	408.6	0	0	0	0
Shear Check Loc[in]	.006	.005	.121	.086	.083	.006	.007	.086	.011	.007	600.	.005	.014	.025	.002	.002	000	000.	000.	000
С	2	ဖ	4	7	ю	2	9	e	7	3	2	9	9	2	-	+	∞	ω	∞	ω
Loc[in]	123.172	123.172	13.256	8.837	8.837	123.172	123.172	8.837	562.853	562.853	408.639	408.639	511.181	511.181	408.639	408.639	0	0	0	0
Code Check	.203	.201	199	.199	.198	.198	.197	.196	.018	.016	.015	.013	.007	.003	.002	.002	000	000	000	000
Shape	2L3x3x1/4x1/2	2L3x3x1/4x1/2	C12X25	C12X25	C12X25	2L3x3x1/4x1/2	2L3x3x1/4x1/2	C12X25	SR 1 1/8											
Member	M923	M922	M66	M61	M58	M921	M920	M72	M439A	M433A	M619A	M616A	M441A	M447A	M618A	M621A	M436A	M437A	M451A	M455A
	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64

tnxFoundation	Job:	REEDLEY WATER TANK 1	Date:
M.C.; TASHJIAN TOWERS CORP.; 2765 S TEMPERANCE AVE; FOWLER, CA 93625; (559) 804-4300;	Client:	AT&T	3/20/2019 3:52:54 PM

			-	l	oundation				
				Geome	try and Ma	terials	<u> </u>		
					-				
Caisso	n:								
Diam	eter				D	3.5 ft x3.5 ft			
Caiss	on length				L	17.00 ft			
Base						12.25 ft ²			
Levels	:								
Pier a	above ground				h	0.00 ft			
Found	dation level				hf	17.00 ft			
Frost	depth				fd	3.00 ft			
Grour	nd water level				hw	-			
Concre	ete:								
Stren	gth				fc	3.0 ksi			
Unit v	veight					0.15 kcf			
Parame	eters:								
Caiss define	on unit skin fri ed	ction and unit	end bearing s	tress are		Yes			
End b	earing capaci	ty factors Nc a	and Nq are def	ined		No			
	PER TIA-222-0		,						
#	Name	Φ	Cu	Кр	γ.dry	γ.sat	fs	qb	Top level
1	Sand	30.00	0.00 ksf	3	110.0 pcf	120.0 pcf	0.5 ksf	9.0 ksf	0.00 ft

Φ	- internal friction angle
Cu	- soil cohesion
Кр	- coefficient of passive pressure
γ.d ry	- dry soil density
γ. sa t	- saturated soil density
fs	- external skin friction (unit value)
qb	- end bearing stress (unit value)

Loads:

#	Name	Description	Р	Vx	Vz
1	Combination 1		59.4 kip	6.2 kip	6.2 kip
2	Combination 2		-34.6 kip	10.3 kip	10.2 kip

Uplift capacity

Resistance factors

Resistance factor for shaft resistance of caisson - Uplift	0.75
Load factor for foundation weight	0.750
Load factor for soil weight	0.900

tnxFoundation	Job:	REEDLEY WATER TANK 1	Date:
M.C.; TASHJIAN TOWERS CORP.; 2765 S TEMPERANCE AVE; FOWLER, CA 93625; (559) 804-4300;	Client:	AT&T	3/20/2019 3:52:54 PM

Details for maximum uplift force:

Number of critical combination	2
Maximum uplift force from critical combination	34.60 kip
Shaft resistance of caisson due to skin friction	87.96 kip
Weight of caisson	35.24 kip
Weight of soil (for belled caissons)	0.00 kip
Allowable uplift resistance	92.40 kip
Ratio = Maximum uplift force / Uplift resistance	0.374

Bearing capacity			
Resistance factors			
Resistance factor for shaft resistance of caisson - Bearing	0.75		
Resistance factor for base resistance of caisson - Bearing	0.75		
Details for maximum compression force:			
Number of critical combination	1		
Maximum compression force from critical combination	59.40 kip		
Shaft resistance of caisson due to skin friction	87.96 kip		
Base resistance	113.10 kip		
Allowable bearing resistance	150.80 kip		
Ratio = Maximum compression / Compression resistance	0.394		

Maximum moment along Caisson (P-Y)

Results for the critical load:

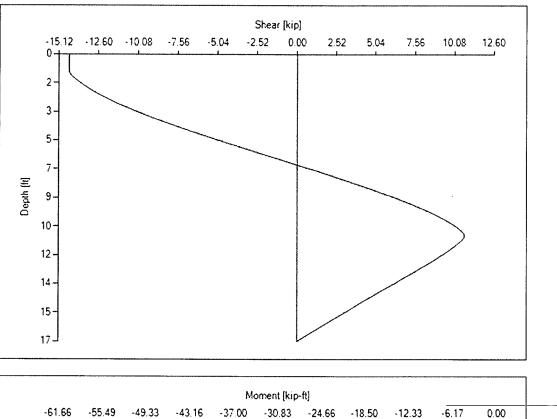
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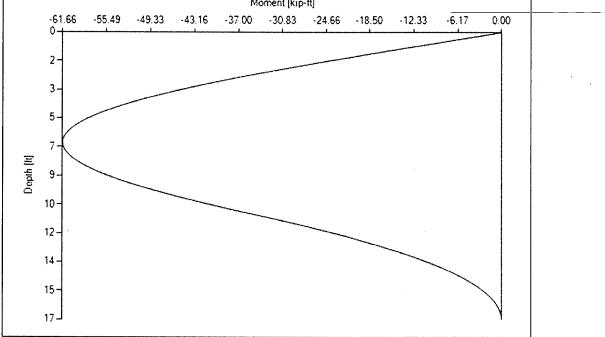
Number of critical combination		2
Max moment in caisson	Mmax	61.66 kip-ft

Shear and Moments along Caisson:

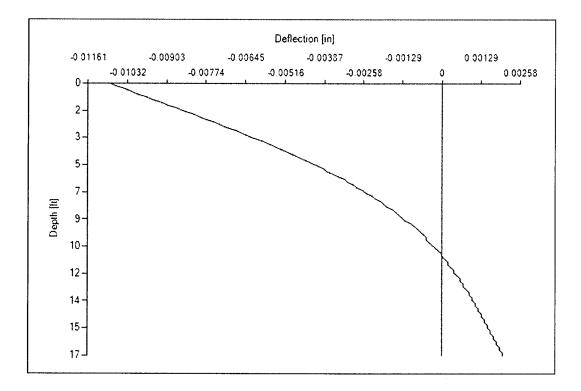
Level	Shear	Moment	Deflection
0.0 ft	-14.50 kip	0.00 kip-ft	-0.011 in
1.9 ft	-13.47 kip	-27.01 kip-ft	-0.008 in
3.8 ft	-9.12 kip	-48.71 kip-ft	-0.006 in
5.7 ft	-3.03 kip	-60.34 kip-ft	-0.004 in
7.6 ft	3.41 kip	-59.91 kip-ft	-0.002 in
9.6 ft	9.08 kip	-46.63 kip-ft	-0.001 in
11.5 ft	9.88 kip	-27.37 kip-ft	0.000 in
13.4 ft	6.58 kip	-11.72 kip-ft	0.001 in
15.3 ft	3.07 kip	-2.62 kip-ft	0.002 in
17.0 ft	0.00 kip	0.00 kip-ft	0.002 in

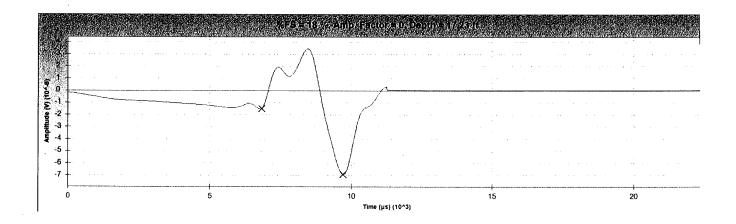
tnxFoundation	Job:	REEDLEY WATER TANK 1	Date:
M.C.; TASHJIAN TOWERS CORP.; 2765 S TEMPERANCE AVE; FOWLER, CA 93625; (559) 804-4300;	Client:	AT&T	3/20/2019 3:52:54 PM





tnxFoundation	Job:	REEDLEY WATER TANK 1	Date:
M.C.; TASHJIAN TOWERS CORP.; 2765 S TEMPERANCE AVE; FOWLER, CA 93625; (559) 804-4300;	Client:	AT&T	3/20/2019 3:52:54 PM





SEISMIC ANALYSIS

Client: <u>AT&T</u> Project: <u>WATER TANK 1</u> Site Name: <u>REEDLEY SITE No. CLV01984</u>

Structure Height:	100	ft
Structure Weight:	46.9	kip
Importance Factor:	1.00	

Design Procedure Per : TIA-222-G & ASCE 7-10 - Equivalent Lateral Force Procedure

Seismic Design Factors

Site Class:	D
Seismic Design Category:	D

S _s (g) =	0.543	Spectral Response Acceleration Parameter at Short Periods
S ₁ (g) =	0.237	Spectral Response Acceleration Parameter at a Period of 1-second
F _a =	1.366	Short-Period Site Coefficient
F _v =	1.926	Long-Period Site Coefficient
S _{DS} (g) =	0.494	Design Spectral Response Acceleration Parameter at Short Periods
S _{D1} (g) =	0.304	Design Spectral Response Acceleration Parameter at a Period of 1-second
R =	3	ASCE Table 12.2-1 and TIA-222-G Section 2.7.7.1

TIA-222-GSection 2.7.7.1- Calculation of Seismic Response Coefficient

 $\mathsf{V=C}_\mathsf{S}\mathsf{W} \qquad \text{Seismic Base Shear}$

W= effective seismic weight C_S = seismic response coefficient

C_s=S_{DS}/(R/I) 0.16

FUNDAMENTAL PERIOD OF A STRUCTURE - TIA-222-G, SECTION 2.7.11.1

K _f =	4540	
w _a =	25.0	ft (Average face width)
w _o =	35.0	ft (Face width at base of structure)
W =	46.9	kip
W ₁ =	30.96	kip
W ₂ =	17.4	kip (Weight of structure within top 5% of the structure height)
f ₁ =	9.082	Hertz
T =	0.11	Sec

SEISMIC ANALYSIS

The value of C_s need not exceed the following:

 $\begin{array}{c|c} T_{L} = & 12 \\ \hline For \ T \leq T_{L} & C_{s} = S_{D1} / (T^{*}R/I) = & 0.92 \\ \hline For \ T \geq T_{L} & C_{s} = S_{D1} T_{L} / (T^{2*}R/I) = & 100.4 \end{array}$

In addition, for structures located where S_1 is equal to or greater than 0.6g, C_s shall not be less than:



TOWER 2/TANK 2

tnxTower	Job	REEDLEY - SITE No. CLV01984	Page 1 of 6
TASHJIAN TOWERS CORP. 2765 S. TEMPERANCE AVE.	Project	WATER TANK 2	Date 14:51:11 03/20/19
FOWLER, CA. 93625 Phone: (559) 834-4300 FAX: (559) 834-4377	Client	AT&T	Designed by M.C.

Tower Input Data

The main tower is a 4x free standing tower with an overall height of 100' above the ground line.

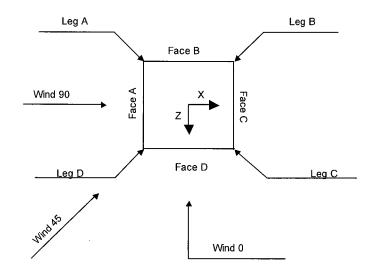
The base of the tower is set at an elevation of 0' above the ground line.

The face width of the tower is 15' at the top and 35' at the base.

This tower is designed using the TIA-222-G standard.

The following design criteria apply:

ASCE 7-10 Wind Data is used. Basic wind speed of 110 mph. Risk Category II. Exposure Category C. Topographic Category 1. Crest Height 0'. Tension only take-up is 0.031 in. A non-linear (P-delta) analysis was used. Pressures are calculated at each section. Stress ratio used in tower member design is 1. Local bending stresses due to climbing loads, feed line supports, and appurtenance mounts are not considered.



Square Tower

tnxTower	Job	REEDLEY - SITE No. CLV01984	Page 2 of 6
TASHJIAN TOWERS CORP. 2765 S. TEMPERANCE AVE.	Project	WATER TANK 2	Date 14:51:11 03/20/19
FOWLER, CA. 93625 Phone: (559) 834-4300 FAX: (559) 834-4377	Client	AT&T	Designed by M.C.

Tower Section Geometry									
Tower Section	Tower Elevation	Assembly Database	Description	Section Width	Number of Sections	Section Length			
·····	ft			ft		ft			
T 1	100'-70'			15'	1	30'			
T2	70'-35'			21'	1	35'			
Т3	35'-0'			28'	1	35'			

Tower Section Geometry (cont'd)										
Tower Section	Tower Elevation	Diagonal Spacing	Bracing Type	Has K Brace End	Has Horizontals	Top Girt Offset	Bottom Girt Offset			
	ft	ft		Panels		in	in			
TI	100'-70'	30'	TX Brace	No	Yes	0.000	0.000			
T2	70'-35'	35'	TX Brace	No	Yes	0.000	0.000			
T3	35'-0'	35'	TX Brace	No	Yes	0.000	0.000			

	Tower Section Geometry (cont'd)										
Tower Elevation ft	Top Girt Type	Top Girt Size	Top Girt Grade	Bottom Girt Type	Bottom Girt Size	Bottom Girt Grade					
T2 70'-35'	Double Channel	2C6x10.5	A36 (36 ksi)	Solid Round		A36 (36 ksi)					
T3 35'-0'	Double Channel	2C7x9.8	A36 (36 ksi)	Solid Round		A36 (36 ksi)					

Tower Section Geometry (cont'd)

			K Factors ¹							
Tower Elevation	Calc K Single	Calc K Solid	Legs	X Brace Diags	K Brace Diags	Single Diags	Girts	Horiz.	Sec. Horiz.	Inner Brace
Ĥ	Angles	Rounds		X Y	X V	X Y	X Y	X	X Y	X Y
	No	No	1	1	1	<u>1</u>	1	1	1	1
				1	1	1	1	1	1	1
T2 70'-35'	No	No	1	1	1	1	1	1	1	1
				1	1	1	1	1	1	1
T3 35'-0'	No	No	1	1	1	1	1	1	1	1
				1	1	1	1	1	1	1

¹Note: K factors are applied to member segment lengths. K-braces without inner supporting members will have the K factor in the out-of-plane direction applied to the overall length.

tnxTower	Job	REEDLEY - SITE No. CLV01984	Page 3 of 6
TASHJIAN TOWERS CORP. 2765 S. TEMPERANCE AVE.	Project	WATER TANK 2	Date 14:51:11 03/20/19
FOWLER, CA. 93625 Phone: (559) 834-4300 FAX: (559) 834-4377	Client	AT&T	Designed by M.C.

Feed Line/Linear Appurtenances - Entered As Round Or Flat

Description	Face or Leg	Allow Shield	Exclude From Torque	Component Type	Placement ft	Face Offset in	Lateral Offset (Frac FW)	#	# Per Row	Clear Spacing in	Width or Diameter in	Perimeter in	Weight plf
			Calculation										
CENTER	С	No	No	Ar (CaAa)	100' - 0'	-120.00	0	1	1	7.240	7.240		7.600
 PIPE						0							

Feed Line/Linear Appurtenances - Entered As Area

Description	Face	Allow	Exclude	Component	Placement	Face	Lateral	#	consolauc icanim	$C_{A}A_{A}$	Weight
	or Leg	Shield	From Toraue	Туре	fi	Offset in	Offset (Frac FW)			ft²/ft	plf
			Calculation		J.		(F J
Climbing	С	No	No	CaAa (Out	100' - 0'	12.000	0	1	No	0.290	7.900
Ladder				Of Face)					Ice		

Feed Line/Linear Appurtenances Section Areas

Tower Section	Tower Elevation	Face	A_R	A_F	C _A A _A In Face	$C_A A_A$ Out Face	Weight
	ft		ft²	ft²	ft²	ft²	K
Tl	100'-70'	A	0.000	0.000	0.000	0.000	0.000
		В	0.000	0.000	0.000	0.000	0.000
		С	0.000	0.000	10,860	8.700	0.465
		D	0.000	0.000	0.000	0.000	0.000
T2	70'-35'	Α	0.000	0.000	0.000	0.000	0.000
		в	0.000	0.000	0.000	0.000	0.000
		С	0.000	0.000	12.670	10.150	0.542
		D	0.000	0.000	0.000	0.000	0.000
T3	35'-0'	А	0.000	0.000	0.000	0.000	0.000
		В	0.000	0.000	0.000	0.000	0.000
		С	0.000	0.000	13.048	10.150	0.542
		D	0.000	0.000	0.000	0.000	0.000

		Fe	ed Line	Center of	f Pressur
Section	Elevation	CP_X	CPz	CP _X Ice	CP _Z Ice
	ft	in	in	in	in
T1	100'-70'	2.976	3.632	2.227	3.486
T2	70'-35'	5.553	4.633	6.228	4.458
T3	35'-0'	7.884	5.457	9.826	5.273

tnxTower	Job	REEDLEY - SITE No. CLV01984	Page 4 of 6		
TASHJIAN TOWERS CORP. 2765 S. TEMPERANCE AVE.	Project	WATER TANK 2	Date 14:51:11 03/20/19		
FOWLER, CA. 93625 Phone: (559) 834-4300 FAX: (559) 834-4377	Client	AT&T	Designed by M.C.		

Shielding Factor Ka

	Tower Section	Feed Line Record No.	Description	Feed Line Segment Elev.	K _a No Ice	K _a Ice
ſ	T1	2	CENTER PIPE	70.00 - 100.00	1.0000	1.0000
I	T2	2	CENTER PIPE	35.00 - 70.00	1.0000	1.0000
L	T3	2	CENTER PIPE	0.00 - 35.00	1.0000	1.0000

Discrete Tower Loads

Description	Face Offset or Type Leg		Offsets: Horz Lateral Vert	Azimuth Adjustment °	Placement ft		C ₄ A ₄ Front	C ₋₁ A ₋₁ Side ft ²	Weight K
			ft ft ft ft				ft²		
WATER TANK (1)	C	None	<u>/</u>	0.0000	112'	No Ice	231.875	231.875	5.000
PANEL ANTENNA (28"x10"x3")	D	From Face	1.000 10' 0'	0.0000	102'	No Ice	2.359	0.862	0.050
PANEL ANTENNA (28"x10"x3")	D	From Face	1.000 -10' 0'	0.0000	102'	No Ice	2.359	0.862	0.050
PANEL ANTENNA (1' x1')	D	From Face	1.000 -12' 0'	0.0000	102'	No Ice	1.200	0.317	0.020
PANEL ANTENNA (1' x1')	D	From Face	1.000 0' 0'	0.0000	102'	No Ice	1.200	0.317	0.020
COMMSCOPE #NNV4-45B - R6	D	From Face	1.000 3' 0'	0.0000	80'	No Ice	11.400	6.708	0.099
COMMSCOPE #NNV4-45B-R6	D	From Face	1.000 0' 0'	0.0000	80'	No Ice	11.400	6.708	0.099
COMMSCOPE #NNV4-45B-R6	D	From Face	1.000 -3' 0'	0.0000	80'	No Ice	11.400	6.708	0.099
COMMSCOPE #NNV4-45B-R6	A	From Face	1.000 3' 0'	0.0000	80'	No Ice	11.400	6.708	0.099
COMMSCOPE #NNV4-45B-R6	A	From Face	1.000 0' 0'	0.0000	80'	No Ice	11.400	6.708	0.099
COMMSCOPE #NNV4-45B-R6	A	From Face	1.000 -3' 0'	0.0000	80'	No Ice	11.400	6.708	0.099
ERICSSON RRU 4449 B5/B12	D	From Face	0.000 3' 1'	0.0000	80'	No Ice	1.968	1.408	0.071
ERICSSON RRU 4449 B5/B12	D	From Face	0.000 3' -1'	0.0000	80'	No Ice	1.968	1.408	0.071
ERICSSON RRU 8843 B2/B66A	D	From Face	1.000 0'	0.0000	80'	No Ice	1.639	1.353	0.072

tnxTower	Jop	REEDLEY - SITE No. CLV01984	Page 5 of 6
TASHJIAN TOWERS CORP. 2765 S. TEMPERANCE AVE.	Project	WATER TANK 2	Date 14:51:11 03/20/19
FOWLER, CA. 93625 Phone: (559) 834-4300 FAX: (559) 834-4377	Client	AT&T	Designed by M.C.

Description	Face or Leg	Offset Type	Offsets: Horz Lateral	Azimuth Adjustment	Placement		C ₄ A ₄ Front	C _A A _A Side	Weight
			Vert ft ft ft	o	ft		ft²	ft²	K
ERICSSON RRU 8843 B2/B66A	D	From Face	1' 1.000 0'	0.0000	80'	No Ice	1.639	1.353	0.072
ERICSSON RRU 4426 B66	D	From Face	-1' 1.000 -3'	0.0000	80'	No Ice	2.791	1.192	0.050
ERICSSON RRU 4426 B66	D	From Face	1' 1.000 -3'	0.0000	80'	No Ice	2.791	1.192	0.050
ERICSSON RRU 4415 B30	A	From Face	-1' 1.000 3'	0.0000	80'	No Ice	2.791	1.192	0.050
ERICSSON RRU 4415 B30	Α	From Face	1' 1.000 3'	0.0000	80'	No Ice	2.791	1.192	0.050
ERICSSON RRU 4478 B14	A	From Face	-1' 1.000 0'	0.0000	80'	No Ice	2.791	1.192	0.050
ERICSSON RRU 4478 B14	A	From Face	1' 1.000 0'	0.0000	80'	No Ice	2.791	1.192	0.050
ERICSSON RRU 4415 B25	A	From Face	-1' 1.000 -3'	0.0000	80'	No Ice	2.791	1.192	0.050
ERICSSON RRU 4415 B25	А	From Face	1' 1.000 -3'	0.0000	80'	No Ice	2.791	1.192	0.050
DC SURGE SUPPRESSION (SQUID)	D	From Face	-1' 1.000 2'	0.0000	80'	No Ice	1.031	1.031	0.050
DC SURGE SUPPRESSION (SQUID)	A	From Face	0' 1.000 2'	0.0000	80'	No Ice	1.031	1.031	0.050
HSS TUBE MOUNT	D	From Face	0' 1.000 0'	0.0000	80'	No Ice	13.200	0.200	0.715
HSS TUBE MOUNT	A	From Face	0' 1.000 0' 0'	0.0000	80'	No Ice	13.200	0.200	0.715

			····,		Dis	shes		s			
Description	Face or Leg	Dish Type	Offset Type	Offsets: Horz Lateral Vert	Azimuth Adjustment	3 dB Beam Width	Elevation	Outside Diameter		Aperture Area	Weight
				ft	0	0	ſt	ft		ft²	K
2' MW DISH	D	Paraboloid w/o Radome	From Leg	2.000 0' 0'	0.0000		105'	2.000	No Ice	3.142	0.070

tnxTower	Job	REEDLEY - SITE No. CLV01984	Page 6 of 6
TASHJIAN TOWERS CORP. 2765 S. TEMPERANCE AVE.	Project	WATER TANK 2	Date 14:51:11 03/20/19
FOWLER, CA. 93625 Phone: (559) 834-4300 FAX: (559) 834-4377	Client	AT&T	Designed by M.C.

Description	Face or Leg	Dish Type	Offset Type	Offsets: Horz Lateral Vert	Azimuth Adjustment	3 dB Beam Width	Elevation	Outside Diameter	439 WAXNEL MOADELLEN	Aperture Area	Weight
				ft	o	0	ft	ft		ft²	K
2' MW DISH	D	Paraboloid w/o Radome	From Face	2.000 -4' 0'	0.0000		102'	2.000	No Ice	3.142	0.070
I' MW DISH	D	Paraboloid w/o Radome	From Face	2.000 7'6'' 0'	0.0000		101'	1.000	No Ice	0.790	0.010

Tower Pressures - No Ice

.

Section Leg % K_Z F A_R $C_A A_A$ $C_A A_A$ z q_z A_G A_F Aleg Elevation In Out а С Face Face *ft* T1 100'-70' *psf* 32.20 ft2 ft² ft² е ft² ft² ft² 85' 1.223 570.862 A B 69.150 6.214 62.162 82.48 0.000 0.000 2 69.150 6.214 82.48 0.000 0.000 Č D 69.150 6.214 10.860 8.700 82.48 0.000 69.150 6.214 82.48 0.000 T2 70'-35' 52'6" 1.105 29.09 893.505 7.704 72.523 0.000 0.000 Α 82.510 80.39 В 82.510 7.704 80.39 0.000 0.000 6 10.150 0.000 Č D 7.704 80.39 82.510 12.670 82.510 7.704 80.39 0.000 T3 35'-0' 17'6" 0.877 1138.50 72.523 23.08 A B C D 88.258 8.567 74.90 0.000 0.000 8.567 8.567 88.258 74.90 0.000 0.000 5 8 88.258 88.258 74.90 13.048 10.150 8.567 74.90 0.000 0.000

$G_H=0.85\theta$

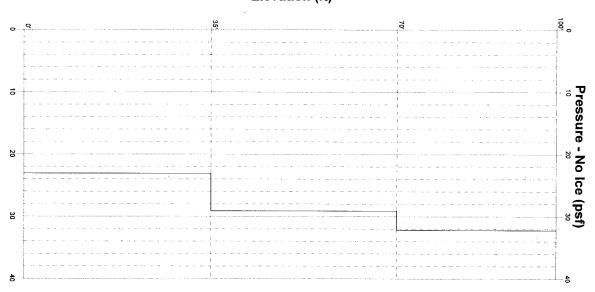
7 MATER TANK (1) 2 MWDISH PANEL ANTENNA (28 PANEL ANTENNA (1) PANEL ANTENNA (1) PANEL ANTENNA (1)	PARELATITENA (28 2 MW DISH 1 MW DISH COMMSCOPE #NNV4 COMMSCOPE #NNV4 COMMSCOPE #NV44 ERICSSON RFU 4449 ERICSSON RFU 4449 ERICSSON RFU 4449 ERICSSON RFU 4449 ERICSSON RFU 4449	 Tower designe Tower designe Tower Risk Ca Topographic C 			
40 000 10 10		70,0 fi		<u>35,0 ft</u>	₩ O
	۶ ۱		71	3	Section

DESIGNED APPURTENANCE LOADING

TYPE	ELEVATION	TYPE	ELEVATION
R TANK (1)	112	ERICSSON RRU 4426 B66	80
DISH	105	ERICSSON RRU 4426 B66	80
L ANTENNA (28"×10"×3")	102	ERICSSON RRU 4415 B30	80
LANTENNA (1'×1')	102	ERICSSON RRU 4415 B30	80
. ANTENNA (1' x1')	102	ERICSSON RRU 4478 B14	80
- ANTENNA (28"×10"×3")	102	ERICSSON RRU 4478 B14	80
DISH	102	ERICSSON RRU 4415 B25	80
DISH	101	ERICSSON RRU 4415 B25	80
ASCOPE #NNV4-45B-R6	80	DC SURGE SUPPRESSION (SQUID)	80
ASCOPE #NNV4-45B-R6	80	DC SURGE SUPPRESSION (SQUID)	80
ASCOPE #NNV4-45B-R6	80	HSS TUBE MOUNT	80
SSON RRU 4449 B5/B12	80	HSS TUBE MOUNT	80
SSON RRU 4449 B5/B12	80	COMMSCOPE #NNV4-45B-R6	80
SON RRU 8843 B2/B66A	80	COMMSCOPE #NNV4-45B-R6	80
SON RRU 8843 B2/B66A	80	COMMSCOPE #NNV4-45B-R6	80

TOWER DESIGN NOTES ned for Exposure C to the TIA-222-G Standard. ned for a 110 mph basic wind in accordance with the TIA-222-G Standard. Category 1.

TASHJIAN TOWERS CORP. 100 REEDLEY - SITE No. CLV0198	Job: REEDLEY	- SITE No.	CLV0198
2765 S. TEMPERANCE AVE.	Project: WATER TANK 2	ANK 2	
FOWLER, CA, 93625	Client: AT&T	Drawn by: M.C. App'd:	App'd:
Phone: (559) 834-4300	Code: TIA-222-G Date: 03/20/19 Scale: NTS	Date: 03/20/19	Scale: NTS
FAX: (559) 834-4377	Path: Z.WarhERIREEDLEY WATER TANK 2.en Dwg No. E-1	Y WATER TANK 2.eri	Dwg No. E-1



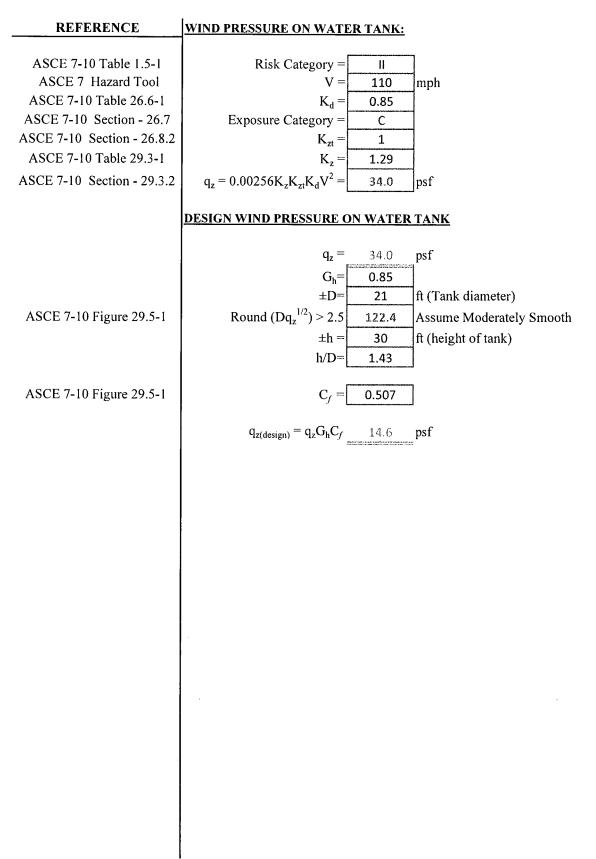




A33

Elevation (ft)

WIND LOAD ANALYSIS





: TASHJIAN TOWERS CORP. M.C. WATER TANK 2 : REEDLEY - SITE No. CLV01984	
Company Designer Job Number Model Name	
IIIRISA	

Mar 20, 2019 2:44 PM Checked By:____

Load Combinations

2 NEWE

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J	DL
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Ч	DL
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늰	D

Envelope Joint Reactions

LC.	ω	1	8	1	8	1	8	1	8	1	8	1	œ	1	ω	+		
MZ [K-ft]	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
د	4	-	6	2	1	4	2	9	.	4	4	1	9	2	2	6		
NIT K-IL	.185	0	.145	157	0	236	.133	141	0	237	.183	0	.146	155	.126	145		
۲	ω	-	8	1	ω	1	8	.	ω	1	8	1	8	1	8	1		
	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
د	7	2	9	1	3	9	3		3	9	2	7	2	1	З	1	2	*
Z K	3.905	532	3.437	.497	2.323	877	9.985	51	9.873	-3.405	1.369	-1.94	3.883	.509	2.277	499	34.459	0
LC	2	7	6	ł	9	3	1	7	6	3	2	7	2	1	ļ	3	4	7
T IN	37.327	-4.494	36.216	5.578	10.375	-19.612	5.709	-19.917	37.5	-4.195	10.497	-19.105	36.564	5.697	5.59	-19.587	54.193	40.645
L L	2	7	-	9	3	9	-	7	S	9	5	7	-	2	Ļ	7	~-	7
	3.503	-9.725	- 497	-3.868	1.904	-1.406	.51	-2.294	.474	-3.984	.956	-2.241	509	-3.425	.498	-10.1	0	-34.429
	max	min	max	min	max	min	max	min	max	min	max	min	max	min	max	min	max	min
JUIDE	N28		N29		N31		N34		N40		N41		N46		N48		Totals:	
	-	2	3	4	2	9	7	ω	6	10	11	12	13	14	15	16	17	18

Envelope AISC 14th(360-10): LRFD Steel Code Checks

Ean	H1-1a	H1-1a	H1-1a	H1-1a	
q	٢	1	-	-	
phi*Mn z	79.38	79.38	79.38	79.38	
ohi*Mn y-y	8.091	8.091	8.091	8.091	
ohi*Pnt [k] r	237.816	237.816	237.816	237.816	
hi*Pnc [k] 1	4 133.472 237.816 8.091 79.38	4 133.473 237.816 8.091	2 133.472 237.816 8.091 79.38	2 133.472 237.816 8	
LC D	4	4	N	2	
Ľ.	z	N	>	>	
Loclin	83.952	106.0	70.697	70.697	
LC Shear Check Loc[in] Dir LC phi*Pnc [k] phi*Pnt [k] phi*Mn y-yphi*Mn z	.094	.122	.061	.061	
ပ	9	2	2	9	
Loc[in]	8.837	8.837	8.837	8.837	
Code Check	.538	.528	.522	.516	
Shape	C12X25	C12X25	C12X25	C12X25	
Member	M65	M55	M70	M56	
	-	2	ო	4	
					-

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Page 1

: TASHJIAN TOWERS CORP.		: WATER TANK 2	: REEDLEY - SITE No. CLV01984
Company	Designer	Job Number	Model Name
			A NEMETSOFEK COMP

Mar 20, 2019 2:44 PM Checked By: H

Envelope AISC 14th(360-10): LRFD Steel Code Checks (Continued)

N14.04A	120	.405	202.200	CZU. 0	0	>		_	007.20	.004	.004	1.100	<u> </u>
							-		00000			001	+
M440A	SR 1 1/8	.478	562.853	2 .007		562.8	-	_	32.206	.604	.604	1.136	H1-1a [*]
M435A	SR 1 1/8	.472	562.853	2 .015		562.8	-	_	32.206	.604	.604	1.136	H1-1a*
M438A	SR 1 1/8	.467	562.853	6 .017		562.8	-	2 .056	32.206	.604	.604	1.136	H1-1a*
M445A	SR 1 1/8	.454	511.181	6 .024	4	0		4 .068	32.206	.604	.604	1.136	H1-1a*
M443A	SR 1 1/8	.449	511.181		+-	0		4 .068	32.206	.604	.604	1.136	H1-1a*
M449A	SR 1 1/8	442	511.181	2 033	ę	0	-	4 .068	32.206	.604	.604	1.136	H1-1a*
M453A		.436	511.181	6 .01.	2	0		2 .068	32.206	.604	.604	1.136	H1-1a*
M936A		.384	165.172	600.009	6	0	γ (V	92.988	2.669	19.413	۲	H1-1a
M937A	C7X9.8	.378	165.172	2 .007		330.3		2 46.26	92.988	2.669	19.413	1	H1-1a
M939A		.375	165.172	2 .012	2	0			92.988	2.669	19.413	1	H1-1a
M617A		.326	0	6 .02		408.6		2 .106	32.206	.604	.604	1.136	H1-1a*
M622A	SR 1 1/8	.325	408.639	2 .022	2	0		-	32.206	.604	.604	1.136	H1-1a*
M615A		.321	408.639	2 .03	5	0		4 .106	32.206	.604	.604	1.136	H1-1a*
M620A		.316	408.639	6.01	3	0	•		32.206	.604	.604	1.136	H1-1a*
M51	C12X25	.298	0	4		41.66	N	5 146.259		8.091	79.38	1	H1-1b
M64		296	0	4 074					237	8.091	79.38	-	H1-1b
M938A	C7X9.8	295	165.172	600 9		330.3			92.988	2.669	19.413	.	H1-1b
M62		294	С	18					<u> </u>	8.091	79.38	~	H1-1b
M63	C12X25	282	c	5 09		4166			237	8.091	79.38	-	H1-1b
M52	C12X25	279	0	5 184			N		237	8.091	79.38	.	H1-1b
M49	C12X25	277	0			268.8			237	8.091	79.38	-	H1-1b
M59	C12X25	.272	0	5 .07				4 133.472	237	8.091	79.38	1	H1-1b
M71	C12X25	.262	0	6.04		110.4		6 133.472	237.816	8.091	79.38	+	H1-1b
M50	C12X25	.262	0	2 .14		268.8			237	8.091	79.38	1	H1-1b
M53	C12X25	.261	0	3 .08				2 146.259	237.816	8.091	79.38	-	H1-1b
M54	C12X25	.252	0	4 .049			-	4 133.472	237.816	8.091	79.38	-	H1-1b
M60	C12X25	.248	0	2 .050		110.4		6 133.472	237.816	8.091	79.38	-	H1-1b
M57	C12X25	.248	0	3 .088		349.0		2 133.472	237.816	8.091	79.38	1	H1-1b
M68	C12X25	.246	0	7 .081		242.3	_	2 146.259	237.816	8.091	79.38	-	H1-1b
M69	C12X25	.235	0	7 .086			2	2 133.472	237	8.091	79.38	-	H1-1b
M67	C12X25	.226	0	5 .04		53.022		4 133.472		8.091	79.38	-	H1-1b
M932A	C6X10.5	.214	123.172	6 .010		246.3	۲ 	6 56.136	99.468	2.428	16.686		H1-1b
M933A	C6X10.5	.211	123.172	2 .009			۲	2 56.136	99.468	2.428	16.686	ر	H1-1b
M61	C12X25	.211	8.837	7 .090		97.208		6 133.472		8.091	79.38	~	H1-1b
M58	C12X25	.211	8.837	3 .094			N	4 133.472		8.091	79.38	4	H1-1b
M934A	C6X10.5	.209	123.172	2 .008		246.3	۲	4 56.136	99.468	2.428	16.686	+	H1-1b
M935A	C6X10.5	.207	123.172	6 .006				4 56.136		2.428	16.686	،	H1-1b
M72	C12X25	.206	8.837	3 .091		97.208		6 133.472		8.091	79.38	-	H1-1b
	1057011							000 000	010 100	0000	100	7	114 415

: TASHJIAN	· : WATER T/
: M.C.	• : REEDLEY
Company	Job Number
Designer	Model Name
	THE ROHEN COMPANY

TASHJIAN TOWERS CORP. M.C. WATER TANK 2

ATER TANK 2 EEDLEY - SITE No. CLV01984

Mar 20, 2019 2:44 PM Checked By:____

Envelope AISC 14th(360-10): LRFD Steel Code Checks (Continued)

								_				
Eqn	H1-1b*	H1-1b*	H1-1b*	H1-1b*	H1-1b*	H1-1a	H1-1a	H1-1a	H1-1a	H1-1a	H1-1a	H1-1a
. cb	1.136	1.136	1.136	1.136	1.136	1	،	-	1	1	-	
phi*Mn z	.604	.604	604	.604	.604	.604	.604	.604	.604	.604	.604	.604
hi*Mn y-y	.604	.604	.604	.604	.604	.604	.604	.604	.604	.604	.604	.604
phi*Pnt [k] p	32.206	32.206	32.206	32.206	32.206	32.206	32.206	32.206	32.206	32.206	32.206	32.206
hi*Pnc [k]	.056	.106	.056	.106	.068	.056	.056	.068	.068	.068	.106	.106
LC	6	2	2	6	6	∞	8	8	8	8	8	ω
Dir												
Loc[in]	0	0	0	0	511.1	0	0	0	0	0	0	0
Shear Check	.014	.012 0 2 .106 32.206 .604 .604 1.136	.013	.010	.022	000.	000	000	000.	000	000	000
С	7	e	ო	~	7	8	8	8	∞	8	∞	ω
Loc[in]	562.853	408.639	562.853	408.639	511.181	0	0	0	0	0	0	0
Code Check Loc[in]	.010	.008	.008	.007	.005	000.	000	000	000	000	000	000
Shape	SR 1 1/8	SR 1 1/8	SR 1 1/8	SR 1 1/8	SR 1 1/8	SR 1 1/8	SR 1 1/8	SR 1 1/8	SR 1 1/8	SR 1 1/8	SR 1 1/8	SR 1 1/8
Member	M439A	M619A	M433A	M616A	M441A	M436A	M437A	M447A	M451A	M455A	M618A	M621A
	45	46	47	48	49	50	51	52	53	54	55	56

.

RISA-3D Version 17.0.2 [Z:\Mauricio\Risa 3D Files\REEDLEY WATER TANK 2 (4).r3d]

tnxFoundation	Job:	REEDLEY WATER TANK 2	Date:
M.C.; TASHJIAN TOWERS CORP.; 2765 S TEMPERANCE AVE; FOWLER, CA 93625; (559) 804-4300;	Client:	AT&T	3/20/2019 4:10:32 PM

			F	oundation				·····
			Geomet	ry and Mat	terials			
Caisson:								
Diameter				D	3 ft X 3 ft			
Caisson length				L	17.00 ft			
Base area				L	9.00 ft ²			
Levels:								
Pier above gro	und			h	0.00 ft			
Foundation lev	el			hf	17.00 ft			
Frost depth				fd	3.00 ft			
Ground water I	evel			hw	-			
Concrete:								
Strength				fc	3.0 ksi			
Unit weight					0.15 kcf			
Parameters:								
Caisson unit sk defined	tin friction and unit	t end bearing s	tress are		Yes			
End bearing ca	pacity factors Nc	and Nq are def	ined		No			
Soils: PER TIA-	222-G, ANNEX F							
# Name		Cu	Кр	γ.dry	γ.sat	fs	qb	Top level
1 Sand	30.00	0.00 ksf	3	110.0 pcf	120.0 pcf	0.5 ksf	9.0 ksf	0.00 ft

Φ	 internal friction angle
Cu	- soil cohesion
Кр	- coefficient of passive pressure
γ. dry	- dry soil density
γ.sat	- saturated soil density
fs	- external skin friction (unit value)
qb	- end bearing stress (unit value)

Loads:

#	Name	Description	P	Vx	Vz
1	Combination 1		58.8 kip	6.2 kip	6.2 kip
2	Combination 2		-35.0 kip	10.4 kip	10.2 kip

Uplift	capacity	
Resistance factors		
Resistance factor for shaft resistance of caisson - Uplift	0.75	
Load factor for foundation weight	0.750	
Load factor for soil weight	0.900	

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Details for maximum uplift force:	
Number of critical combination	2
Maximum uplift force from critical combination	35.00 kip
Shaft resistance of caisson due to skin friction	76.97 kip
Weight of caisson	27.95 kip
Weight of soil (for belled caissons)	0.00 kip
Allowable uplift resistance	78.69 kip
Ratio = Maximum uplift force / Uplift resistance	0.445

Bearing	capacity	
Resistance factors		
Resistance factor for shaft resistance of caisson - Bearing	0.75	
Resistance factor for base resistance of caisson - Bearing	0.75	
Details for maximum compression force:		
Number of critical combination	1	
Maximum compression force from critical combination	58.80 kip	
Shaft resistance of caisson due to skin friction	76.97 kip	
Base resistance	86.59 kip	
Allowable bearing resistance	122.67 kip	
Ratio = Maximum compression / Compression resistance	0.479	

Maximum moment along Caisson (P-Y)

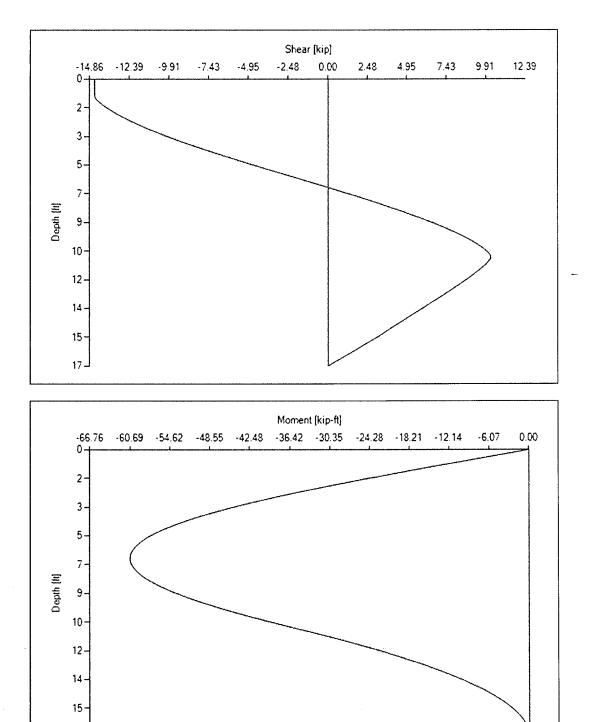
Results for the critical load:	
Number of critical combination	

Number of critical combination		2
Max moment in caisson	Mmax	60.69 kip-ft

Shear and Moments along Caisson:

Level	Shear	Moment	Deflection
0.0 ft	-14.57 kip	0.00 kip-ft	-0.019 in
1.9 ft	-13.48 kip	-27.11 kip-ft	-0.014 in
3.8 ft	-8.93 kip	-48.64 kip-ft	-0.010 in
5.7 ft	-2.65 kip	-59.71 kip-ft	-0.006 in
7.6 ft	3.76 kip	-58.53 kip-ft	-0.003 in
9.6 ft	9.05 kip	-44.85 kip-ft	-0.001 in
11.5 ft	9.25 kip	-26.35 kip-ft	0.001 in
13.4 ft	6.29 kip	-11.59 kip-ft	0.002 in
15.3 ft	3.09 kip	-2.71 kip-ft	0.003 in
17.0 ft	0.00 kip	0.00 kip-ft	0.004 in

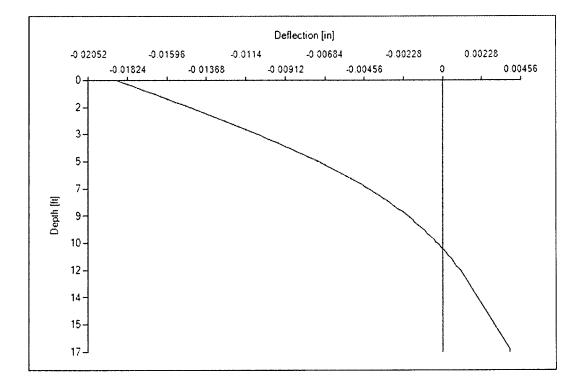
tnxFoundation	Job:	REEDLEY WATER TANK 2	Date:
M.C.; TASHJIAN TOWERS CORP.; 2765 S TEMPERANCE AVE; FOWLER, CA 93625; (559) 804-4300;	Client:	AT&T	3/20/2019 4:10:32 PM

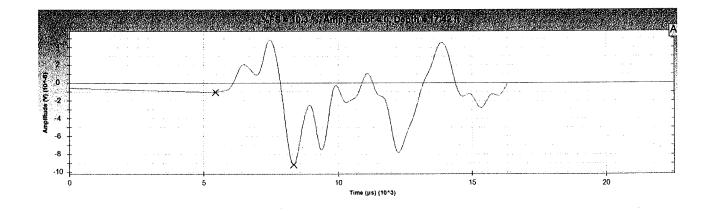


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<i>tnxFoundation</i>	Job:	REEDLEY WATER TANK 2	Date:
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SEISMIC ANALYSIS

Client: AT&T Project: WATER TANK 2 Site Name: REEDLEY SITE No. CLV01984

Structure Height:	100	ft
Structure Weight:	45.2	kip
Importance Factor:	1.00	

Design Procedure Per : TIA-222-G & ASCE 7-10 - Equivalent Lateral Force Procedure

Seismic Design Factors

Site Class:	D
Seismic Design Category:	D

S _s (g) =	0.543	Spectral Response Acceleration Parameter at Short Periods
S ₁ (g) =	0.237	Spectral Response Acceleration Parameter at a Period of 1-second
F _a =	1.366	Short-Period Site Coefficient
F _v =	1.926	Long-Period Site Coefficient
$S_{DS}(g) =$	0.494	Design Spectral Response Acceleration Parameter at Short Periods
S _{D1} (g) =	0.304	Design Spectral Response Acceleration Parameter at a Period of 1-second
R =	3	ASCE Table 12.2-1 and TIA-222-G Section 2.7.7.1

TIA-222-GSection 2.7.7.1- Calculation of Seismic Response Coefficient

V=C _s W	Seismic Base Shear
W= effective	seismic weight

C_s= seismic response coefficient

 $C_s = S_{DS} / (R/I)$ 0.16

FUNDAMENTAL PERIOD OF A STRUCTURE - TIA-222-G, SECTION 2.7.11.1

w _a = 25.0 ft (Average face width)
$w_o = 35.0$ ft (Face width at base of structure)
W = 45.2 kip
W ₁ = 29.84 kip
$W_2 = 17.4$ kip (Weight of structure within top 5% of the structure height
f ₁ = 9.021 Hertz
T = 0.11 Sec

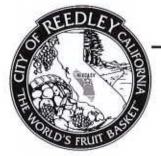
SEISMIC ANALYSIS

The value of C_{s} need not exceed the following:

$$\begin{array}{c|c|c|c|c|c|c|} T_{L} &= & 12 \\ \hline \text{For } T \leq T_{L} & C_{s} = S_{D1} / (T^{*} R/I) = & 0.92 \\ \hline \text{For } T \geq T_{L} & C_{s} = S_{D1} T_{L} / (T^{2*} R/I) = & 99.1 \\ \end{array}$$

In addition, for structures located where S_1 is equal to or greater than 0.6g, C_s shall not be less than:





REEDLEY CITY COUNCIL

Consent

Regular Item

Workshop

Closed Session

Public Hearing

ITEM	NO:	10	
			-

DATE: April 9, 2019

TITLE:APPROVE & AUTHORIZE THE CITY MANAGER TO SIGN AN OPTION AND
TOWER STRUCTURE LEASE AGREEMENT WITH NEW CINGULAR WIRELESS
PCS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, FOR THE INSTALLATION
OF TELECOMMUNICATION EQUIPMENT ON THE DOWNTOWN WATER TOWERS

SUBMITTED: Paul A. Melikian, Assistant City Manage

APPROVED: Nicole R. Zieba, City Manager

RECOMMENDATION

That the City Council approve and authorize the City Manager to execute an Option and Tower Structure Lease Agreement, as attached, with New Cingular Wireless PCS, LLC, for use of the City water towers located downtown at 1752 10th Street. The initial term of the lease agreement is 20 years with an extension option for two (2) additional five year terms.

EXECUTIVE SUMMARY

The attached Option and Tower Structure Agreement with New Cingular Wireless PCS, LLC (Tenant), would allow the installation of telecommunication equipment on the Downtown water towers between the support legs that would improve service coverage to thousands of customers in the Reedley area (including the City of Reedley) and generate ongoing revenue to the Water Enterprise operating fund for the ongoing upkeep of the towers. The lease carries an initial term of 20 years, with an option to extend the term for two additional five year terms for a total possible term of 30 years. The monthly lease amount paid to the City would initially be \$1,350 per month, or \$16,200 annually, and will adjust automatically by 2.0% every year for the life of the agreement. If the lease is held for the entire term of 30 years, the City will receive \$657,203 in total lease payments.

On February 21, 2019, the City of Reedley Planning Commission approved both the Environmental Assessment (2019-1) and CUP (2019-1) pertaining to the telecommunications equipment covered by the proposed lease agreement. Environmental Assessment No. 2019-1 determined that the project is exempt from the California Environmental Quality Act, pursuant to Sections 15303 (Class 3/New Construction or Conversion of Small Structures) 15332 (Class 32/Infill Development) of the CEQA Guidelines.

BACKGROUND

As part of the due diligence conducted for this lease, City staff required New Cingular Wireless PCS, LLC to pay for a professional Structural Analysis to ensure that the towers could sustain the additional equipment. The analysis concluded that the water towers are structurally adequate to support the current and proposed equipment, and are at 69.8% and 53.8% of their capacity. Although the towers have been deemed structurally adequate at this point in time, staff negotiated an additional provision that should the

City experience a casualty event involving the towers, and the cost to repair the damage exceeds \$30,000, the Tenant will have the option, but not the obligation, to pay the additional cost to repair either tower or both towers, as the case may be, in excess of the threshold. Otherwise the City would have the right to terminate the Agreement should the funds not be available for the necessary repairs.

The proposed telecommunication equipment would be only the second installation of communications equipment by a private vendor on the downtown towers. A lease agreement was originally approved by the City Council on October 13, 2015 with unWired Broadband, Inc. to place wireless Internet communication equipment on the towers, which currently generates \$600.00 per month in revenue to the Water Enterprise operating fund. This lease replaced a previous equipment installation of a wireless Internet provider that has since went out of business. unWired Broadband, Inc. also leases space on the Sports Park water tower for \$1,100 per month.

Standing for approximately 100 years, the towers are a Reedley icon. City staff have heard concerns regarding aesthetics from several residents concerning the appearances of other water towers in nearby communities that have far more equipment placed on them. It is not the intent of staff to continue adding equipment to the towers for the sake of generating revenue to the City. With the construction of the water tower at the Reedley Sports Park, the downtown towers are no longer a necessary asset for current operations or long-term projected growth in the water system. The amount of maintenance required of the towers will continue to demand resources from a water fund that has in the past struggled to remain solvent with rising operating and regulatory costs, and water conservation affecting consumption revenue. The idea behind this proposed lease, and the one that came before it with unWired Broadband, Inc., is to strike a balance and establish a long-term ongoing dedicated revenue source for the maintenance of the towers so that ratepayers will not shoulder 100% of the upkeep costs.

Staff worked diligently with the Tenant (AT&T) to minimize the aesthetic impact of the new equipment. After several different options were explored, staff determined that the option presented here, approved by the Planning Commission after the appropriate public noticing, would be the least obtrusive. Once the design was agreed upon, the City Manager met with several community members who had expressed concern about the additional equipment and potential for too much 'clutter' on the towers if equipment continues to be installed.

FISCAL IMPACT

The City will receive a one-time payment of \$500.00 for granting the option to the Tenant to develop the project. Upon installation, the monthly lease amount paid to the City would initially be \$1,350 per month, or \$16,200 annually, and will adjust automatically by 2.0% every year for the life of the agreement. If the lease is held for the entire term of 30 years, the City will receive \$657,203 in total lease payments. This revenue will be deposited to the Water Enterprise operating fund to offset the upkeep costs of the towers and surrounding property, thereby reducing the need to rely upon ratepayers to maintain the towers. Funds not required for tower maintenance will be available for other operational or capital needs for the City's water system.

ATTACHMENTS

Water Tank Elevation Option and Tower Structure Lease Agreement

