

INTRODUCED: May 26, 2020

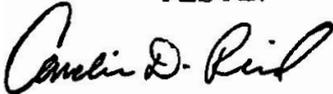
AN ORDINANCE No. 2020-136

To authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to execute an Agreement and Deed of Lease between Scripps Media, Inc., as lessor and the City of Richmond as lessee for the purpose of the construction, maintenance, repair, and operation of a communications facility to support the City’s emergency communications system at 3300 Cutshaw Avenue.

Patron – Mayor Stoney

Approved as to form and legality
by the City Attorney

**A TRUE COPY:
TESTE:**


City Clerk

PUBLIC HEARING: JUN 22 2020 AT 6 P.M.

THE CITY OF RICHMOND HEREBY ORDAINS:

§ 1. That the Chief Administrative Officer, for and on behalf of the City of Richmond, be and is hereby authorized to execute an Agreement and Deed of Lease between Scripps Media, Inc., as lessor and the City of Richmond as lessee for the purpose of the construction, maintenance, repair, and operation of a communications facility to support the City’s emergency communications system at 3300 Cutshaw Avenue. Such Agreement and Deed of Lease shall be approved as to form by the City Attorney and shall be substantially in the form of the document attached to this ordinance.

§ 2. This ordinance shall be in force and effect upon adoption.

AYES: 8 NOES: 0 ABSTAIN: _____

ADOPTED: JUN 22 2020 REJECTED: _____ STRICKEN: _____



CITY OF RICHMOND

INTRACITY CORRESPONDENCE

2020-065

O&R REQUEST

DATE: April 29, 2020

EDITION: 1

TO: The Honorable Members of City Council

THROUGH: The Honorable Levar M. Stoney, Mayor *JMS* 5/21/2020

THROUGH: Lenora G. Reid, Acting Chief Administrative Officer *lgr* 5/11/2020

THROUGH: Stephen Willoughby, Director, Department of Emergency Communications *EW*

FROM: Christopher Armstrong, Operations Manager, Department of Emergency Communications *CA*

RE: To Authorize the Chief Administrative Officer to enter into Agreement and Deed of Lease with Scripps Media, Inc., a Delaware corporation

ORD. OR RES. No. _____

PURPOSE: To Authorize the Chief Administrative Officer to enter into Agreement and Deed of Lease with Scripps Media, Inc., a Delaware corporation, and the City of Richmond (City) regarding the property located at 330 Cutshaw Avenue, Richmond, VA

REASON: The City of Richmond desires to lease from the Landlord a portion of the property for construction, maintenance, repair and operation of a communications facility to support its Emergency Communications System.

RECOMMENDATION: Approval of the Agreement and Deed of Lease

BACKGROUND: In designing the new 800 MHz public safety radio system, the City realized a public private relationship with the owner of the WTVR tower located at 330 Cutshaw Avenue would be advantageous to the city. A long-term lease on the WTVR tower reduced final contracted costs with Motorola and allowed the City to use this iconic tower in lieu of constructing an additional 300 feet tower in this same area to ensure adequate public safety radio coverage. In return, the City will pay for a portion of the remediation of this tower to support the city's equipment and a monthly payment of \$12,000 a year.

FISCAL IMPACT / COST: 15% of tower improvement costs; up to \$150,000

FISCAL IMPLICATIONS: \$1,000 a month/\$12,000 a year rental payments

BUDGET AMENDMENT NECESSARY: No

REVENUE TO CITY: N/A

DESIRED EFFECTIVE DATE: Upon Adoption

REQUESTED INTRODUCTION DATE: May 26, 2020

CITY COUNCIL PUBLIC HEARING DATE: May 26, 2020 (Recommending expedited consideration): DEC is requesting Expedited Consideration to insure securing this lease does not impact the contractor's schedule for installation of the new 800 MHz public safety radio system. Finalization of this agreement was delayed due to a change in ownership of this strategic and critical site arrangement.

REQUESTED AGENDA: expedited consideration

RECOMMENDED COUNCIL COMMITTEE: Land Use, Housing and Transportation

CONSIDERATION BY OTHER GOVERNMENTAL ENTITIES: None

AFFECTED AGENCIES: Department of Emergency Communications

RELATIONSHIP TO EXISTING ORD. OR RES.: No

REQUIRED CHANGES TO WORK PROGRAM(S): No

ATTACHMENTS: Agreement and Deed of Lease

AGREEMENT AND DEED OF LEASE

THIS AGREEMENT AND DEED OF LEASE (this "Agreement") is made this 14th day of April, 2020 (the "Effective Date") by and between Scripps Media, Inc., a Delaware corporation, hereinafter designated as Landlord, and the CITY OF RICHMOND, a municipal corporation of the Commonwealth of Virginia, hereinafter designated as Tenant. Landlord and Tenant are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

RECITALS

- A. Landlord is the owner of certain real property located at 3300 Cutshaw Avenue, Richmond, Virginia, shown on the Tax Map for the City of Richmond, Virginia as Tax Parcel No. W0001524025T (the "Property"), and certain improvements on the Property, including an approximately 761-foot self-supported communications tower (the "Tower") and an approximately 1,650-square foot equipment building (the "Equipment Building"), all as shown on Exhibit A attached hereto and made a part hereof.
- B. Tenant desires to lease from Landlord a portion of the Property (the "Premises," as defined herein) for the construction, maintenance, repair, and operation of a communications facility to support its Emergency Communications System (the "System" as defined herein).
- C. In order to support the existing and proposed installations on the Tower, including elements of the Communications Facility (as defined herein), Landlord has substantially completed reinforcement of the Tower and the foundation thereof as shown on the proposal prepared by Turris Engineering, Inc., a copy of which is attached hereto and incorporated herein as Exhibit B (the "Tower Improvements").
- D. The City acknowledges and agrees that it will derive significant benefit from the Tower Improvements and has agreed to share in the total cost thereof in accordance with the terms of this Agreement.

AGREEMENT

NOW, THEREFORE, for and in consideration of the promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties hereby agree as follows:

- 1.0 **Recitals.** The foregoing Recitals are true and correct and are incorporated herein by reference.
- 2.0 **Definitions.** Words, terms and phrases used in this Agreement shall have the meanings ascribed to them by the sections below, unless the context clearly indicates that another meaning is intended.

2.1 Certificate. Certificate means the certificate of substantial completion of the Tower Improvements prepared by Turris Engineering, Inc. following completion of the Tower Improvements, which certificate i) indicates that construction of the Tower Improvements was performed in accordance with the design, material list, plan and direction of an engineer licensed by the Commonwealth of Virginia and approved by Tenant, and ii) includes a final structural analysis report, fabrication drawings, and installation instructions, prepared by a structural engineer licensed by the Commonwealth of Virginia, to show all reinforcement work performed and the sufficiency of the Tower to support applicable elements of the Communications Facility.

2.2 City Council. City Council means the City Council for the City of Richmond, Virginia.

2.3 Commencement Date. Commencement Date means the date the Term of the Lease pursuant to this Agreement commences.

2.4 Communications Facility. Communications Facility means dishes, antennas, receivers, cables, wires and other equipment, facilities and improvements Tenant installs and constructs in the Premises in accordance with the terms of this Agreement to ensure proper operation of the System, all as shown and described on Exhibit A.

2.5 Hazardous Substances and Wastes. Hazardous Substances and Wastes means those hazardous substances and hazardous wastes as defined in the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. §§ 9601 et seq., and the Resource Conservation and Recovery Act, 42 U.S.C. §§9601 et seq., respectively, and any regulations promulgated thereto.

2.6 Initial Term. Initial Term means the initial 10-year term of the Lease. The Initial Term shall commence on the Commencement Date.

2.7 Interference. Interference means degradation, interruption or blockage of signals transmitted or received by the System, or acts which prevent or obstruct Tenant from operating or maintaining the Communications Facility, as reasonably measured and determined by Tenant.

2.8 Laws. Laws means i) all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations; ii) all restrictions of record, permits, and building codes, and; iii) the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect.

2.9 Lease. Lease means Landlord's lease of the Premises to Tenant pursuant to this Agreement.

2.10 Permitted Use. Permitted Use means the installation, repair, maintenance, operation, housing and removal of the Communications Facility at the Premises subject to the terms and conditions of this Agreement and as deemed necessary by Tenant for proper operation of the System.

2.11 Premises. Premises means portions of both the Tower and the Equipment Building, as well as certain land underlying and adjacent thereto, leased by Tenant, all as more particularly shown on Exhibit A.

2.12 Renewal Term. Renewal Term means a ten-year extension of the Lease beyond the Initial Term.

2.13 Rent. Rent means the annual payment Tenant will pay Landlord during the Term.

2.14 Standard Warranty. Standard Warranty means a warranty promising at a minimum that (i) all work will be free from defects and performed in a workmanlike manner with materials of good quality, and (ii) for a correction period of one year, which period will begin on the date the warranty takes effect, the party contracted to perform the work will promptly correct any portion of the work not meeting the standards of the warranty.

2.15 System. System means Tenant's Emergency Communications System.

2.16 Term. Term means the Initial Term plus the Renewal Term(s) (as applicable).

2.17 Tower Improvement Completion Date. Tower Improvement Completion Date means the date the Tower Improvements were substantially complete: ____ [insert date] ____.

2.18 Transfer Event. Transfer Event means any instance in which (i) ownership of the Premises is transferred or (ii) Landlord ceases to have the requisite level of control over the Premises necessary to fulfill its obligations under this Agreement.

3.0 Tower Improvements; Commencement Date.

3.1 Construction. Landlord agrees that the Tower Improvements have been completed in accordance with the Laws. Landlord has obtained a Standard Warranty from the contractor that performed the Tower Improvements, which warranty took effect on the Tower Improvement Completion Date. Landlord promises the work was completed substantially in accordance with Exhibit B hereto. Where permitted by the Laws, Landlord agrees to promptly pursue claims under such warranty upon receipt of notice from Tenant of any defect in the Tower Improvements.

3.2 Inspection and Records. Tenant, its officers, employees and contractors, may enter the Property during normal business hours prior to the Commencement Date, upon reasonable advance notice to Landlord, to inspect the Premises; provided that Tenant shall not interfere in any respect with Landlord's or any other occupant's business operations Landlord shall promptly provide any records related to the Tower Improvements to Tenant upon Tenant's request.

3.3 Certificate. Landlord and Tenant agree that Landlord has provided and Tenant has accepted the Certificate in a form reasonably acceptable to Tenant and at Landlord's sole expense.

3.4 Tenant Contribution and Commencement Date. Tenant, within 30 days following the Effective Date of this Agreement, shall pay to Landlord a lump sum equal to the lesser of (i) one hundred fifty thousand dollars (\$150,000.00), and (ii) 15% of the total cost for the Tower Improvements. The date such payment is received by Landlord will be the Commencement Date.

4.0 Leased Premises. As of the Commencement Date:

4.1 Lease. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Premises.

4.2 Use of Property. Tenant shall have the right at all times during the Term to use the Premises for the Permitted Use. Tenant, upon written permission from Landlord, may also perform work on the Property relating to the Equipment Building prior to the Term. Prior to installation and construction of the Communications Facility at the Premises, Tenant shall submit to Landlord for its review and approval plans and specifications for such work, which approval Landlord shall not unreasonably withhold, condition, or delay. Landlord grants to Tenant, for the duration of the Term, a non-exclusive right seven (7) days a week, twenty-four hours (24) a day, to use those portions of the Property, as necessary for Tenant's use of the Premises for the Permitted Use, for i) pedestrian and vehicular ingress and egress, including trucks and construction equipment, and ii) the installation, maintenance, repair and replacement of utilities, wiring, cables, pipes and other conduits serving the Premises and the Communications Facility. Landlord shall provide Tenant a temporary staging area on the Property to be used by Tenant for staging purposes during the construction and installation of the Communications Facility, the location and dimensions of which staging area Landlord may adjust from time to time, but which at all times shall reasonably suffice for Tenant's needs. Tenant shall obtain a Standard Warranty from the contractor constructing the Communications Facility, which warranty shall take effect upon substantial completion of the Communications Facility. Where permitted by the Laws, Tenant agrees to promptly pursue claims under such warranty upon receipt of notice from Landlord of any defect in the Communications Facility. All work performed by or on behalf of Tenant within the Property shall be in accordance with the Laws. Tenant will at all times act in a reasonable and safe manner in connection with the exercise of its rights under this Agreement and shall comply with Landlord's reasonable requirements relating to the operation of the Property, which requirements shall not interfere with the exercise of rights granted Tenant under this Agreement, including Tenant's engagement in the Permitted Use. The Parties acknowledge and agree that any such requirement necessitating an appropriation of funds by the City Council to ensure Tenant's compliance shall be deemed unreasonable, unless such requirement is expressly and specifically set forth in this Agreement.

4.3 Removal of Obstructions. Subject to receipt of Landlord's prior written approval (which may be given via email), which Landlord shall not unreasonably withhold, condition or delay, Tenant has the right, at its sole cost, to remove obstructions, including, but not limited to, trees and vegetation, which interfere with or present a hazard to Tenant's use of the Premises for the purposes permitted under this Agreement. Tenant shall be responsible for the proper disposal of any materials related to the removal of obstructions.

4.4 Renovation of Equipment Building. Following the Commencement Date (unless Landlord agrees to allow Tenant access to the Premises prior to the Commencement Date to commence those portions of the Tenant's work relating to the Equipment Building), Tenant will, at its own expense and in accordance with the terms of this Agreement and in accordance with plans and specifications approved by Landlord in writing, perform renovations to those portions of the Equipment Building within the Premises necessary to support the Permitted Use. Tenant will remove and dispose of inactive or abandoned electronic equipment and create an interior equipment room of approximately 275 square feet, substantially as shown on Exhibit A. Such renovation will include the removal of existing walls and inactive electrical or HVAC systems, relocation of active electrical panels to an area outside of the renovated space as necessary, and installation of the following items: walls; doors; roof-mounted cable entry and support systems; electrical service and systems; HVAC, security and fire suppression systems; and surge suppression for equipment within the improved space. The renovation will not modify or affect the structure of the Equipment Building or the exterior finish or appearance of the Equipment Building, except as shown on final construction drawings approved by Landlord and Tenant, which approval Landlord shall not unreasonably condition, withhold or delay. Tenant acknowledges the Equipment Building may contain asbestos tile and agrees, in accordance with applicable Laws, to remove and properly dispose of any asbestos tile it discovers within the area of the Equipment Building demolition, all as described on page A-1.1 of Exhibit A.

4.5 Tower Work.

4.5.1 Tenant Access; Notice to Landlord. During initial installation of Tower-mounted portions of the Communications Facility, and for subsequent scheduled maintenance of such tower-mounted equipment, Tenant agrees to provide Landlord a work schedule and load and lift plans seventy-two (72) hours in advance of any work requiring vehicle relocation or work zone establishment for safety reasons. For any emergency restoration repair work, Tenant may immediately access the Tower upon notifying Landlord, in accordance with paragraph 9.2 herein, for the purposes of initial testing and problem determination and the completion of minor repairs, but Tenant agrees to provide at least eight (8) hours' notice if such emergency work requires installation or removal of Tower-mounted equipment.

4.5.2 Preconditions for Tower Work. Any work to be performed by or on behalf of Tenant in connection with the installation, alteration, maintenance, repair or removal of any equipment on the Tower, including any ascension of the Tower, may only be performed by (i) a qualified employee of the Tenant, or (ii) a qualified contractor (but in the event of a contractor whose work involves climbing the Tower structure, a certified contractor) which contractor carries the insurance required pursuant to this Agreement as well as all licenses or certifications commonly recognized in the applicable industry. Landlord may also demand that any employee, agent or contractor of Tenant climbing the Tower to perform work on any of the Communications Facility on the Tower (i) acknowledge they are aware of, understand and will adhere to the requirements of all relevant statutes, regulations, ordinances or other requirements that govern the work to be performed on the Tower and (ii) demonstrate proof that they are maintaining any and all insurance required by this Agreement. No employee, agent or contractor of Tenant may climb the Tower or perform work on the Communications Facility on the Tower without the prior written consent of the Landlord, which consent Landlord shall not unreasonably withhold, condition or delay.

4.6 Back-Up Generator. Tenant shall have the right, at its sole cost and expense, to install a back-up generator on the Property ("Back-Up Generator") at the location shown on Exhibit A. Prior to the installation of the Back-Up Generator, Tenant shall deliver to Landlord plans and specifications relating to the installation thereof for Landlord's review and approval, which approval Landlord shall not unreasonably withhold, condition or delay. Tenant shall be responsible, at its sole cost, for the operation, maintenance, repair and replacement of the Back-Up Generator.

5.0 Term.

5.1 Initial Term. The Initial Term shall be for ten (10) years, to commence on the Commencement Date.

5.2 Renewal Terms. This Agreement shall renew automatically for up to two (2) Renewal Terms, any of which renewals either party may decline by notifying the other party in writing three hundred sixty-five (365) days prior to expiration of the then-current Term.

5.3 Termination. Tenant may terminate this Agreement at any time after the Commencement Date by giving Landlord one hundred-eighty (180) days prior written notice of such termination, upon the expiration of which period this Agreement will terminate.

6.0 Rent. The Rent shall be twelve-thousand dollars (\$12,000.00) annually, which Tenant shall pay to Landlord within sixty (60) days from the Commencement Date for the first year of the Term, and within 60 days of each anniversary of the Commencement Date for each subsequent year of the Term.

7.0 Improvements; Ownership.

7.1 Repair and Maintain. Tenant, at its sole cost and expense, and subject to the requirements of this Agreement, shall maintain and repair the Communications Facility and the Premises (excluding any structural portions of the Tower therein). During such maintenance and repair, Tenant shall take all reasonable precautions to avoid interference with or hindrance to the operations of Landlord or any other licensee or user of the Tower. Tenant shall have the right to maintain and repair utilities, wiring, cables, pipes and other conduits serving the Premises and the Communications Facility, as well as those portions of the Tower within the Premises. Landlord shall be responsible for timely and proper upkeep, maintenance and repair of i) the Tower, such as to ensure the Tower remains capable of supporting those portions of the Communications Facility installed thereon and including, but not limited to, obstruction lighting and markings on the Tower, as well as required notifications to the FAA, and ii) those portions of the Equipment Building not within the Premises.

7.2 Remove, Exchange and Modify. Tenant may remove and exchange any portion of the Communications Facility without the prior written approval of Landlord (but subject to the terms of this Agreement); provided, however, Tenant must obtain Landlord's approval prior to any proposed addition or modification that would materially change the Communications Facility, which approval

Landlord shall not unreasonably withhold, condition or delay (unless Landlord reasonably determines that such proposed addition or modification causes a material increase in the total effective wind load, effective projected area of the Communications Facility or causes interference with any other equipment on the Tower or in the Equipment Building – in which cases, Landlord's withholding, conditioning or delaying of consent shall be deemed reasonable).

7.3 Communications Facility Tenant's Property. Landlord agrees and acknowledges that the Communications Facility and all appurtenances thereto will remain the personal property of Tenant and Tenant will have the right to remove the same at any time during the Term, whether or not any part thereof is considered a fixture and attachment to real property under applicable Laws provided that Tenant shall repair any damage caused by such removal. Landlord waives any lien rights it may have concerning the Communications Facility.

8.0 Utilities.

8.1 Tenant's Responsibility. Tenant shall be responsible for establishing and maintaining independent electrical services and emergency power to serve and operate the Communications Facility. During the Term, Tenant shall pay all costs and charges for utilities in connection with Tenant's operation of the Communications Facility; provided, however, Tenant will not pay utilities costs and charges for water, sewer, or trash removal.

8.2 Electricity. Tenant, at its cost, shall cause its electricity to be metered separate and apart from other electricity on the Property.

8.3 Utilities Work. Tenant shall not perform work or request that others perform work on the Property, including, without limitation, electrical work, in connection with the installation, alteration, maintenance, repair or removal of any of the utilities or transmission lines serving the Communications Facility, whether on the Tower or in or to the Equipment Building, without the prior written consent of Landlord (which may be given by email), which consent Landlord shall not unreasonably withhold, condition, or delay.

9.0 Interference.

9.1 No Interference.

9.1.1 Correction of Interference Generally. In the event that Landlord, Tenant or any other licensee or user of space on the Property should change their facilities or their mode of operation, or should any such party fail to comply with the Maintenance Standards (as defined herein), and such change or failure to comply results in any objectionable electrical or physical interference (including interference from any other structure erected on the Property) to the broadcasting operations or other permitted operations of any such parties, the party causing the interference shall, immediately upon notification of such interference and at its sole cost and expense, take all steps as may be reasonably required to correct such interference. All steps taken shall be subject to the provisions of Sections 9.1 and 9.2 of this Agreement. If such interference is caused by the failure of the party suffering the interference to comply with the Maintenance Standards (as hereinafter defined) then the party

suffering the interference will, at its sole cost and expense, comply with such Maintenance Standards. Any dispute as to the cause of interference, or the steps reasonably required to correct it, arising under this Section, shall be submitted to an independent professional engineer mutually chosen by Landlord and Tenant and such engineer's decision shall be final and binding upon the parties. If such interference is found to be caused by such changed facilities or mode of operation, the fees and charges of the engineer to whom the dispute is referred shall be borne by the party whose changed facilities or mode of operations gave rise to the claimed interference. If such interference is found not to be caused by such changed facilities or modes of operation, the fees and charges of the engineer to whom the dispute is referred shall be borne by the objecting party. Any subsequent lease or agreement made by Landlord with any other person for use of Tower space shall obligate such Tower space users to abide by (i) the Maintenance Standards and (ii) provisions establishing prohibitions, dispute resolution and remedies related to electrical or physical interference similar to those provisions contained in this Section 9.

9.1.2 Interference by Other User. Any new or modified use of the Tower, subsequent to the Commencement Date hereof, pursuant to which Landlord allows any other person to install equipment on or commence operation from any portion of the Property after the initial installation (or subsequent modification, if any) of the Communications Facility shall provide that should the installation, operation or maintenance of the equipment, or the activities, of such other person cause any objectionable interference with the broadcasting operations of Tenant, then, immediately upon notification to Landlord of such interference, Landlord will use its best efforts to ensure that such other tenant or user, at its sole cost and expense, shall promptly take such steps as may be reasonably required to correct such interference, including, without limitation, changing frequency, ceasing transmission, reducing power and the installation of any filter or other equipment; provided, however, that if such interference is caused by the failure of Tenant to comply with the Maintenance Standards, as hereinafter defined, Tenant will, immediately and at its sole cost and expense, comply with such Maintenance Standards.

9.1.3 Interference with Prior Users. Should Tenant or its operations (including subsequent modifications, if any) cause any objectionable interference with the operations of any other pre-existing equipment at the Property (whether owned by Landlord or a third party), then, immediately upon notification to Tenant of such interference, Tenant, at its sole cost and expense, shall promptly take such steps as may be reasonably required to correct such interference, including, without limitation to, changing frequency, ceasing transmission, reducing power and the installation of any filter or other equipment, provided, however, that if such interference is caused by the failure of Landlord or such other licensee to comply with the Maintenance Standards, as hereinafter defined, Landlord will, immediately and at its sole cost and expense, comply with such Maintenance Standards or will use its best efforts to cause such other licensee, immediately and at its own cost and expense, to comply with such Maintenance Standards.

9.1.4 Definition of "Maintenance Standards". For the purposes of this Agreement, compliance with "Maintenance Standards" shall mean that Tenant, Landlord, or other user of the Tower shall: (a) maintain and operate its equipment in accordance with the requirements, rules, regulations, procedures and guidelines of any governmental authorities having jurisdiction over such maintenance and operation (including, without limitation, any rules, regulations, procedures or

guidelines promulgated by OSHA or those of the FCC implementing the National Environmental Policy Act of 1969, as amended from time to time, pertaining to electromagnetic or radio frequency radiation) and the standards of manufacturers of the equipment; (b) maintain and operate its equipment in accordance with established and recognized engineering practice; and, (c) in conjunction with other broadcast or telecommunication entities which may transmit from the Property, reduce power or terminate its operations temporarily to prevent possible overexposure of workers to RF radiation.

9.2 Notification. Upon discovery by either Landlord or Tenant of interference, damage or any emergency conditions affecting the Communications Facility or the System, the Party discovering such emergency condition shall notify the other by telephone at the following twenty-four (24) hour response numbers:

LANDLORD:

[Scripps Media, Inc.]

c/o _____

TENANT:

City of Richmond
Department of Emergency Communications
Phone: 804-646-5100

9.3 Time to Correct. Notwithstanding anything herein to the contrary, in the event of an Interference affecting more than 11% of the Tenant's total System capacity, Landlord shall use reasonable efforts to cause the Interference to be corrected within seventy-two (72) hours of the date Tenant notifies Landlord of the Interference.

9.4 Sharing of Technical Information. Tenant agrees to provide pertinent technical information to any prospective tenants of the Property who may wish to install communications equipment thereon, which information shall include the nature of the equipment, operating frequencies and power output, and the locations of Tenant's Communications Facility. Tenant shall also present an interference analysis showing Tenant's proposed facilities, as well as any similar information provided by Landlord for inclusion. Landlord agrees that it will use reasonable efforts to obtain similar information and interference analyses from all current, new and prospective tenants and convey such information, along with all such information pertaining to any new or planned operations of Landlord, to Tenant.

10.0 Termination.

10.1 Cause for Termination.

10.1.1 By Tenant. In addition to termination of this Agreement by Tenant as permitted elsewhere in this Agreement, Tenant may terminate this Agreement without any penalty, with fifteen (15) days prior written notice, upon occurrence of the following:

- i) Tenant is unable to occupy and utilize the Premises due to an action of the Federal Communications Commission, including but not limited to a take back of channels or change in frequencies;
- ii) Asbestos (other than as described in paragraph 4.4 above) or any of the Hazardous Substances and Wastes are discovered or become present on the Property in violation of Laws, due to no fault of Tenant;
- iii) An event of casualty or condemnation occurs that, at Tenant's sole discretion, interferes with Tenant's operations at the Premises;
- iv) Any permit, license or approval needed for operation of the Communications Facility is canceled, withdrawn or terminated, or, despite Tenant's reasonable and diligent efforts, expires or lapses.

10.1.2 By Landlord. Landlord may terminate this Agreement without any penalty, with fifteen (15) days prior written notice, if an event of a casualty or condemnation occurs that materially interferes with Landlord's ability to operate the Property.

10.2 Effect of Termination. Termination of this Agreement shall render this Agreement null and void, and the Parties shall have no further obligations under this Agreement except for those provisions herein which expressly survive a termination of this Agreement, and except that any monies owed up to the date of termination shall be paid within sixty (60) days following that date. In the event this Agreement terminates before Tenant has paid the Rent pursuant to paragraph 6.0 herein, Tenant shall pay Landlord prorated Rent. In the event this Agreement terminates after Tenant has paid the Rent, Landlord shall reimburse Tenant that proportion of the paid Rent corresponding to the number of days from the date of termination until the next anniversary of the Commencement Date.

11.0 Removal at End of Term; Holdover.

11.1 Removal. Upon termination or expiration of this Agreement, Tenant will vacate the Premises within one hundred twenty (120) days, remove the Communications Facility, with the exception of the Equipment Building and the fixtures therein, and, with the exception of changes made to the Equipment Building, restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. If Tenant fails to remove any portion within such time period as required above, TIME BEING OF THE ESSENCE, then any such portion of the Communications Facility shall be deemed conclusively and absolutely abandoned by Tenant and anyone claiming by, through, or under Tenant; and Landlord shall have the right to remove such portion of the Communications Facility at Tenant's sole expense and dispose of any such portion

of the Communications Facility in any manner Landlord so elects, and Tenant shall reimburse Landlord for its expenses upon demand without off-set.

11.2 Holdover. Holdover by Tenant beyond the 60-day removal period will result in a tenancy at will, during which tenancy Tenant shall pay Landlord one thousand five hundred dollars (\$1,500.00) per month on the first day of each month. If holdover does not begin on the first day of a month, Tenant shall pay Landlord a prorated amount of such sum for the first month of holdover.

12.0 Intentionally Omitted.

13.0 Rights Upon Sale.

13.1 Sale Subject to Agreement. Should Landlord, at any time during the Term, decide to sell or transfer all or any part of its leasehold interest in the Property to a purchaser or transferee, or to grant to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by Tenant for the purposes of operating and maintaining communications facilities or the management thereof, such sale, transfer or grant of interest shall be subject to this Agreement, and, so long as Tenant is not in default hereunder, any such purchaser, transferee or grantee shall recognize Tenant's rights under the terms of this Agreement.

14.0 Subordination; Non-Disturbance. At Landlord's option, this Agreement may be subordinate to any mortgage by Landlord which may now or hereafter affect all of the Property, including the Premises, and Tenant shall attorn to the purchaser or such mortgagee or other party and recognize the same as Landlord hereunder by executing any instruments that may reasonably be required to give effect to such subordination, provided that such mortgagee or other party recognizes the validity of this Agreement and agrees not to disturb Tenant's interest in the Premises arising from this Agreement so long as Tenant continues to perform its obligations according to the terms hereof.

15.0 Quiet Enjoyment. Landlord covenants that Tenant, on paying the Rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises during the Term. In the event of a Transfer Event, Landlord shall assign its rights and obligations under this Agreement to the person or entity which would be able to comply with Landlord's obligations herein following such Transfer Event. Further, Landlord agrees that any such Transfer Event shall not affect, terminate or disturb Tenant's right to quiet enjoyment and possession of the Premises under the terms of this Agreement or any of Tenant's other rights under this Agreement.

16.0 Care of Premises. During the Term, Tenant shall keep the Premises in a clean, attractive condition and not commit or allow any waste or damage to be committed on or to any portion of the Premises.

17.0 Right of Entry and Inspection.

17.1 Right of Entry. At any time during the Term, Landlord and any representative of Landlord's choosing shall have the right to enter the Premises at reasonable times with reasonable notice to inspect the Premises, to ensure compliance with the terms of this Agreement, to conduct any repair, improvement, or maintenance contemplated under the Agreement, and for any other lawful reason contemplated under the Agreement.

17.2 Equipment Building. Notwithstanding the above and except in the event of an emergency, Landlord agrees not to enter that portion of the Equipment Building improved by Tenant, as shown in Exhibit A, without a representative of Tenant present, which representative Tenant agrees to make reasonably available.

18.0 Compliance with Laws; Liens.

18.1 Compliance with Laws. During the Term, Landlord shall maintain the Property in compliance with the Laws. Tenant shall, in respect to the condition of the Premises and at Tenant's sole cost and expense, comply with those Laws relating to the Premises and Tenant's use thereof for the Permitted Use, and any applicable building codes requiring modifications to the Premises due to the improvements made by Tenant within the Premises.

18.2 No Liens. Neither Tenant nor Landlord has authority to encumber the Premises with any materialmen's or mechanic's lien, nor shall either suffer or permit any such lien to exist. Should any such lien hereafter be filed as a result of either party's actions or failure to act, such party shall at its sole cost within thirty (30) days after the lien is filed, discharge the lien or post a bond in the amount of the lien.

19.0 Title. Landlord represents and warrants to Tenant that as of the Effective Date, (i) Landlord is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement, and (ii) Landlord has no knowledge of any suit, action, proceeding, judgment, investigation or claim pending or threatened which could reasonably be expected to disturb Landlord's ownership of the Property. Landlord further represents that to Landlord's actual knowledge, there are no liens, judgments or impediments of title on the Property and that there are no covenants, easements or restrictions which prevent or adversely affect the Permitted Use or occupancy of the Premises by Tenant.

20.0 Successors. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of the Parties hereto.

21.0 Memorandum of Lease. Landlord and Tenant agree, following the execution of this Agreement, to execute the short form Memorandum of Lease, in a form suitable for recording, substantially in the form of Exhibit C attached hereto and incorporated herein. Tenant may record the Memorandum of Lease in the land records for the city of Richmond, Virginia at Tenant's cost. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the Term or payments of Rent.

22.0 Hazardous Substances.

22.1 No Illegal Use. Neither Landlord nor Tenant shall either with or without negligence, cause or permit the use, storage, generation, escape, disposal or release of any Hazardous Substances and Wastes within, over or under the Premises or the Property in any manner not sanctioned by the Laws.

22.2 Intentionally Omitted.

22.3 Property Free of Hazardous Substances. To the best of Landlord's knowledge, except as described in paragraph 4.4 above, the Property is free and clear of all Hazardous Substances and Wastes in violation of applicable environmental laws as of the Effective Date.

23.0 Condemnation.

23.1 Termination in Part or Whole. In the event of any condemnation of all or any portion of the Property, this Agreement shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. Tenant may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the Communications Facility, its relocation costs, and its damages and losses (provided that such claim shall not diminish or affect the award made to Landlord with regard to such condemnation).

23.2 Rent Reduction. If, in the event of partial condemnation of the Premises, Tenant does not terminate this Agreement in accordance with paragraph 10.1.1 herein, this Agreement shall remain in full force and effect as to the portion of the Premises remaining, except that the Rent shall be reduced in the same proportion as the area of the Premises taken bears to the total area of the Premises. In the event that this Agreement is not terminated by reason of such condemnation, Landlord shall promptly repair any damage to the Premises caused by such condemning authority.

24.0 Intentionally Omitted.

25.0 Insurance.

25.1 General. Upon request, Landlord agrees to provide Tenant a certificate of insurance demonstrating Landlord is maintaining the insurance requirements of the paragraphs within this Section 25. All insurance policies required to be held by Landlord under this Agreement shall be issued by a company duly authorized or permitted to conduct business in the Commonwealth of Virginia.

25.2 Landlord CGL Policy. During the Term and for all portions of the Property, Landlord shall maintain a commercial general liability insurance policy on an occurrence basis with limits not less than two million dollars (\$2,000,000) for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence.

25.3 Insurance of Buildings and Structures. Landlord shall insure throughout the Term against loss of and damage to the Tower, to the Equipment Building, and to any other of its buildings or structures on or adjacent to the Premises, with a commercially reasonable valuation,

as the same shall exist from time to time without a coinsurance feature. Landlord shall insure against all risks of direct physical loss or damage (except the perils of flood and earthquake unless required by a lender or included in the base premium), including coverage for any additional costs resulting from debris removal and reasonable amounts of coverage for the enforcement of any ordinance or law regulating the reconstruction or replacement of any undamaged sections of the improvements required to be demolished or removed by reason of the enforcement of any building, zoning, safety or land use laws as the result of a covered loss. Landlord and Tenant release each other and their respective principals, employees, representatives and agents from any claims for damages to the Property, the Tower, any property belonging to Landlord located at the Property or the Tower, any property belonging to Tenant located at the Property or the Tower, the Premises or the Communications Facility thereon or therein caused by, or resulting from, risks insured against under any insurance policies carried by the parties or either of them and in force at the time of such damage, or required to be carried by the parties hereunder. The mutual release set forth in the preceding sentence shall apply only to first party claims between the Tenant and Landlord. Claims by third parties for damage to persons or property are not subject to the mutual release.

25.4 Tenant Insurance. During the Term, Tenant shall maintain the insurance coverages set forth on Exhibit D attached hereto and Tenant agrees to comply with the terms and conditions set forth on Exhibit D. Notwithstanding such agreement, Landlord agrees that Tenant may satisfy any of the insurance requirements of this Agreement through any plan or program of self-insurance in which Tenant participates so long as Tenant provides Landlord with a certificate of insurance confirming that it can provide all the coverages required to be carried by Tenant pursuant to Exhibit D attached hereto and includes Landlord and all of the Landlord Parties as additional insureds and includes a waiver of subrogation endorsement.

26.0 Limitation of Liability. Neither party shall be liable to the other, or any of their respective agents, representatives, or employees, for any of the following: lost revenue; lost profits; loss of technology, rights or services; incidental, punitive, indirect, special or consequential damages; loss of data, and; interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

27.0 Breach and Default.

27.1 Breach by Tenant. In the event there is a breach by Tenant with respect to any of the provisions of this Agreement or its obligations under both, Landlord shall give Tenant written notice of such breach. After receipt of such notice, Tenant shall have fifteen (15) days in which to cure any monetary breach and thirty (30) days in which to cure any non-monetary breach, provided Tenant shall have an additional thirty (30) days in which to cure a breach if the nature of the cure is such that it reasonably requires more than thirty (30) days and Tenant commences the cure within the initial thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. Landlord may not maintain any action or effect any remedies for default against Tenant unless and until Tenant has failed to cure the breach within the time periods provided in this Section.

27.2 Breach by Landlord. In the event there is a breach by Landlord with respect to any of the provisions of this Agreement or its obligations under it, Tenant shall give Landlord written notice

of such breach. After receipt of such written notice, Landlord shall have thirty (30) days in which to cure any such breach, provided Landlord shall have an additional thirty (30) days in which to cure a breach if the nature of the cure is such that it reasonably requires more than thirty (30) days and Landlord commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. Tenant may not maintain any action or effect any remedies for default against Landlord unless and until Landlord has failed to cure the breach within the time periods provided in this Section.

28.0 Remedies for Default.

28.1 Non-Defaulting Party May Correct Default. Upon a default beyond all notice and cure periods, the non-defaulting party may, at its option but without obligation to do so, perform the defaulting party's duty or obligation on the defaulting party's behalf. The actual costs and expenses of any such performance by the non-defaulting party shall be due and payable by the defaulting party upon invoice therefor.

28.2 Non-Defaulting Party May Terminate. In the event of a default by either party with respect to a material provision of this Agreement beyond all notice and cure periods, without limiting the non-defaulting party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the Agreement and pursue any remedy now or hereafter available to the non-defaulting party under the Laws or judicial decisions of the Commonwealth of Virginia.

29.0 Entire Agreement; Amendments; No Waiver; Severability.

29.1 Entire Agreement. This Agreement contains the entire understanding between the Parties and supersedes any prior understandings and written or oral agreements between them respecting this subject matter. There are no representations, agreements, arrangements, or understandings, oral or written, between the Parties relating to the subject matter of this Agreement that are not fully expressed in this Agreement.

29.2 Amendments. This Agreement may be amended, modified and supplemented only by the written consent of both Parties preceded by all formalities required as prerequisites to the signature by each party to this Agreement.

29.3 No Waiver. The failure of either of the Parties to insist upon the strict performance of any provision of this Agreement shall not be deemed to be a waiver of the right to insist upon strict performance of such provision or of any other provision of this Agreement at any time. Waiver of any breach of this agreement shall not constitute waiver of a subsequent breach.

29.4 Severability. In the event any provision of this Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement.

30.0 Governing Law; Forum Choice.

30.1 Governing Law. All issues and questions concerning the construction, enforcement, interpretation and validity of this Agreement, or the rights and obligations of the Parties in connection with this Agreement, shall be governed by, and construed and interpreted in accordance with, the laws of the Commonwealth of Virginia, without giving effect to any choice of law or conflict of laws rules or provisions, whether of the Commonwealth of Virginia or any other jurisdiction, that would cause the application of the laws of any jurisdiction other than those of the Commonwealth of Virginia.

30.2 Forum Choice. Any and all disputes, claims and causes of action arising out of or in connections with this Agreement, or any performances made hereunder, shall be brought, and any judicial proceeding shall take place, only in the Circuit Court of the City of Richmond, Virginia.

31.0 Assignment. Landlord shall notify Tenant in writing in the event Landlord assigns this Agreement or any of its rights hereunder. Tenant has the right, with Landlord's prior written approval, to assign this Agreement and its other rights hereunder, including, without limitation, its right to renew, or to sublet the Premises or any portion thereof. In the event of an assignment of this Agreement, Tenant shall not be relieved of any liability, performance or obligations under this Agreement. Any assignment or sublet of this Agreement shall be binding upon the successors, assigns, heirs and personal representatives of the Parties.

32.0 Notices. Each party shall give any notice required or permitted to be given under this Agreement in writing and such notice shall be delivered by certified mail, postage prepaid, return receipt requested; or by a commercial overnight carrier that provides next day delivery and provides a receipt. Such notice shall be addressed as follows (or any other address that the party to be notified may have designated to the sender by like notice):

LANDLORD: WTVR LLC
 c/o The E.W. Scripps Company
 312 Walnut Street, Cincinnati, OH 45202
 Attn: David M. Giles, VP, Deputy General Counsel, Chief Ethics Officer
 Phone: 513-977-3891

And a copy to:
Cooley LLP
1299 Pennsylvania Avenue, NW, Suite 700
Washington, DC 20004-2400
Attn: Michael D. Basile
Phone: 202-776-2556

TENANT: _____

With a copy to: Office of the City Attorney

City of Richmond
900 E. Broad Street, Room 400
Richmond, Virginia 23219
Attn: Neil Gibson

And a copy to:

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

33.0 Captions. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of this Agreement. They shall not affect or be utilized in the construction or interpretation of this Agreement.

34.0 Survival. Any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall survive such termination or expiration.

35.0 Subject to Appropriation. All payments and other performance by Tenant under this Agreement are subject to annual appropriations by the City Council for the City of Richmond; consequently, this Agreement shall bind Tenant only to the extent that the City Council appropriates sufficient funds for Tenant to perform its obligations hereunder. In the event City Council fails to appropriate sufficient funds such that Tenant is unable to pay the Rent within one hundred eighty (180) days from the most recent date on which any payment of Rent will have payable in accordance with this Agreement, Landlord shall have the right to terminate this Agreement.

36.0 Signature Authority. Following the authorization of this Agreement by the City Council, Tenant's Chief Administrative Officer shall have the authority to execute this Agreement on behalf of Tenant, and, except as otherwise provided herein, only the Chief Administrative Officer or her or his designee shall have the authority to provide any notices or authorizations contemplated under this Agreement on behalf of Tenant.

37.0 Partial Invalidity; Authority. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

38.0 Deed of Lease. For purposes of Section 55-2, Code of Virginia (1950), as amended, this Agreement is and shall be deemed to be a deed of lease.

39.0 Force Majeure. Neither party shall assume responsibility for any losses or damages caused by acts of God, including, but not limited to, wind, lightning, rain, ice, earthquake, floods, or rising water, or by aircraft or vehicle damage. In the event that either Party shall be delayed,

hindered in or prevented from the performance of any act required hereunder by reason of acts of God (including, but not limited to, wind, lightning, rain, ice, earthquake, flood or rising water), aircraft or vehicle damage or other casualty, unforeseen soil conditions, acts of third parties who are not employees, agents, or contractors of such Party, strikes, lock-outs, labor troubles, inability to procure material, failure of power, governmental actions, laws or regulations, riots, insurrection, war or other reasons beyond its control, then the performance of such act shall be excused for the period of delay and the period for performance of any such act shall be extended for a period equivalent to the period of such delay.

40.0 Counterparts. This Agreement may be executed in counterparts, each of which may be deemed an original, but all of which constitute one and the same instrument.

***{REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.
SIGNATURES ON FOLLOWING PAGE.}***

IN WITNESS WHEREOF, the Parties have set their hands to this Agreement and Deed of Lease as of the Effective Date.

TENANT:

**CITY OF RICHMOND, as authorized by
Ordinance No. _____ approved
by City Council on _____**

By: _____

Name: _____

Title: _____

Date: _____

Approved As To Form



Assistant City Attorney

Approved as to Terms:

Department of Emergency Communications

LANDLORD:

**WTVR, LLC,
a Delaware limited liability company**

By:  _____

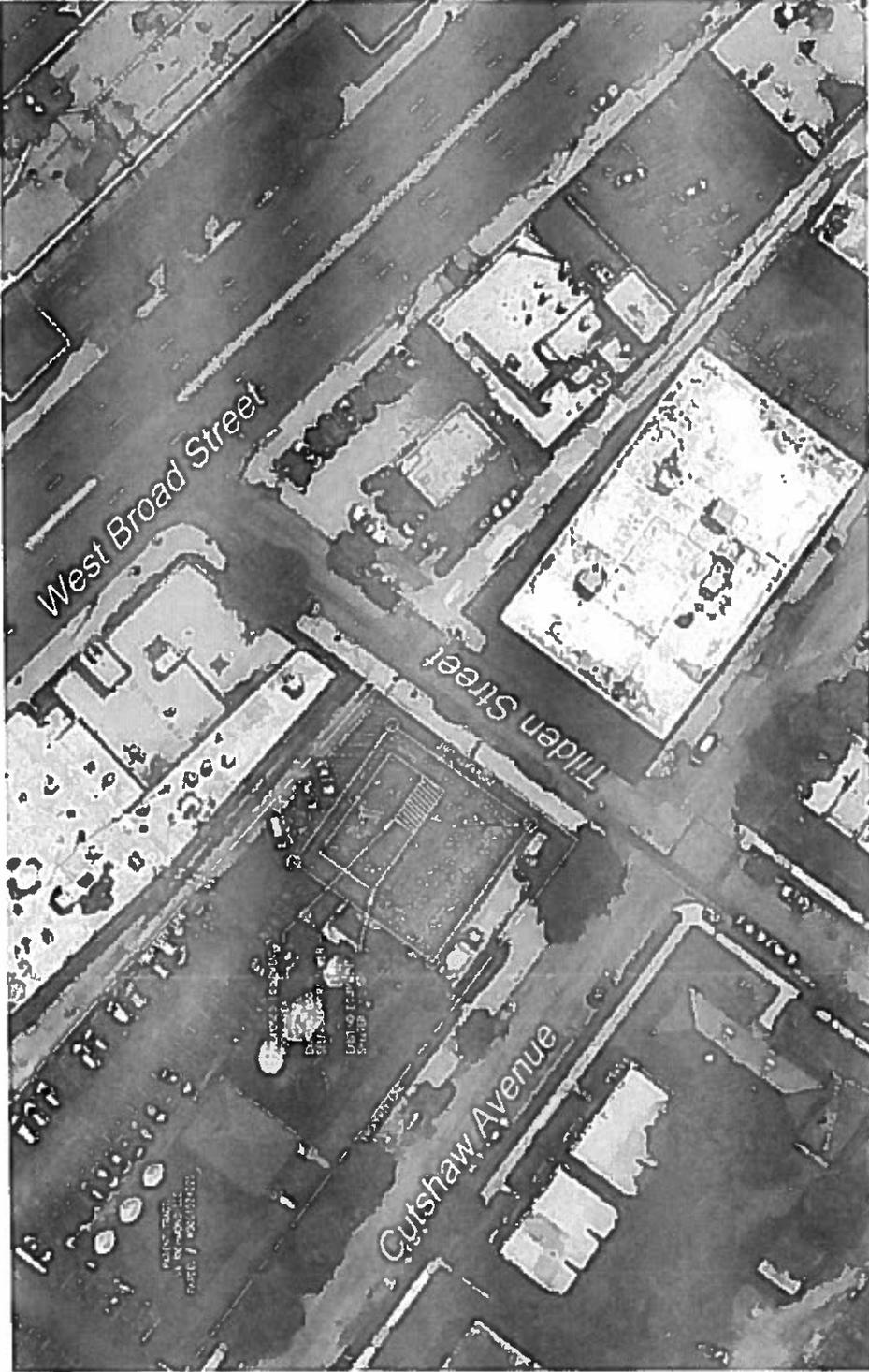
Name: Stephen P. Hayer

Title: General Manager

Date: 4/14/2020

EXHIBIT A

[Visual representations of Property, Premises, and Communications Facility]



- GENERAL NOTES:**
- PROPERTY LINES ARE APPROXIMATE. FINAL LOCATION OF COMPANIES TO BE DEVELOPED FROM TOWER 6.
 - PROPERTY LINES SHOWN ARE BASED ON A LAD FROM THE CITY OF RICHMOND. ALL INFORMATION SYSTEM (GIS) AND AERIAL PHOTOS, THE PROPERTY LINES ARE NOT TO BE USED IN PLACE OF A SURVEY AND DEEDS, BUT ARE SHOWN FOR REFERENCE ONLY.
 - THE LOCATION, SIZE & TYPE OF MATERIAL OF EXISTING UTILITIES SHOWN ON THE PLANS IS NOT REPRESENTED AS BEING ACCURATE. SUFFICIENT OF RESPONSIBILITY TO DETERMINE THE ACTUAL LOCATION OF ALL SUCH UTILITIES INCLUDING THE SERVICE CONNECTIONS TO UNDERGROUND UTILITIES PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION. THE UTILITY COMPANIES OF ANY JURISDICTION SHALL BE RESPONSIBLE TO OBTAIN FROM THE RESPECTIVE UTILITY COMPANIES DETAILED INFORMATION & ASSISTANCE RELATIVE TO THE LOCATION OF UTILITIES PRIOR TO THE REMOVAL OR ADJUSTMENT WORK REQUIRED IN THE EVENT AN UNEXPECTED UTILITY INTERFERENCE IS ENCOUNTERED DURING CONSTRUCTION. THE COMPANY OF JURISDICTION THE DRAWING SHALL ALSO BE IMMEDIATELY NOTIFIED. ANY SUCH WORKS & SERVICES SHALL BE ACCORDED TO SERVICE AT ONCE. COST TO THE CONTRACTOR FOR ANY ADDITIONAL COST TO THE CONTRACT.
 - ALL PROPOSED CONSTRUCTION ACTIVITIES & SERVICES SHALL BE IN ACCORDANCE WITH THE STANDARDS MOST CURRENT EDITIONS.

PRELIMINARY
NOT FOR
CONSTRUCTION

ANY DISCREPANCIES BETWEEN THE
DRAWING AND EXISTING FIELD
CONDITIONS MUST BE REPORTED TO
THE DESIGNER OF RECORD PRIOR TO
THE COMMENCEMENT OF CONSTRUCTION.



Site Location Plan

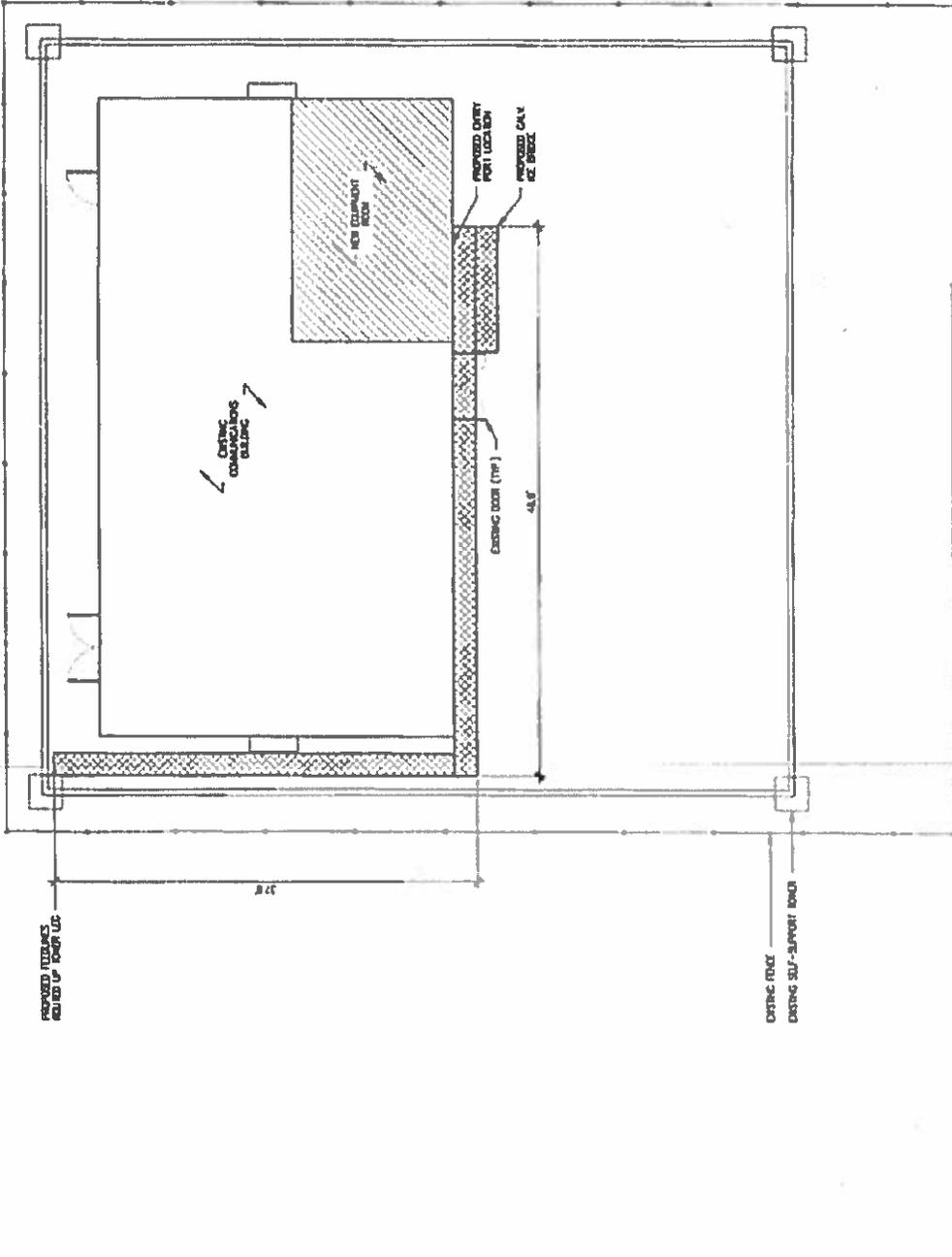
SITE LOCATION PLAN WTVR CUTSHAW AVE RICHMOND, VA 23330		C-1.0
C 20-10 05/05 FOR REVIEW	05/10/10 05/10/10	
B 20-10 05/05 FOR REVIEW	05/10/10 05/10/10	
A 20-10 05/05 FOR REVIEW	05/10/10 05/10/10	
SHEET NO. DATE	REVISIONS	

THIS DRAWING IS THE PROPERTY OF THE DESIGNER AND SHALL BE KEPT IN CONFIDENCE. IT IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM. WITHOUT THE WRITTEN PERMISSION OF THE DESIGNER.

THIS IS A PRELIMINARY DRAWING AND NOT FOR CONSTRUCTION. ANY CHANGES TO THE DESIGN SHALL BE MADE BY THE DESIGNER OF RECORD.

GENERAL NOTES:

- PROPERTY LINES ARE APPROXIMATE. FINAL LOCATION OF CONSTRUCTION TO BE DEVELOPER FROM TOWER (S)
- PROPERTY LINES SHOWN ARE BASED ON A MAP FROM THE CITY OF RICHMOND GEOGRAPHIC INFORMATION SYSTEM (GIS) AND AERIAL PHOTO. THE PROPERTY LINES ARE NOT TO BE USED IN PLACE OF A SURVEY AND DEEDS BUT ARE SHOWN FOR REFERENCE ONLY.
- THE LOCATION, SIZE & TYPE OF MATERIAL OF EXISTING UTILITIES INDICATED ON THE PLANS IS NOT REPRESENTED AS BEING ACCURATE. NOTIFICATION ON THE LOCATION AND DEPTH OF ALL UTILITIES IS THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL OBTAIN FROM THE RESPECTIVE UTILITY COMPANIES DETAILED INFORMATION & ASSISTANCE TO UNDERSTAND UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE UTILITY COMPANIES OF HIS OPERATIONAL PLANS & THE WORKING SCHEDULE OF THE COMPANIES FOR REMOVAL OR ADJUSTMENT WORK REQUIRED IN THE EVENT AN UNEXPECTED UTILITY INTERFERENCE IS ENCOUNTERED. THE CONTRACTOR SHALL NOTIFY THE UTILITY COMPANY IMMEDIATELY UPON ENCOUNTERING SUCH A SITUATION. THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR NOTIFYING ANY SUCH PARTY & OBTAINING ALL NECESSARY PERMITS FROM SUCH PARTY FOR THE CONSTRUCTION AT HIS ADDITIONAL COST TO THE CONTRACT.
- ALL PROPOSED CONSTRUCTION ACTIVITIES & MODIFICATIONS SHALL COMPLY WITH MOTOROLA R-58 STANDARDS, MOST CURRENT EDITION.



PRELIMINARY
NOT FOR CONSTRUCTION

ANY DISCREPANCIES BETWEEN THIS PLAN AND ANY PREVIOUS PLANS SHALL BE REPORTED TO THE DESIGNER OF RECORD PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.

ENLARGED SITE PLAN (OPTION 1)
C-1.1

WTVR
CUTSHAW AVE
RICHMOND, VA 23230



Enlarged Site Plan (Option 1)



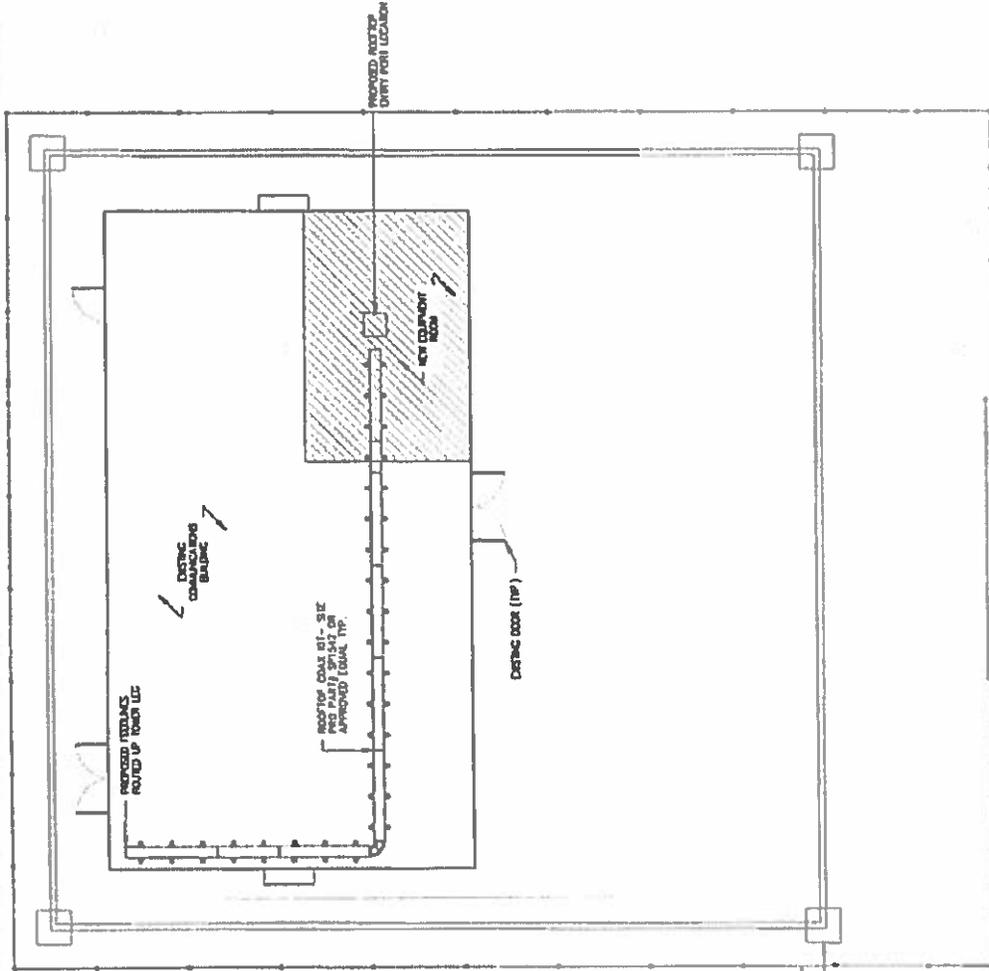
NO.	DATE	REVISIONS
C-10-20-17	ISSUED FOR REVIEW	
B-10-02-17	ISSUED FOR REVIEW	
A-10-22-16	ISSUED FOR REVIEW	
100	DATE	BY (SEE APP7)

NOT BEING A CONTRACTED AND IS THE SOLE PROPERTY OF THE COMPANY. IT IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE COMPANY.

FOR A SCHEDULE OF USES FOR ANY OTHER SERVICES, VISIT THE WEBSITE: WWW.MOTOROLA.COM

GENERAL NOTES:

1. PROPERTY LINES ARE APPROXIMATE. FINAL LOCATION OF COMPOUND TO BE DEVELOPED FROM TOWNY C.
2. PROPERTY LINES SHOWN ARE BASED ON A MAP FROM THE CITY OF RICHMOND GEOGRAPHIC INFORMATION SYSTEM (GIS) AND THE RICHMOND CITY PLAT MAPS. THE CITY OF RICHMOND HAS NOT CONDUCTED A SURVEY AND DOES NOT BE RESPONSIBLE FOR THE ACCURACY AND CORRECTNESS OF THE INFORMATION SHOWN ON THIS MAP.
3. THE LOCATION, SIZE & TYPE OF MATERIAL TO BE CONSTRUCTED SHALL BE DETERMINED BY THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF RICHMOND. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF RICHMOND. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF RICHMOND. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF RICHMOND.
4. ALL PROPOSED CONSTRUCTION ACTIVITIES & MODIFICATIONS SHALL COMPLY WITH MOTOROLA R-58 STANDARDS, LATEST CURRENT VERSION.



PRELIMINARY
CONSTRUCTION

ANY DISCREPANCIES BETWEEN THIS DRAWING PACKAGE AND EXISTING FIELD CONDITIONS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF RICHMOND.

C-1.2
MOTOROLA R-58
STANDARDS, LATEST CURRENT VERSION

ENLARGED SITE PLAN (OPTION 2)
WTVR
CITIZENS AVENUE
RICHMOND, VA 23260



Enlarged Site Plan (Option 2)

PYRAMID **MOTOROLA SOLUTIONS**

Pyramid Services, LLC



REV	DATE	DESCRIPTION	BY	CHK
C-1.2	20-17	ISSUED FOR REVIEW		
B	10-17-17	ISSUED FOR REVIEW		
A	10-27-16	ISSUED FOR REVIEW		
DATE: 11/15/17				

Antenna/Aperture Location Chart

WTVR-850' TOWER
 LAT: 37 33 55.58
 LONG: 77 28 33.8

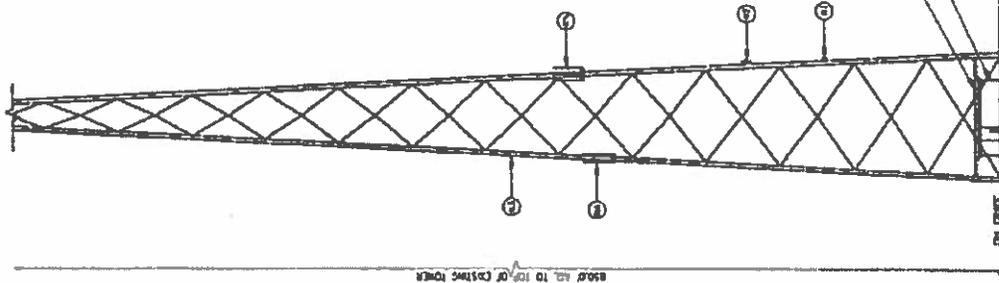
E = EXISTING
 N = NEW
 F = FUTURE

ANTENNA INFORMATION										FEEDLINE INFORMATION				
ANTENNA ID	MANUFACTURER	MODEL	TYPE	LENGTH	BOTTOM ELEV	RAD CENTER	TOP ELEV.	AZIMUTH	QTY.	TYPE	MANUFACTURER	MODEL	SIZE	QTY.
N1	RFS	S1A-1078C	MW	4.0'	116.0'	118.0'	120.0'	N/A	1	COAX	FLEXWELL	E105	1.3"	1
N2	RFS	PA16-598	MW	6.0'	166.0'	169.0'	172.0'	N/A	1	COAX	FLEXWELL	E60	2"	1
N3	RFS	SC3-W10DA	MW	2.0'	326.0'	327.0'	328.0'	N/A	1	COAX	FLEXWELL	E105	1.3"	1
N4	SINCLAIR	SC412-HF21DF	TX	20.9'	259.5'	270.0'	280.5'	N/A	3	COAX	COMMSCOPE	AVA7-50	1.5/8"	3
N5	SINCLAIR	SC412-HF21DF	RX	20.9'	279.5'	290.0'	300.5'	N/A	4	COAX	COMMSCOPE	AVA6-50	1.3/4"	4
N6		TTA				290.0'								

REFER TO TOWER MANUFACTURER DRAWINGS FOR BEACON AND OBSTRUCTION LIGHTING HEIGHTS

GENERAL NOTES:

1. ALL ANTENNAS MUST BE COMPLETED A STRUCTURAL ANALYSIS FOR THE WEIGHT AND WIND LOADS OF ALL STRUCTURES AT THE TIME FINAL STRUCTURAL ANALYSES TO BE COMPLETED BY OTHER TRADES TO CONSTRUCTION AGREES COMMENCE.
2. ALL VERTICAL TRANSMISSION LINE BARS FROM THE ANTENNAS SHALL BE ORIENTED NEAR THE TOP & BOTTOM OF THE TRANSMISSION. THE CABLE SHALL BE HORIZONTAL TRANSMISSION & NEAR ENTRY POINT ON THE EQUIPMENT ROOM. ADDITIONAL TRANSMISSION LINE CABLES SHALL BE INSTALLED AS NEEDED TO MAINTAIN THE DISTANCE BETWEEN CABLES TO 75 FEET.
3. THE CONTRACTOR SHALL CONDUCT A DIE SWEEP TEST ON ALL THE ANTENNAS INSTALLED TO VERIFY THE ANTENNAS ARE OPERATING AT THE DESIGN FREQUENCY. THE SWEEP TEST REPORT SHALL BE SUBMITTED TO MOTOROLA.
4. DOWN LEADS SHALL BE INCORPORATED IN CABLE BUNDLES TO PREVENT WATER FROM TRICKLING DOWN THE LINES INTO THE EQUIPMENT ROOM.
5. ALL TRANSMISSION LINES SHALL BE MARKED WITH LUMINOUS ORANGE TAPE BUNDLES TO BE USED FOR IDENTIFICATION. THE IDENTIFICATION SHALL BE MADE AT THE POINT OF ENTRY TO THE EQUIPMENT ROOM AS WELL AS INSIDE THE EQUIPMENT ROOM. BEFORE CONNECTING TO THE SOURCE SUPPLIERS, SET EQUIPMENT & CABLE CABLE SCHEDULE FOR COLOR CODING SCHEDULE.



EXISTING OTHER CARRIER ANTENNAS ARE NOT SHOWN

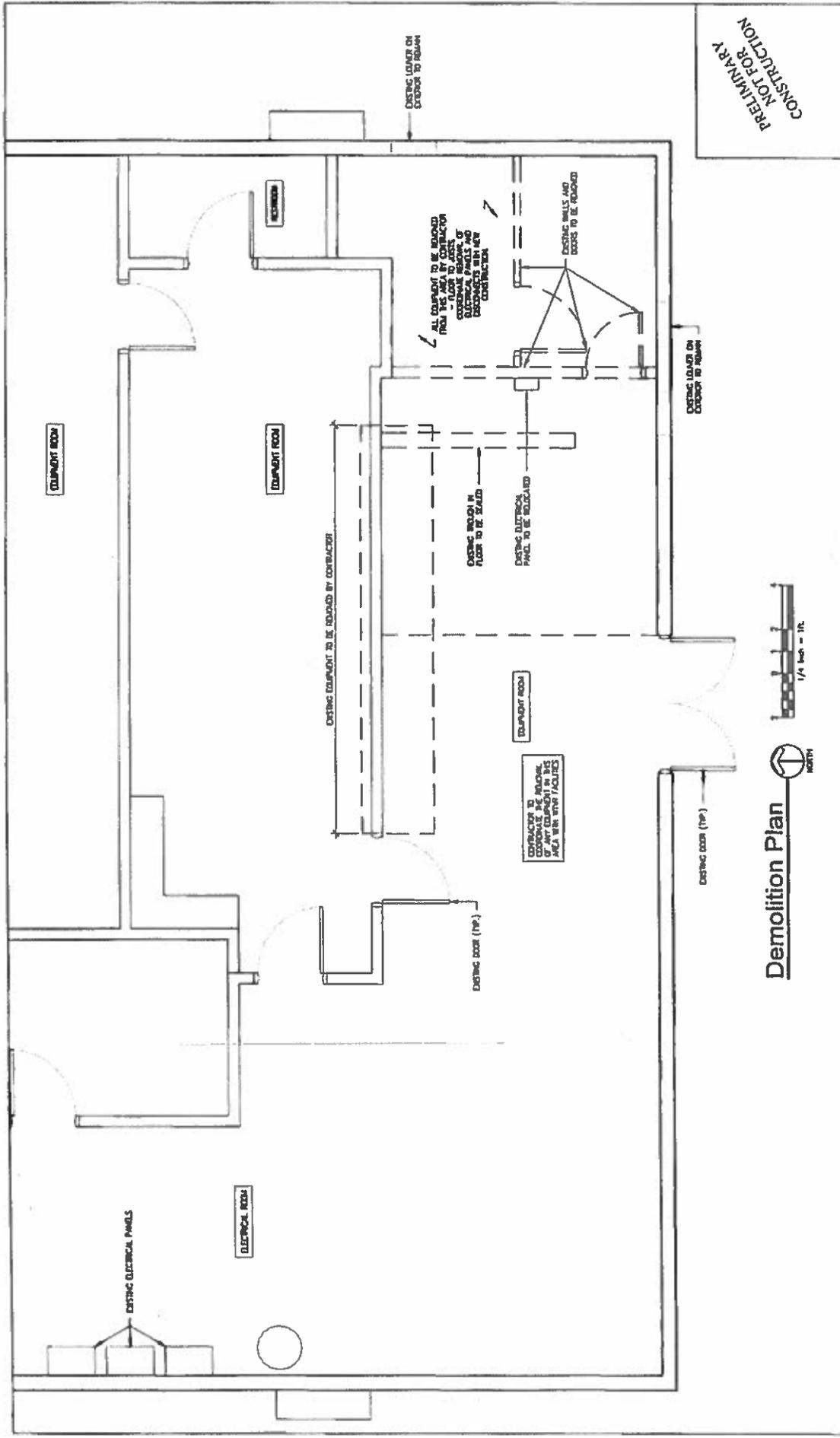
NEW ANTENNAS TO BE SHOWN FOR FEEDLINES REQUIRED

NEW EQUIPMENT ROOM IN EXISTING BUILDING

1 Lower Elevation
 NOT TO SCALE

PRELIMINARY
 NOT FOR
 CONSTRUCTION

<p>REVISIONS</p> <table border="1"> <tr> <th>NO.</th> <th>DATE</th> <th>BY</th> <th>CHK</th> <th>DESCRIPTION</th> </tr> <tr> <td>1</td> <td>08-20-11</td> <td>MMJ/USA</td> <td></td> <td>ISSUED FOR REVIEW</td> </tr> <tr> <td>2</td> <td>08-21-11</td> <td>MMJ/USA</td> <td></td> <td>ISSUED FOR REVIEW</td> </tr> <tr> <td>3</td> <td>08-22-11</td> <td>MMJ/USA</td> <td></td> <td>ISSUED FOR REVIEW</td> </tr> </table>	NO.	DATE	BY	CHK	DESCRIPTION	1	08-20-11	MMJ/USA		ISSUED FOR REVIEW	2	08-21-11	MMJ/USA		ISSUED FOR REVIEW	3	08-22-11	MMJ/USA		ISSUED FOR REVIEW	<p>MISSION 1</p> <p>COMMUNICATIONS SERVICES, LLC</p> <p>10000 W. BRIDGE PLAZA, SUITE 400 RICHMOND, VA 23230</p>	<p>MOTOROLA SOLUTIONS</p>	<p>TOWER ELEVATION AND ANTENNA INFORMATION</p> <p>WTVR CUTSHAW AVE RICHMOND, VA 23230</p>	<p>C-3.1</p>	<p>NO. DRAWING IS CORRECTED AND IS THE ONLY VALID DRAWING FOR THE PROJECT. ANY CHANGES TO THIS DRAWING MUST BE MADE TO THIS DRAWING. ANY CHANGES TO THIS DRAWING MUST BE MADE TO THIS DRAWING. ANY CHANGES TO THIS DRAWING MUST BE MADE TO THIS DRAWING.</p>
NO.	DATE	BY	CHK	DESCRIPTION																					
1	08-20-11	MMJ/USA		ISSUED FOR REVIEW																					
2	08-21-11	MMJ/USA		ISSUED FOR REVIEW																					
3	08-22-11	MMJ/USA		ISSUED FOR REVIEW																					

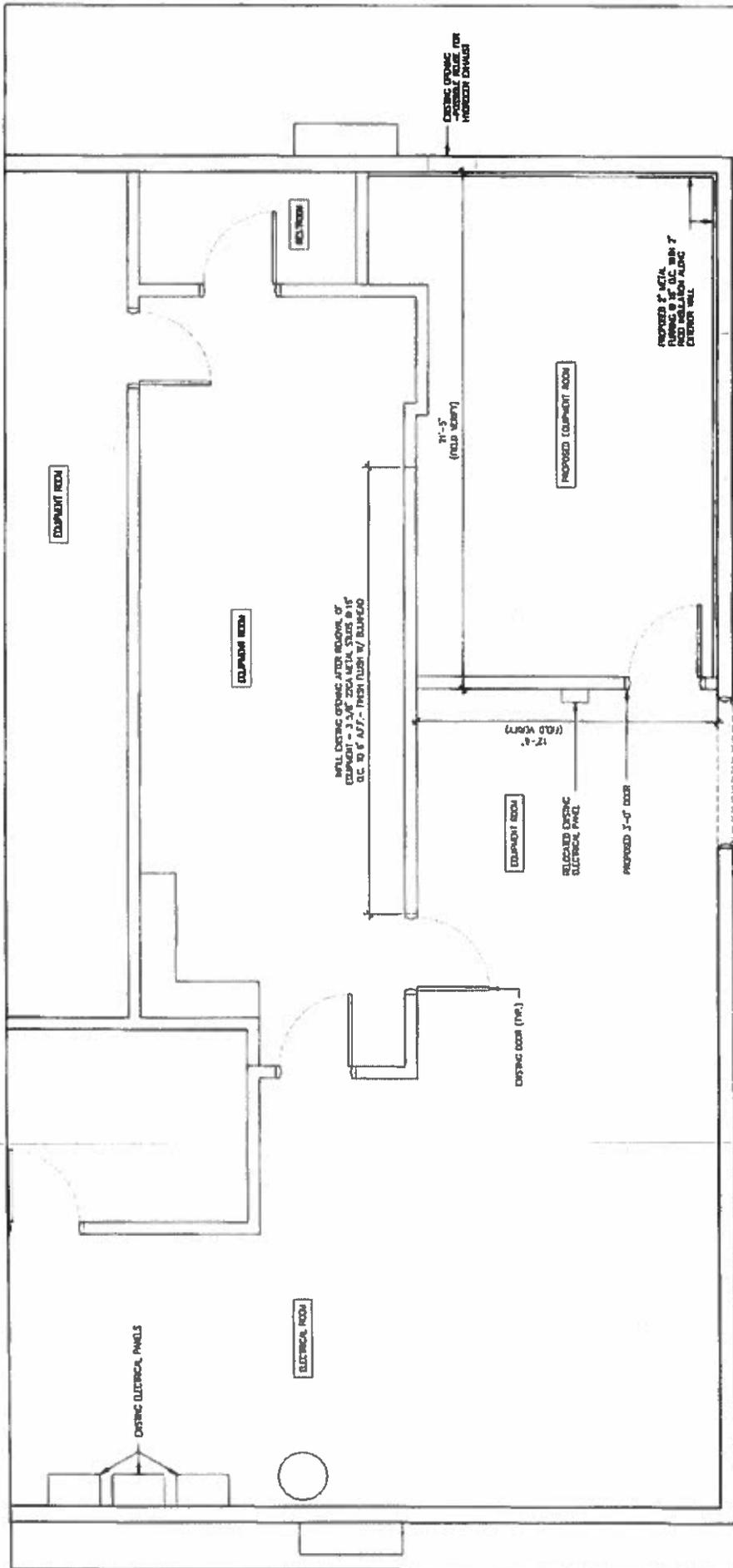


Demolition Plan



PRELIMINARY
NOT FOR
CONSTRUCTION

<p>THE QUALITY OF THE WORK SHOWN ON THIS PLAN IS THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL VERIFY THE ACCURACY OF ALL INFORMATION AND CONDITIONS SHOWN ON THIS PLAN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INSURANCE COVERAGE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY ACCESS TO ALL AREAS TO BE DEMOLISHED.</p>																			
<p>DATE: 08/14/18</p>																			
<p>PROJECT: WTRV CUBICWAVE RICHMOND, VA 23220</p>																			
<p>DEMOLITION PLAN</p>																			
<p>A-1.1</p>																			
<p>REVISIONS</p> <table border="1"> <thead> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>08/14/18</td> <td>ISSUED FOR REVIEW</td> </tr> <tr> <td>2</td> <td>08/14/18</td> <td>ISSUED FOR REVIEW</td> </tr> <tr> <td>3</td> <td>08/14/18</td> <td>ISSUED FOR REVIEW</td> </tr> <tr> <td>4</td> <td>08/14/18</td> <td>ISSUED FOR REVIEW</td> </tr> <tr> <td>5</td> <td>08/14/18</td> <td>ISSUED FOR REVIEW</td> </tr> </tbody> </table>		NO.	DATE	DESCRIPTION	1	08/14/18	ISSUED FOR REVIEW	2	08/14/18	ISSUED FOR REVIEW	3	08/14/18	ISSUED FOR REVIEW	4	08/14/18	ISSUED FOR REVIEW	5	08/14/18	ISSUED FOR REVIEW
NO.	DATE	DESCRIPTION																	
1	08/14/18	ISSUED FOR REVIEW																	
2	08/14/18	ISSUED FOR REVIEW																	
3	08/14/18	ISSUED FOR REVIEW																	
4	08/14/18	ISSUED FOR REVIEW																	
5	08/14/18	ISSUED FOR REVIEW																	
<p>MISSION 1</p>																			
<p>MOTOROLA SOLUTIONS</p>																			
<p>WTRV CUBICWAVE RICHMOND, VA 23220</p>																			



PRELIMINARY
NOT FOR
CONSTRUCTION

NO PART OF THIS DRAWING IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE ENGINEER.

THIS IS A PLAN OF WORK FOR AN OFFICE. IT IS NOT TO BE USED FOR ANY OTHER PURPOSE WITHOUT THE WRITTEN PERMISSION OF THE ENGINEER.

A-2.1

EQUIPMENT ROOM PLAN

WTVR
CUTSHAW AVE
RICHMOND, VA 23220

PYRAMID **MOTOROLA SOLUTIONS**

Pyramid Network Services, LLC

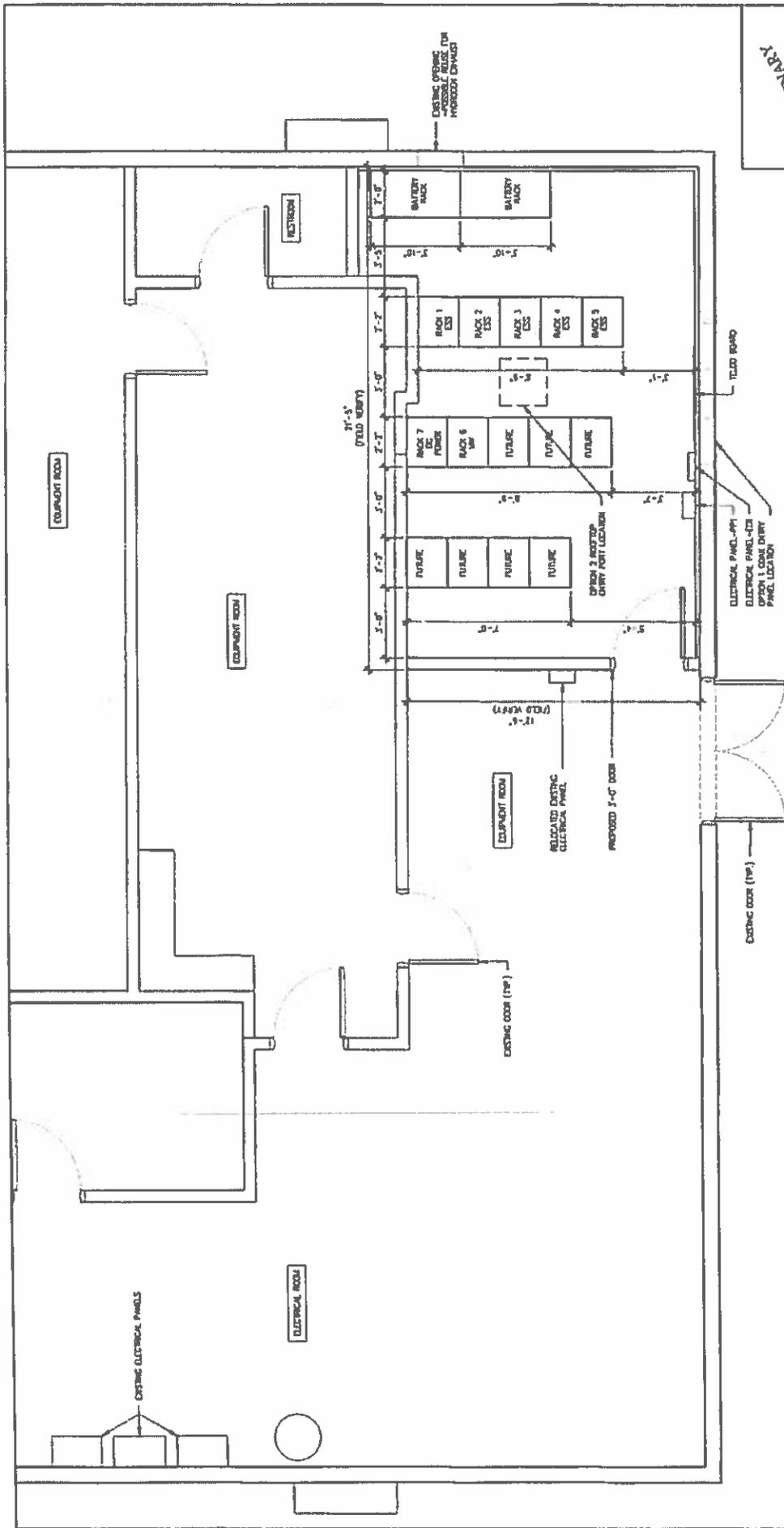
MISSION 1

and Connected. Better. Smarter. A

NO.	DATE	BY	CHKD.	APP'D.
1	04-17-17	ESD	ESD	ESD
2	04-17-17	ESD	ESD	ESD
3	04-17-17	ESD	ESD	ESD
4	04-17-17	ESD	ESD	ESD
5	04-17-17	ESD	ESD	ESD

Equipment Room Plan





PRELIMINARY
NOT FOR
CONSTRUCTION

THIS DRAWING IS THE PROPERTY OF THE CLIENT. IT IS PROVIDED FOR THE CLIENT'S USE ONLY AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT THE WRITTEN PERMISSION OF THE CLIENT.

A-3.1
EQUIPMENT PLAN
WTVR
CLYSHAW AVE
RICHMOND, VA 23230

PYRAMID **MOTOROLA SOLUTIONS**

Pyramid Network Services, LLC



Equipment Plan
1/8" inch = 1ft.

NO.	DATE	BY	CHKD	APPD
1	08-24-17	ASD	MM	MM
2	09-01-17	ASD	MM	MM
3	09-22-18	ASD	MM	MM

APPROVED: **HT-MSTANS**

EXHIBIT-B



Turriss Engineering Inc.

9 Apple Lane
Moorestown, NJ
08057-4502

P: +1 856 206 9561
F: +1 856 206 0479
M: +1 803 873 1562

February 2, 2018

page 1 of 5

Ref. #: 17-1290

Bill Sewell
VP/Technology
WTKR/WGNT, Tribune Media DOC - Norfolk, VA
WTVR CBS 6 Richmond, VA
720 Boush Street, Norfolk, VA 23510

**Re: WTVR-TV, 767 ft. Self-Supporting Tower Reinforcing Modifications-Engineering-Materials-Installation
Richmond, VA**

Dear Bill,

We appreciate you requesting Turriss Engineering, Inc. (TEI) to provide you with our engineering, material and field services. Our proposal is to provide the tower reinforcing modification detailing, reinforcing materials, project management and field installation/erection services. The scope of work is based on the TEI structural analysis TEI #17-0349 dated December 11, 2017 and attached Reinforcing Drawing dated December 18, 2017.

Engineering and Field Services:

Turriss Engineering Inc. (TEI) will provide a Professional Engineer and Tower Technician in the broadcast tower industry who is familiar with the geometry and current design and construction drawing package of the tower structure.

TEI's onsite experience and familiarity with the tower over the last several years will provide value and assistance in the various phases of the Tower Reinforcing Project. We have included some time and personnel for oversight of verification of the connections before detailing and fabrication of the tower reinforcing materials.

Project Scope of Work:

Part 1 -Tower Field Verification of existing Structural Members Connections and T/L Layout for Modifications:

- 1) Attend pre-construction site visit to verify connection and detail dimensions before material are detailed and fabricated with the TEI tower sub-contractor selected.
- 2) Conduct an initial daytime tower site observation with the tower sub-contractor selected to verify the tower vertical shaft up to the tower top. The site observation is to confirm the structural member connection details with a tower technician or another engineer assisting in the collection of the information. We will measure the existing tower framing to confirm and determine the detailing dimensions for the tower reinforcing that is required.
- 3) Provide a Summary Field Report of the field observations and information.

Turriss Engineering Inc.

Engineering • Procurement • Project Management

www.turriscorp.com



Turris Engineering Inc.

9 Apple Lane
Moorestown, NJ
08057-4502

P: +1 856 206 9561
F: +1 856 206 0479
M: +1 803 873 1562

February 2, 2018
Ref. #: 17-1290

page 2 of 5

Part 2 - Project Management, Construction Management and Periodic and Final Inspections:

1. Provide Project Management, Construction Management and Project Oversight by TEI Engineer to coordinate all activities of material procurement, contractor scheduling and field activities. Report activities and progress to the customer and provide periodic field reports.
2. Provide tower inspection of tower reinforcing installations and all existing tower appurtenances that have been removed and evaluate the general condition of the tower structure after the work has been completed. Provide a field reports after each of the inspections have been conducted.
3. Provide periodic inspection and oversight of the project construction and provide field reports to the customer with the progress of activities. The periodic inspection will be conducted for the following main activities. Pre-Construction Meeting, Initial Tower rigging activity, progress inspections during reinforcing installations, and final inspection and project closeout meeting.
4. Conduct an extensive final inspection of all tower activities and provide final report.
5. TEI will be available on a conference calls or meetings for updated activities and scheduling for this project.
6. Conduct Post Modification Inspection and provide a Final Inspection Report with Photograph Illustrations and any Recommendations. Conduct a follow up inspection for any items requiring remediation.

Part 3 – Provide engineering, detailing, material fabrication, galvanizing, and reinforcing Installation:

1. Provide reinforcement material and installation of additional Redundant Horizontals L2x2x1/4 for section (6) between elevation 287'-0" and elevation 351'-0". And for section (4) between elevation 159'-0" and elevation 223'-0", with total Qty. $64 \times 2 = 128$ pcs. Field drilling will be required in the existing members.
2. Provide reinforcement material and installation of additional Redundant Diagonals L2x2x1/4 for section (6) between elevation 287'-0" and elevation 351'-0". And for section (4) between elevation 159'-0" and elevation 223'-0", with total Qty. $64 \times 2 = 128$ pcs. Field drilling will be required in the existing members.
3. Provide reinforcement material and installation of additional horizontal struts at elevation 287'-0" at the base of section (6) L5x3x3/8 and 2 Ls $2 \frac{1}{2} \times 2 \frac{1}{2} \times 3/16$. Field drilling will be required in the existing members.
4. Provide reinforcement material and installation of additional horizontal struts at elevation 367'-0" at the middle of section (7) L4x3x1/4 to make existing horizontal back to back. Field drilling will be required in the existing members. Qty =4.

Turris Engineering Inc.

Engineering • Procurement • Project Management www.turriscorp.com



Turriss Engineering Inc.

9 Apple Lane
Moorestown, NJ
08057-4502

P: +1 856 206 9561
F: +1 856 206 0479
M: +1 803 873 1562

February 2, 2018
Ref. #: 17-1290

page 3 of 5

5. Provide reinforcement material and installation of additional horizontal struts at elevation 399'-0" at the middle of section (8) L 3 ½ x 2 ½ x 5 1/16. to make existing horizontal back to back. Field drilling will be required in the existing members. Qty =4.
6. Provide reinforcement material and installation of additional horizontal struts at elevation 431'-0" at the middle of section (9) L 3 ½ x 2 ½ x 1/4 to make existing horizontal back to back. Field drilling will be required in the existing members. Qty =4.
7. Provide reinforcement material and installation of additional horizontal struts at elevation 463'-0" at the middle of section (10) L 3 x 2 ½ x 1/4 to make existing horizontal back to back. Field drilling will be required in the existing members. Qty =4.
8. Provide reinforcement material and installation of additional horizontal struts at elevation 495'-0" at the middle of section (11) L 3 x 2 x 3/16 to make existing horizontal back to back. Field drilling will be required in the existing members. Qty =4.
9. Provide reinforcement material and installation of additional horizontal struts at elevation 527'-0" at the middle of section (12) L 2 ½ x 2 x 3/16 to make existing horizontal back to back. Field drilling will be required in the existing members. Qty =4.
10. Provide reinforcement material and installation of new additional plan bracing at elevation 591'-0" at the middle of section (14) L 2 ½ x 2 ½ x 3/16. Qty =4.
11. Provide reinforcement material and installation of new diagonals between elevation 670'-6" and elevation 678'-4.5" for Section (17) panel 1 replacing the existing diagonals by L 2 ½ x 2 x 3/16. Qty.=8

The tower reinforcing modification material will be delivered within approximately 10 to 12 weeks from receipt of a confirmed order, site verification inspection by TEI, and all required tower data and antenna and T/L information.

The tower reinforcing installation activity will start once the material is delivered to the site and according to mutual arrangement with WTVR-TV team and weather permitting. Field activity will be fulfilled within approximately 12 to 13 weeks from starting date.

Turriss Engineering Inc.

Engineering • Procurement • Project Management

www.turriscorp.com



Turriss Engineering Inc.

9 Apple Lane
Moorestown, NJ
08057-4502

P: +1 856 206 9561
F: +1 856 206 0479
M: +1 803 873 1562

February 2, 2018
Ref. #: 17-1290

page 4 of 5

Installation of the Reinforcing Steel Modifications and Inspections:

- 1) Installation of material and fasteners to reinforce tower as listed in Part 3 above.
- 2) Provide Temporary Support Frames or Cable Systems for structural member replacements. (If required)
- 3) Clean and paint all field cut and drilled or punched holes or ends with cold galvanizing compound and top coat with zinc rich paint. All Color Bands will be painted over new reinforcing steel.
- 4) Temporarily support existing antennas and transmission lines that are in the vicinity of the tower reinforcing areas and reconnect after the reinforcing is completely installed.
- 5) Provide mobilization to the site with labor and equipment for the referenced reinforcing activities.
- 6) Provide Project Management by TEI Engineer to coordinate all activities of material procurement, contractor scheduling and field activities. Report activities and progress to the customer.
- 7) Provide tower periodic and final inspection of tower reinforcing. Provide periodic field reports with photographic illustrations after each of the inspections has been conducted and project completion.

ASSUMPTIONS –

- WTVR-TV to verify the current equipment loading in order for TEI to confirm the current design values of the tower design before ordering materials. (Not required or applicable)
- TEI will provide industry standard General Liability and Workers Compensation Insurance certificates.
- TEI is assuming there are no major obstructions or existing structures in the vicinity of the tower reinforcing areas for rigging purposes.
- Installation of reinforcing or proposed antennas and transmission lines are **not** included in this proposal.
- The necessary instruments and climbing equipment required by the engineer will be furnished by TEI. All necessary erection equipment will be supplied by our erection sub-contractor.
- **All field activities are to be made during normal daytime work hours, and Radio Frequency (RF) power will be reduced to provide an RF-safe environment on any antenna emitting radiation that would harm the field personnel.**
- Customer to pay for inclement weather days or broadcaster delays when the tower erection team is unable to work at a rate of \$575.00 per man per day
- The final inspection will be coordinated between WTVR-TV and TEI. The schedule will be as mutually agreed upon, weather permitting.
- The Field Report of the periodic and Final inspection (PDF copy) will be sent to WTVR-TV in approximately one to two weeks after the inspection has been completed

Turriss Engineering Inc.

Engineering • Procurement • Project Management www.turriscorp.com



Turriss Engineering Inc.

9 Apple Lane
Moorestown, NJ
08057-4502

P: +1 856 206 9561
F: +1 856 206 0479
M: +1 803 873 1562

February 2, 2018
Ref. #: 17-1290

page 5 of 5

PROPOSAL PRICE – Activity Summary

- Part 1 -Tower Field Verification of existing Structural Members Connections and T/L Layout for Modifications:
- Part 2 - Project Management, Construction Management and Periodic and Final Inspections:
- Part 3 – Provide engineering, detailing, material fabrication, galvanizing, and reinforcing Installation:

Project Total Amount **\$488,550.00**

Payment Terms:

- A – 25 % Down Payment due Upon Acceptance of Order.
- B – 20 % When Reinforcing Materials are Ready to be Shipped.
- C – 15 % Upon Mobilization of Tower field crew. (Paid two weeks prior to on site schedule)
- D – 30 % In Progress Payments during Reinforcing Installation.
- E – 5 % Upon Substantial Completion.
- F – 5 % Upon Completion and Acceptance.

The above pricing does not include the following:

All applicable Taxes and Cost for Building Permits if required.
Any additional activity not specified in this proposal.

NOTES:

Prices are F.O.B Richmond, VA
Quote Validity: 30 days.

If the proposal is acceptable, please sign and return a copy for our files and we will schedule your project immediately. If you require submitting a purchase order number, you may send this at your convenience. We appreciate the opportunity to provide you with our engineering and field services and are looking forward to the possibility to be working together with you, and the WTVR-TV team.

If you have any questions or require any clarifications on the proposal, please do not hesitate to contact us.

Regards,

Tony Fonseca, P.E.
Executive Vice President
Turriss Engineering Inc.

Approved: _____ Date: _____

WTVR-TV

Turriss Engineering Inc.

Engineering • Procurement • Project Management www.turriscorp.com



Turriss Engineering Inc.

9 Apple Lane
Moorestown, NJ
08057-4502

P: +1 856 206 9561
F: +1 856 206 0479
M: +1 803 873 1562

March 9, 2018
Ref. #: 18-0132

page 1 of 4

Bill Sewell
VP/Technology
WTKR/WGNT, Tribune Media DOC - Norfolk, VA
WTVR CBS 6 Richmond, VA
720 Boush Street, Norfolk, VA 23510

**Re: Foundation Reinforcement for WTVR-TV, 767 ft. Self-Supporting Tower
Richmond, VA**

Dear Bill,

We appreciate you requesting Turriss Engineering, Inc. (TEI) to provide you with our engineering, material and field services. Our proposal is to provide the tower foundation reinforcement, detailing, material supply, project management and field installation services. The scope of work is based on the TEI structural recommendation dated February 28, 2018.

Project Scope of Work:

Part 1 -Tower Field Verification of existing Foundations:

1. Conduct a tower site observation and excavation for investigation prior to the full mobilization of the foundation team and equipment and prior to final detailing activities to verify dimensions and confirm that there are no significant obstructions or interferences with the current foundation placing plan for foundation reinforcing.
2. Report all observed obstruction and Coordinate with WTKR/WGNT, Tribune Media team the necessary activities and cost needed to remove, relocate or protect these elements. Any additional cost will be submitted as a change orde for approval before proceeding with extra work encountered.

Part 2 - Project Management, Construction Management and Periodic and Final Inspections:

1. Provide Project Management, Construction Management and Project Oversight by TEI Engineer to coordinate all activities of material procurement, contractor scheduling and field activities. Report activities and progress to the customer and provide periodic field reports.
2. Provide Site Inspection of for all field activities during excavation, steel rebar installation and concrete pouring. Provide a field reports after each of the inspections have been conducted.
3. Conduct an extensive final inspection of all tower foundation activities and provide final report.
4. TEI will be available on a conference calls or meetings for updated activities and scheduling for this project.

Turriss Engineering Inc.

Engineering • Procurement • Project Management www.turriscorp.com



Turris Engineering Inc.

9 Apple Lane
Moorestown, NJ
08057-4502

P: +1 856 206 9561
F: +1 856 206 0479
M: +1 803 873 1562

March 9, 2018
Ref. #: 18-0132

page 2 of 4

5. Conduct Post Modification Inspection and provide a Final Inspection Report with Photograph Illustrations and any remedial Recommendations. Conduct a follow up inspection if required for any items requiring remediation.

Part 3 – Provide Engineering, Construction drawings, material and Installation:

1. Provide design and construction drawings for the required foundation reinforcement.
2. Demolition and removal of concrete, asphalt and trees for excavation for foundation reinforcing.
3. Excavation around the existing concrete to reach required elevation as per the construction drawings.
4. Roughen and clean the existing concrete surface, apply bonding agrnt to be ready to adhere to the new concrete.
5. Drill and install steel dowels with epoxy resin to the depth and pattern as per the construction drawings.
6. Provide and install steel rebars as per the construction drawings.
7. Provide and install form work required.
8. Provide and install 3000 PSI concrete.
9. Back fill required area and compact soil and restore affected concrete and pavement area.

ASSUMPTIONS –

- WTVR-TV to verify the current equipment loading in order for TEI to confirm the current design values of the tower design before ordering materials. (Not required or applicable).
- TEI will provide industry standard General Liability and Workers Compensation Insurance certificates.
- TEI is assuming there are no major obstructions or existing structures in the vicinity of the tower foundation reinforcing areas for rigging purposes.
- Removing, relocating or protecting any cables or unseen obstructions are not included and can be quoted separately by change order.

Turris Engineering Inc.

Engineering • Procurement • Project Management www.turriscorp.com



Turriss Engineering Inc.

9 Apple Lane
Moorestown, NJ
08057-4502

P: +1 856 206 9561
F: +1 856 206 0479
M: +1 803 873 1562

March 9, 2018
Ref. #: 18-0132

page 3 of 4

- All field activities are to be made during normal daytime work hours, and Radio Frequency (RF) power will be reduced to provide an RF-safe environment on any antenna emitting radiation that would harm the field personnel.
- Price does not include permits, third party inspections, bonds and fees.
- Assume there is no structural problems with excavation completely around the tower.
- Assume that the existing subgrade and tower foundation are suitable for this work.
- Price does not include any work on tower grounding or any utilities, power lines, cables or other items that may be above the underground or within the excavation area.
- Assume excavated and demolished surfaces can be stockpiled on site until there is enough to bring in trucks for hauling.
- Price does not include replacing fencing, irrigation or landscaping and trees.
- The final inspection will be coordinated between WTVR-TV and TEI. The schedule will be as mutually agreed upon, weather permitting.
- The Field Report of the periodic and Final inspection (PDF copy) will be sent to WTVR-TV in approximately one to two weeks after the inspection.

The tower reinforcing modification material will be delivered within approximately 4 to 6 weeks from receipt of a confirmed order, site verification inspection by TEI, and all required tower data and antenna and T/L information.

PROPOSAL PRICE – Activity Summary

Tower Field Verification of existing Foundations:

Project Management, Construction Management and Periodic and Final Inspections:

Provide Engineering, Construction Drawings, Materials and Installation:

Project Total Amount

\$196,830.00

Turriss Engineering Inc.

Engineering • Procurement • Project Management

www.turriscorp.com



Turris Engineering Inc.

9 Apple Lane
Moorestown, NJ
08057-4502

P: +1 856 206 9561
F: +1 856 206 0479
M: +1 803 873 1562

March 9, 2018
Ref. #: 18-0132

page 4 of 4

Payment Terms:

- A – 25 % Down Payment due Upon Acceptance of Order.
- B – 25 % Upon Mobilization of Foundation field crew. (Paid two weeks prior to on site schedule).
- C – 40 % In Progress Payments During foundation reinforcement (Bi-weekly payments).
- D – 10 % Upon Completion.

The above pricing does not include the following:

All applicable taxes and cost of building permits, bonds and third-party inspection.

NOTES:

Prices are F.O.B Richmond, VA
Quote Validity: 30 days.

If the proposal is acceptable, please sign and return a copy for our files and we will schedule your project immediately. If you require submitting a purchase order number, you may send this at your convenience.

We appreciate the opportunity to provide you with our engineering and field services and are looking forward to the possibility to be working together with you, and the WTKR-TV team.

If you have any questions or require any clarifications on the proposal, please do not hesitate to contact us.

Regards,

Tony Fonseca, P.E.
Executive Vice President
Turris Engineering Inc.

Approved: _____ Date: _____

WTKR/WGNT, Tribune Media

Printed name and title: _____

Turris Engineering Inc.

Engineering • Procurement • Project Management www.turriscorp.com



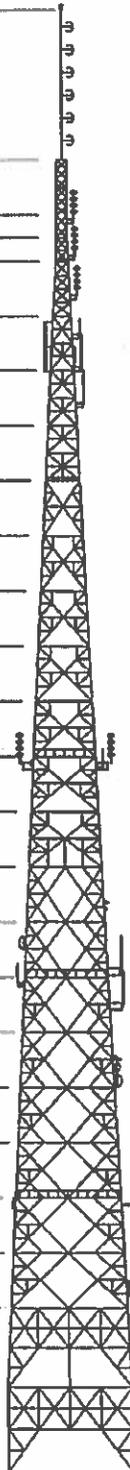
Turris Project: 17-0349R1
December 11, 2017

APPENDIX A
Tower Profile and Antenna Loading Chart

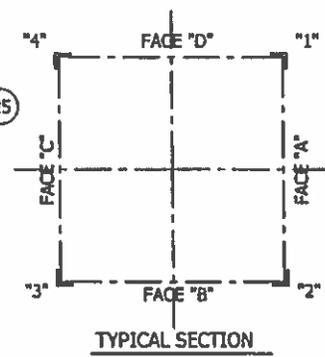
DESIGN SPECIFICATION: ANSI/TIA-222-G-2009 Add.2
 BASIC WIND SPEED (No Ice): 90 mph (RICHMOND,VA)
 BASIC WIND SPEED (With Ice): 30 mph EL. = 848.00'
 DESIGN ICE THICKNESS : 0.75 In
 EXPOSURE CATEGORY: B
 STRUCTURE CLASS: II
 TOPOGRAPHIC CATEGORY: 1
 IMPORTANCE FACTOR: 1.00

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23

EL. = 761.00'
F.W. = 76.00"
EL. = 729.00'
F.W. = 76.00"
EL. = 716.00'
F.W. = 76.00"
EL. = 702.00'
F.W. = 93.00"
EL. = 670.50'
F.W. = 130.00"
EL. = 639.00'
F.W. = 168.00"
EL. = 607.00'
F.W. = 207.00"
EL. = 575.00'
F.W. = 245.00"
EL. = 543.00'
F.W. = 283.00"
EL. = 511.00'
F.W. = 322.00"
EL. = 479.00'
F.W. = 360.00"
EL. = 447.00'
F.W. = 399.00"
EL. = 415.00'
F.W. = 437.00"
EL. = 383.00'
F.W. = 475.00"
EL. = 351.00'
F.W. = 514.00"
EL. = 319.00'
F.W. = 552.00"
EL. = 287.00'
F.W. = 591.00"
EL. = 255.00'
F.W. = 629.00"
EL. = 223.00'
F.W. = 667.00"
EL. = 191.00'
F.W. = 706.00"
EL. = 159.00'
F.W. = 744.00"
EL. = 127.00'
F.W. = 782.00"
EL. = 95.00'
F.W. = 821.00"
EL. = 49.00'
F.W. = 876.00"
EL. = 0.00'
F.W. = 876.00"



- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28
- 29
- 30
- 31
- 32
- 33
- 34



NOTE:
 FOR ANTENNA LOADING SEE TABLE ON
 Dwg. 15-1044-LC2-E01-02

COLOR CODE CHART	
BLACK	EXISTING
GREEN	PROPOSED

TURRIS ENGINEERING
 PRELIMINARY PROJECT REPORT
 76 Tenth Road
 Scarborough, Ontario
 L7B 4G7, Canada
 Tel: +1 (416) 477-4888 Fax: +1 (416) 477-4833
 www.turris.com

PROJECT	761 FT SS TOWER
CLIENT	WTVR
OFFICE	RICHMOND, VA
DATE	

REV.	DESCRIPTION	DATE	BY	APP.

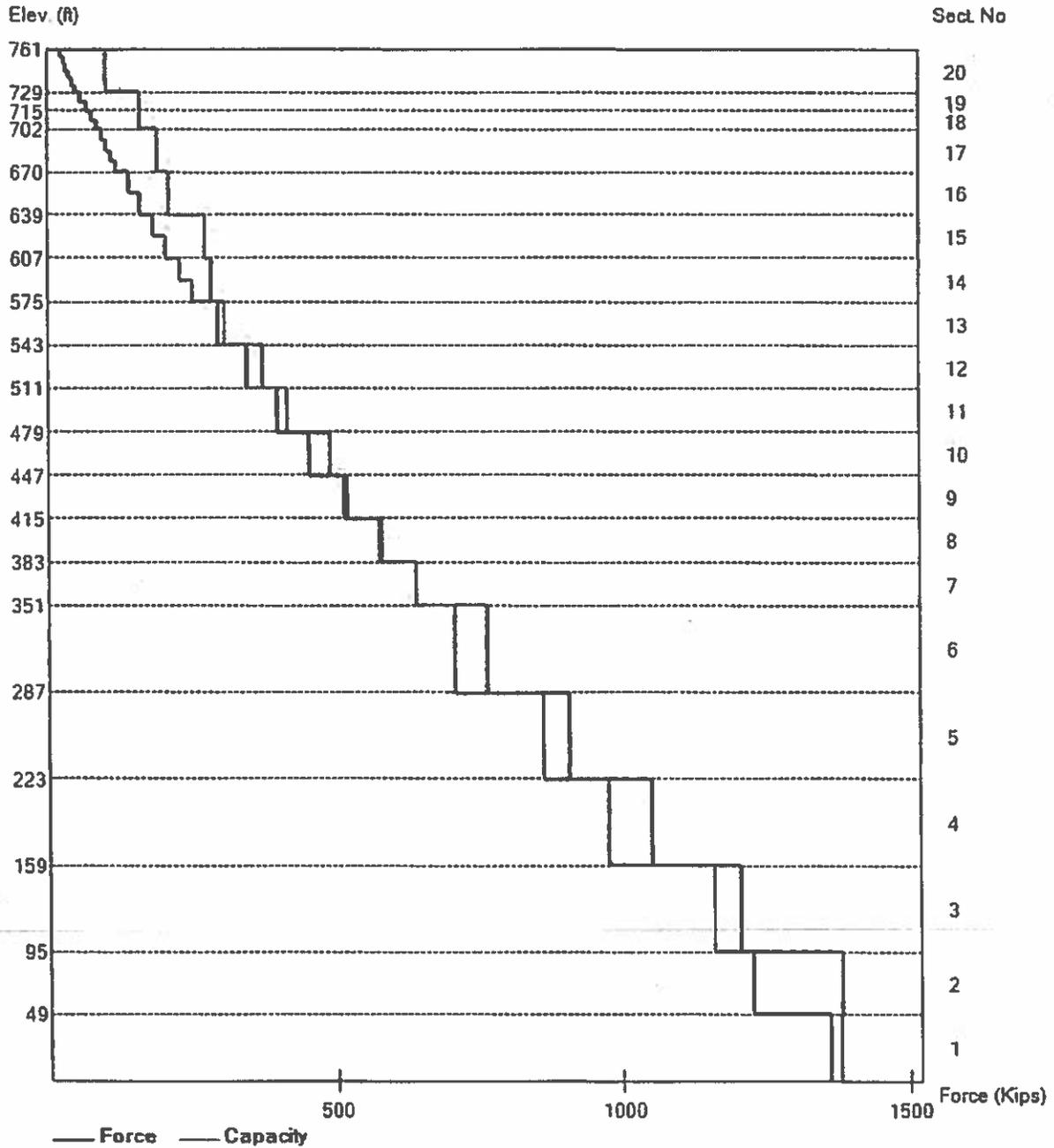
TOWER PROFILE			
DATE	SCALE	PROJECT NO.	REV.
06/11/17	1/8"=1'	15-1044	0
DATE CHG.	DATE BY	SCALE	

APPENDIX B
Results of Analysis

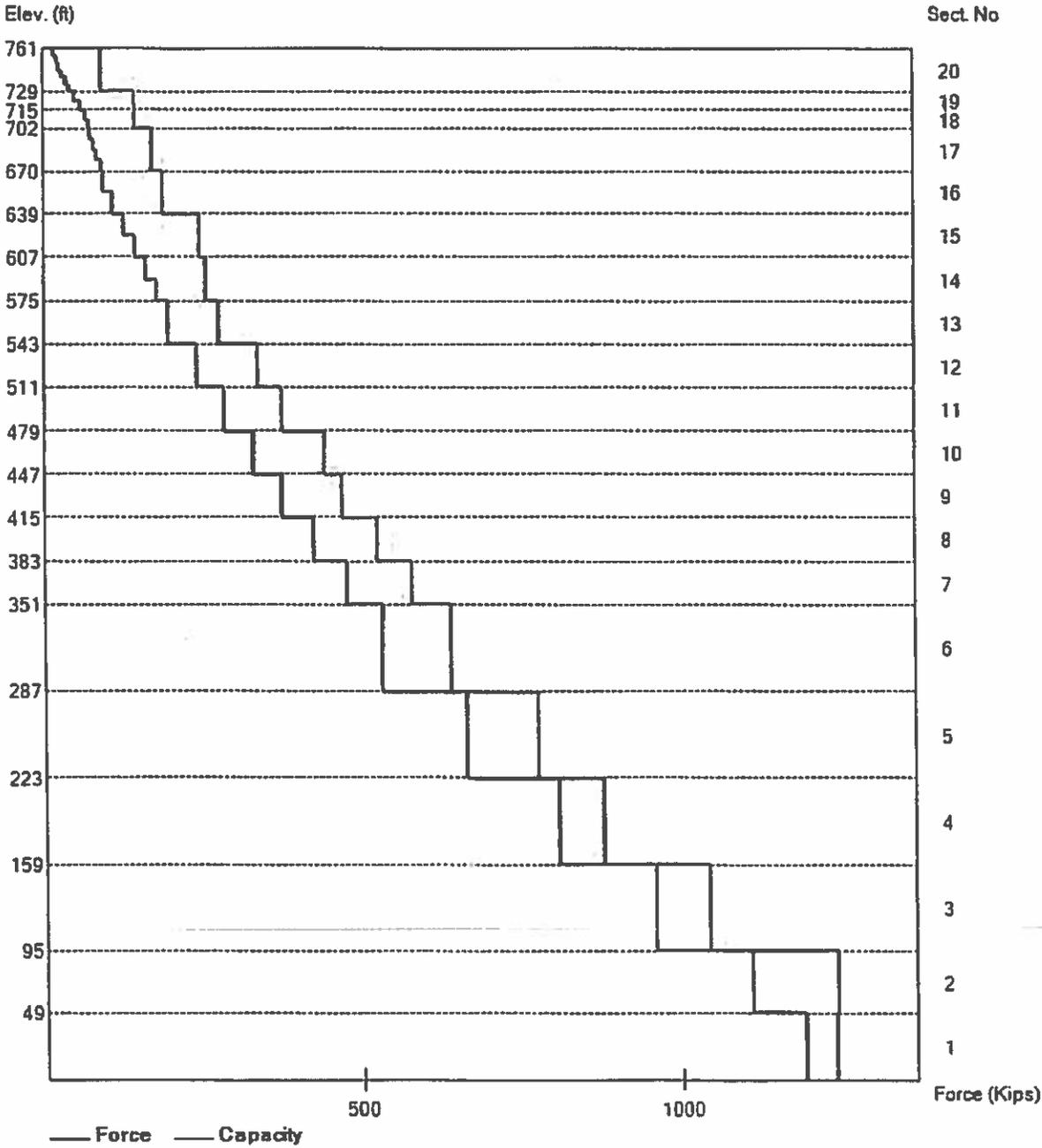


Turris Project: 17-0349R1
December 11, 2017

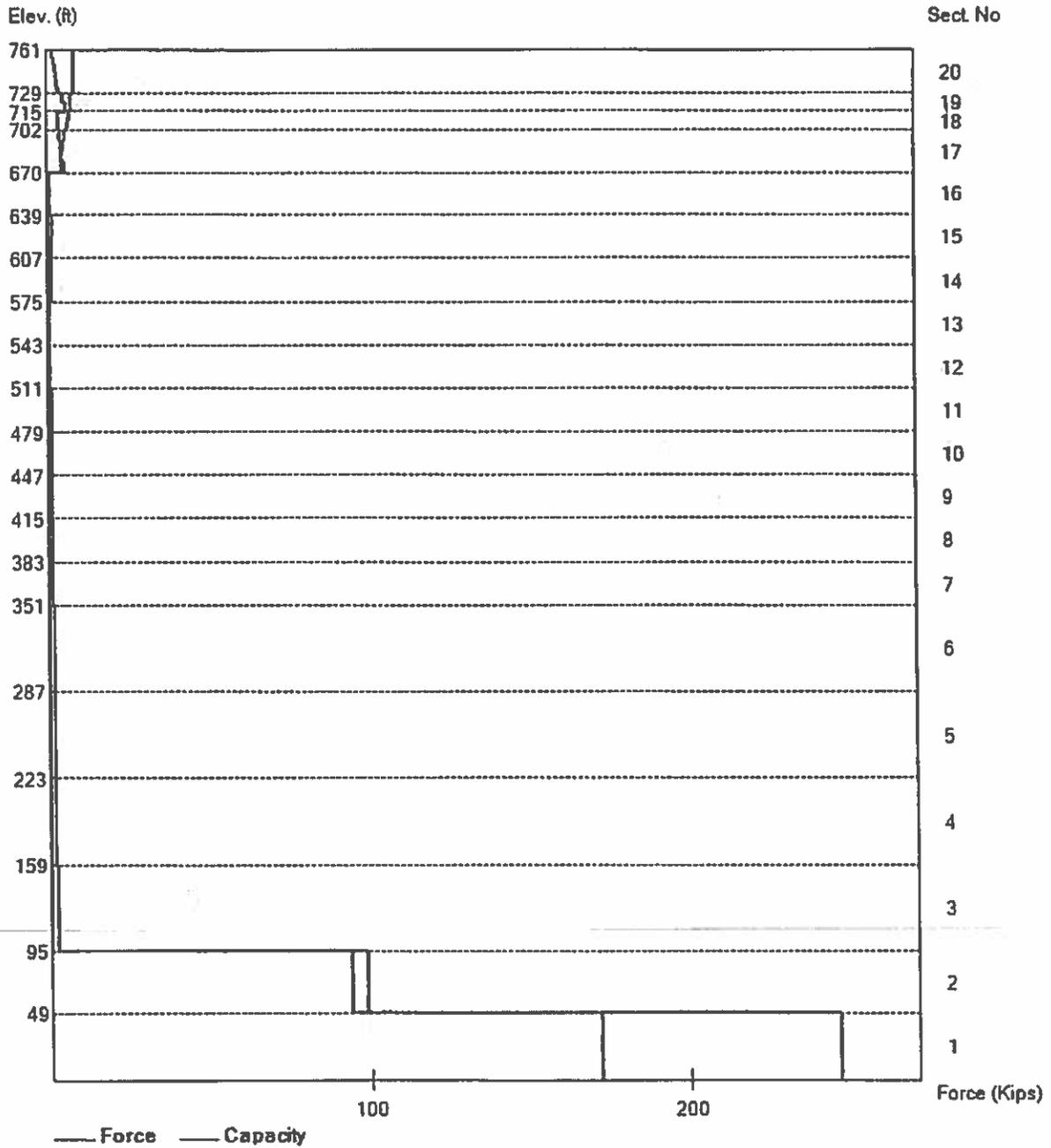
Leg Load Compression Diagram
Max. Envelope (All Loading Cases)



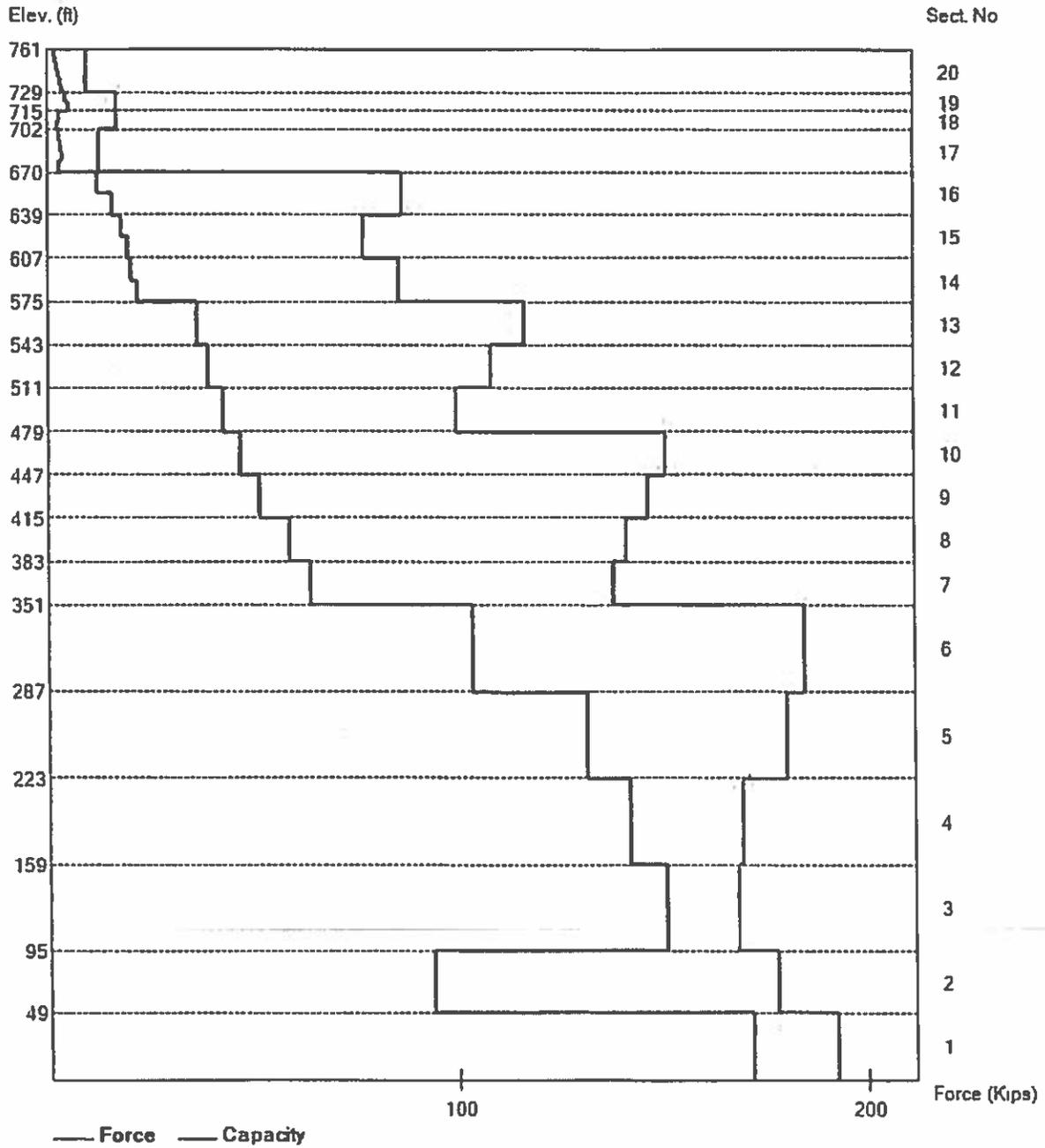
Leg Load Tension Diagram
 Max. Envelope (All Loading Cases)



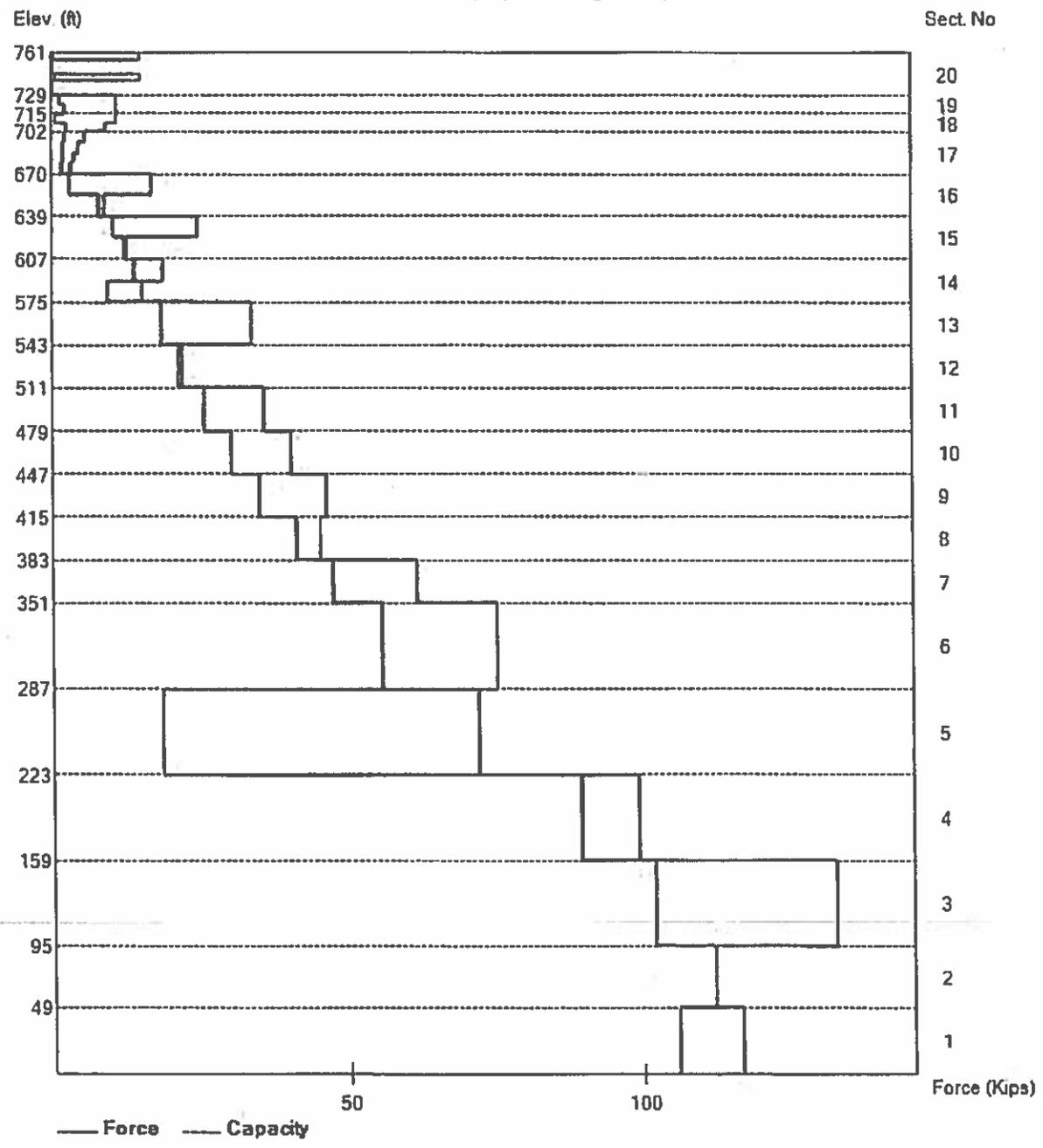
Diag. Load Compression Diagram
 Max. Envelope (All Loading Cases)



Diag. Load Tension Diagram
 Max. Envelope (All Loading Cases)



Horiz. Load Compression Diagram
 Max. Envelope (All Loading Cases)





Turris Project: 17-0349R1

December 11, 2017

Horiz. Load Tension Diagram
Max. Envelope (All Loading Cases)

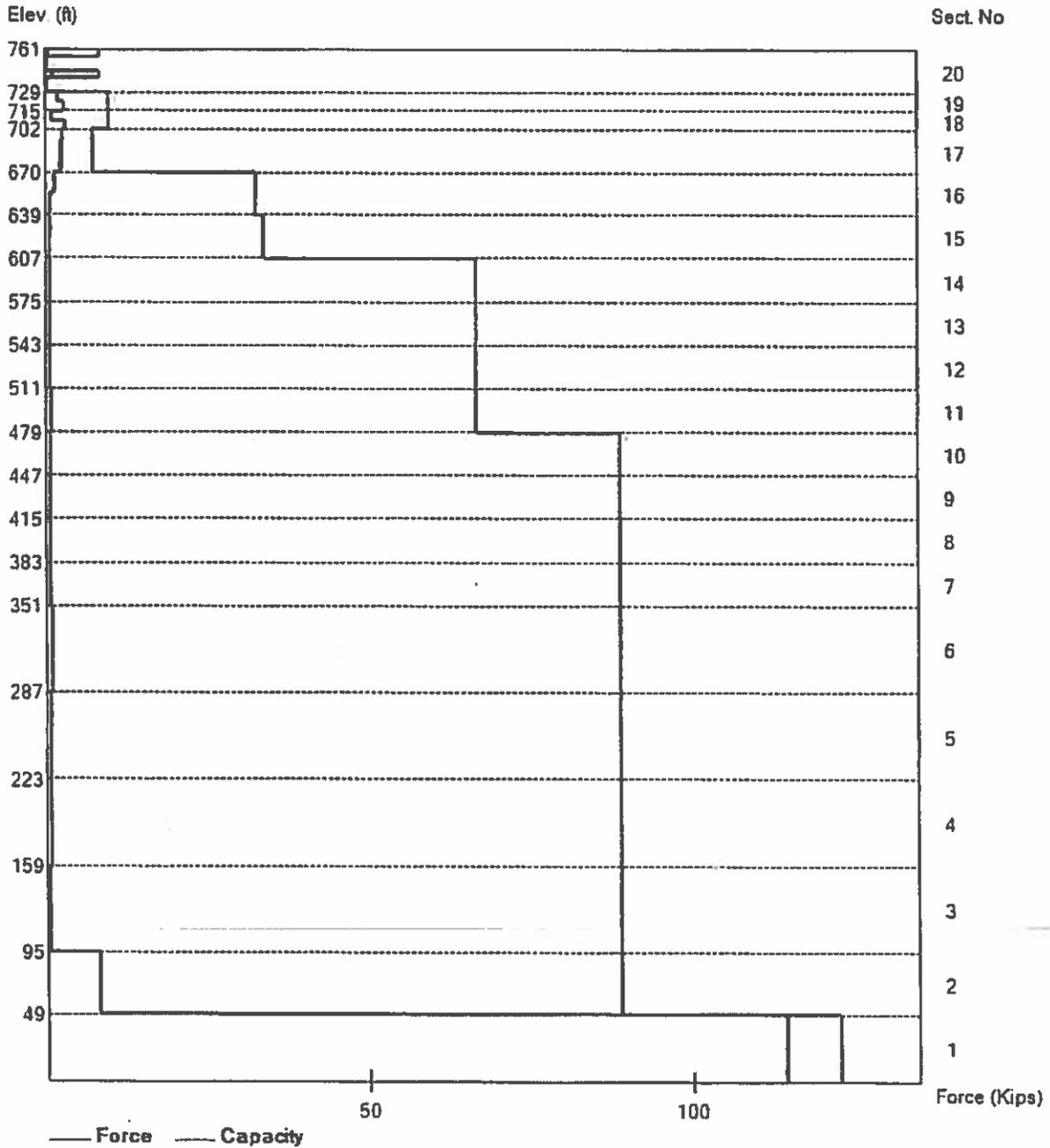


EXHIBIT C

[Memorandum of Lease]

PREPARED BY AND
AFTER RECORDING RETURN TO:
Office of the City Attorney
Attn: Rena Diebel
900 East Broad Street, Room 400
Richmond, Virginia 23219

Tax Map ID No. W0001524025T

THIS MEMORANDUM IS EXEMPT FROM RECORDATION TAXES UNDER SECTION 58.1-811(A)(3) OF THE CODE OF VIRGINIA (1950) AS AMENDED.

MEMORANDUM OF LEASE

This memorandum of a certain unrecorded lease agreement (the "Agreement") is made this 14th day of April, 2010, between SCRIPPS MEDIA, INC., a Delaware corporation, herein referred to as Landlord (a grantor for indexing purposes), and the CITY OF RICHMOND, a municipal corporation of the Commonwealth of Virginia, herein referred to as Tenant (a grantee for indexing purposes), whose address is 900 East Broad Street, Richmond, Virginia 23219.

1. Landlord is the owner of that certain parcel of real property located at 3300 Cutshaw Avenue, Richmond, Virginia, shown on the Tax Map for the City of Richmond, Virginia as Tax Parcel No. W0001524025T (the "Property"), and certain improvements on the Property, including an approximately 761-foot self-supported communications tower (the "Tower") and an approximately 1,650-square foot equipment building (the "Equipment Building"), all as shown on Exhibit A attached hereto and made a part hereof.
2. For and in consideration of the sum of Ten Dollars cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged by Landlord, Landlord hereby grants and leases to Tenant, and Tenant hires the same from Landlord, (i) a portion of the Property, to include portions of both the Tower and the Equipment Building, as well as certain land underlying and adjacent thereto (the "Premises"), together with all rights, improvements, and appurtenances thereto, and (ii) the non-exclusive right to use additional portions of the Property, seven (7) days a week twenty-four (24) hours a day and as necessary for Tenant's use of the Property as permitted by the Agreement, for not only pedestrian and vehicular ingress and egress, including trucks and construction equipment, but also the installation, maintenance, repair and replacement of utilities, wiring, cables, pipes and other conduits serving the Premises and Tenant's personal property thereon, all as substantially described in Exhibit A.
3. The term of the lease is to commence on _____, 20__ and will end on _____, 20 __, subject to Tenant's option to extend the term for up to two renewal terms of ten (10) years following the expiration of the original term.

4. The terms, covenants and provisions of the Agreement, of which this is a memorandum, shall extend to and be binding upon the respective administrators, successors and assigns of Landlord and Tenant.
5. This Memorandum of Lease is subject to all of the terms, conditions and understandings set forth in the Agreement, which are incorporated herein by reference and made a part hereof. This Memorandum of Lease is not a complete summary of the Agreement, and the provisions of this Memorandum of Lease shall not be used in interpreting the provisions of the Agreement. In the event of a conflict between this Memorandum of Lease and the Agreement, the Agreement shall control.

**REMAINDER OF PAGE LEFT INTENTIONALLY BLANK.
SIGNATURES ON FOLLOWING PAGE.**

WITNESS the following signatures and seals:

LANDLORD:

SCRIPPS MEDIA, INC., a Delaware corporation.

By: 

Name: Stephen P. Hayer

Title: General Manager

Date: 4/14/20

STATE OF _____
CITY/COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, in his capacity as _____, on behalf of Scripps Media, Inc.

My commission expires _____

Notary Public

Notary Registration No.: _____

The foregoing Deed from SCRIPPS MEDIA, INC., a Delaware corporation, to the CITY OF RICHMOND, a municipal corporation and political subdivision of the Commonwealth of Virginia, is hereby accepted this ____ day of _____, 20__, pursuant to the authority granted by Ordinance No. _____, adopted _____.

TENANT:

CITY OF RICHMOND
A municipal corporation

By: _____
Lenora Reid
Acting Chief Administrative Officer

Prepared and approved as to form:

Neil R. Gibson
Senior Assistant City Attorney

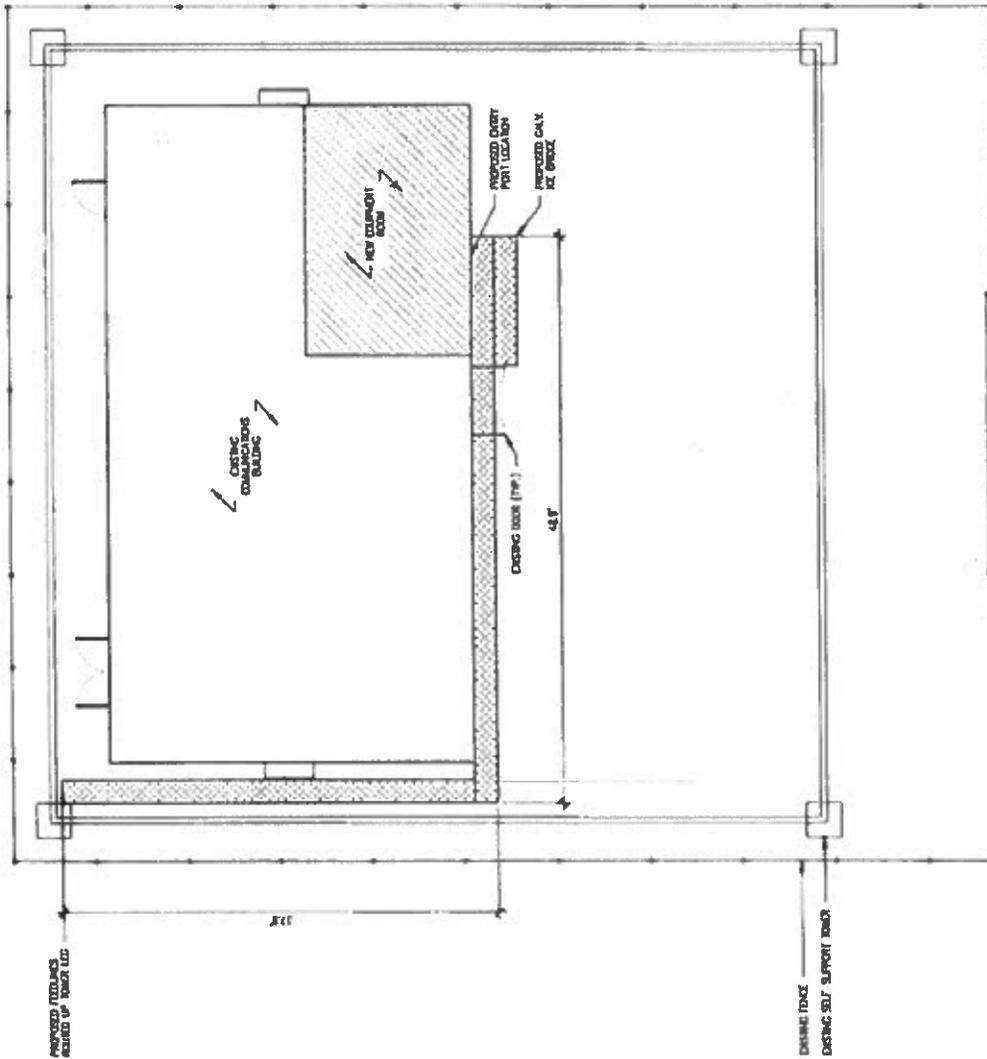
GRANTEE ADDRESS:

City of Richmond
900 East Broad Street, Suite 400
Richmond, Virginia 23219

EXHIBIT A

GENERAL NOTES:

1. PROPERTY OFFSETS ARE APPROXIMATE. FINAL LOCATION OF COMPOUND TO BE DEVELOPED FROM ZONING E.
2. PROPERTY LINES SHOWN ARE BASED ON A MAP FROM THE CITY OF RICHMOND GEOGRAPHIC INFORMATION SYSTEM (GIS) AND AERIAL PHOTOS. THE PROPERTY LINES SHOWN ARE NOT TO BE CONSIDERED AS SURVEY AND NOTES, BUT ARE SHOWN FOR REFERENCE ONLY.
3. THE LOCATION, SIZE & TYPE OF MATERIAL OF CONSTRUCTION OF THE PROPOSED PORT FACILITY IS NOT SPECIFIED AS BEING LABORATORY SUBSTANTIATION OR COMPLETE. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE ACTUAL LOCATION OF ALL SUCH FACILITIES INCLUDING THE SERVICE TO BE PROVIDED. THE CONTRACTOR SHALL NOTIFY THE UTILITY COMPANIES OF HIS OPERATIONAL PLANS & SHALL OBTAIN FROM THE RESPECTIVE UTILITY COMPANIES THE LOCATION OF THEIR FACILITIES & THE WORKING SCHEDULE OF THE COMPANIES FOR THE PROPOSED CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND ENCOURAGED DURING CONSTRUCTION. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE UTILITY COMPANY OF ANY INTERRUPTIONS TO SERVICE. SERVICES SHALL BE RESTORED TO SERVICE AT ONCE & PAID FOR BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE CONTRACT.
4. ALL PROPOSED CONSTRUCTION ACTIVITIES & MODIFICATIONS SHALL COMPLY WITH MOTOROLA'S STANDARDS, MOST CURRENT REVISION.



Enlarged Site Plan (Option 1)



PRELIMINARY
NOT FOR
CONSTRUCTION

ANY DISCREPANCIES BETWEEN THE DRAWING PACKAGE AND EXISTING FIELD CONDITIONS MUST BE REPORTED TO THE DESIGNER OF RECORD PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.

THIS DRAWING IS UNLESS OTHERWISE SPECIFIED TO BE IN ACCORDANCE WITH THE MOTOROLA STANDARDS, MOST CURRENT REVISION. AS A CONDITION OF THE USE OF THIS DRAWING, THE USER AGREES TO HOLD MOTOROLA HARMLESS FROM AND AGAINST ALL LIABILITY AND DAMAGES, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING FROM OR RESULTING FROM THE USE OF THIS DRAWING.

ENLARGED SITE PLAN (OPTION 1)
C-1.1
WTVR
CUTSHAW AVE
RICHMOND, VA 23200

MOTOROLA SOLUTIONS

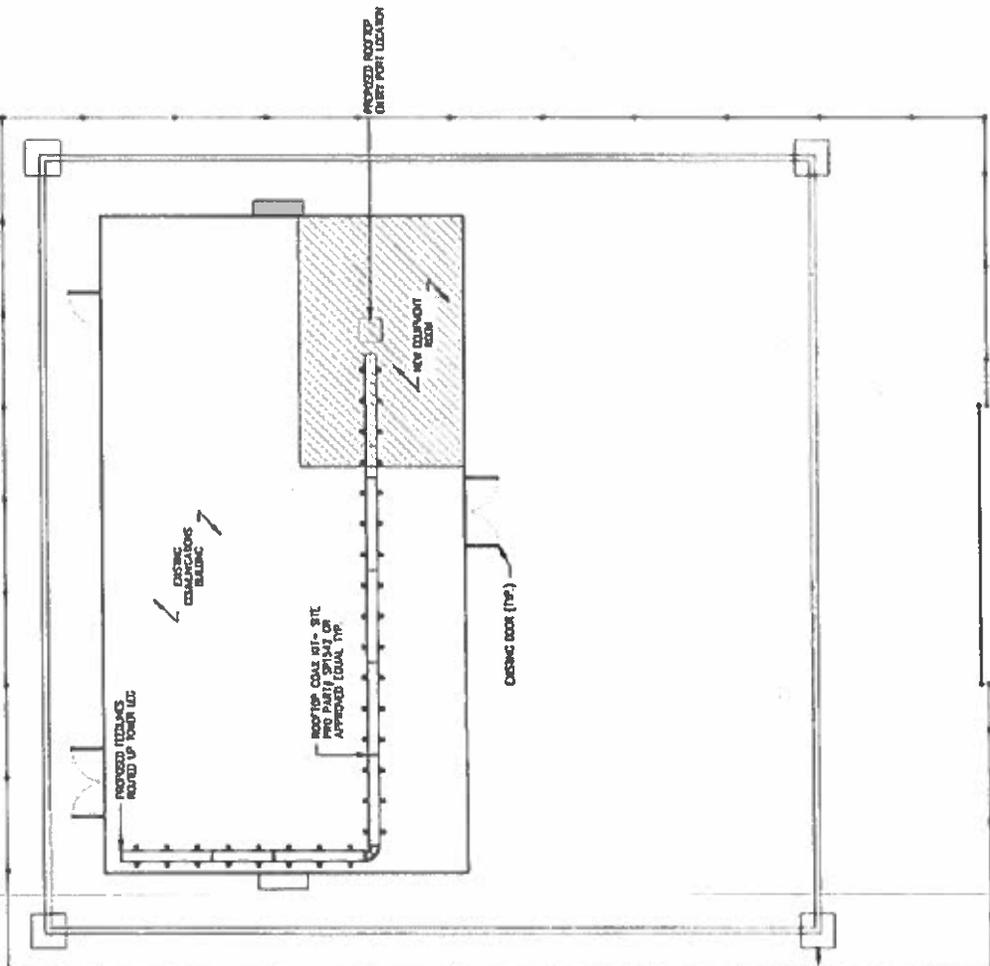
PYRAMID
Network Services, LLC

MISSION 1
A COMMERCIAL REAL ESTATE COMPANY
1000 Commonwealth Drive, Suite 4
PO Box 1000, VA 23200

NO.	DATE	REVISIONS
1	08-25-16	ISSUED FOR REVIEW
2	09-27-17	ISSUED FOR REVIEW
3	09-28-17	ISSUED FOR REVIEW
4	09-28-17	ISSUED FOR REVIEW
5	09-28-17	ISSUED FOR REVIEW

GENERAL NOTES:

1. PROPERTY LINES AND APPROXIMATE FINAL LOCATION OF COMPASS TO BE DEVELOPED FROM THIS PLAN.
2. PROPERTY LINES SHOWN ARE BASED ON A MAP FROM THE CITY OF RICHMOND GEODESIC INFORMATION SYSTEM (GIS) AND AERIAL PHOTOS. THE PROPERTY LINES SHOWN ARE APPROXIMATE AND SHOULD BE VERIFIED BY THE OWNER FOR ACCURACY AND RECORD. THIS PLAN IS FOR INFORMATION ONLY.
3. THE LOCATION, SIZE & TYPE OF MATERIAL OF CONSTRUCTION OF THE PROPOSED ROOFER QUERY SHALL BE DETERMINED BY THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE ACTUAL LOCATION OF ALL SUCH FACILITIES INCLUDING THE LOCATION OF UTILITY COMPANIES OF THE OPERATIONAL PLANS & SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION OF THEIR FACILITIES & THE WORKING SCHEDULE OF THE COMPANIES FOR THE REMOVAL OF THE EXISTING UTILITY STRUCTURE. IS EXCLUDED DURING CONSTRUCTION. THE CONTRACTOR SHALL MAINTAINLY NOTIFY THE UTILITY COMPANY OF JUNCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION OF THEIR FACILITIES & THE WORKING SCHEDULE OF THE COMPANIES FOR THE REMOVAL OF THE EXISTING UTILITY STRUCTURE. IS EXCLUDED DURING CONSTRUCTION. THE CONTRACTOR SHALL MAINTAINLY NOTIFY THE UTILITY COMPANY OF JUNCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION OF THEIR FACILITIES & THE WORKING SCHEDULE OF THE COMPANIES FOR THE REMOVAL OF THE EXISTING UTILITY STRUCTURE. IS EXCLUDED DURING CONSTRUCTION. THE CONTRACTOR SHALL MAINTAINLY NOTIFY THE UTILITY COMPANY OF JUNCTION.
4. ALL PROPOSED CONSTRUCTION ACTIVITIES & NOTIFICATIONS SHALL COMPLY WITH MOTOROLA R-56 STANDARDS, MOST CURRENT REVISION.



PRELIMINARY
NOT FOR CONSTRUCTION

ANY DISCREPANCIES BETWEEN THIS DRAWING PACKAGE AND EXISTING FIELDS COMPANIES MUST BE REPORTED TO THE CONTRACTOR OF THE CONTRACTOR.

1 inch = 10ft



Enlarged Site Plan (Option 2)

ENLARGED SITE PLAN (OPTION 2)		C-1.2	
WTVR CUTSHAW AVE RICHMOND, VA 21230			
 PYRAMID Services, LLC		 MOTOROLA SOLUTIONS	
 MISSION 1			
DATE	BY	CHKD	APP'D
10-23-08	CSH	MS	MS
10-23-08	CSH	MS	MS
10-23-08	CSH	MS	MS

E = EXISTING
N = NEW
F = FUTURE

Antenna/Aperture Location Chart

WTVR-850 TOWER
LAT: 37 33 58.53
LONG: 77 28 33.8

ANTENNA INFORMATION						FEEDLINE INFORMATION								
ANTENNA ID	MANUFACTURER	MODEL	TYPE	LENGTH	BOTTOM ELEV	RAD CENTER	TOP ELEV.	AZIMUTH	QTY.	TYPE	MANUFACTURER	MODEL	SIZE	QTY.
N1	RFS	SMA-1078C	MW	4.0'	116.0'	118.0'	120.0'	N/A	1	COAX	FLEXWELL	E105	1.3"	1
N2	RFS	PA06-598	MW	6.0'	166.0'	168.0'	172.0'	N/A	1	COAX	FLEXWELL	E60	2"	1
N3	RFS	SC3-W100A	MW	2.0'	326.0'	327.0'	328.0'	N/A	1	COAX	FLEXWELL	E105	1.3"	1
N4	SINCLAIR	SC412-HF21DF	TX	20.9'	259.6'	270.0'	280.5'	N/A	3	COAX	COMMSCOPE	AVAT-50	1-5/8"	3
N5	SINCLAIR	SC412-HF21DF	RX	20.9'	279.6'	290.0'	300.5'	N/A	4	COAX	COMMSCOPE	AVAS-50	1-3/4"	4
N6		TTA				290.0'								

REFER TO TOWER MANUFACTURER DRAWINGS FOR BEACON AND OBSTRUCTION LIGHTING HEIGHTS

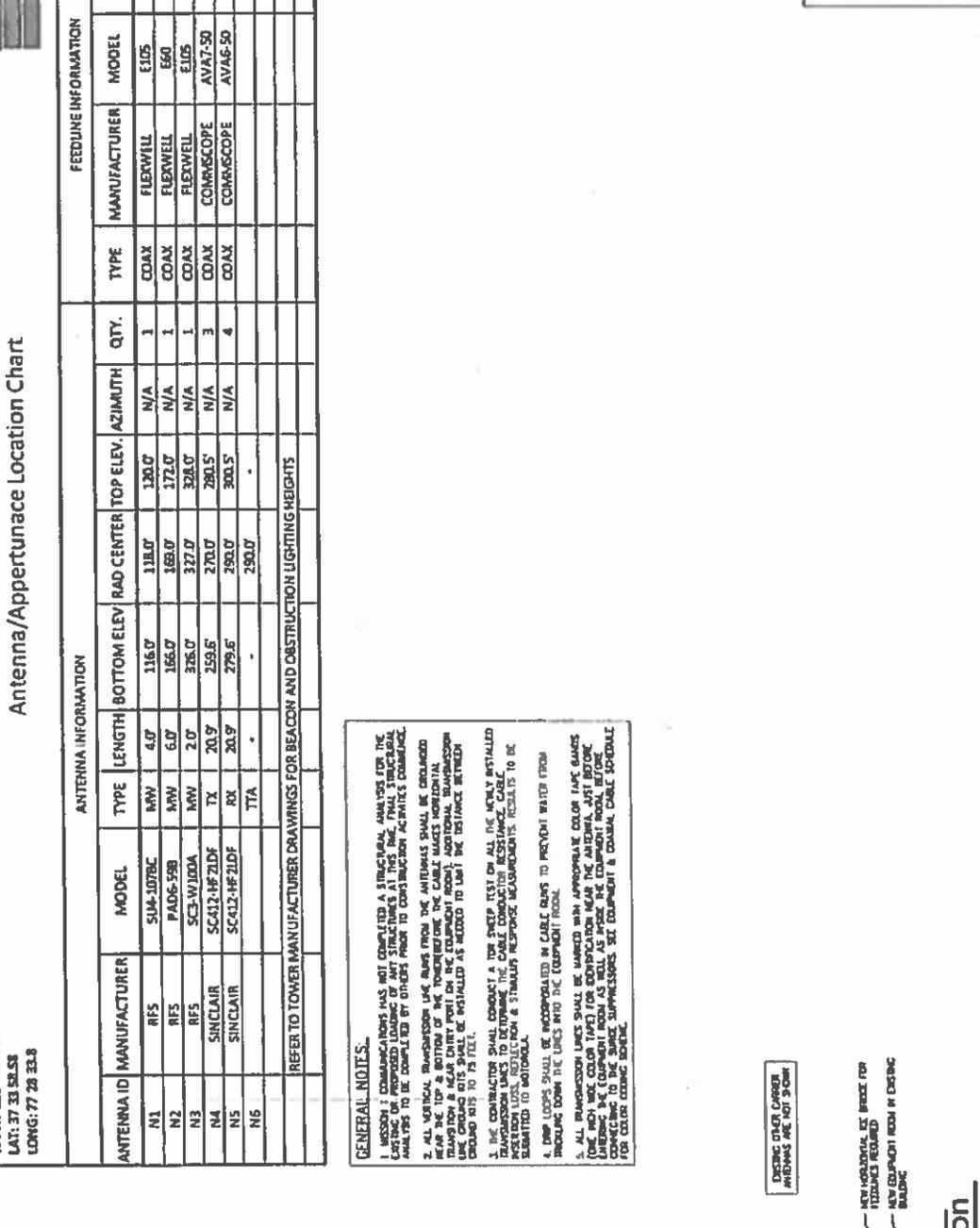
GENERAL NOTES:

1. ALL COMMUNICATIONS MUST BE COMPLETED & STRUCTURAL ANALYSES FOR THE PROPOSED ANTENNAS TO BE COMPLETED BY THE CONTRACTOR PRIOR TO COMMENCING ANY CONSTRUCTION. ALL STRUCTURAL ANALYSES TO BE COMPLETED BY OTHERS PRIOR TO COMMENCING ANY CONSTRUCTION.
2. ALL VERTICAL BRACKETS MUST BE MADE FROM THE ANTENNAS SHALL BE ORIENTED HORIZONTAL TO THE BOTTOM OF THE TOWER. THE CABLE SHALL BE HORIZONTAL TO THE TOWER & CLEAR EVERY POINT ON THE EQUIPMENT ROOM. ADDITIONAL BRACKETS USE ORANGE RITS SHALL BE INSTALLED AS NEEDED TO LIMIT THE DISTANCE BETWEEN ORANGE RITS TO 75 FEET.
3. THE CONTRACTOR SHALL CONDUCT A TOWER SWEEP TEST ON ALL THE NEWLY INSTALLED ANTENNAS TO DETERMINE THE CABLE CORRELATION. THE CORRELATION RESULTS SHALL BE SUBMITTED TO MOTOROLA.
4. DWP LOGS SHALL BE INCORPORATED IN CABLE RITS TO PREVENT WATER FROM PENETRATING THE RITS INTO THE EQUIPMENT ROOM.
5. ALL BRACKETS SHALL BE MARKED WITH APPROPRIATE COLOR TAPE GAUGES TO IDENTIFY THE ANTENNA. THE GAUGES SHALL BE INSTALLED PRIOR TO THE COMMENCEMENT OF THE EQUIPMENT ROOM AS WELL AS PRIOR TO THE COMMENCEMENT OF THE EQUIPMENT ROOM. BEFORE CONNECTING TO THE SOURCE SUPPRESSORS, SET EQUIPMENT & CABLE SCHEDULE FOR COLOR CODING SCHEME.

EXISTING OTHER CARRIER ANTENNAS ARE NOT SHOWN

NEW ANTENNAS BE BRENCE FOR HEIGHTS REQUIRED
NEW EQUIPMENT ROOM IF EXISTING BUILDING

1 Tower Elevation
NOT TO SCALE



PRELIMINARY
NOT FOR
CONSTRUCTION

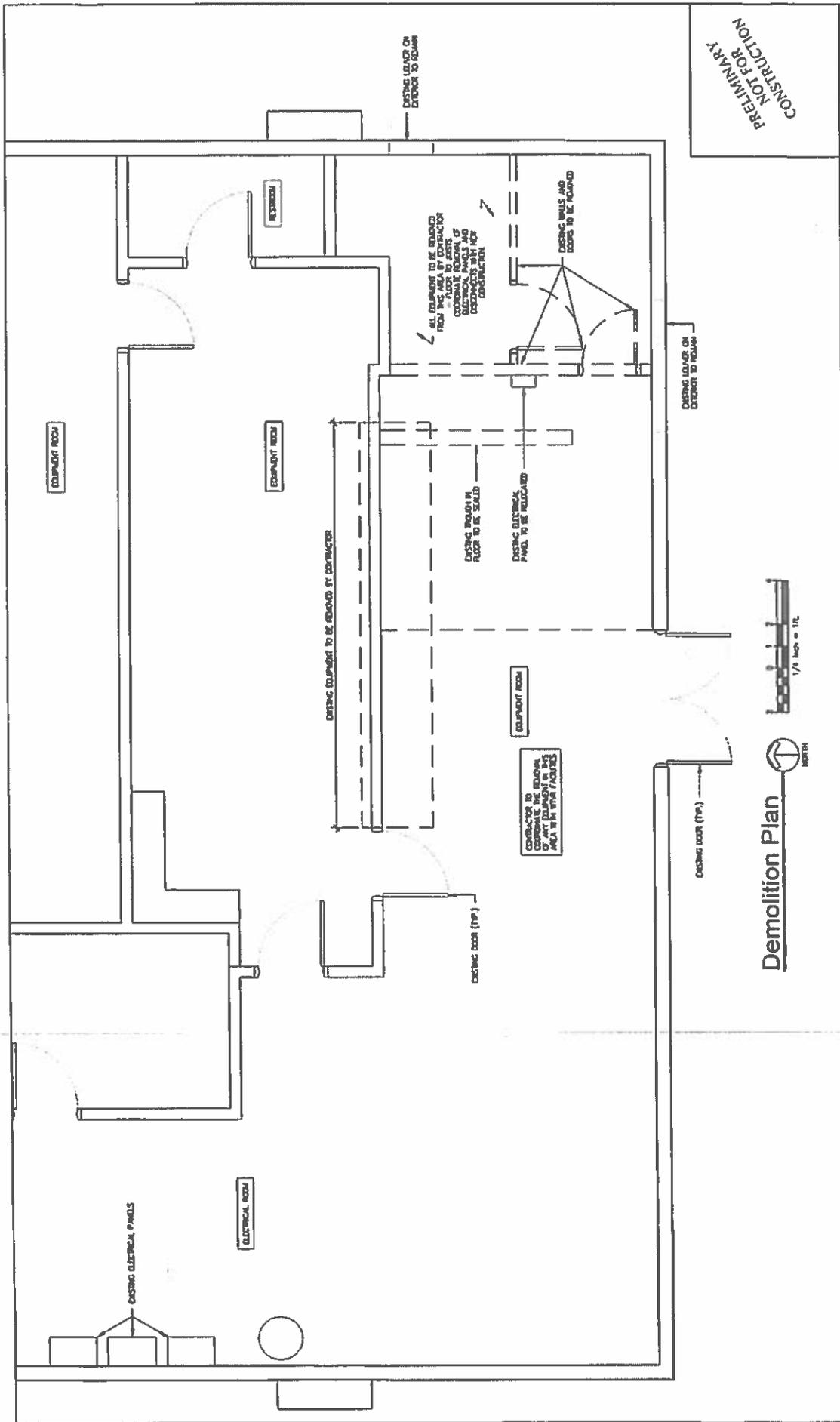
THE MAKING OF COPIES AND THE USE OF THIS DRAWING FOR ANY PURPOSE OTHER THAN THAT AUTHORIZED BY THE CONTRACTOR IS PROHIBITED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION CONTAINED HEREIN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION CONTAINED HEREIN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION CONTAINED HEREIN.

TOWER ELEVATION AND ANTENNA INFORMATION
C-3.1
WTVR CUTSHEET
RICHMOND, VA 23220



REV	DATE	BY	CHK	APPV
C	07-20-11	CSAD	FOR	REVIEW
B	07-14-11	CSAD	FOR	REVIEW
A	07-22-10	CSAD	FOR	REVIEW
1	04-14-10	CSAD	FOR	REVIEW

RAYSTONS



PRELIMINARY
NOT FOR
CONSTRUCTION

THIS DRAWING IS UNLESS OTHERWISE NOTED TO BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODES AND THE NATIONAL ELECTRICAL CODE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE EXISTING CONDITIONS OF THE WORK.

DEMOLITION PLAN
A-1.1
WVVR
CUTSHAW AVE
RICHMOND, VA 23230

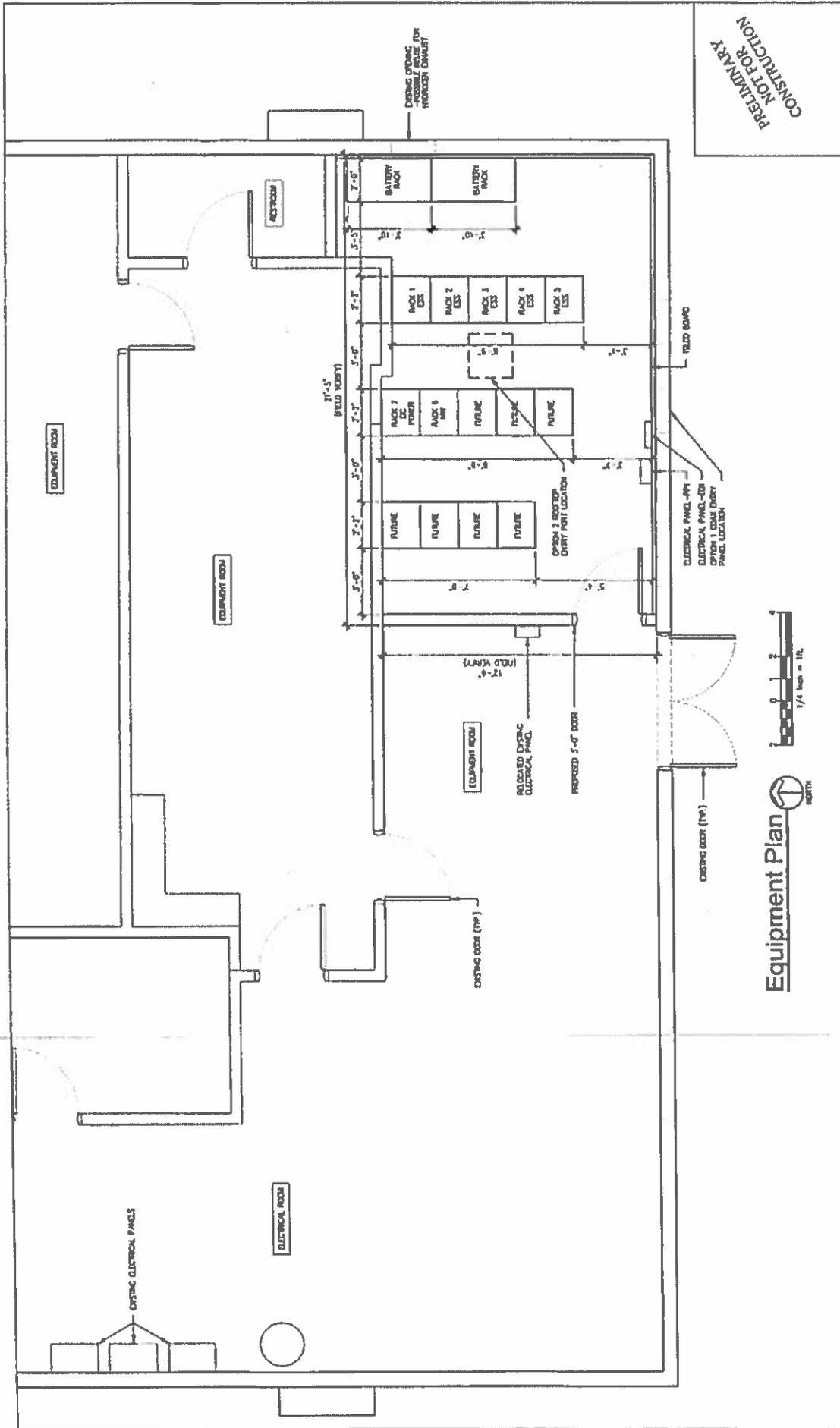
PYRAMID
CONSTRUCTION SERVICES, LLC

MOTOROLA SOLUTIONS

MISSION!
CONSTRUCTION SERVICES, LLC

Demolition Plan
1/4" inch = 1 ft.
NORTH

NO.	DATE	BY	CHK	APP'D	REVISIONS
C	02-26-17				ISSUED FOR REVIEW
B	02-07-17				ISSUED FOR REVIEW
A	02-22-16				ISSUED FOR REVIEW



PRELIMINARY
NOT FOR
CONSTRUCTION

THIS DRAWING IS THE PROPERTY OF PYRAMID SERVICES, LLC. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. NO PART OF THIS DRAWING IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF PYRAMID SERVICES, LLC. IN THE EVENT OF A DISCREPANCY BETWEEN THIS DRAWING AND ANY OTHER DOCUMENT, THIS DRAWING SHALL PREVAIL.

A-3.1

WTVR
CUTSHAW AVE
RICHMOND, VA 23230

EQUIPMENT PLAN

PYRAMID **MOTOROLA**
Network Services, LLC SOLUTIONS

MISSION 1
COMMUNICATIONS SERVICES, LLC
10000 Commonwealth Drive, Suite A
Falls Church, VA 22044

Equipment Plan NORTH
1/4" = 1'-0"

NO.	DATE	BY	CHKD	APP'D
1	08-21-16	SS/SG	FOR REVIEW	
2	08-21-16	SS/SG	FOR REVIEW	
3	08-21-16	SS/SG	FOR REVIEW	
4	08-21-16	SS/SG	FOR REVIEW	

EXHIBIT D

Tenant shall be required to meet the insurance requirements set forth in this Exhibit D as follows:

- A. **Minimum Limits.** The minimum limits of required insurance shall in no event limit the liability obligations of Tenant under this Agreement. Required limits may be met through a combination of primary insurance and follow-form Excess/Umbrella Liability Insurance.
- B. **Deductibles and Self-Insured Retentions.** All deductibles and self-insured retentions for the required insurance in this Exhibit D shall be at Tenant's sole risk and expense.
- C. **Insurance Policy Ratings, Licenses, and Notifications.** All insurance required in this Exhibit D shall be licensed, authorized or permitted to do business in the state in which the Premises are located. Landlord shall be provided with at least thirty (30) days prior written notice of the cancellation, termination, non-renewal or reduction in coverage of any policy if, as a result of such change in coverage, the minimum insurance requirements of this Exhibit D will no longer be met.
- D. **Additional Insureds.** All insurance required in this Exhibit D, except for Workers' Compensation, Employer's Liability, Cyber Liability and Technology Liability Errors and Omissions, and Professional Liability, shall be endorsed to include Owner, Landlord and their respective parents, owners, partners, subsidiaries, affiliates, agents, successors and assignees as now exist or are hereafter constituted, and all of their employees, directors, officers, shareholders, members, managers, direct or indirect principals, trustees, representatives, invitees, guests and any parties reasonably designated by Landlord in writing (the "Landlord Parties") as additional insureds for purposes of this Agreement.
- E. **Equipment and Materials.** The Landlord Parties are not responsible for any loss or damage caused to the equipment, materials or property belonging to Tenant, its employees or Tenant Related Parties, as that term is defined below.
- F. **Written Agreements.** Tenant shall enter into written agreements with each agent, contractor, subcontractor, consultant and vendor (the "Tenant Related Parties") used by Tenant for purposes of this Agreement, which require such Tenant Related Parties to obtain and maintain insurance meeting the requirements of this Exhibit D before performing work for purposes of this Agreement. Any exceptions must be agreed to in writing by Landlord before any Tenant Related Parties are allowed on site or begin performing any work.
- G. **Certificates of Insurance.** Tenant shall submit certificates of insurance for all insurance required in this Exhibit D, including certificates of insurance for Tenant Related Parties, and including additional insured and waiver of subrogation endorsements, where applicable to Landlord at least thirty (30) days prior to the commencement of any work for purposes of this Agreement, or the entry of Tenant, its employees and/or Tenant Related Parties on the Premises, and upon renewal of each insurance policy. Submit certificates of

insurance to: [Tribune Media Company, Risk Management Dept., 515 N. State Street, Suite 2400, Chicago, IL 60654].

H. **Required Insurance.** Tenant shall maintain, at Tenant's own expense, insurance coverage to include the following, and, subject to the terms of Section 25 of the Agreement, such additional coverages as may be reasonably required by Landlord and/or any lender if applicable, through the entire term of this Agreement, and for any insurance written on a claims-made basis, for a period of two (2) years following the completion or termination of this Agreement, and any insurance written on a claims-made basis shall have a retroactive date prior to the date the Tenant first performs any obligations for purposes of this Agreement:

- i. Commercial General Liability Insurance including bodily injury and property damage, personal and advertising injury liability, independent contractor coverage, contractual liability, products/completed operations liability, severability of interests, explosion, collapse and underground work coverage, work within fifty feet of railroad coverage (if applicable), and no limitation of liability to the amount of any workers' compensation benefits paid, with minimum combined single limits of One Million Dollars (\$1,000,000) each occurrence and Two Million Dollars (\$2,000,000) in general aggregate, written on an occurrence basis on ISO policy form CG 00 01 12 07 or any later form providing substantially equivalent or broader coverage, and including automatic blanket additional insured endorsements covering Tenant's ongoing operations, completed operations, and access to and use of the Premises.
- ii. Workers' Compensation Insurance covering Tenant's employees as required by law and Employer's Liability Insurance with a minimum limit of One Million Dollars (\$1,000,000) each accident and each employee for disease.
- iii. Business/Commercial Automobile Liability Insurance including bodily injury and property damage, and covering all owned, non-owned and hired vehicles, with a minimum combined single limit of One Million Dollars (\$1,000,000) each accident.
- iv. Excess/Umbrella Liability Insurance with a minimum limit of Ten Million Dollars (\$10,000,000) each occurrence and in the aggregate, written on a follow-form basis to the Commercial General Liability, Employer's Liability, and Automobile Liability Insurance policies, and such policies shall be scheduled as underlying insurance on the Excess/Umbrella liability Insurance policy.

Summary report:	
Litera® Change-Pro for Word 10.1.0.800 Document comparison done on 1/16/2020 6:30:59 PM	
Style name: Form 1	
Intelligent Table Comparison: Active	
Original DMS: iw://NAACTIVE/NAACTIVE/213809846/1	
Modified DMS: iw://NAACTIVE/NAACTIVE/213809846/3	
Changes:	
Add	77
Delete	42
Move From	6
Move To	6
Table Insert	0
Table Delete	0
Table moves to	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	131