

## **AGREEMENT AND DEED OF LEASE**

THIS AGREEMENT AND DEED OF LEASE (this "Agreement") is made this 14<sup>th</sup> 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. 2020-136 approved**

**by City Council on JUNE 22, 2020**

By: Lenora G. Reid

Name: LENORA G. REID

Title: Acting Chief Administrative Officer

Date: 7/7/2020

**APPROVED AS TO FORM**

[Signature]  
**Senior Assistant City Attorney**

**Approved as to Terms:**

[Signature]  
**Department of Emergency Communications**

**LANDLORD:**

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

By: [Signature]

Name: Stephan B. Hayer

Title: General Manager

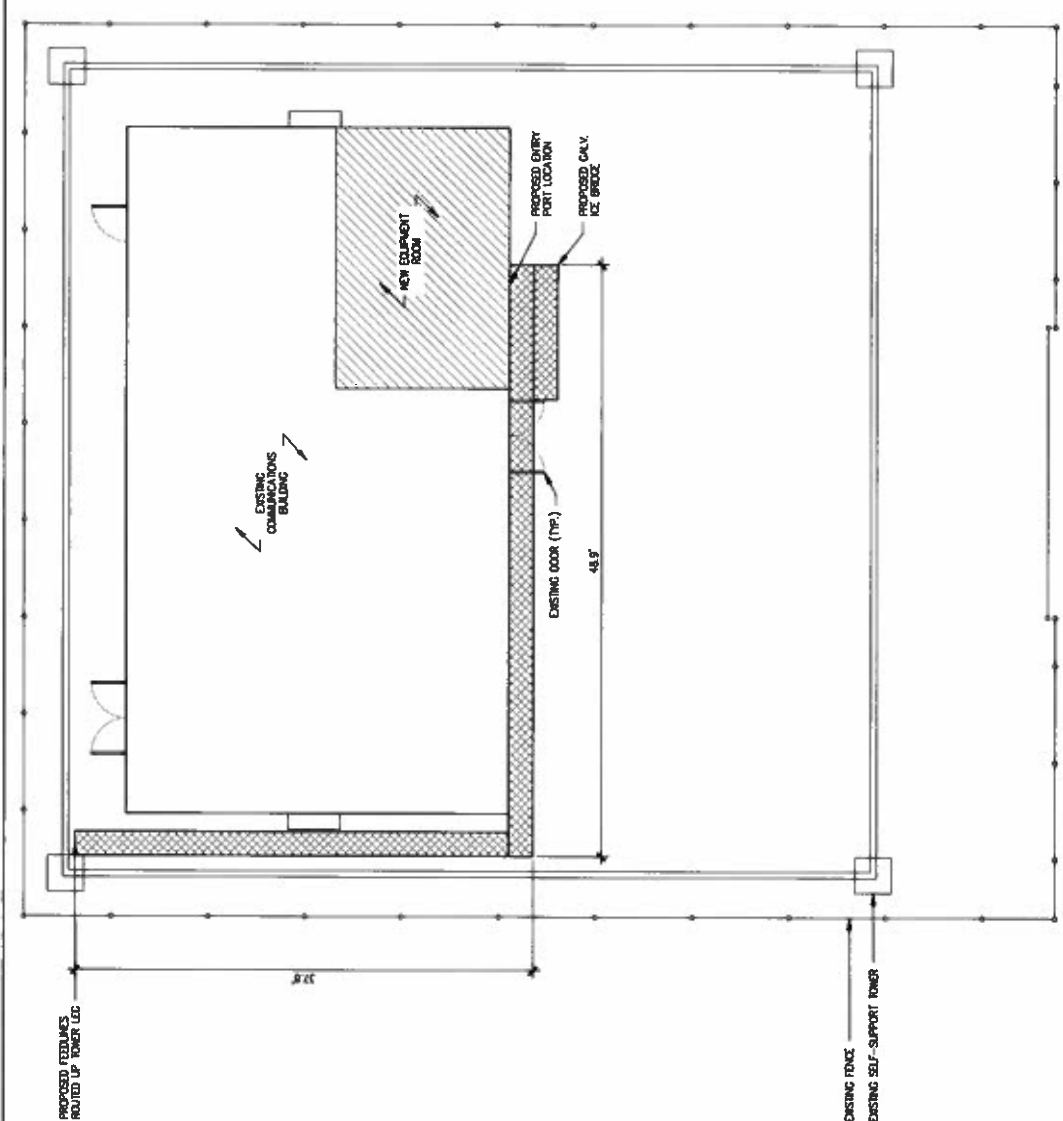
Date: 4/14/2020

## **EXHIBIT A**

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



- GENERAL NOTES.**
1. PROPERTY OFFSETS ARE APPROXIMATE. FINAL LOCATION OF COMPOUND TO BE DEVELOPED FROM TOWER 6.
  2. PROPERTY LINES SHOWN ARE BASED ON A MAP FROM THE CITY OF RICHMOND GEOGRAPHIC 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.
  3. THE LOCATION, SIZE & TYPE OF MATERIAL OF EXISTING UTILITIES INDICATED ON THE PLANS IS NOT REPRESENTED AS BEING ACCURATE, SUFFICIENT OR COMPLETE. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO LOCATE, IDENTIFY AND MARK THE LOCATION OF ALL SUCH UTILITIES, INCLUDING THE SERVICE CONNECTIONS TO UNDERGROUND UTILITIES. PRIOR TO CONSTRUCTION THE CONTRACTOR SHALL NOTIFY THE UTILITY COMPANIES OF HIS OPERATIONAL PLANS & SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE COMPANIES' DETAIL INFORMATION & ASSISTANCE RELATIVE TO THE LOCATION OF THEIR FACILITIES & THE WORKING SCHEDULE OF THE COMPANIES FOR THE EXISTING UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES ENCOUNTERED DURING CONSTRUCTION. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE UTILITY COMPANY OF JERRECTION. THE ENGINEER SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES & SERVICES SHALL BE RESERVED 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 R-58 STANDARDS, MOST CURRENT REVISION.



**Enlarged Site Plan (Option 1)**

**PRELIMINARY  
NOT FOR  
CONSTRUCTION**

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

THIS DRAWING IS COPYRIGHTED AND IS THE SOLE PROPERTY OF PYRAMID NETWORK SERVICES, LLC. 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 ENGINEER.

THIS IS A RELEASED OF LAR FOR ANY ACTION OF THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES & SERVICES SHALL BE RESERVED TO SERVICE AT ONCE & PAID FOR BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE CONTRACT.

**C-1.1**

ENLARGED SITE PLAN (OPTION 1)

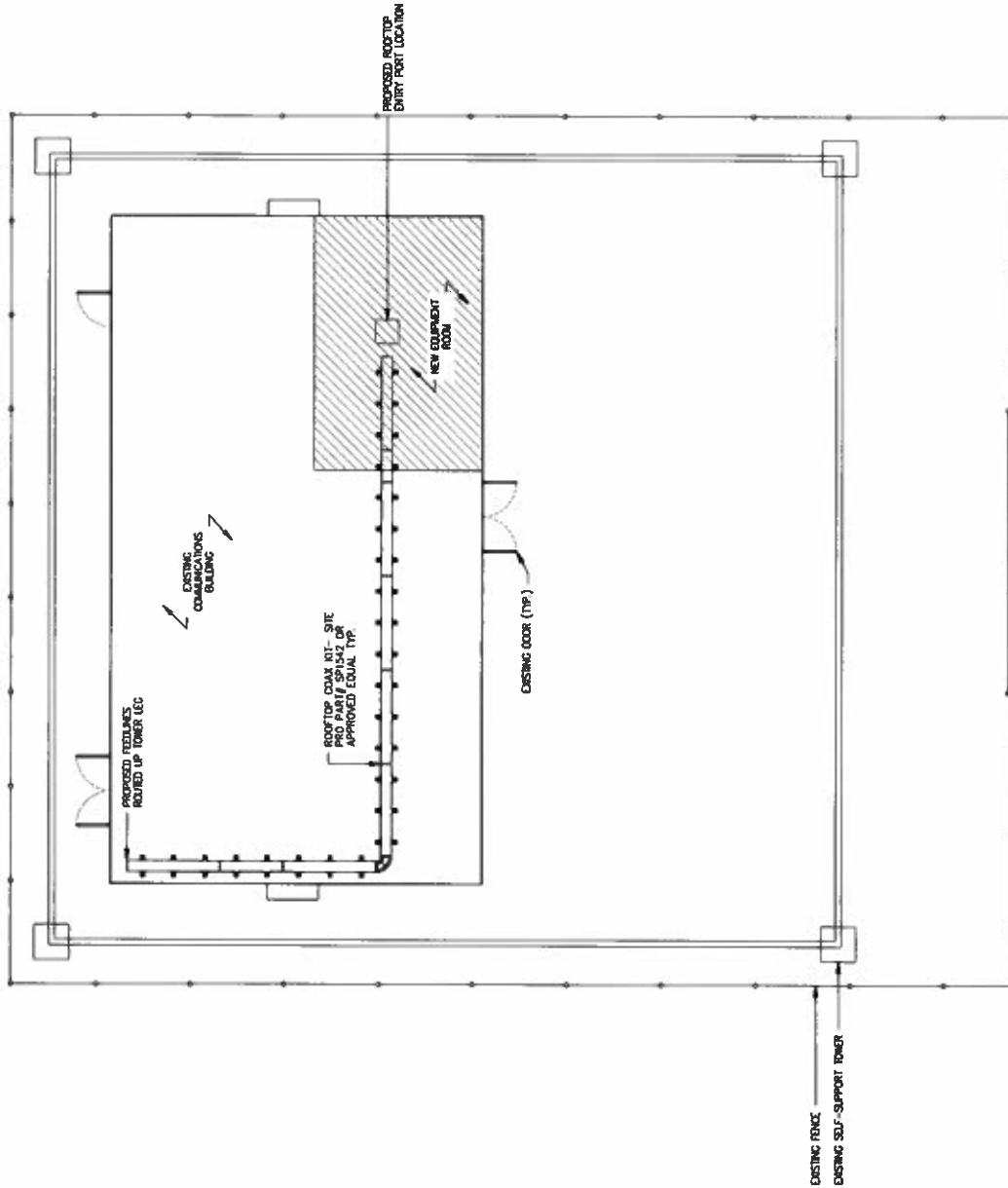
WTVR  
CUTSHAW AVE  
RICHMOND, VA 23230

**MISSION 1**  
4441  
6205 Constitution Drive, Suite A  
Fort Myers, FL 33904

NO.	DATE	REVISIONS
C	06-20-17	ISSUED FOR REVIEW
B	06-21-17	ISSUED FOR REVIEW
A	06-22-16	ISSUED FOR REVIEW
BT		DIS. APPD

**GENERAL NOTES:**

1. PROPERTY OFFSETS ARE APPROXIMATE. FINAL LOCATION OF COMPOUND TO BE DEVELOPED FROM TOWER &
2. PROPERTY LINES SHOWN ARE BASED ON A MAP FROM THE CITY OF RICHMOND GEOGRAPHIC 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.
3. THE LOCATION, SIZE & TYPE OF MATERIAL OF EXISTING UTILITIES INDICATED ON THE PLANS IS NOT REPRESENTED AS BEING ACCURATE. SUFFICIENT OR REASONABLE DUE DILIGENCE SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO DETERMINE THE ACTUAL LOCATION OF ALL SUCH UTILITIES, INCLUDING THE SERVICE CONNECTIONS TO UNDERGROUND UTILITIES. PRIOR TO CONSTRUCTION THE CONTRACTOR SHALL NOTIFY THE UTILITY COMPANIES CONCERNED. THE CONTRACTOR SHALL OBTAIN FROM THE RESPECTIVE UTILITY COMPANIES DETAILED INFORMATION & ASSISTANCE RELATIVE TO THE LOCATION OF THEIR FACILITIES & THE EXISTING SCHEDULE OF THE COMPANIES FOR THE REPAIR OR REPLACEMENT OF THE FACILITIES. IN THE EVENT AN UNEXPECTED UTILITY INTERFERENCE IS ENCOUNTERED DURING CONSTRUCTION, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE UTILITY COMPANIES CONCERNED. THE CONTRACTOR SHALL ALSO BE IMMEDIATELY NOTIFIED ANY SUCH SERVICES SHALL BE RESORTED 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 R-58 STANDARDS, MOST CURRENT REVISION.



**Enlarged Site Plan (Option 2)**



**PRELIMINARY  
NOT FOR  
CONSTRUCTION**

ANY DISCREPANCIES BETWEEN THIS DRAWING PACKAGE AND EXISTING FIELD CONDITIONS SHALL BE REPORTED TO THE ENGINEER OF RECORD PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.

THE ENGINEER OF RECORD HAS NOT CONDUCTED A VISUAL SURVEY OF THE SITE. IT IS ASSUMED THAT THE INFORMATION CONTAINED HEREIN IS ACCURATE AND THAT THE ENGINEER OF RECORD HAS NOT CONDUCTED A VISUAL SURVEY OF THE SITE. IT IS ASSUMED THAT THE INFORMATION CONTAINED HEREIN IS ACCURATE AND THAT THE ENGINEER OF RECORD HAS NOT CONDUCTED A VISUAL SURVEY OF THE SITE.

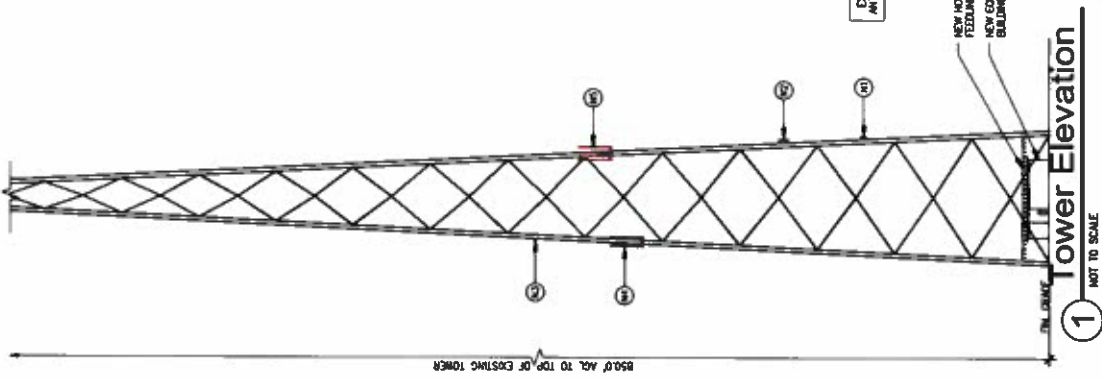
**C-1.2**  
ENLARGED SITE PLAN (OPTION 2)  
WTVR  
CUTSHAW AVE  
RICHMOND, VA 23230



REVISIONS		BY	CHK	APP
C-10-20-17	ISSUED FOR REVIEW	MM	MM	
B-01-01-17	ISSUED FOR REVIEW	MM	MM	
A-04-22-16	ISSUED FOR REVIEW	MM	MM	
01	DATE			

WTVR-850' TOWER  
LAT: 37 33 58.58  
LONG: 77 28 33.8

E = EXISTING  
N = NEW  
F = FUTURE



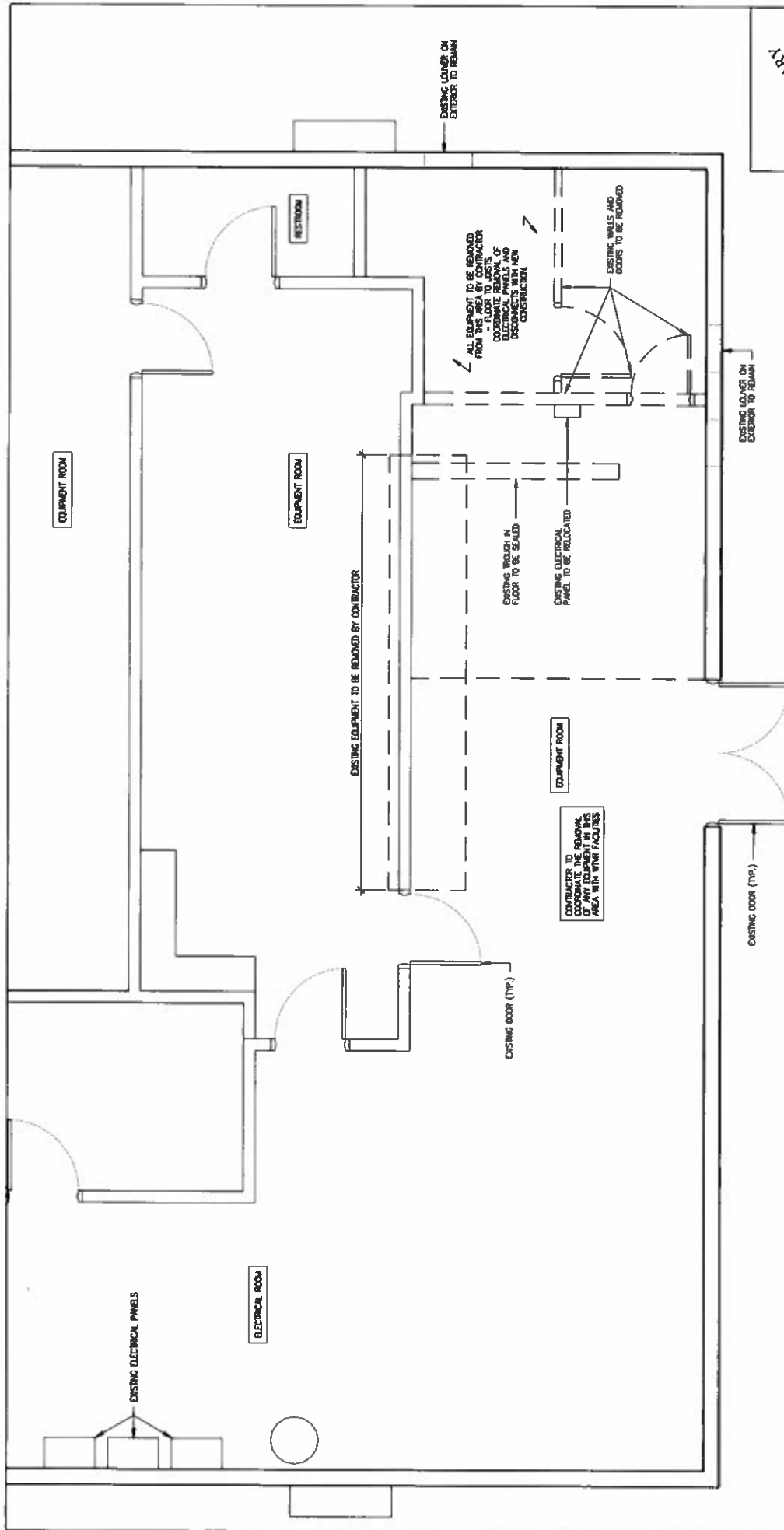
**GENERAL NOTES:**

- MISSION 1 COMMUNICATIONS HAS NOT COMPLETED A STRUCTURAL ANALYSIS FOR THE EXISTING OR PROPOSED LOADING OF ANY STRUCTURES AT THIS TIME. FINAL STRUCTURAL ANALYSIS TO BE COMPLETED BY OTHERS PRIOR TO CONSTRUCTION ACTIVITIES COMMENCE.
- ALL VERTICAL TRANSMISSION LINE RUNS FROM THE ANTENNAS SHALL BE GROUNDED NEAR THE TOP & BOTTOM OF THE TOWER(BEFORE THE CABLE MAKES HORIZONTAL TRANSMISSION & NEAR ENTRY PORT ON THE EQUIPMENT ROOM). ADDITIONAL TRANSMISSION LINE GROUND RIGS SHALL BE INSTALLED AS NEEDED TO LIMIT THE DISTANCE BETWEEN GROUND RIGS TO 75 FEET.
- THE CONTRACTOR SHALL CONDUCT A TOR SNEEP TEST ON ALL THE NEWLY INSTALLED TRANSMISSION LINES USED TO DETERMINE THE CABLE CONDUCTOR RESISTANCE CABLE INSTALLATION SHALL BE TESTED TO DETERMINE THE CABLE CONDUCTOR RESISTANCE. RESULTS TO BE SUBMITTED TO MOTOROLA.
- OVER LOOPS SHALL BE INCORPORATED IN CABLE RUNS TO PREVENT WATER FROM TRICKLING DOWN THE LINES INTO THE EQUIPMENT ROOM.
- ALL TRANSMISSION LINES SHALL BE MARKED WITH APPROPRIATE COLOR TAPE BANDS (ONE INCH WIDE COLOR TAPE) FOR IDENTIFICATION NEAR THE ANTENNA. JUST BEFORE THE ANTENNA, THE CABLE SHALL BE MARKED WITH APPROPRIATE COLOR TAPE BANDS CONNECTING TO THE CABLE SUPPRESSORS. SEE EQUIPMENT & CABLE SCHEDULE FOR COLOR CODING SCHEME.

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	514-1078C	MAW	4.0'	116.0'	118.0'	120.0'	N/A	1	COAX	FLEXWELL	E105	1.3"	1
N2	RFS	PAD6-598	MAW	6.0'	166.0'	169.0'	172.0'	N/A	1	COAX	FLEXWELL	E60	2"	1
N3	RFS	SC3-W100A	MAW	2.0'	326.0'	327.0'	328.0'	N/A	1	COAX	FLEXWELL	E105	1.3"	1
N4	SINCLAIR	SC412-HF2LDF	TX	20.9'	259.6'	270.0'	280.5'	N/A	3	COAX	COMMSCOPE	AVA7-50	1-5/8"	3
N5	SINCLAIR	SC412-HF2LDF	RX	20.9'	279.6'	290.0'	300.5'	N/A	4	COAX	COMMSCOPE	AVA6-50	1-1/4"	4
N6		TTA	-	-	-	290.0'	-							
REFER TO TOWER MANUFACTURER DRAWINGS FOR BEACON AND OBSTRUCTION LIGHTING HEIGHTS														

PRELIMINARY  
NOT FOR  
CONSTRUCTION

C-02-20-17 ISSUED FOR REVIEW		DATE	1/14/17	BY	CH	APP
B-02-20-17 ISSUED FOR REVIEW		DATE	1/14/17	BY	CH	APP
A-02-22-18 ISSUED FOR REVIEW		DATE	1/14/17	BY	CH	APP
REVISIONS		DATE		BY	CH	APP
MISSION 1		6555 Quantification Drive, Suite A Fort Myers, FL 33907				
PYRAMID Network Services, LLC		MOTOROLA SOLUTIONS				
TOWER ELEVATION AND ANTENNA INFORMATION		C-3.1				
WTVR CUTSHAW AVE RICHMOND, VA 23230						
THIS DRAWING IS COPYRIGHTED AND IS THE SOLE PROPERTY OF MISSION 1. IT IS TO BE USED ONLY FOR THE PROJECT AND ITS ANTENNAS. NO PART OF THIS DRAWING IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, WITHOUT THE WRITTEN PERMISSION OF THE OWNER. IT IS A VIOLATION OF LAW FOR ANY PERSON TO REPRODUCE OR TRANSMIT THIS DRAWING OR ANY PART OF IT WITHOUT THE WRITTEN PERMISSION OF MISSION 1.						



Demolition Plan

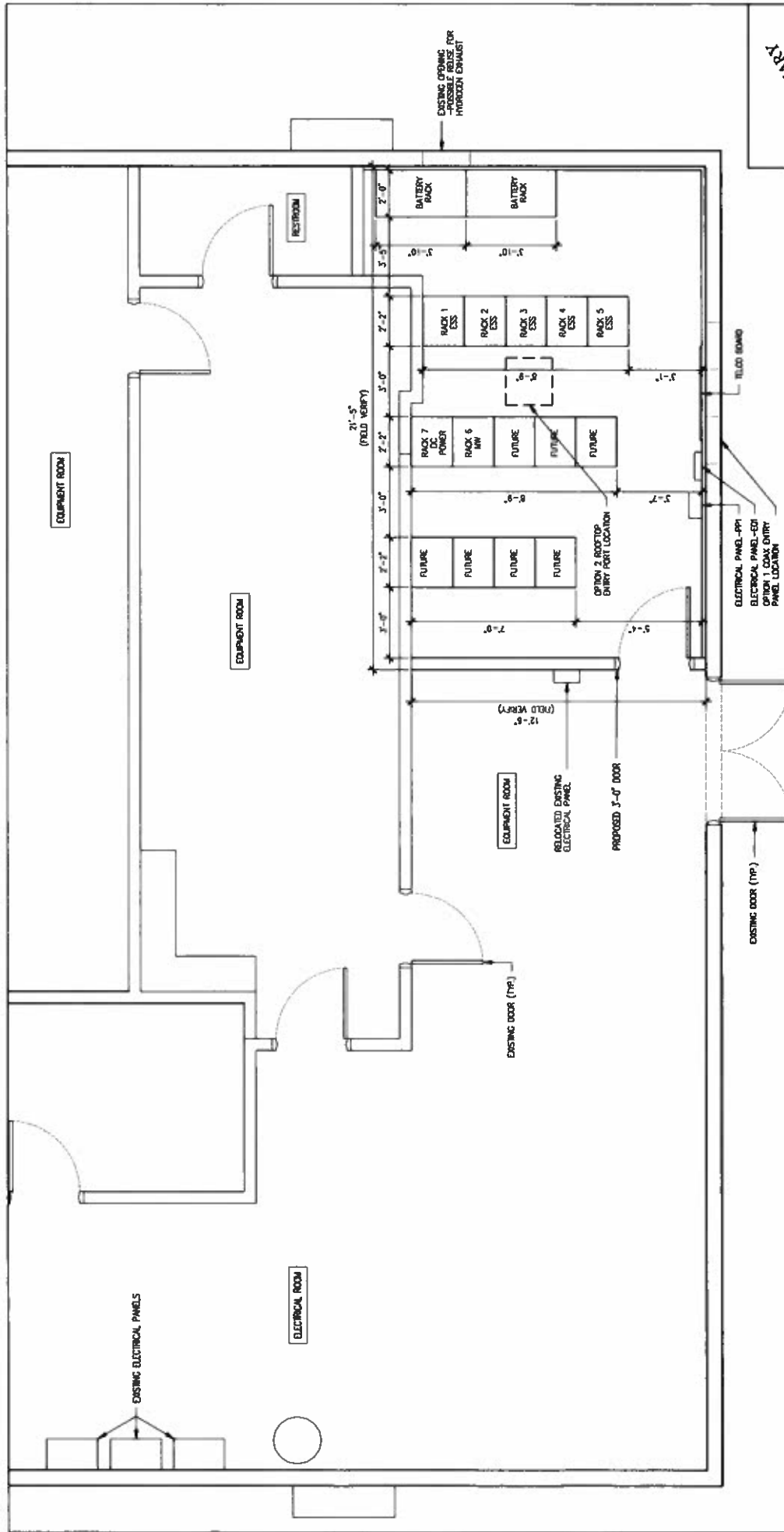
1/4" inch = 1ft.

NORTH

PRELIMINARY  
NOT FOR  
CONSTRUCTION

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Equipment Plan



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<div>             C 10-20-17 ISSUED FOR REVIEW              B 10-20-17 ISSUED FOR REVIEW              A 10-22-16 ISSUED FOR REVIEW           </div>	<div>             MMJ/MLA              MMJ/MLA              MMJ/MLA           </div>	<div>             BT              OK APPD           </div>	<div>             REVISIONS           </div>	<div>             DATE           </div>	<div>             67           </div>	<div>             67           </div>	<div>             67           </div>	<div>             67           </div>	<div>             67           </div>

**EXHIBIT B**

**[Turris Plans]**



PROJECT:  
**STRUCTURAL ANALYSIS**  
of  
**761ft Self Support Tower**

CUSTOMER:  
**WTKR/WGNT, Tribune Media DOC**

SITE:  
**Richmond, VA**

TURRIS FILE:  
**17-0349R1**  
**December 11, 2017**



**Turriss Project: 17-0349R1  
December 11, 2017**

**STRUCTURAL ANALYSIS OF**

**761ft Self Support Tower**

**at Richmond, VA**

**FOR:**

**WTKR/WGNT, Tribune Media DOC**

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

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Reviewed By: Tony Fonseca, P.E.  
Turriss Engineering Inc.  
9 Apple Lane, Moorestown, NJ 08057  
Phone: (856) 206-9561 Fax: (856) 206-0479 Mob: (803) 873-1562



**Turris Project: 17-0349R1**  
**December 11, 2017**

### **Introduction:**

The structural analysis of the existing 761 ft self-supporting tower at Richmond, VA, is submitted for your attention. As requested by WTKR/WGNT, we analyzed the tower with the following existing and future/ proposed load conditions:

<b>Elev. (ft)</b>	<b>Appurtenance</b>	<b>Line</b>	<b>Carrier</b>	<b>Status</b>
TOP	(1) ERI SHPX-6AC	(1) 3"	iheartmedia WTVR-FM	Previously proposed
TOP	-	(1) 1-5/8"	-	Existing
TOP	-	(1) 1-3/4"	-	Existing
TOP	-	(1) 3/4"	-	Existing
726-744	(1) 8 elements Dipole	(1) 7/8"	-	Existing
705-723	(1) 8 elements Dipole	(1) 7/8"	-	Existing
682-700	(1) 8 elements Dipole	(1) 7/8"	-	Existing
659-669	(1) 10' Whip	(1) 7/8"	-	Existing
<b>650</b>	<b>(1) Dielectric TFU-16WB</b>	<b>(1) 4"</b>	<b>WTKR-TV</b>	<b>Proposed</b>
643-663	(1) 20' Whip	(1) 1-5/8"	-	Existing
643-653	(1) 10' Whip	(1) 2-3/8"	-	Existing
619-639	(1) 20' Whip	(1) 2-3/8"	-	Existing
415	Platform	(1) 1-7/8"	Tower Equipment	Existing
411-421	(1) 10' Whip	(1) 7/8"	-	Existing
411-429	(1) 8 elements Dipole	(1) 7/8"	-	Existing
411-429	(1) 8 elements Dipole	(1) 7/8"	-	Existing
411-429	(1) 8 elements Dipole	(1) 7/8"	-	Existing
411	(1) 4' Dish w/ radome	(1) EW63	-	Existing
411	(1) 2' Dish w/ radome	(1) RG6	-	Existing
<b>331</b>	<b>(1) Ice shield (MDSQ)</b>	-	<b>Altairis</b>	<b>Proposed</b>
<b>327</b>	<b>(1) SC3-W100AC (3' HP Dish) (Az. 96)</b>	<b>(1) E105</b>	<b>Altairis</b>	<b>Proposed</b>
307	(1) 8' Dish w/ radome	(1) EW63	-	Existing
<b>290-311</b>	<b>(4) Sinclair SC412-HF2LDF</b>	<b>(4) AT114J50</b>	<b>Altairis</b>	<b>Proposed</b>
<b>287</b>	<b>(2) TTAs (Bird 437-831-01-T)</b>	<b>(2) AT012J50</b>	<b>Altairis</b>	<b>Proposed</b>
283-295	(1) 12' Whip	(1) 7/8"	-	Existing
<b>270-291</b>	<b>(3) Sinclair SC412-HF2LDF</b>	<b>(3) AT158J50</b>	<b>Altairis</b>	<b>Proposed</b>
<b>240</b>	<b>(1) Ice shield 73"x63" (ISMD-6)</b>	-	<b>Altairis</b>	<b>Proposed</b>
<b>235</b>	<b>(1) UHX6-59C (6' Dish) (Az. 248)</b>	<b>(2) E60</b>	<b>Altairis</b>	<b>Proposed</b>
227	(1) 8' Dish w/ radome	(1) EW127A	WTVR-STL	Existing
159	Platform	(1) Cat5	-	Existing
155	(1) Yagi	(1) 7/8"	FM	Existing
155	(1) 4' Grid dish	(1) 7/8"	FM	Existing
<b>155</b>	<b>(1) 4' Andrew dish</b>	<b>(1) EW127A</b>	-	<b>To be removed</b>
<b>110</b>	<b>(1) Ice shield 73"x63" (ISMD-6)</b>	-	<b>Altairis</b>	<b>Proposed</b>
<b>105</b>	<b>(1) SU6-107BC (Az. 126)</b>	<b>(1) E105</b>	<b>Altairis</b>	<b>Proposed</b>

We trust the analysis and recommendations presented in the report will meet your requirements. However, please do not hesitate to contact us if you have any questions, or require any further information regarding this study.

### **1.0 Terms of Reference:**

The following documents and drawings were examined:

Previous Analysis by Others:	Structural Systems Technology Inc. (Contract #87-132) dated April 7, 1987
Previous Analysis by Turriss:	Structural Analysis (File: 15-1044) dated Feb. 16, 2016
Tower Profile:	Dwg. No. 87-132-002 (Sheets 1-2) by Structural Systems Technology Inc. dated June 18, 1987 Dwg. No. 87-132-200 (Sheets 1-3) by Structural Systems Technology Inc. dated February 23, 1988 Dwg. No. 87-132-300 (Sheets 1-5) by Structural Systems Technology Inc. dated February 23, 1988
Tower Foundations:	Dwg. No 1 by Lane & Sadler Consulting Engineers (Contract No. C46) dated 1952 Structural Analysis Report by Structural Systems Technology Inc. dated April 7, 1987 Dwg. No. 87-132-200 (Sheets 4-5) by Structural Systems Technology Inc. dated February 23, 1988
Antenna Inventory:	Site Visit by Turriss Engineering Inc. dated February 15, 2012

### **2.0 Analysis Parameters:**

• Standard:	ANSI/TIA-222-G-2-2009 Add.2
• Basic Wind Speed:	90.00 mph (Richmond, VA)
• Basic Wind Speed With Ice:	30.00 mph
• Design Ice Thickness:	0.75 in
• Structure Class:	II
• Exposure Category:	B
• Topographic Category:	I

### **3.0 Assumptions:**

The validity and accuracy of this analysis are predicated on and bounded by the following set of engineering assumptions. They are listed to help the customer to understand the assumptions that are made in the preparation of this study. The customer is hereby advised to thoroughly review them, and to contact the engineers as needed for further explanations and clarifications of these assumptions. If these assumptions do not accurately represent the existing tower conditions, the engineer must be notified so that appropriate changes can be made to the analysis, conclusions, and recommendations:

- All documents as referred to by this report are considered valid for the purpose of the analysis.
- Appendix A shows the tower profile, along with the antennas, transmission lines and ancillary loading considered in this analysis.
- All members are assumed non-corroded and yield strength as per profiles.

### **3.0 Assumptions (Cont'd):**

- Due to lack of details of the existing leg reinforcement, all reinforced leg tension capacities are assumed to be 90% of reinforced leg compression capacity.
- Assume anchor bolt grade to be A36 or better.
- The EPA (effective project area) of the top pole is assumed to be 65.4 sqft.
- As records of actual mechanical properties (ie, CaAc and weight) pertaining to some existing antennas were not made available at the time of analysis by their manufacturers, this analysis assumes certain mechanical properties derived based on observations of the physical parameters and shapes of the antennas and/or published data of antennas of similar size and shape. It should be noted that unless actual mechanical properties are utilized for this analysis, large discrepancies between the actual and assumed mechanical properties could potentially and significantly affect the accuracy of this analysis.
- No tower modifications have been done on the tower since the latest analysis report (File: 15-1044) by Turriss dated February 16, 2016.
- Original allowable design capacity of each pile: 57.2k (download) and 8.0k (uplift) as per original foundation drawing by Lane & Sadler Consulting Engineers.

### **4.0 Analysis Results:**

Appendix A shows the tower profile, along with the antennas, transmission lines and ancillary loading considered in this analysis. The existing structure was analyzed using the comprehensive computer program "TSTower". Graphical and tabular results are presented in Appendix B. A summary of member stresses on the 761ft self-supporting tower is listed below:

#### **Summary of maximum member utilization ratios**

Leg				
Section	Panel	Member size	Ratio	Comment
7	1	L8x8x3/4 (reinforced)	1.00	Acceptable
6	1	L8x8x1 (reinforced)	1.08	Unacceptable. Member compressive capacity
5	1	L8x8x1-1/8 (reinforced)	1.05	Tolerable. Member compressive capacity
4	1	L8x8x9/16 w/ (2) L8x4x1/2	1.08	Unacceptable. Member compressive capacity
3	1	L8x8x3/4 w/ (2) L8x4x1/2	1.04	Tolerable. Member compressive capacity

Diagonal				
Section	Panel	Member size	Ratio	Comment
17	1-2	L2x2x3/16	1.20	Unacceptable. Member compressive capacity

Horizontal				
Section	Panel	Member size	Ratio	Comment
14	1	2L2x2x1/4	1.62	Unacceptable. Member compressive capacity
12	1	L3 1/2x3x1/4	1.03	Tolerable. Member compressive capacity
5	1	L5x3x3/8	3.86	Unacceptable. Member compressive capacity
2	1	2L5x3 1/2x5/16 (reinforced)	1.00	Acceptable

**4.0 Analysis Results (Cont'd):**

Also, based on the analysis results, sub-horizontal members at some sections are above their maximum allowable capacities and are considered structurally unacceptable. Overstress members are required to be strengthened or replaced.

**Foundation**

	*Existing Foundation Design Capacity per leg	Current Maximum Reactions per leg	Comments
Download (kips)	1544.4	1576.8	102% (Tolerable)
Uplift (kips)	1045	1391.0	133% (Unacceptable)

Above calculated foundation capacities are based on original foundation drawings by Lane & Sadler Consulting Engineers and foundation reinforcing drawings by Park Communications Inc. dated June 23, 1988. Original pile capacities have been increased by 1.35 for allowable stress comparison.

**5.0 Conclusions & Recommendations:**

The existing 761ft self-supporting tower at Richmond, VA was examined for compliance with American Standard ANSI/TIA-222-G. In general, Turris considers member overstresses at or below 5% tolerable. Member overstress exceeding 5% are considered unacceptable and require reinforcing or replacement. The existing tower, with the analysis parameters and assumptions described in this report taken into consideration, does not conform to ANSI/TIA-222-G. All overstress tower members are required to be strengthened or replaced and the existing foundations required to be strengthened.

A detailing-level measurement should be performed for the top pole and for the existing leg reinforcing in order to validate for the structural assumptions made in this study. A separate engineering and construction scope of work and drawings would be needed for the tower reinforcing.

Issued by:



Meimei Lam, P.Eng.  
Project Engineer



Simon Pong, P.E., P.Eng.  
Senior Project Engineer

Approved by:



John Wahba, Ph.D. P.E. P.Eng.  
Principal Engineer



**Turriss Project: 17-0349R1**  
**December 11, 2017**

## **SCOPE & LIMITATIONS FOR THE PROVISION OF PROFESSIONAL ENGINEERING SERVICES FOR STRUCTURES**

All engineering services performed by Turriss Corp. (Turriss) in connection with the structural analysis of the tower is limited to the strength of the members and does not account for any variations due fabrication, including welding and connection capacities and installations, except as outlined in this Report.

This analysis report is based on assumptions that the information below, but is not necessarily limited to:

- information supplied by the client regarding the structure and its components, foundations, soil conditions, appurtenances loading on the structure, and other site-specific information.
- information from documents and/or drawings in the possession of Turriss Corporation, or acquired from field inspections.

It is the responsibility of the client to ensure that the information provided to Turriss, and used in the performance of our engineering services is correct and complete. In the absence of information to the contrary, we assume that all structures were constructed in accordance with the drawings and specifications provided, and are in non-corroded condition and have not deteriorated. Therefore, we assume that the member capacities have not changed from the "as new" condition.

All services will be performed to meet the codes specified by the client, and we do not imply to meet any other codes or requirements unless explicitly agreed to in writing. If wind and ice loads or other relevant parameters are to be different than the minimum values recommended by the standards, the client shall specify the requirement.

All services are performed in accordance with generally accepted engineering principles and practices. Turriss is not responsible for the conclusions, opinions and recommendations made by others based on the information we supply.

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



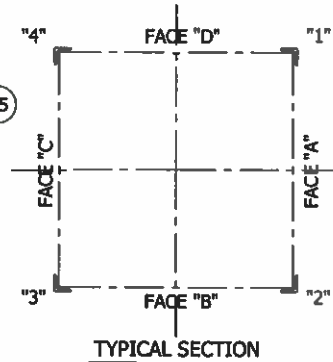
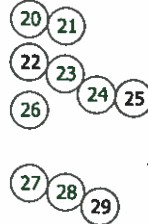
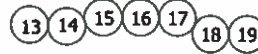
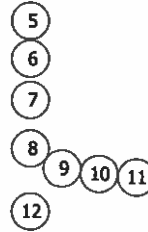
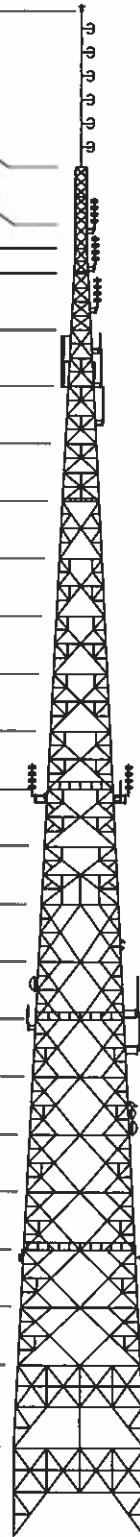
**Turrig Project: 17-0349R1**  
**December 11, 2017**

**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

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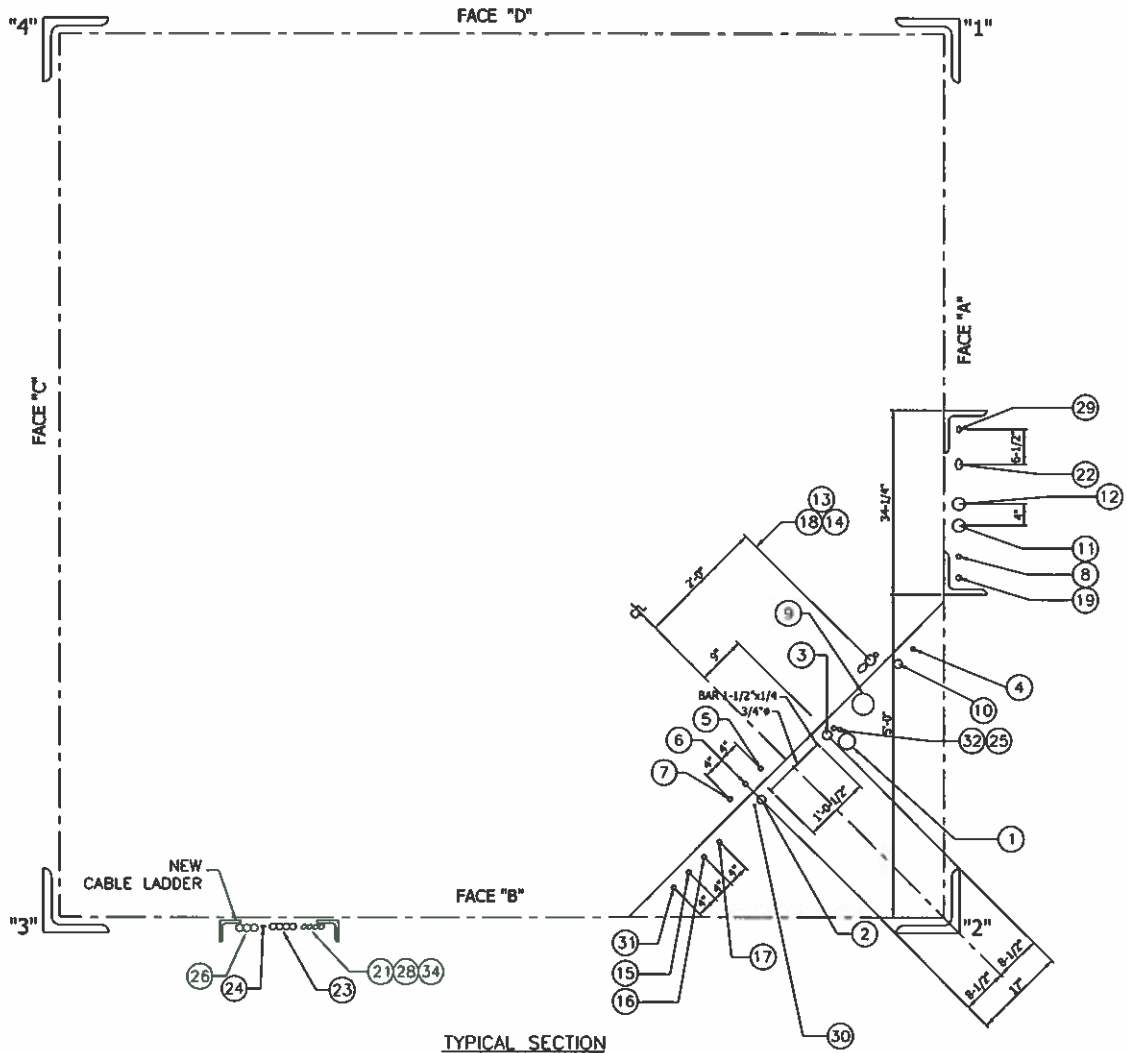
EL. = 761.00'  
F.W. = 76.00"  
 EL. = 729.00'  
F.W. = 76.00"  
 EL. = 716.00'  
F.W. = 76.00"  
 EL. = 702.00'  
F.W. = 93.00"  
 EL. = 670.50'  
F.W. = 130.00"  
 EL. = 639.00'  
F.W. = 168.00"  
 EL. = 607.00'  
F.W. = 207.00"  
 EL. = 575.00'  
F.W. = 245.00"  
 EL. = 543.00'  
F.W. = 283.00"  
 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"



**NOTE:**

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

COLOR CODE CHART	
BLACK	EXISTING
GREEN	PROPOSED



TYPICAL SECTION

Item	Qty. Lines	Tx Line	Elevation (ft)	Tenant	Appearance	Location	Comments
1	1	3"	TOP	Heartmedia WTVR-FM	(1) ERI 8HPX-6AC	Top pole mount	Previously proposed
2	1	1-5/8"	TOP	-	-	-	Existing
3	1	1-3/4"	TOP	-	-	-	Existing
4	1	3/4"	TOP	-	-	-	Existing
5	1	7/8"	720-744	-	(1) 8 elements Dipole	CC (Center MURAD)	Existing
6	1	7/8"	705-723	-	(1) 8 elements Dipole	Leg 4	Existing
7	1	7/8"	682-700	-	(1) 8 elements Dipole	Leg 4	Existing
8	1	7/8"	650-688	-	(1) 10 Whip	Leg 2	Existing
9	1	4"	650	WTVR-TV	(1) Dielectric TPU-16WB	-	Proposed
10	1	1-5/8"	643-683	-	(1) 20 Whip	Leg 4	Existing
11	1	2-3/8"	643-683	-	(1) 10 Whip	Leg 2	Existing
12	1	2-3/8"	619-630	-	(1) 20 Whip	Face A	Existing
13	1	1-7/8"	415	Tower Equipment	Platform	-	Existing
14	1	7/8"	411-421	-	(1) 10 Whip	Face B	Existing
15	1	7/8"	411-429	-	(1) 8 Elements dipole	Face B	Existing
16	1	7/8"	411-429	-	(1) 8 Elements dipole	Face A	Existing
17	1	7/8"	411-429	-	(1) 8 Elements dipole	Face A	Existing
18	1	EW63	411	-	(1) 2 Dish w/ radome	Leg 1	Existing
19	1	RG6	411	-	(1) 2 Dish w/ radome	Face B	Existing
20	-	-	331	Altairis	(1) Ice shield (MDSG3)	Leg 3	Proposed
21	1	E108	327	Altairis	(1) BC34V100AC (2 HP Dish) (Az. 80)	Leg 3	Proposed
22	1	EW63	307	-	(1) 8 Dish w/ radome	Leg 1	Existing
23	4	AT114L50	290-311	Altairis	(4) Sinclair SC412-HF2LDF	Face C (close to Leg 4)	Proposed
24	2	AT012L50	287	Altairis	(2) TTAs (Bird 437-838-01-T)	Face C (close to Leg 4)	Proposed
25	1	7/8"	283-295	-	(1) 12 Whip	Leg 1	Existing
26	3	AT158L50	270-291	Altairis	(3) Sinclair SC412-HF2LDF	Face C (close to Leg 4)	Proposed
27	-	-	240	Altairis	(1) Ice shield 73"x63" (ISMD-6)	Leg 1	Proposed
28	2	E60	235	Altairis	(1) UR06-59C (6' Dish) (Az. 248)	Leg 1	Proposed
29	1	EW127A	227	WTVR-TV	(1) 8 Dish w/ radome	Leg 4	Existing
30	1	3/16" Cat5	189	Tower Equipment	Platform	-	Existing
31	1	7/8"	155	FM	(1) Yagi	Face D	Existing
32	1	7/8"	135	FM	(1) 4' Grid dish	Leg 4	Existing
33	-	-	110	Altairis	(1) Ice shield 73"x63" (ISMD-6)	Leg 3	Proposed
34	1	E105	105	Altairis	(1) SUS-1078C (6' Dish w/ radome) (Az. 126)	Leg 3	Proposed

Item	Qty. Lines	Tx Line	Elevation (ft)	Tenant	Appearance	Location	Comments
R1	2	3-1/8"	TOP	Heartmedia WTVR-FM	Bahwing Antenna (JAT 6/4-6)	Top pole mount	To be removed
R2	1	3/8"	TOP	-	-	-	-
R3	1	7/8" (Dead)	681	-	-	-	-
R4	1	7/8" (Dead)	681	-	-	-	-
R5	1	1/4" (Dead)	287	-	-	-	-
R6	1	1/2" (Dead)	287	-	-	-	-
R7	1	EW127A	155	-	(1) 4' Andrew dish	-	To be removed



**Turris Project: 17-0349R1**  
**December 11, 2017**

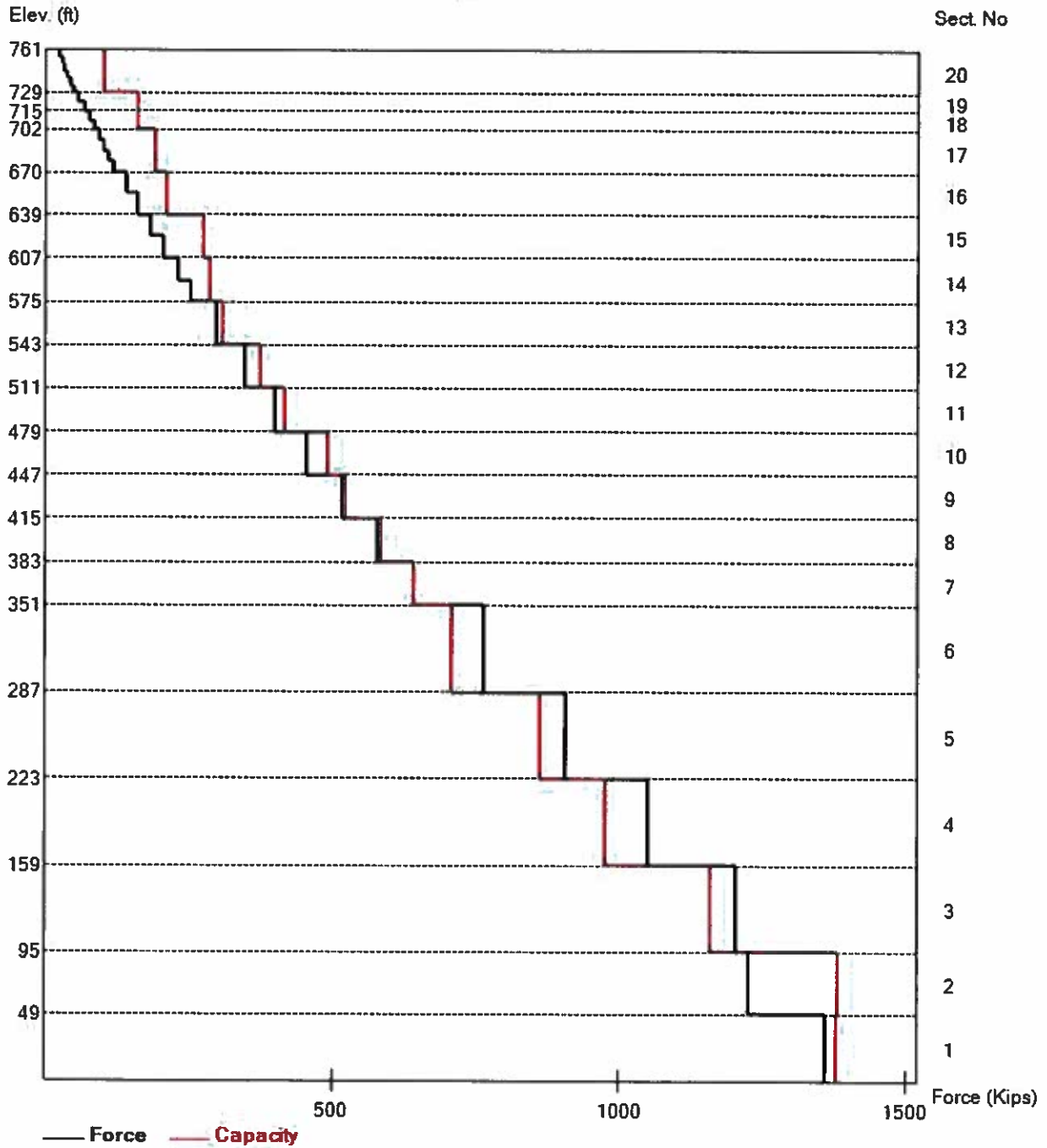
## **APPENDIX B**

### **Results of Analysis**



Turris Project: 17-0349R1  
December 11, 2017

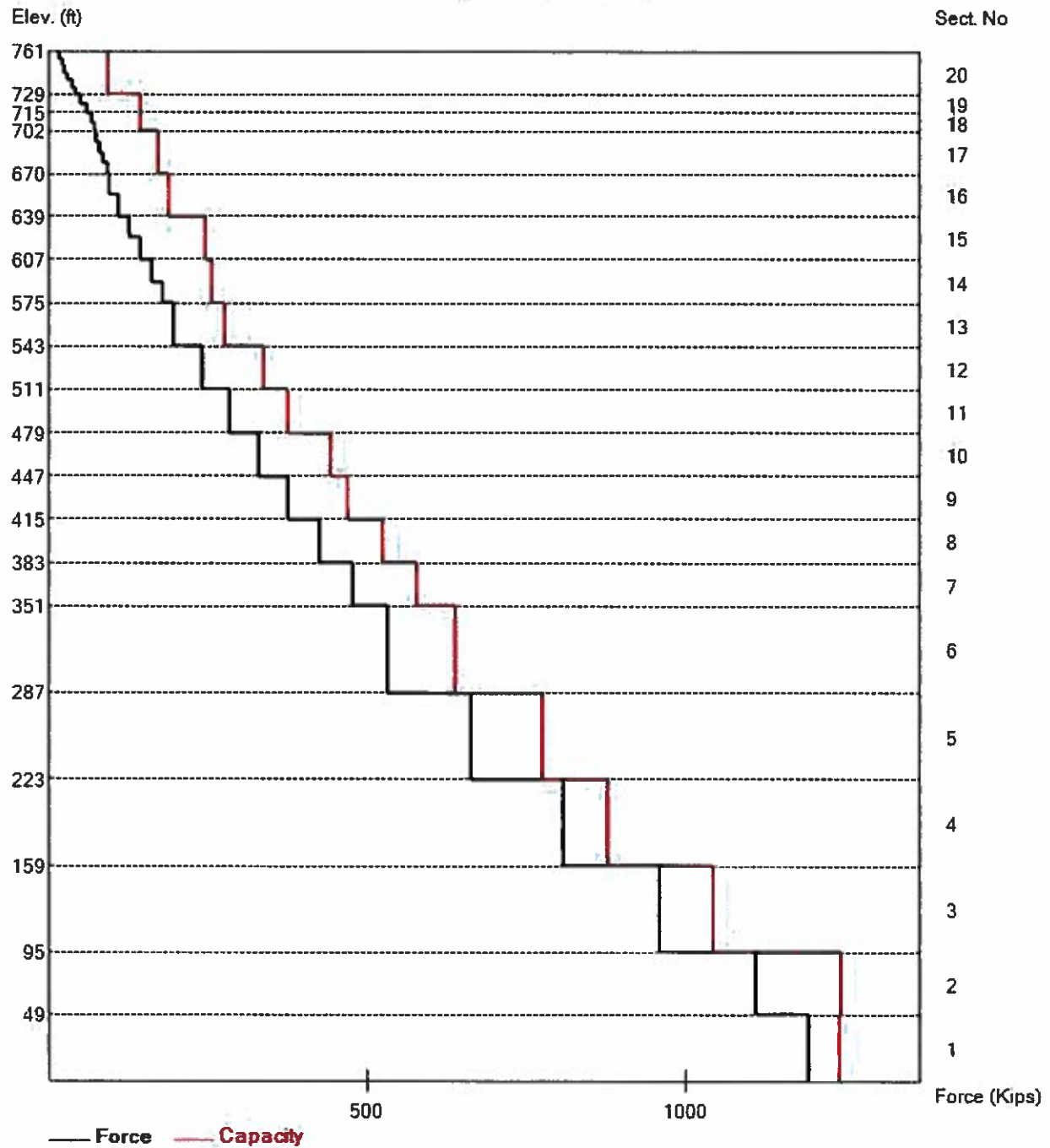
**Leg Load Compression Diagram**  
Max. Envelope (All Loading Cases)





Turris Project: 17-0349R1  
December 11, 2017

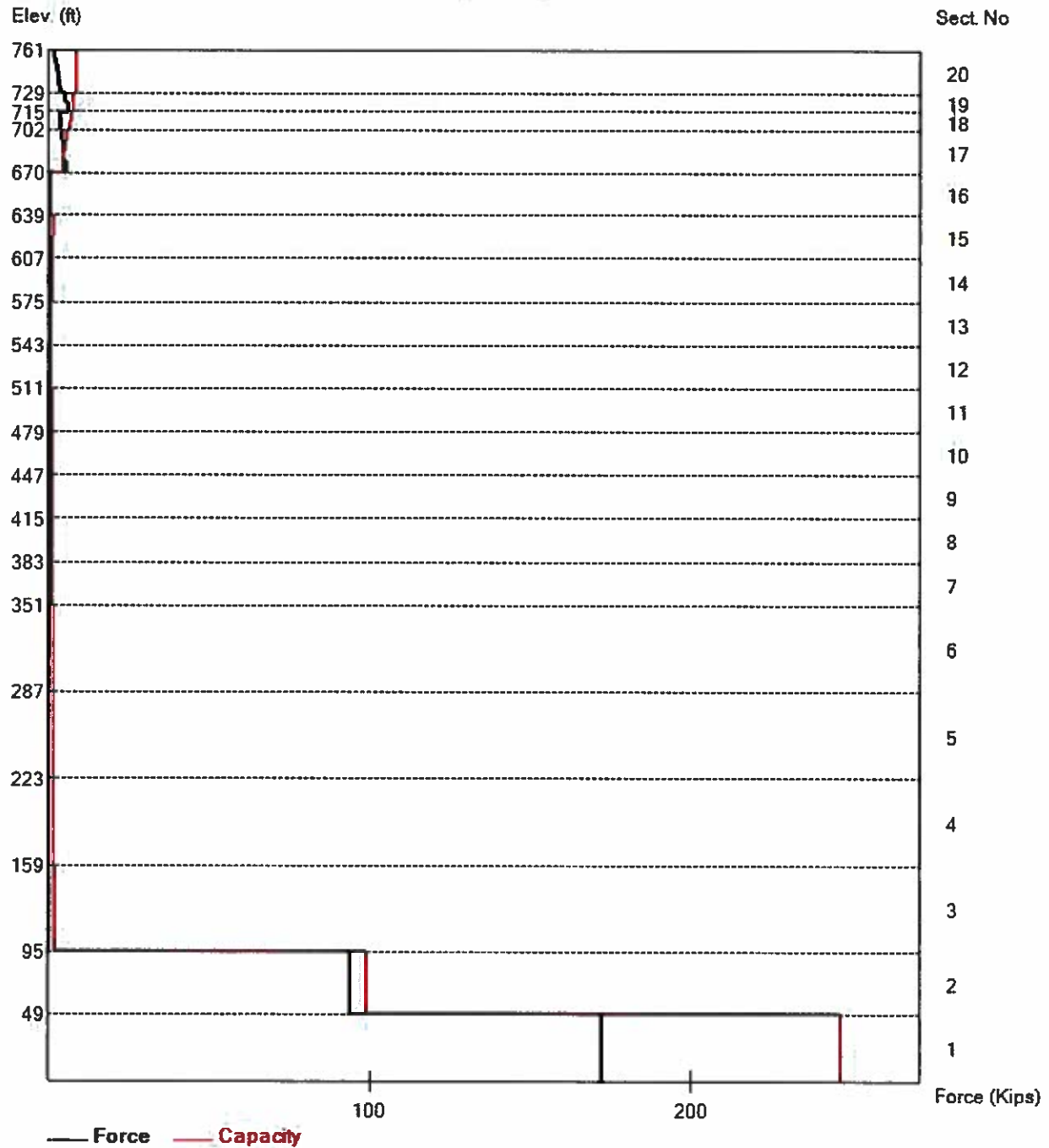
**Leg Load Tension Diagram**  
Max. Envelope (All Loading Cases)





Turris Project: 17-0349R1  
December 11, 2017

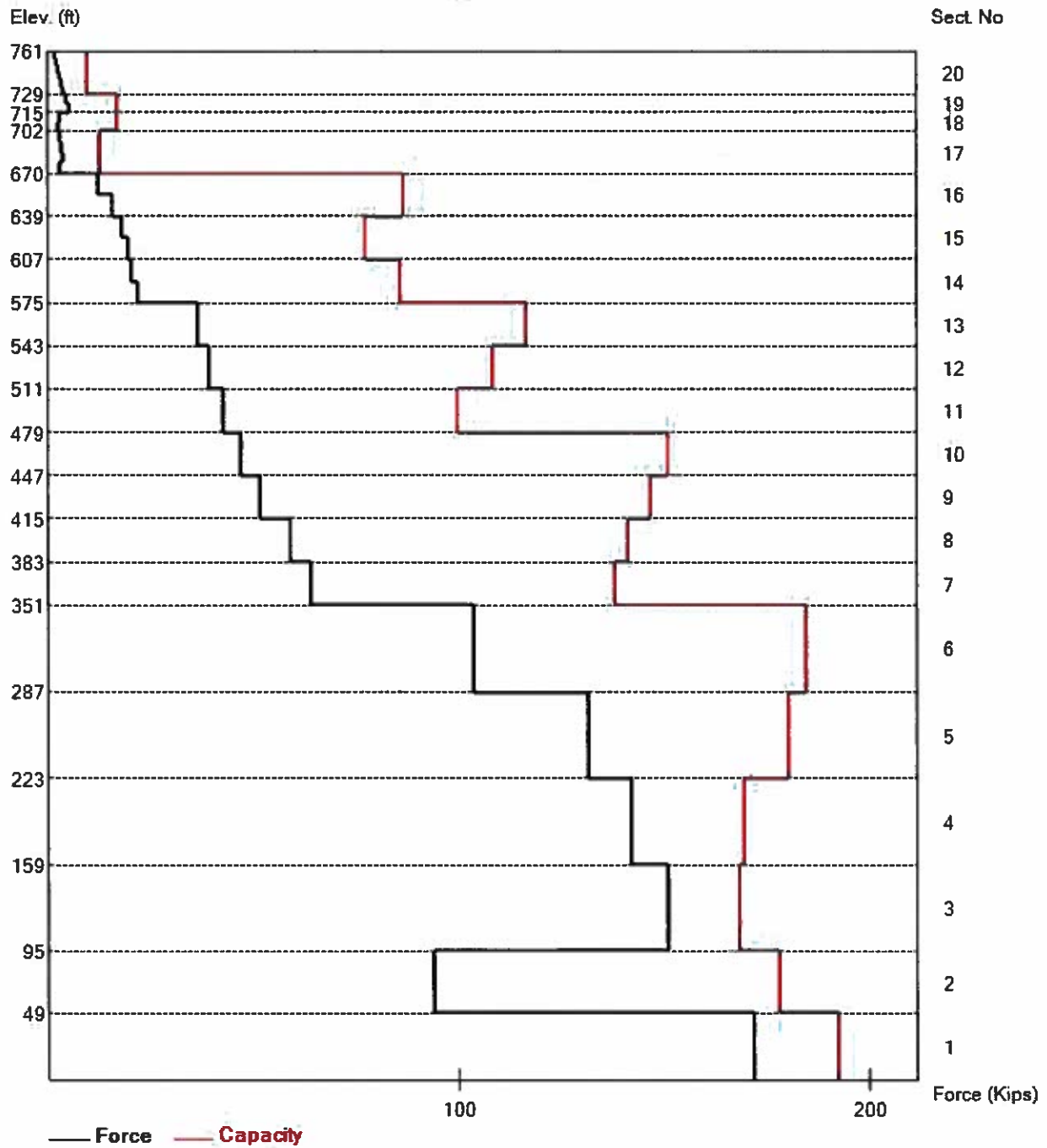
**Diag. Load Compression Diagram**  
Max. Envelope (All Loading Cases)





Turris Project: 17-0349R1  
December 11, 2017

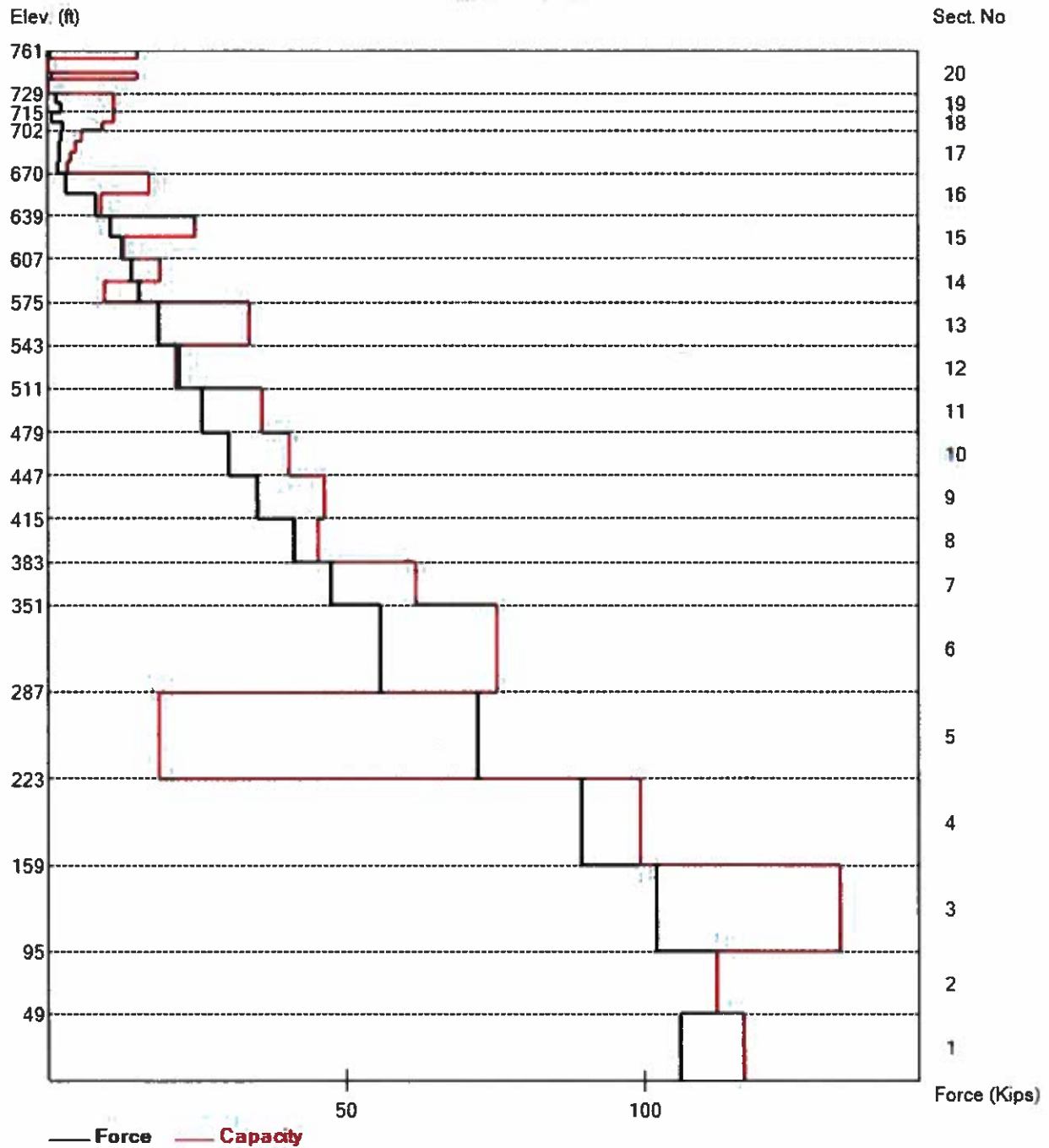
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Max. Envelope (All Loading Cases)





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December 11, 2017

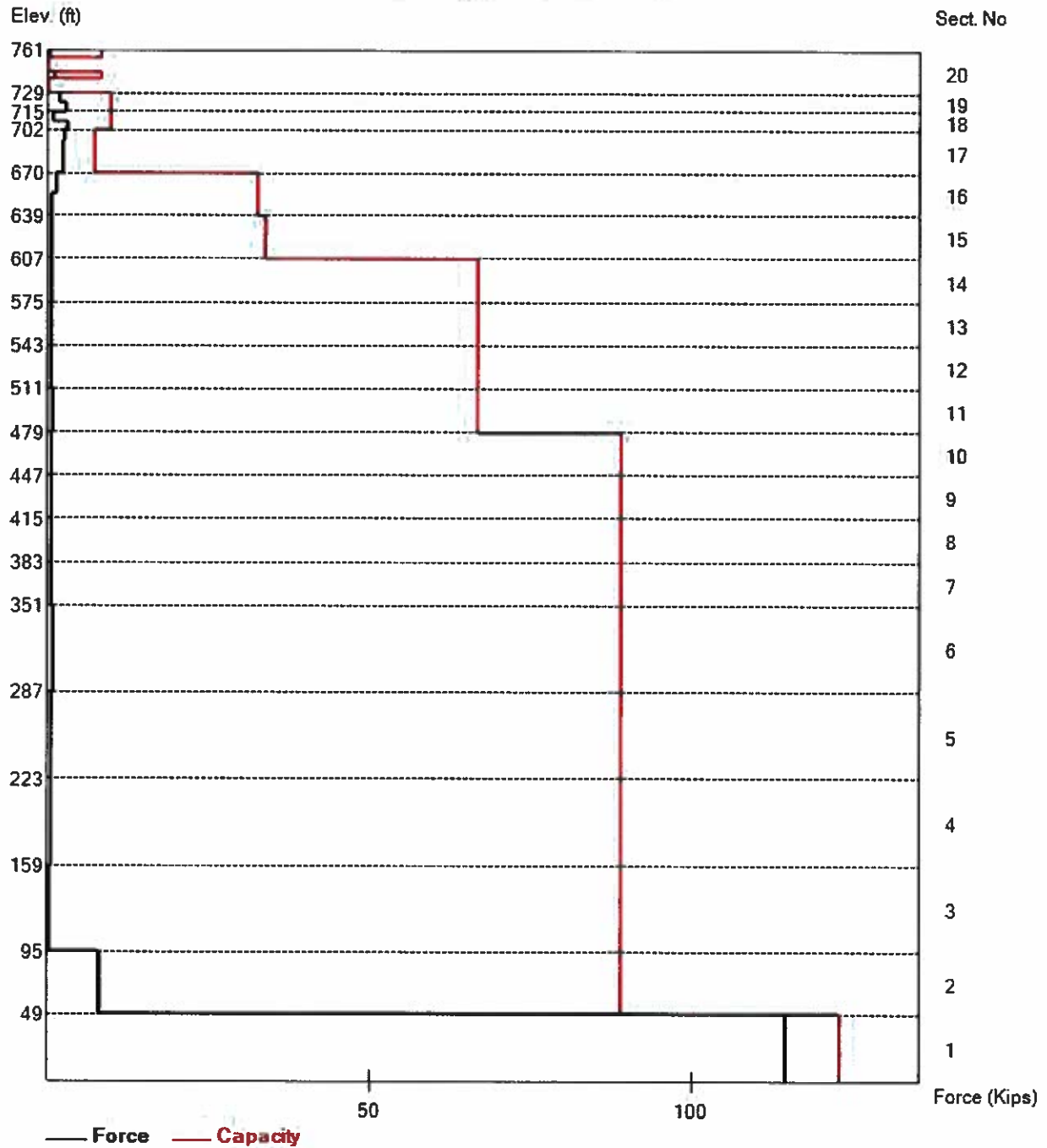
**Horiz. Load Compression Diagram**  
Max. Envelope (All Loading Cases)





Turrís Project: 17-0349R1  
December 11, 2017

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



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**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 14<sup>th</sup> 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. Hays

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. 2020-136, adopted JUNE 22, 2020.

**TENANT:**

CITY OF RICHMOND  
A municipal corporation

By: Lenora Reid  
Lenora Reid  
Acting Chief Administrative Officer

Prepared and approved as to form:

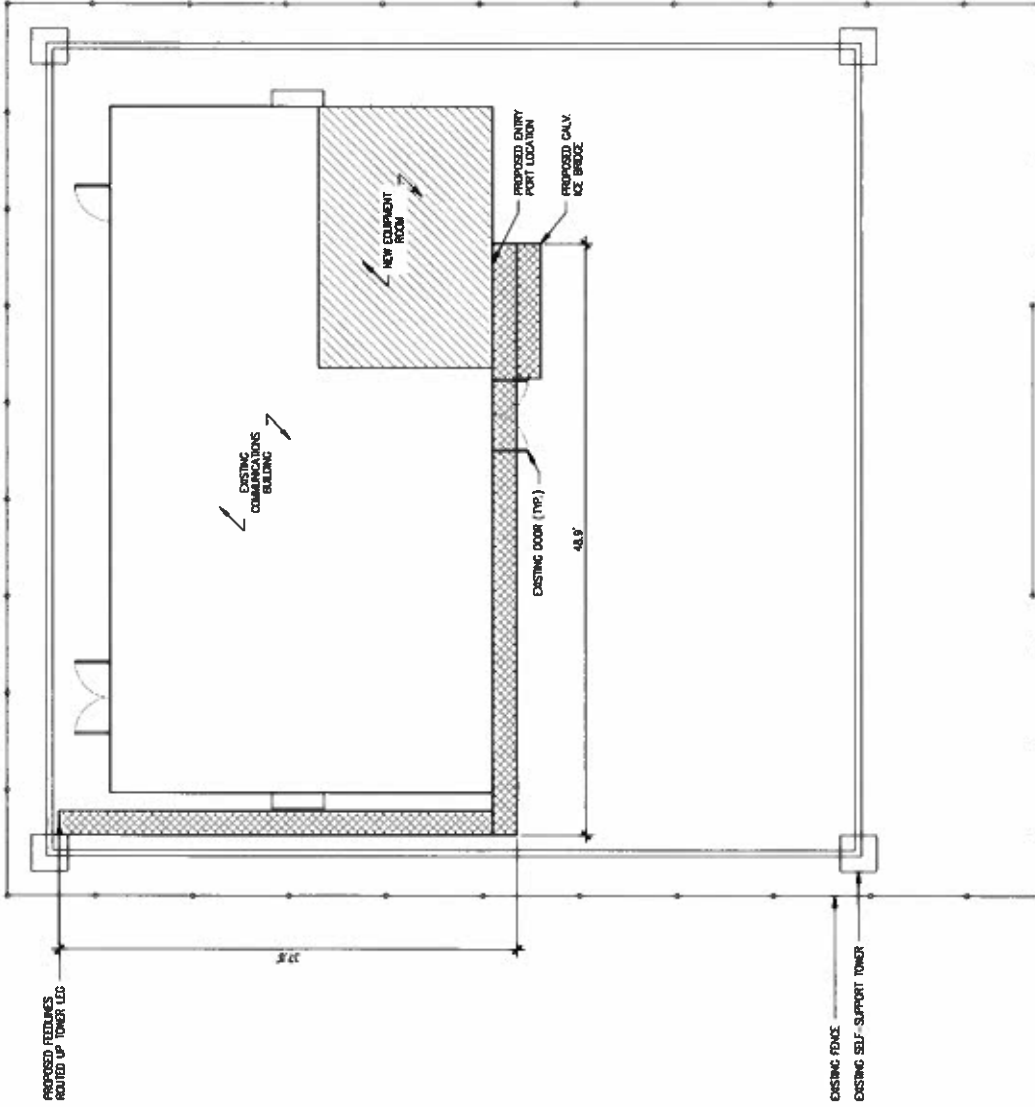
Neil R. Gibson  
Neil R. Gibson  
Senior Assistant City Attorney

**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 TOWER &
2. PROPERTY LINES SHOWN ARE BASED ON A MAP FROM THE CITY OF RICHMOND GEOGRAPHIC 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.
3. THE LOCATION, SIZE & TYPE OF MATERIAL OF EXISTING UTILITIES INDICATED ON THE PLANS IS NOT REPRESENTED AS BEING ACCURATE, SUFFICIENT OR GUARANTEED. THE CONTRACTOR SHALL BE RESPONSIBLE TO DETERMINE THE ACTUAL LOCATION OF ALL SUCH UTILITIES, INCLUDING THE SERVICE CONNECTIONS TO UNDERGROUND UTILITIES, PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL NOTIFY THE UTILITY COMPANIES CONCERNED WITH ANY SUCH & SHALL OBTAIN FROM THE RESPECTIVE UTILITY COMPANIES DETAILED INFORMATION & ASSISTANCE RELATIVE TO THE LOCATION OF THEIR FACILITIES & THE DEPTH OF THE UTILITIES PRIOR TO ANY REMOVAL OR ADJUSTMENT WHERE ENCOUNTERED. IN THE EVENT AN UNEXPECTED UTILITY INTERFERENCE IS ENCOUNTERED DURING CONSTRUCTION, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE UTILITY COMPANIES CONCERNED. ANY SUCH WORK SHALL ALSO BE IMMEDIATELY NOTICED. ANY SUCH WORKS & SERVICES SHALL BE RESORTED 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 R-58 STANDARDS, MOST CURRENT REVISION.

PRELIMINARY  
NOT FOR  
CONSTRUCTION

ANY DISCREPANCIES BETWEEN THIS  
DRAWING PACKAGE AND EXISTING FIELD  
CONDITIONS SHALL BE RESOLVED BY  
THE ENGINEER OF RECORD PRIOR TO  
THE COMMENCEMENT OF CONSTRUCTION.

ENLARGED SITE PLAN (OPTION 1)  
**C-1.1**  
WTVR  
CUTSHAW AVE  
RICHMOND, VA 23250

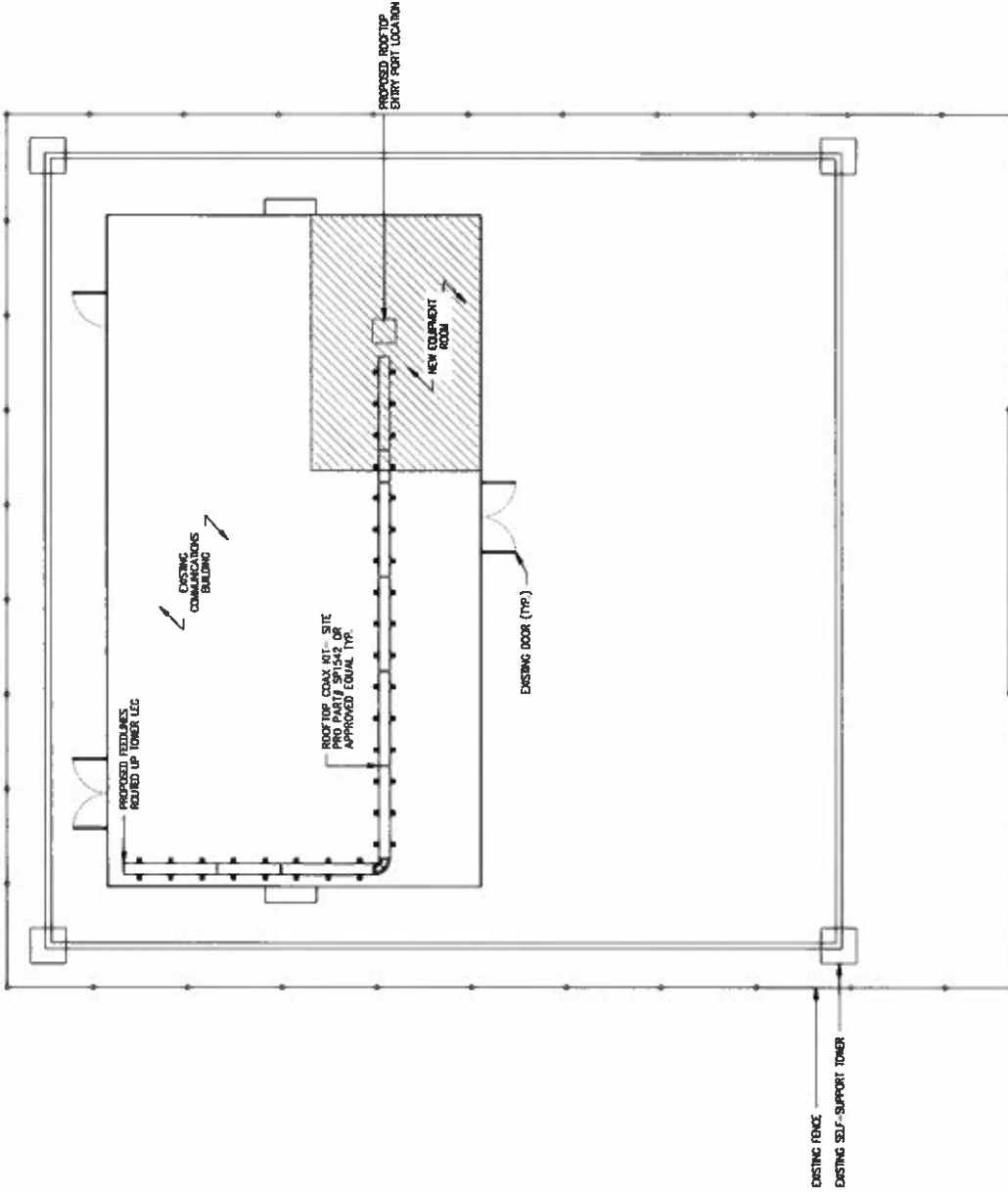


REV	DATE	REVISIONS	BY	CHK	APPD
C	10-20-17	ISSUED FOR REVIEW	MLM	MLM	
B	01-07-17	ISSUED FOR REVIEW	MLM	MLM	
A	05-22-16	ISSUED FOR REVIEW	MLM	MLM	

THIS DOCUMENT IS THE PROPERTY OF MOTOROLA SOLUTIONS. IT IS TO BE USED FOR THE PROJECT AND NOT FOR ANY OTHER PROJECT. IT IS TO BE KEPT IN THE PROJECT OFFICE AT ALL TIMES. IT IS TO BE DESTROYED WHEN THE PROJECT IS COMPLETED. 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 MOTOROLA SOLUTIONS.

**GENERAL NOTES:**

1. PROPERTY OFFSETS ARE APPROXIMATE. FINAL LOCATION OF COMPOUND TO BE DEVELOPED FROM TOWER &
2. PROPERTY LINES SHOWN ARE BASED ON A MAP FROM THE CITY OF RICHMOND. GEOGRAPHIC INFORMATION SYSTEM (GIS) AND AERIAL PHOTOS. THE PROPERTY LINES ARE NOT TO BE USED IN PLACE OF A SURVEY AND LOCUS, BUT ARE SHOWN FOR REFERENCE ONLY.
3. THE LOCATION, SIZE & TYPE OF MATERIAL OF EXISTING UTILITIES INDICATED ON THE PLANS IS NOT REPRESENTATIVE OF THE ACTUAL UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION, SIZE & TYPE OF ALL SUCH UTILITIES, INCLUDING THE SERVICE CONNECTIONS TO UNDERGROUND UTILITIES. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL OBTAIN THE UTILITY COMPANIES OF HIS OPERATIONAL PLANS & COMPANIES DETAILED INFORMATION & ASSISTANCE RELATIVE TO THE LOCATION OF THEIR FACILITIES & REMOVAL OR ADJUSTMENT WHERE REQUIRED IN THE EVENT AN UNEXPECTED UTILITY INTERFERENCE IS ENCOUNTERED DURING CONSTRUCTION. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE UTILITY COMPANIES OF ANY SUCH INTERFERENCE. ANY SUCH SERVICES SHALL BE RESORTED 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 R-56 STANDARDS, MOST CURRENT REVISION.



**Enlarged Site Plan (Option 2)**

1 inch = 10ft.



**PRELIMINARY  
NOT FOR  
CONSTRUCTION**

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

WTVR  
CUTSHAW AVE  
RICHMOND, VA 23230

ENLARGED SITE PLAN (OPTION 2)

**C-1.2**

THIS DRAWING IS COPYRIGHTED AND IS THE PROPERTY OF THE OWNER. IT IS PROVIDED FOR THE EXCLUSIVE USE OF THE OWNER. 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 OWNER.

NO.	DATE	REVISIONS
1	01-20-17	ISSUED FOR REVIEW
2	01-20-17	ISSUED FOR REVIEW
3	01-20-17	ISSUED FOR REVIEW
4	01-20-17	ISSUED FOR REVIEW
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97	01-20-17	ISSUED FOR REVIEW
98	01-20-17	ISSUED FOR REVIEW
99	01-20-17	ISSUED FOR REVIEW
100	01-20-17	ISSUED FOR REVIEW

**MISSION 1**  
6000 Constitution Drive, Suite 400  
Fort Myers, FL 33907

WTVR-850' TOWER  
LAT: 37 33 58.58  
LONG: 77 28 33.8



# Antenna/Apertunace Location Chart

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	SI44-1078C	NW	4.0'	116.0'	118.0'	120.0'	N/A	1	COAX	FLEXWELL	E105	1.3"	1
N2	RFS	PAD6-598	NW	6.0'	166.0'	169.0'	172.0'	N/A	1	COAX	FLEXWELL	E60	2"	1
N3	RFS	SC3-W100A	NW	2.0'	326.0'	327.0'	328.0'	N/A	1	COAX	FLEXWELL	E105	1.3"	1
N4	SINCLAIR	SC412-HF2LDF	TX	20.9'	259.6'	270.0'	280.5'	N/A	3	COAX	COMMSCOPE	AVA7-50	1-5/8"	3
N5	SINCLAIR	SC412-HF2LDF	RX	20.9'	279.6'	290.0'	300.5'	N/A	4	COAX	COMMSCOPE	AVA6-50	1-1/4"	4
N6			TTA	-	-	290.0'								
REFER TO TOWER MANUFACTURER DRAWINGS FOR BEACON AND OBSTRUCTION LIGHTING HEIGHTS														

## GENERAL NOTES:

- MISSION 1 COMMUNICATIONS HAS NOT COMPLETED A STRUCTURAL ANALYSIS FOR THE EXISTING OR PROPOSED LOADING OF ANY STRUCTURES AT THIS TIME. FINAL STRUCTURAL ANALYSIS TO BE COMPLETED BY OTHERS PRIOR TO CONSTRUCTION ACTIVITIES COMMENCE.
- ALL VERTICAL TRANSMISSION LINE RUNS FROM THE ANTENNAS SHALL BE GROUNDED NEAR THE TOP & BOTTOM OF THE TOWER(BEFORE THE CABLE MAKES HORIZONTAL TRANSMISSION & NEAR ENTRY PORT ON THE EQUIPMENT ROOM). ADDITIONAL TRANSMISSION LINE GROUND KITS SHALL BE INSTALLED AS NEEDED TO LIMIT THE DISTANCE BETWEEN GROUND KITS TO 75 FEET.
- THE CONTRACTOR SHALL CONDUCT A TOR SNEEP TEST ON ALL THE NEWLY INSTALLED TRANSMISSION LINES TO DETERMINE THE CABLE CONDUCTOR RESISTANCE CABLE LOSS, REFLECTION COEFFICIENT & SIGNALS RESPONSE MEASUREMENTS. RESULTS TO BE SUBMITTED TO MOTOROLA.
- DRIP LOOPS SHALL BE INCORPORATED IN CABLE RUNS TO PREVENT WATER FROM TRACKING DOWN THE LINES INTO THE EQUIPMENT ROOM.
- ALL TRANSMISSION LINES SHALL BE MARKED WITH APPROPRIATE COLOR TAPE BANDS (ONE INCH WIDE COLOR TAPE) FOR IDENTIFICATION NEAR THE ANTENNA, JUST BEFORE THE EQUIPMENT ROOM, AND NEAR THE EQUIPMENT ROOM. COLOR TAPE BANDS SHALL BE CONNECTING TO THE SOURCE SUPPRESSORS. SET EQUIPMENT & CABLE SCHEDULE FOR COLOR CODING SCHEME.

EXISTING OTHER CARRIED ANTENNAS ARE NOT SHOWN

NEW HORIZONTAL IZC BRIDGE FOR FEEDLINES REQUIRED  
NEW EQUIPMENT ROOM IN EXISTING BUILDING

## 1 Tower Elevation

NOT TO SCALE

REV	DATE	BY	CHK	APPD	REVISIONS
C	10-20-17	ISSUED FOR REVIEW			
B	10-07-17	ISSUED FOR REVIEW			
A	10-22-16	ISSUED FOR REVIEW			

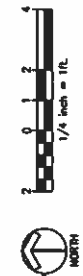
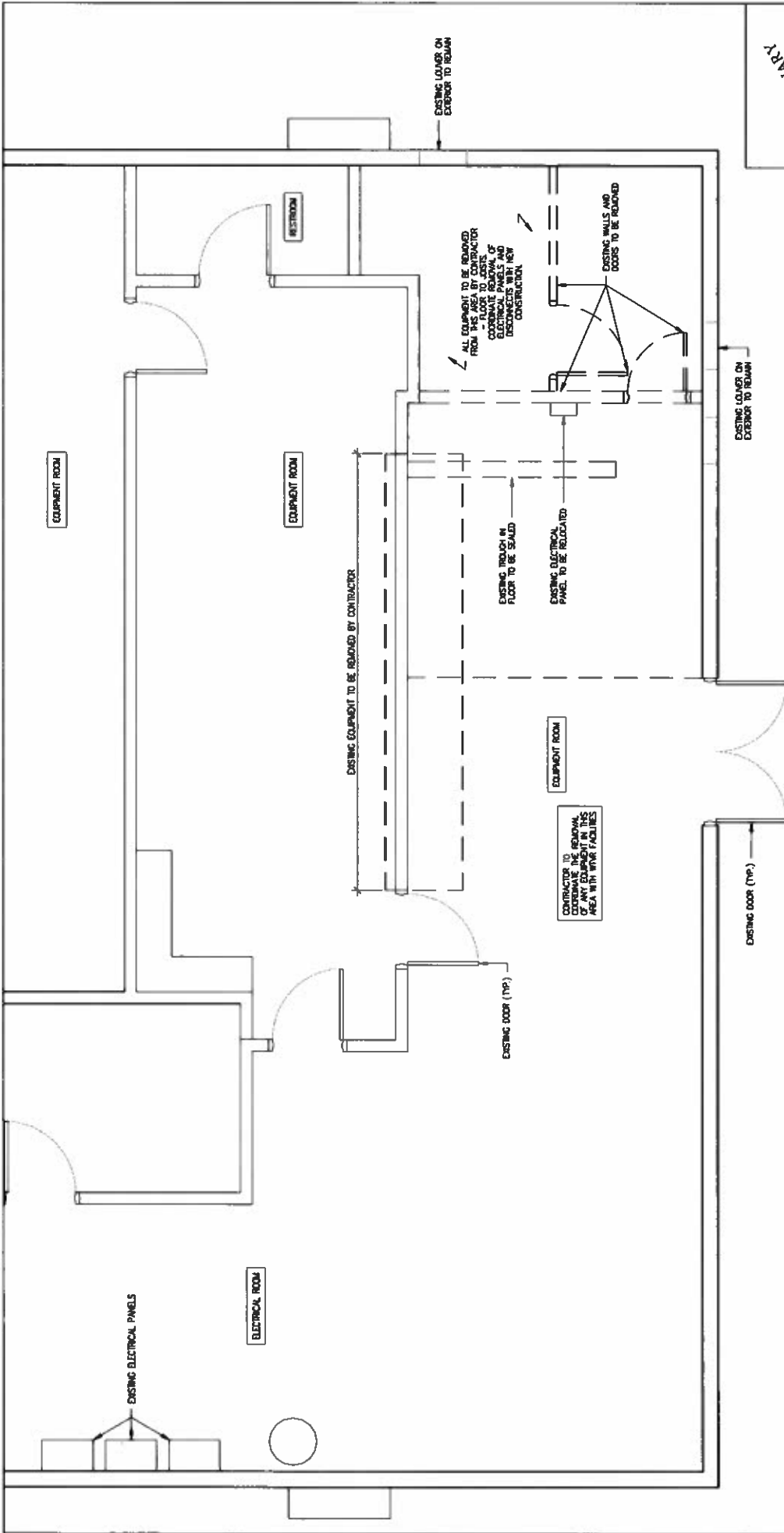


TOWER ELEVATION AND ANTENNA INFORMATION  
WTVR  
CUTSHAW AVE  
RICHMOND, VA 23230

C-3.1

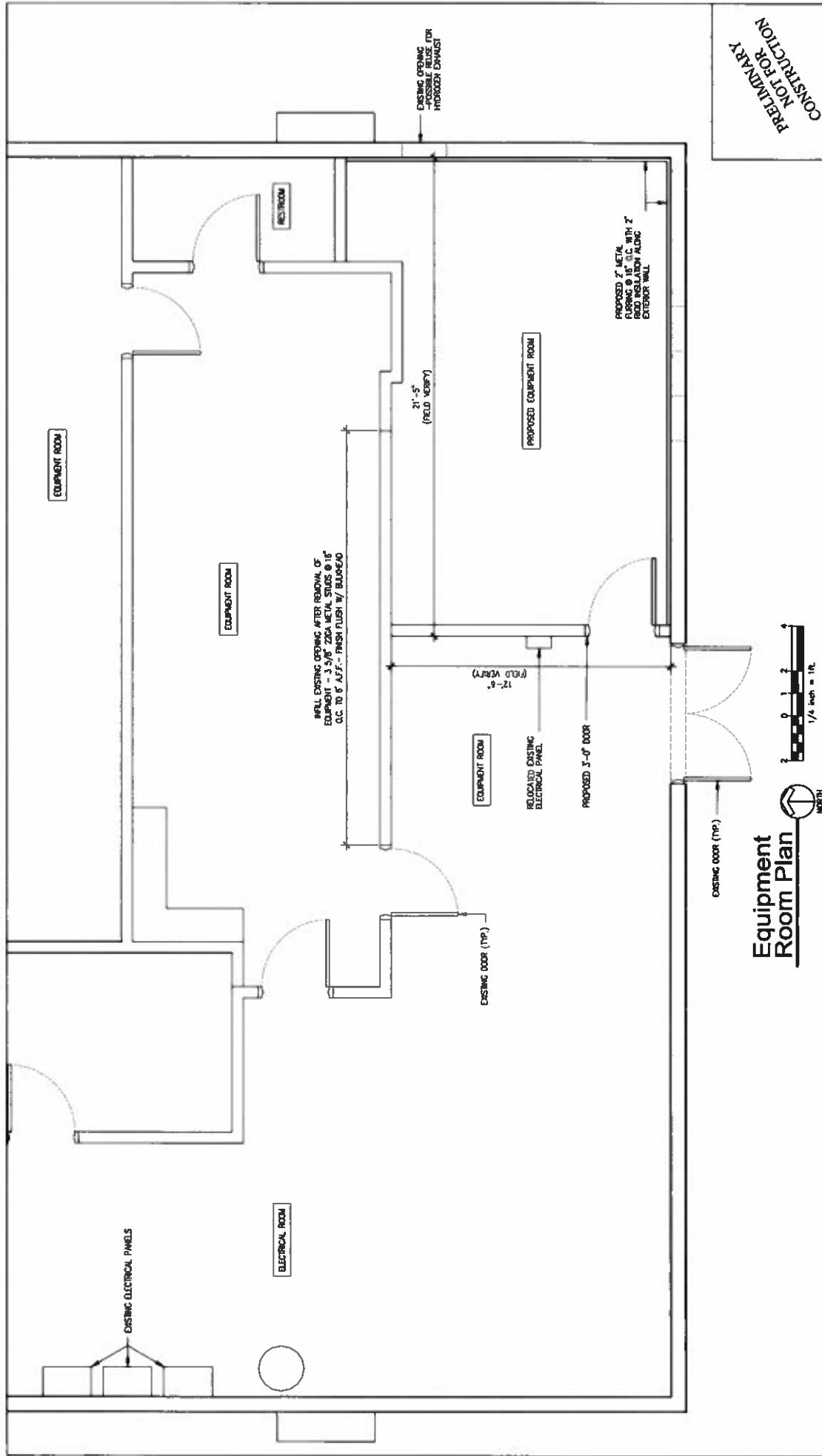
PRELIMINARY  
NOT FOR  
CONSTRUCTION

THIS DRAWING IS CONSIDERED THE FINAL DESIGN AND SHALL BE USED FOR THE CONSTRUCTION OF THE TOWER. IT IS PRODUCED FOR THE USE OF THE OWNER AND ITS AFFILIATES. THE INFORMATION CONTAINED HEREIN IS FOR THE EXCLUSIVE USE OF THE OWNER AND 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 OWNER.



PRELIMINARY  
NOT FOR  
CONSTRUCTION

				 <b>Pyramid Network Services, LLC</b> 6000 Constitution Drive, Suite A Fort Mill, SC 29504		 <b>MOTOROLA SOLUTIONS</b>		<b>DEMOLITION PLAN</b>  WTWR CUTSHAW AVE RICHMOND, VA 23230		<b>A-1.1</b>		<small>THIS DRAWING IS THE PROPERTY OF THE CLIENT. IT IS TO BE USED ONLY FOR THE PROJECT AND NOT FOR ANY OTHER PROJECT. THE INFORMATION CONTAINED HEREIN IS CONFIDENTIAL AND NOT TO BE DISCLOSED TO ANY OTHER PARTY WITHOUT THE WRITTEN PERMISSION OF THE CLIENT. IT IS A VIOLATION OF LAW FOR ANY PERSON TO REPRODUCE OR TRANSMIT THIS INFORMATION BY ANY MEANS, IN ANY FORM OR BY ANY INFORMATION SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE CLIENT. NO REPRODUCTION.</small>	



# Equipment Room Plan

PRELIMINARY  
NOT FOR  
CONSTRUCTION

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## 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.

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