### Water Tank User Agreement

This Water Tank User Agreement ("Agreement") is entered into by and between the City of Napoleon, Ohio, a Municipal Corporation organized under the laws of Ohio, having a principal business address of 255 W. Riverview Avenue, Napoleon, Ohio, 43545 ("Owner") and NEW PAR, a Delaware partnership, d/b/a/ Verizon Wireless, licensed to do business in the State of Ohio, having an address of 180 Washington Valley Road, Bedminster, New Jersey, 07921, hereinafter designated as ("User"), on this 1st day of December , 2004.

Owner possesses a certain water tank and water tank site located at 850 Vocke Street, Napoleon, Ohio, 43545 (the "Site") and is willing to grant User a non exclusive license and right to use the Site for installation and operation of User's antennas, receivers, transmitters, building and associated telecommunications equipment ("User's Equipment"), and User desires to use the Site for installation and operation of User's Equipment. However, the use of the equipment shelter space on the Site is exclusive to Owner and User unless otherwise agreed to in writing by the parties to this Agreement.

Therefore, in consideration of the following mutual promises and obligations, Owner and User agree that:

#### (1) Use Permitted.

- (a) Subject to the provisions of this Agreement, Owner grants User the right to install and operate User's Equipment on the Site (which has been designated by Owner as Site No. 1 as more specifically described in Appendix "1" attached to and made a part of this Agreement). The location of User's Equipment on the Site and the method of attachment must conform to a Site Plan and Construction Plan mutually approved by Owner and User, including the building for shelter of equipment, which shall be attached to and become part of this Agreement as Exhibits "A", "B" and "C", respectively, to Appendix "1". The User's space shall be sufficient to install and maintain no more equipment than that as described in Exhibit "B"; moreover, ground space shall be made available by Owner to User to construct a building to shelter User's Equipment, such space as identified in the Site Plan and Construction Plan. Sufficient security fencing shall be permitted so long as in conformance with City Code. User shall be permitted ingress and egress to the Site.
- (b) User shall have access to its equipment shelter at the Site on a twenty-four (24) hour daily basis for installation, maintenance, replacement and operation of User's Equipment. User may only have access to or on the water tank itself with notification to the Owner or Owner's designee prior to entry. Owner may require that a representative of Owner be present when there is any entry to the water tank or access thereon by User.
- (c) Use of the Site by User or User's payment of any fees or charges required under this Agreement shall not create or vest in User any ownership or property rights in the Site.
- (d) User recognizes that Owner has and/or may in the future enter into agreements with third parties regarding the use of the Site not inconsistent with the rights granted User by this Agreement in the reasonable judgment of Owner.
- (e) User shall place no advertisement upon or at the Site, however, this shall not preclude User from placing any signage at the site as required under any applicable law or regulation.\_\_

- (f) Engineering (including but not limited to structural analysis and soil testing), placement, installation, construction, maintenance, and removal of User's Equipment (except for radio base band equipment) on or from the Site shall be performed by persons approved by Owner to perform such services. Owner does not guarantee that the Site will at any time support the above equipment, User relying on the determination of its engineers or consultants. Such engineering, placement, installation, construction, maintenance and removal shall be at User's expense.
- (g) All fixtures attached to a water tank required to accept or support User's Equipment, including but not limited to antenna mounts, cable chases and structural supports, shall be designed, fabricated and installed by User at User's expense, subject to Owner's approval, not to be unreasonably withheld or delayed; however, Owner shall not be responsible for the inspection, means or technique of the installation.
- (h) User shall not introduce to or use on the Site any substance, chemical or waste that is identified as hazardous, toxic or dangerous in violation of any applicable federal, state or local law or regulation.

#### (2) Term of Agreement.

The initial term of this Agreement will commence on the date of full execution by the Parties (the "Commencement Date") and end on the fifth anniversary of the Commencement Date. This Agreement shall be automatically extended for three (3) additional five (5) year terms unless User gives Owner written notice of User's intent to not extend at least ninety (90) days prior to the end of the then current term. Prior to termination of this Agreement, User shall cease use of and remove User's Equipment on the Site. If not so removed, Owner may remove User's equipment and recover the costs therefor from User, without any liability for damage to User's Equipment from such removal. User shall restore the Site to its original condition, ordinary wear and tear excepted; however, if User shall fail to restore the Site, all costs associated therewith shall be borne by User. In the event of termination of this Agreement, the Equipment Building(s) may become the property of "Owner" at Owner's option. The restoration provision of this paragraph shall survive termination of this Agreement.

#### (3) Fees and Charges.

User shall pay fees to Owner, monthly in advance, without demand or notice, for use of the Site ("User Fees") by mailing the payment (with the Site Number clearly identified with or on the payment) to: **Finance Director**, **255 W. Riverview Avenue**, **Napoleon**, **Ohio**, **43545** 

The monthly User Fees for the initial term shall be **One Thousand Two Hundred Dollars** (\$1,200.00). The monthly User Fees shall be increased by **fifteen percent** (15%) on the first day of each renewal term thereafter.

Further, as an inducement to enter into this Agreement, User agrees to grant Owner the right to locate, install, maintain, replace and operate Owner's equipment in User's Equipment Building pursuant to the conditions set forth in Exhibit "D" attached hereto at no charge or reduction in rents. Moreover, User agrees to provide Owner prior to User commencing operations on the Site, sufficient mounting platform and associated apparatus at User's expense in a space on said Site which shall include sufficient space to maintain no less than four (4) whip type antennae and appurtenances. Such platform and associated apparatus shall become vested in title to Owner upon completion of the construction and acceptance. Acceptance shall be in writing by Owner to User.

#### (4) Compliance with Regulatory Codes and Owner's Technical Requirements.

User's Equipment shall be placed, used and maintained in accordance with the rules, requirements and provisions of the latest available edition of the National Electric Safety Code, the National Electrical Code, American Waterworks Codes(s) D-100-96 and D-102-97, and all subsequent amendments or revisions of said Codes, and in compliance with any rules, orders, regulations, ordinances and laws now in effect or which may hereafter be adopted or enacted by any governmental agency or subdivision or other authority having jurisdiction.

#### (5) Maintenance of User's Equipment.

User's Equipment and building(s) will be maintained on the Site at User's expense in safe, neat and clean condition and in thorough repair, and in a manner that will not interfere with Owner's use of the Site for water storage and distribution, or with other preexisting authorized uses of the Site, or with the construction, operation, maintenance or removal thereof.

#### (6) Interference.

- (a) Owner reserves to itself, it successors and assigns the right to require that the Site be maintained in such a manner as will enable Owner to fulfill its water storage and service responsibilities. Owner shall not be liable to User for any interruption of User's service or for interference with the operation of User's Equipment arising in any manner out of such use of the Site by Owner as stated in this paragraph (a).
- (b) Before the Commencement Date, User will resolve technical interference problems with other equipment which is already located at the Site on the Effective Date. User may not add equipment or make adjustments to existing equipment at the Site after the Commencement Date without first satisfying Owner that no interference will result with other then existing users of the Site. Owner will not permit the installation of any future equipment (other than Owner's water storage and distribution service equipment) which results in technical interference problems with User's then existing equipment.
- (c) If Owner's use of the Site interferes with the operation of User's Equipment, or if User's radio transmission or reception is blocked by actions beyond User's control by third parties, User may terminate the Agreement on ninety (90) days' notice to Owner.
- (d) If User's Equipment interferes with Owner's water storage or distribution service or with the radio transmission or reception of other currently existing users of the Site, and such interference can not be cured to all affected parties' mutual satisfaction within thirty (30) days notice thereof, User shall immediately cease operation of the interfering equipment, except for periodic testing to determine if the interference as been cured, at User's cost and without liability for resulting damage to User's Equipment or other consequences.

#### (7) Suitability of the Site for User's Equipment.

(a) Owner and User agree and recognize that User's purpose for entering into this Agreement is the placement and use of Radio Communications Equipment on the Site. Radio coverage tests and other analysis may be required prior to placement of User's Equipment on the Site to determine if the Site is suitable for use by User, and it may be necessary to obtain approval for such placement and use from federal, state or local government agencies. Therefore, User's contractors may enter upon the Site prior to the Commencement Date to conduct analysis reasonably required for User to determine if the Site for placement and use of User's Equipment.

(b) User shall promptly cause all necessary analysis to be commenced and exert its best efforts to obtain the necessary approvals required for placement and use of User's Equipment on the Site, and Owner agrees to support such approvals. In the event that any of such applications for such approvals should be finally rejected or User determines that such approvals may not be obtained in a timely manner or any approval issued to User is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority or soil boring tests are found to be unsatisfactory so that User in its sole discretion will be unable to use the Site for its intended purposes or the User determines that the Site is no longer technically compatible for its intended use, User shall have the right to terminate this Agreement. Upon such termination, Owner and User agree that this Agreement will thereupon become null and void unless the parties otherwise agree in writing, and all rights and obligations of the parties otherwise provided herein terminated.

#### (8) Liability and Damage Responsibilities.

- (a) Use of User's Equipment and its building(s) on the Site shall be the risk of User, and Owner shall not be liable for loss of or damage thereto, or for theft or misappropriation thereof, unless such loss or damage is caused by the negligence or intentional misconduct of Owner or persons operating under its authority.
- (b) User shall exercise all reasonable precautions to avoid damage to the Site and property of third parties located on the Site, and hereby assumes full responsibility for any and all such damage to the extent such damage is caused by User's use or analysis of the Site. User shall make an immediate report of the occurrence of any such damage and hereby agrees to reimburse Owner for any such damages.
- Unless caused by the negligence or intentional misconduct of Owner, its officials, (c) officers, agents, employees or volunteers, User shall indemnify and hold harmless Owner, its officials, officers, agents, employees and volunteers and their successors and assigns, against and from any and all claims, demands, causes of action, damages, costs or liabilities (collectively "Claims") in law or in equity, of every kind and nature whatsoever, from or caused by (1) the installation, maintenance, use or removal of User's Equipment, except for Claims relating to lead-based paint, or (2) any interruption, discontinuance, or interference with Owner's water storage or service-caused by any action by User or User's agents, suppliers, and contractors. User shall, upon demand and at its own sole risk and expense, defend any and all suits, actions, or other legal proceedings which may be brought or instituted against Owner, its officials, officers, agents, employees and volunteers or their successors or assigns, on any such claim, demand or cause of action; and shall pay and satisfy any judgment or decree which may be rendered against Owner, its officials, officers, agents, employees and volunteers or their successors or assigns, in any such suit, action or legal proceedings; and further, User shall reimburse Owner for any and all legal and other expense incurred by them in connection therewith. This provision shall survive termination of this Agreement.
- (d) Throughout the term of this Agreement, User shall maintain in full force and effect with an insurance carrier or carriers selected by User and rated at least A- by AM Best:
- (i) Workers' Compensation Insurance in compliance with the Workmen's Compensation Law of Ohio, as amended, or other applicable law; and
- (ii) Bodily Injury and Property Damage Liability Insurance with annual aggregate limits of not less than \$2,000,000.

The insurance described above shall also provide contractual liability coverage with respect to liability assumed by User under this Agreement. User shall, prior to placing any of User's Equipment on the Site, submit to Owner certificates for each carrier insuring User showing that User is insured for all

User's liabilities hereunder and that no policy of insurance will be canceled except after thirty (30) days written notice by certified mail to Owner. Such certificates of insurance shall likewise be submitted upon renewal of each policy year so long as this Agreement remains in effect. User may satisfy its financial responsibility by providing written assurances that it self-insures Workers' Compensation by submitting a Certificate of Self Insurance. A renewal certificate shall be submitted when the policies are renewed so long as this Agreement remains in effect.

#### (9) Removal of User's Equipment.

User may at any time remove User's Equipment from Owner's Facilities, but shall give Owner thirty (30) days prior written notice of such removal. Except as otherwise provided in this Agreement, such removal shall not discharge or lessen User's obligations for User Fees due for the remaining period of the then current term of this Agreement, which such User Fees shall remain payable by User.

#### (10) Damage or Destruction of the Site.

If the Site is damaged or destroyed by fire or other cause to such an extent User's effective use of the Site is prevented, User's obligations herein for fees and charges, or a fair and equitable portion thereof, shall be abated only until such time as the Site is sufficiently repaired to enable User to resume use of the Site. Owner shall not have any obligation to restore or repair User's Equipment. If Site is extensively damaged, Owner may terminate this Agreement without penalty or recourse. The provisions of this Section of this Agreement are not intended to limit, modify or release User from any liability it may have for damage or destruction to the Site or the property of other parties on the Site.

#### (11) Condemnation.

If the Site is condemned or conveyed under threat of condemnation so as to make the Site unsuitable for the use permitted User by this Agreement, User may terminate this Agreement as of the date possession is required by the condemnor. Upon such termination, all obligations of Owner hereunder shall cease, and all fees paid in advance for User's use of the Site beyond the date of termination shall be returned to User. User shall not assert a separate claim for damages as a result of such condemnation.

#### (12) Liens.

User shall not permit any document to be filed or recorded affecting the Owner's ownership or use of the Site by reason of labor, services or materials claimed to have been performed or furnished to or for User. If any such document is filed or recorded, User shall have it removed or bonded off within forty-five (45) days after written notice thereof from Owner to User.

#### (13) Assignment of Rights/No Subletting.

This Agreement may be sold, assigned or transferred by User without any approval or consent of Owner to User's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of User's assets in the market defined by the Federal Communications Commission in which the Site is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the Owner, which such consent will not be unreasonably withheld or delayed. In the event this Agreement is sold, assigned or transferred by User pursuant to this provision, then any new owner, assignee or transferee must agree in writing to assume all obligations under this Agreement. No subletting by User is permitted.

#### (14) Taxes.

The User shall pay all taxes and assessments levied on User's Equipment and any tax, fee or charge levied on the Site solely because of the placement and use thereon of User's Equipment. User may contest, at its expense, any assessment imposed on the Site or User's activities.

#### (15) Utilities.

User will be solely responsible for and promptly pay all bills and charges for electricity or any other utility service used or consumed by User on the Site. If Owner so requests, User will have a separate meter or submeter installed at the Site for User's Equipment's utility use, and the cost of such meter and of installation, maintenance, and repair thereof will be paid by User. Site to be coordinated with the Owner. Owner will be solely responsible for and promptly pay all bills and charges for electricity or any other utility service used or consumed by Owner on the Site.

#### (16) Waiver of Terms and Conditions.

Owner's failure to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same shall be and remain at all times in full force and effect.

#### (17) Default or Noncompliance.

- (a) A failure to pay User Fees when due shall be a default of this Agreement. However, Owner must give notice that the User Fees then due have not been paid and allow User ten (10) days to make said payment before taking any action under against User. Any other amounts due Owner by User shall be paid within thirty (30) days after presentation notice and demand therefore and nonpayment of such amounts shall constitute a default of this Agreement if not paid within ten (10) days after written notice of such nonpayment to User. If User fails to comply with any of the other provisions of this Agreement or default in any of its obligations under this Agreement and shall fail within thirty (30) days after written receipt of notice from Owner or Owner's agent to correct such default or noncompliance, Owner may, at its option, declare this Agreement to be in default. Any of the following shall also be deemed an event of default by User of this Agreement:
- (i) A petition against User seeking a reorganization, arrangement, composition, readjustment, liquidation, dissolution or other relief of the same or different kind under any provision of the Bankruptcy Act, and the failure of User in good faith to promptly commence and diligently pursue action to dismiss the petition; or,
  - (ii) A general assignment for the benefits of creditors by User.

Upon a default by User beyond any applicable cure period, Owner may terminate this Agreement without releasing User from all obligations, including but not limited to liability and indemnification obligations.

#### (18) Extension to Successors and Assigns.

This Agreement shall extend to and bind the successors and assigns of the parties hereto.

#### (19) Entire Agreement of the Parties.

This Agreement constitutes the entire agreement of the parties hereto and shall supersede all other prior offers, negotiations and agreements.

#### (20) Severability of Provisions.

If any clause or provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby. Also in such event, the parties agree that the court making the determination will have the power to alter such provisions to the extent necessary to make the remainder of the provision enforceable.

#### (21) Controlling Law.

This Agreement shall be governed by and construed under the laws of the State of Ohio.

#### (22) Notices.

Except for User Fee payment which shall be made in accordance with Section 3 of this Agreement, any notice, demand, or other communication which any party may give or may be required to give to the other party under this Agreement shall be in writing and shall be deemed sufficiently given if personally delivered, telecopied, sent by a nationally recognized overnight courier, or mailed by United States mail, registered or certified mail, postage prepaid, return receipt requested, addressed as set for below:

Addresses are as follows:

To Owner:

City of Napoleon c/o City Manager

PO Box 151

255 W. Riverview Avenue Napoleon, Ohio 43545

419-592-4010

To User:

New Par d/b/a/ Verizon Wireless 180 Washington Valley Road Bedminster, New Jersey 07921 Attention: Network Real Estate

(or such other address as either party shall specify by written notice so given), and shall be deemed to have been delivered as of the date personally delivered, one (1) day following deposit with a recognized overnight courier (with all delivery charges prepaid), upon the sending machine's confirmation of receipt by the receiving telecopy machine if telecopied, or three (3) days following mailing if mailed (postage prepaid).

In witness whereof, Owner and User execute this Agreement in duplicate as of the Effected Date:

December 1, 2004

#### Owner:

The City of Napoleon, Ohio

Poxanne Dietrich

Dr. Jon A. Bisher, City Manager

in and for the City of Napoleon, Ohio

Witness

State of Ohio

State of Ohio, County of Henry.

SS.

Before me, a Notary Public in and for said County, personally appeared the City of Napoleon, Ohio, Grantor, by and through its City Manager, Dr. Jon A. Bisher, who acknowledged that he did sign the foregoing instrument, and that the same is his free act and deed as an individual as well as in his capacity as City Manager.

My Commission Expires:

Notary Public, State of Ohio

My Commission Expires June 23, 2007

Approved as to form and Correctness:

David M. Grahn, City Law Director in and for the City of Napoleon, Ohio-

User:

New Par, a Delaware partnership, d/b/a Verizon Wireless By: Verizon Wireless (VAW) LLC, its general partner

Howard H. Bower

Area Vice President--Network

Witness

Witness

State of <u>Indiana</u>
County of <u>Hamilton</u>.

SS.

Before me, a Notary Public in and for said County, personally appeared Howard H. Bower, Area Vice President – Network, of Verizon Wireless (VAW), LLC, general partner of User, who acknowledged that he did sign the foregoing instrument, and that the same is his free act and deed as an individual as well as in his official capacity.

In testimony whereof, I have hereunto subscribed my hand this

\_\_\_\_\_

My Commission Expires:

nsc.

CYNTHIA R. MC WILLIAMS
MARION COUNTY
My Commission Expires
February 20, 2009

# Appendix "1"

Exhibit "A"

Exhibit "B"

Exhibit "C"

Exhibit "D"

## Exhibit "A"

Construction Plans to be attached upon completion, subject to the approval of Owner, not to be unreasonably withheld.



ENGINEERING AND INSPECTION SERVICES FOR THE COATING INDUSTRY

1104 Third Avenue Lake Odessa, MI 48849 Telephone 1-616-374/3221 Fax 1-616-374/7116

# Water Tower Antenna Installation Analysis

Prepared For:

Verizon

Prepared By:

Dixon Engineering, Inc. June 22, 2004

Location:

Napoleon, Ohio

750,000-Gallon Toro Ellipse Elevated Water Storage Tank



1-3-04 exp 12-31-04

Antenna Provider:

Verizon

Site #:

2502

Dixon Engineering, Inc. has completed overturn calculations for the Verizon antenna installation with consideration for any affect the proposed antennas will have on the tank with respect to wind loading.

- 1. The extra weight of the antennas and cables is insignificant in comparison to the weight of water in the tank.
- 2. The increase in overturning moment is conservatively calculated and is within AWWA D100 design safety factors.

Members: Steel Structures Painting Council American Water Works Association Consulting Engineers Council

1104 Third Avenue Lake Odessa, MF48849 -Teiephone 1-616-374/3221 Fax 1-616-374/7116

Owner:	Napoleon, Ohio	
For:	Verizon	
Date:	June 22, 2004	
Antenna Provider:	Verizon	
Tank Type:	Toro Ellipse	
Tank Volume:	750,000	Gallons

Increase in overturn moment with the existing antennas, proposed roof handrail, and proposed Verizon antennas

Overtur	Overturn Moment		Combined Overturn Moment with Structure	
of Structur	of Structure @100 MPH			
9,495,320	Foot-Pounds	9,495,320	Foot-Pounds	0.00%
Three Existing V	Vhip-Type Antenas			
36,583	Foot-Pounds	9,531,903	Foot-Pounds	0.39%
Proposed I	Roof Handrail			
77,113	Foot-Pounds	9,572,433	Foot-Pounds	0.81%
Four Proposed	Verizon Antennas			
74,794	Foot-Pounds	9,570,114	Foot-Pounds	0.79%
Eight Proposed	Eight Proposed Verizon Antennas			
95,179	Foot-Pounds	9,590,499	Foot-Pounds	1.00%

Total Percent Increase in Overturn Moment	2.99%

\*\*\*The increase in weight added to the tank by the antennas and associated equipment is insignificant with respect to the weight of the tank

Owner:	Napoleon, Ohio	
For:	Verizon	
Date:	June 22, 2004	
Antenna Provider:	Verizon	
Tank Type:	Toro Ellipse	
Tank Volume:	750,000	Gallons
Increase in Overturn Moment with the Three Existing Whip-Type Antennas (2" diameter by 9' tall) on the Roof		

Antenna Overturn Moments Calculations for Toro Ellipse Type Tank Due to Wind Load

Wind Evaluation Speed	100 MPH
Tank Specifications: Height to the Low Water Level: Height to the High Water Level: Diameter of the Tank: Diameter of the Riser: Diameter of the Leg Columns Number of Leg Columns Distance Between High Water Level & the Roof:	130 feet 155 feet 75.5 feet 8 feet 32 inches 9 Quantity 6 feet
Antenna Specifications: Number of Antennas: Height of Antennas: Width of Antennas: Height Above Roof Projection (Est) to the Center of the Antennas: Ice Build Up:	3 Quantity 9 feet 2 inches 18 feet 0.5 inches
Areas of Tank Sections & Moment Arm Lengths: Area of Tank: Moment Arm of Tank: Area of Riser: Moment Arm of Riser: Area of Leg Columns Combined: Moment Arm of Leg Columns:	1989.4 feet <sup>2</sup> 145.5 feet 1040.0 feet <sup>2</sup> 65.0 feet 3240.0 feet <sup>2</sup> 67.5 feet
Total Overturn Moment of Tank @ 100 MPH:	9,495,320 Foot-Pounds
Area of Antennas & Moment Arm Length: Antenna Area (with Ice Build Up Factored In): Antenna Moment Arm:	6.8 feet <sup>2</sup> 179.0 feet
Overturn Moment of Antennas @100 MPH:	36,583 Foot-Pounds
Combined Overturn Moment (tank & antennas):	<b>9,531,903</b> Foot-Pounds
Total Percent Increase in Overturn Moment:	0.39%

Owner:	Napoleon, Ohio	
For:	Verizon	
Date:	June 22, 2004	
Antenna Provider:	Verizon	
Tank Type:	Toro Ellipse	
Tank Volume:	750,000	Gallons
Increase in Overturn Moment with Proposed Addition of a 30' Diameter Roof Handrail		

### Handrail Overturn Moments Calculations for Toro Ellipse Type Tank Due to Wind Load

Wind Evaluation Speed	100 MPH
Tank Specifications: Height to the Low Water Level: Height to the High Water Level: Diameter of the Tank: Diameter of the Riser: Diameter of the Leg Columns Number of Leg Columns Distance Between High Water Level & the Roof:	130 feet 155 feet 75.5 feet 8 feet 32 inches 9 Quantity 6 feet
Handrail Specifications: Number of Handrail Divisions: Height of of Each Divisions: Diameter of the Handrail: Height Above Roof Projection (Est) to the Center of the Handrail: Ice Build Up:	3 Quantity 2.5 inches 30 feet 1.75 feet 0.5 inches
Areas of Tank Sections & Moment Arm Lengths: Area of Tank: Moment Arm of Tank: Area of Riser: Moment Arm of Riser: Area of Leg Columns Combined: Moment Arm of Leg Column:	1989.4 feet <sup>2</sup> 145.5 feet 1040.0 feet <sup>2</sup> 65.0 feet 3240.0 feet <sup>2</sup> 67.5 feet
Total Overturn Moment of Tank @ 100 MPH:	<b>9,495,320</b> Foot-Pounds
Area of Handrail & Moment Arm Length: Handrail Area (with Ice Build Up Factored In): Handrail Moment Arm:	26.3 feet <sup>2</sup> 162.8 feet
Overturn Moment of Handrail @100 MPH:	77,113 Foot-Pounds
Combined Overturn Moment (tank & handrail):	<b>9,572,433</b> Foot-Pounds
Total Percent Increase in Overturn Moment:	0.81%

Owner:	Napoleon, Ohio	
For:	Verizon	
Date:	June 22, 2004	
	Verizon	
Tank Type:	Toro Ellipse	
Tank Volume:	750,000	Gallons
Increase in Overturn Moment with the Proposed Addition of Four Verizon Panel-Type Antennas (70.9" by 6.3") on the Roof Handrail		

### Antenna Overturn Moments Calculations for Toro Ellipse Type Tank Due to Wind Load

Wind Evaluation Speed	100 MPH
Tank Specifications: Height to the Low Water Level: Height to the High Water Level: Diameter of the Tank: Diameter of the Riser: Diameter of the Leg Columns Number of Leg Columns Distance Between High Water Level & the Roof:	130 feet 155 feet 75.5 feet 8 feet 32 inches Quantity 6 feet
Antenna Specifications: Number of Antennas: Height of Antennas: Width of Antennas: Height Above Roof Projection (Est) to the Center of the Antennas: Ice Build Up:	4 Quantity 70.9 inches 6.3 inches 10 feet 0.5 inches
Areas of Tank Sections & Moment Arm Lengths: Area of Tank: Moment Arm of Tank: Area of Riser: Moment Arm of Riser: Area of Leg Columns Combined: Moment Arm of Leg Columns:	1989.4 feet <sup>2</sup> 145.5 feet 1040.0 feet <sup>2</sup> 65.0 feet 3240.0 feet <sup>2</sup> 67.5 feet
Total Overturn Moment of Tank @ 100 MPH:	<b>9,495,320</b> Foot-Pounds
Area of Antennas & Moment Arm Length: Antenna Area (with Ice Build Up Factored In): Antenna Moment Arm:	14.6 feet <sup>2</sup> 171.0 feet
Overturn Moment of Antennas @100 MPH:	74,794 Foot-Pounds
Combined Overturn Moment (tank & antennas):	<b>9,570,114</b> Foot-Pounds
Total Percent Increase in Overturn Moment:	0.79%

Owner:	Napoleon, Ohio	
For:	Verizon	
Date:	June 22, 2004	
Antenna Provider:	Verizon	
Tank Type:	Toro Ellipse	
Tank Volume:	750,000	Gallons
Increase in Overturn Moment with the Proposed Addition of Eight Verizon Panel-Type Antennas (47.4" by 5.9") on the Roof Handrail		

### Antenna Overturn Moments Calculations for Toro Ellipse Type Tank Due to Wind Load

Type	c rank Due to will Load
Wind Evaluation Speed	100 MPH
Tank Specifications: Height to the Low Water Level: Height to the High Water Level: Diameter of the Tank: Diameter of the Riser: Diameter of the Leg Columns Number of Leg Columns Distance Between High Water Level & the Roof:	130 feet 155 feet 75.5 feet 8 feet 32 inches 9 Quantity 6 feet
Antenna Specifications: Number of Antennas: Height of Antennas: Width of Antennas: Height Above Roof Projection (Est) to the Center of the Antennas: Ice Build Up:	8 Quantity 47.4 inches 5.9 inches 10 feet 0.5 inches
Areas of Tank Sections & Moment Arm Lengths: Area of Tank: Moment Arm of Tank: Area of Riser: Moment Arm of Riser: Area of Leg Columns Combined: Moment Arm of Leg Columns:	1989.4 feet <sup>2</sup> 145.5 feet 1040.0 feet <sup>2</sup> 65.0 feet 3240.0 feet <sup>2</sup> 67.5 feet
Total Overturn Moment of Tank @ 100 MPH:	<b>9,495,320</b> Foot-Pounds
Area of Antennas & Moment Arm Length: Antenna Area (with Ice Build Up Factored In): Antenna Moment Arm:	18.6 feet <sup>2</sup> 171.0 feet
Overturn Moment of Antennas @100 MPH:	95,179 Foot-Pounds
Combined Overturn Moment (tank & antennas):	<b>9,590,499</b> Foot-Pounds
Total Percent Increase in Overturn Moment:	1.00%

### Exhibit "B"

LESSEE is authorized to install and maintain the following equipment:

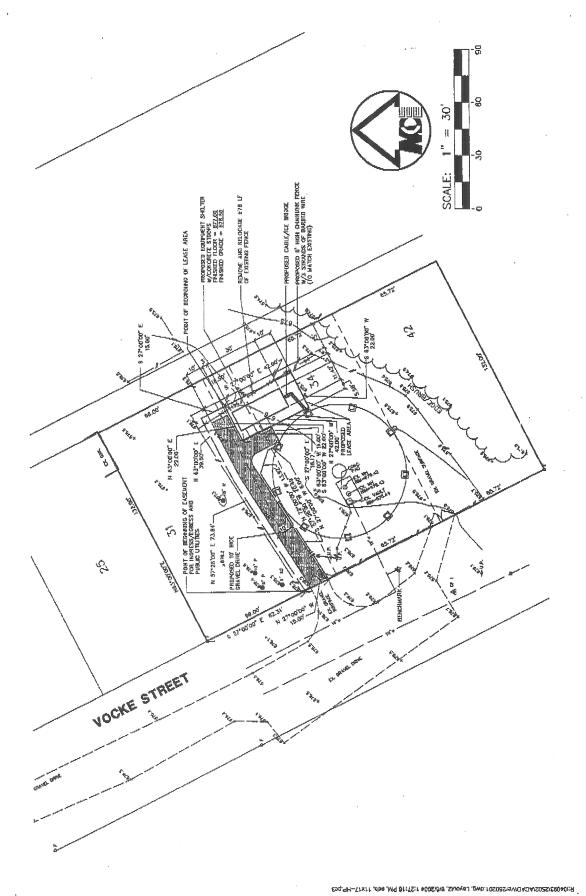
#### **ANTENNA INFORMATION**

**ANTENNAS:** (4) Antel/BSA 185065/12 @ 175; (8) Antel/LPA 185080/8CF @ 175' Orientation: 60, 170, 270

Diameter of transmission line: Not to exceed 1 5/8" inches (1 line per antenna)

# Exhibit "C"

(Survey)



### Exhibit 'D"

- Owner's equipment shall be purchased, installed, operated and maintained, at the expense of Owner, and must be kept and maintained at all times in a good state of repair and maintenance and in compliance with all laws, rules and regulations of any and all governmental authorities. User assumes no responsibility for the licensing, operation or maintenance of the Owner's equipment. Utilities required by Owner for its equipment shall be paid for by Owner.
- 2. It is understood and agreed by and between the parties hereto that the Owner's equipment shall, unless otherwise agreed to in writing, remain the personal property of Owner and Owner shall have the privilege and right to remove the same at any time during the term of this Agreement, except that damage to the Equipment Building cause by the removal shall be repaired to its original state, normal wear and tear excepted.
- 3. Owner shall not damage the Equipment Building or any personal property or fixtures thereon in any way. Owner shall be responsible and liable for any such damages.
- 4. Owner agrees that its equipment shall not cause interference to the use or enjoyment by User, including, but not necessarily limited to interference with radio communication facilities. In the event that Owner's equipment causes such interference to such use or enjoyment, Owner agrees to immediately take corrective action to remove the interference at Owner's sole expense.
- 5. Installation of the equipment by Owner shall be coordinated with User.
- 6. All cables and wires entering or exiting the Equipment Building must do so in a manner approved by User, approval not to be unreasonably withheld.
- 7. User shall supply Owner with keys or security devices or codes for accessing the Equipment Building, no duplication permitted without express permission by User.

# Memorandum of Agreement

From City of Napoleon, Ohio to New Par/ Verizon Wireless

This Memorandum is being made in regard to a Lease made on the 1<sup>st</sup> day of December 2004 by and between the City of Napoleon, Ohio, a Municipal Corporation organized under the laws of Ohio (hereinafter called "CITY" (Owner)) located at 255 West Riverview Avenue, Napoleon, Ohio, 43545 and New Par, a Delaware partnership, d/b/a/ Verizon Wireless, licensed to do business in Ohio (hereinafter called "User") located at 180 Washington Valley Road, Bedminster, New Jersey, 07921. (City Contract No. 2004-35)

**Description:** Being antenna(s), equipment, and shelter located on Owner's Water Tower at 850 Vocke Street, Napoleon, Henry County, Ohio.

Term: Subject to the terms of the Agreement, User agrees to pay in the form of a monthly payment for the non exclusive use of the Water Tower for purpose of having placed wireless transmission antenna and other appurtanences. The initial term of this Agreement will commence on the date of full execution by the Parties (the "Commencement Date being December 1, 2004") and end on the fifth anniversary of the Commencement Date. This Agreement shall be automatically extended for three (3) additional five (5) year terms unless User gives Owner written notice of User's intent to not extend at least ninety (90) days prior to the end of the then current term. Prior to termination of this Agreement, User shall cease use of and remove User's Equipment on the Site. If not so removed, Owner may remove User's equipment and recover the costs therefor from User, without any liability for damage to User's Equipment from such removal. User shall restore the Site to its original condition, ordinary wear and tear excepted; however, if User shall fail to restore the Site, all costs associated therewith shall be borne by User. In the event of termination of this Agreement, the Equipment Building(s) may become the property of "Owner" at Owner's option. The restoration provision of this paragraph shall survive termination of the Agreement.

In Witness Whereof, I have hereunto set	my hand, this <u>lst</u> day of <u>Decembe</u>	<b>r</b> , 2004
	City of Napoleon, Ohio	
	Dr. Jon A. Bisher, City Manager	
State of Ohio	Dr. Jon A. Bisher, City Manager	
County of Henry ss.		
Ohio (Owner), by and through its City M	id County, personally appeared the City of fanager, Dr. Jon A. Bisher, who acknowled at the same is his free act and deed of the City.	lged that he
In testimony whereof, I have her <u>Occumber</u> , 2004.	reunto subscribed my name this /// day	y of
	Roxanne Dietrica	N
(SEAL)	Notary Public My Commission Expires:	Roxanne Di

This instrument was prepared and approved by David M. Grahn, City Attorney
P.O. Box 151
Napoleon, Ohio 43545
419-592-3503

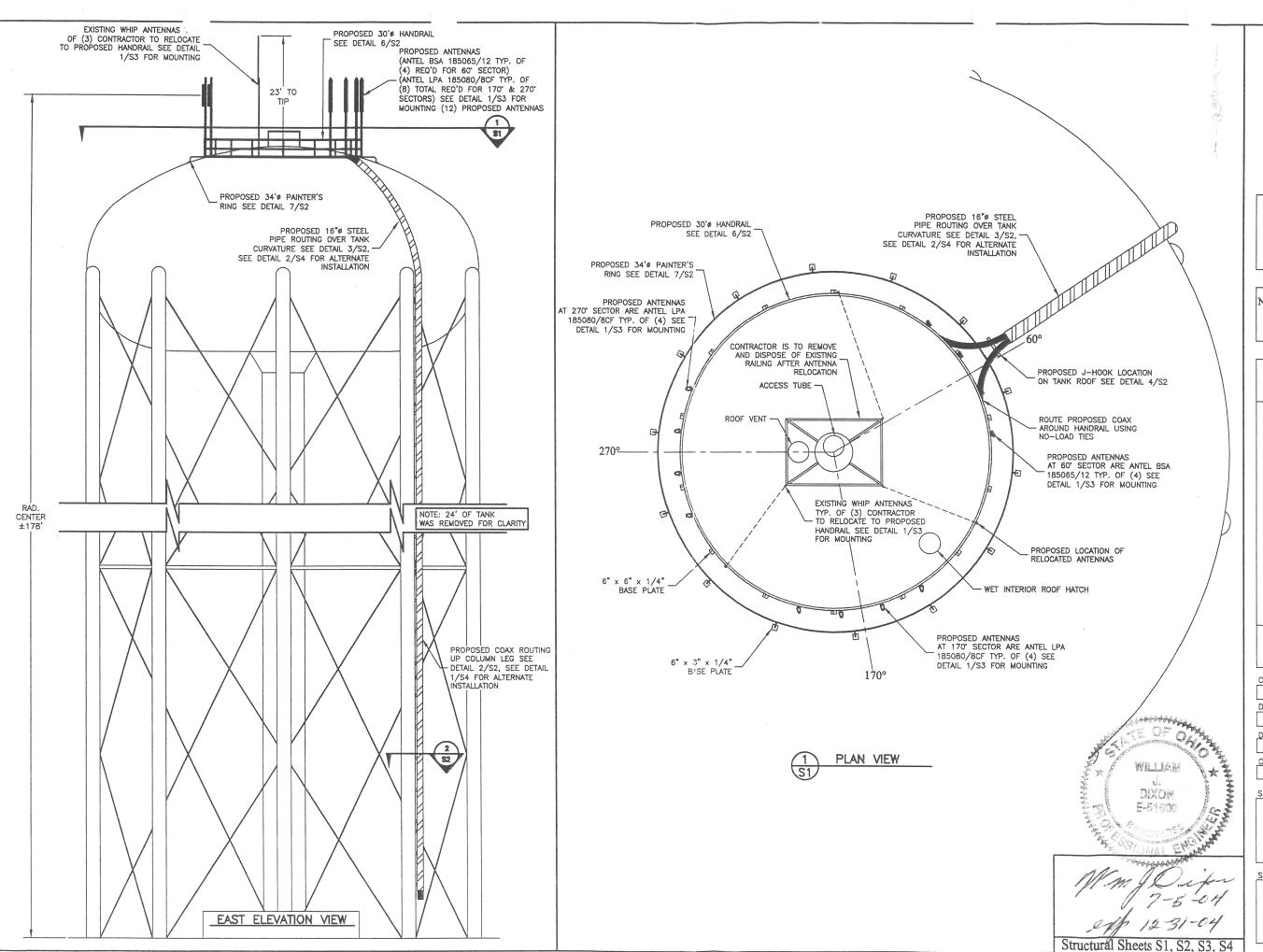
Notary Public, State of Obio
My Commission Expires June 23, 2007

		MARSH		CERTIFIC	ATE OF IN	SURANCE		FICATE NUMBER 002152400-01
PRO	DUCE	R Marsh USA Inc. 1166 Avenue of the Americas New York, NY 10036	s	NO RIGHTS UI POLICY. THIS	ON THE CERTIFICATE	MATTER OF INFORMATION ON HOLDER OTHER THAN THOSE OT AMEND, EXTEND OR ALTE BED HEREIN.	ILY AND	CONFERS DED IN THE
					COMPANI	S AFFORDING COVER	AGE	
				COMPANY				
		TE-GAUW-04-05		<b>A</b> A	MERICAN HOME	ASSURANCE COMPANY	<u> </u>	
INS	JRED	OF LOO DADTHEDOUID		COMPANY				
		CELLCO PARTNERSHIP DBA VERIZON WIRELESS		B II	NSURANCE CO ST	TATE OF PENNSYLVANI	Α	
		180 WASHINGTON VALLEY BEDMINSTER, NJ 07921	'ROAD	COMPANY C IL	LINOIS NATIONAI	INSURANCE CO.		
				COMPANY D N.	ATIONAL UNION F	FIRE INS. CO. OF PITTSE	3URG,	, PA
со	THIS NOTV PERT	IS TO CERTIFY THAT POLICIES OF WITHSTANDING ANY REQUIREMENT,	CONTINUES OF CERTIFICATION OF CARRIER SUPERSONS OF CONTINUES OF ANY CONTRACT OF THE POLICIES DESCRIBED HEREIN IS SUED BY PAID CLAIMS.	BEEN ISSUED TO THE OTHER DOCUMENT	HE INSURED NAMED WITH RESPECT TO W	HEREIN FOR THE POLICY PE	ERIOD I	ED OR MAY
CO LTR		TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIP	WITS	
Α	GEN	ERAL LIABILITY	RMGL4806326	06/30/04	06/30/05	GENERAL AGGREGATE	\$	2,000,000
	Χ	COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG	\$	INCLUDED
		CLAIMS MADE X OCCUR				PERSONAL & ADV INJURY	\$	2,000,000
		OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE	\$	2,000,000
						FIRE DAMAGE (Any one fire)	\$	50,000
						MED EXP (Any one person)	\$	10,000
A A	X	OMOBILE LIABILITY  ANY AUTO	RMCA 518-9063 (AS) RMCA 518-9064 (TX)	06/30/04	06/30/05 06/30/05	COMBINED SINGLE LIMIT	\$	2,000,000
A A		ALL OWNED AUTOS SCHEDULED AUTOS	RMCA 518-9065 (MA) RMCA 518-9066 (VA)	06/30/04 06/30/04	06/30/05 06/30/05	BODILY INJURY (Per person)	\$	
		HIRED AUTOS NON-OWNED AUTOS				BODILY INJURY (Per accident)	\$	
			Self Insured for Physical Damage			PROPERTY DAMAGE	\$	
	GAR	RAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$	
		ANY AUTO				OTHER THAN AUTO ONLY:	Ψ	
						EACH ACCIDENT	\$	
						AGGREGATE	\$	
	EX	CESS LIABILITY				EACH OCCURRENCE	\$	
		UMBRELLA FORM				AGGREGATE	\$	
		OTHER THAN UMBRELLA FORM					\$	
Α		RKERS COMPENSATION AND PLOYERS' LIABILITY	RMWC 521-2648 (AS)	06/30/04	06/30/05	X WC STATU- OTH- TORY LIMITS ER		
Α			RMWC 521-2649 (CA)	06/30/04	06/30/05	EL EACH ACCIDENT	\$	500,000
В		PROPRIETOR/ RTNERS/EXECUTIVE  X INCL	RMWC 521-2650 (FL, MA, TN, VA)	06/30/04	06/30/05	EL DISEASE-POLICY LIMIT	\$	500,000
С	OFF	ICERS ARE: EXCL	RMWC 521-2651 (MI, NY, WI)	06/30/04	06/30/05	EL DISEASE-EACH EMPLOYEE	\$	500,000
D		RKERS' COMPENSATION & PLOYERS LIABILITY	RMWC 521-2652 (NV, OR)	06/30/04	06/30/05	SAME AS ABOVE		
DES	CRIPT	ION OF OPERATIONS/LOCATIONS/VE	HICLES/SPECIAL ITEMS	1				
CE	RTIF	ICATE HOLDER		CANCELLA	TION			
				I		EREIN BE CANCELLED BEFORE THE	E EVDID.	TION DATE TUESCO
						ENDEAVOR TO MAIL		
		EVIDENCE OF COVERAGE				AILURE TO MAIL SUCH NOTICE SHAL		
				1		FORDING COVERAGE, ITS AGENTS O		
				ISSUER OF THIS CE				OR THE
				MARSH USA INC.				

BY: Steven Becker MM1(3/02)

Otale Dale

VALID AS OF: 08/30/04





26935 NORTHWESTERN HWY. SUITE 100 SOUTHFIELD, MI 48034-8449 OFFICE: 248-915-3000 FAX: 248-915-3598



NAPOLEON WATER TANK FILMORE STREET NAPOLEON, OH 43545

- 1					
	DATE	06/11/2004			
	REVISION/DESCRIPTION	SUBMITTED FOR REVIEW/BIDDING			
	No.	<b>#</b> 1.			

CARRIER SITE NO. 2502

DIXON PROJECT NO.

DE-35-01-04-04

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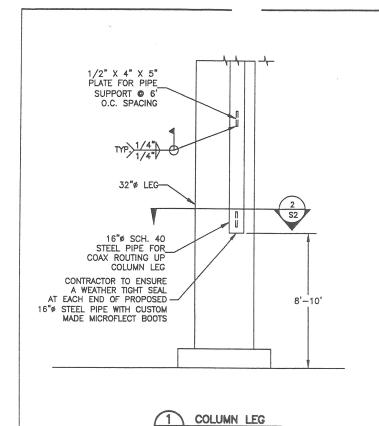
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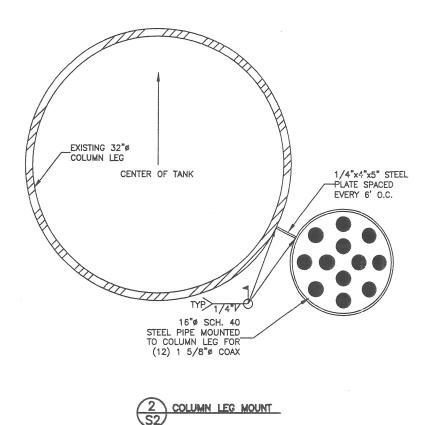
SHEET TITLE

STRUCTURAL **DRAWINGS** 

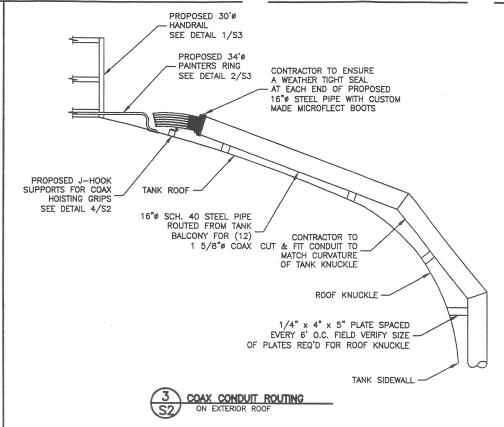
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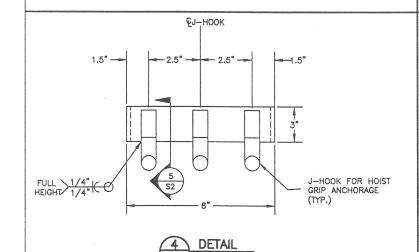
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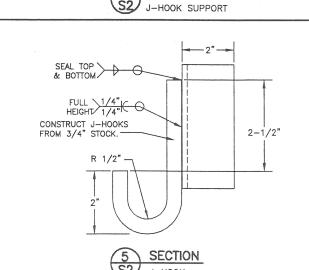


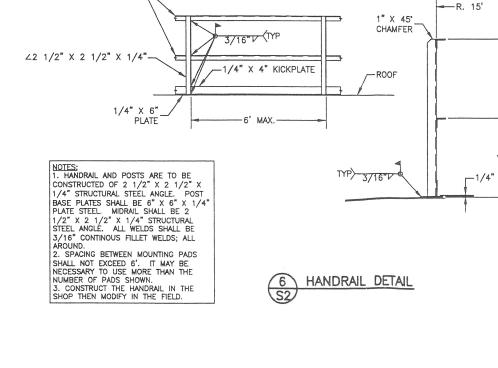


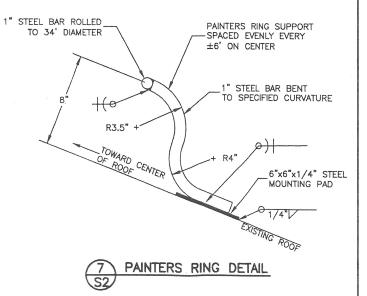
√42 1/2" X 2 1/2" X 1/4"









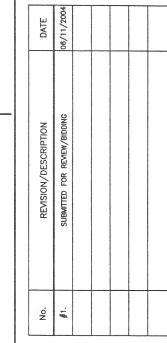




26935 NORTHWESTERN HWY. SUITE 100 SOUTHFIELD, MI 48034—8449 OFFICE: 248—915—3000 FAX: 248—915—3598



NAPOLEON WATER TANK FILMORE STREET NAPOLEON, OH 43545



CARRIER SITE NO. 2502 DIXON PROJECT NO. DE-35-01-04-04 DRAWN BY

CMK CHECKED BY

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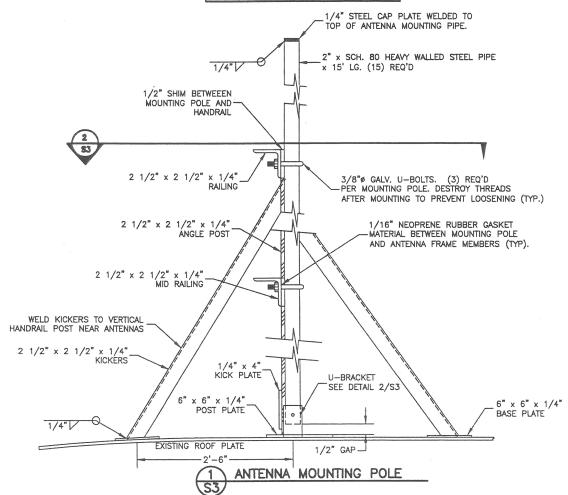
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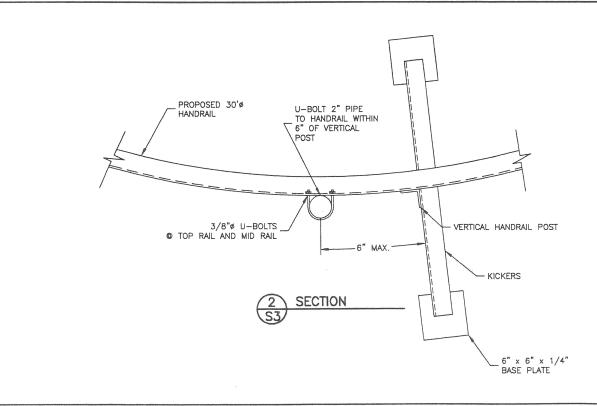
STRUCTURAL DRAWINGS

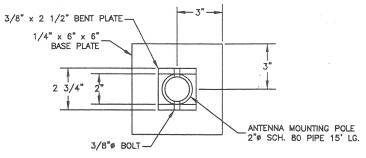
SHEET NUMBER

S-2

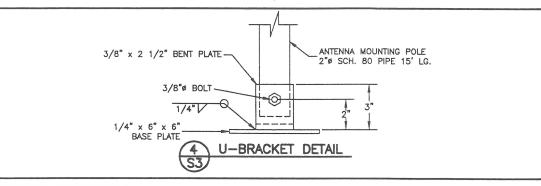
1.ANTENNA MOUNTING TO POLE PER MANUFACTURER'S RECOMMENDATIONS. 2.USE KICKERS ON HANDRAIL NEAR ANTENNAS FOR EXTRA HANDRAIL SUPPORT.











#### GENERAL WELDING:

- 1. ALL WELDING SHALL BE PERFORMED BY A CERTIFIED WELDER.
- 2. COMPLY WITH THE AWS D1.1 STRUCTURAL WELDING CODE, ANSI/AWWA D100-96 (LATEST EDITION THEREOF), "AWWA STANDARD FOR WELDED STEEL TANKS FOR WATER STORAGE" AND FEDERAL, STATE AND LOCAL CODES, DURING CONSTRUCTION DESIGN AND FABRICATION.
- MAKE ALL WELDS TO THE TANK WALL WITH E7018 LOW HYDROGEN ROD. WELD SMOOTH AND AVOID UNDERCUTS AND BURRS. GRIND SMOOTH ALL WELDS SO THAT NO SHARP PROTRUSIONS REMAIN. SMOOTH IS DEFINED AS: "NO CUTS OR ABRASIONS OCCUR WHEN RUBBING YOUR HAND OVER THE WELD."
- 4. BEFORE WELDING, REMOVE ALL COATINGS WITHIN 6" OF THE AREA TO BE WELDED.
- USE ASTM A-36 CARBON STEEL FOR ALL STRUCTURAL STEEL; USE A-307 BOLTS UNLESS OTHERWISE SPECIFIED. FIELD FIT UP PROBLEMS OR CHANGES TO THE PLAN SHEETS ARE TO BE BROUGHT TO THE ATTENTION OF THE ENGINEER.

#### GENERAL PAINTING INSTRUCTIONS:

ABRASIVE BLAST CLEAN ALL NEW STEEL TO COMMERCIAL GRADE (SSPC-SP6) CONDITION AND APPLY A

THREE COAT	EPOXY/UKETHANE SYSTEM AS	FOLLOWS:	
COAT	TNEMEC SERIES	MINIMUM DET	MAXIMUM DF
PRIMER	N27	2.0	3.0
INTERMEDIATE	N27	2.0	3.0
TOPCOAT*	74	2.0	3.0

2. EDGES TO BE WELDED IN THE FIELD SHALL NOT BE COATED (LEAVE A MINIMUM OF TWO INCHES BARE METAL.)

FIELD PAINTING:

EXTERIOR-SOLVENT CLEAN, SPOT POWER TOOL CLEAN ALL ABRADED AND WELDED AREAS TO A SSPC-SP11 GRAY METAL CONDITION AND SPOT COAT IN ACCORDANCE WITH COATINGS AS SPECIFIED ABOVE. DRY INTERIOR-SPOT POWER TOOL CLEAN ALL AREAS OF BURNED COATING TO A SSPC-SP11 GRAY METAL

CONDITION AND APPLY A TWO COAT EPOXY POLYAMIDE SYSTEM AS FOLLOWS: TNEMEC SERIES MINIMUM DET MAXIMUM DFT PRIMER FC20-1255 3.0 TOPCOAT FC20-WH02 3.0 5.0 10.0

WET INTERIOR-SPOT POWER TOOL CLEAN ALL AREAS OF BURNED COATING TO A SSPC-SP11 GRAY METAL CONDITION. WHEN THE TANK IS NOT TAKEN OUT OF SERVICE APPLY COATING TO PREPARED SURFACE

45	FOLLOWS:							
	COAT	RAVEN SERIES	MINIMUM DFT	MAXIMUM_DFT				
	PRIMER	AQUATAPOXY	3.0	5.0				
	TOPCOAT	AQUATAPOXY	3.0	5.0				
	TOTAL		6.0	10.0				
4.	PREPARATION OF GALVANIZED MATERIAL:							
	APPLY ONE	COAT OF CLEAN 'N' FTCH AS	DED MANUEACTUREDS	PECOMMENDATIONS				

TNEMEC SERIES MINIMUM DET COAT MAXIMUM DET PRIMER 66 HI-BUILD EPOXOLINE 2.0 3.0 1074 ENDURA-SHEILD **TOPCOAT\*** 2.0 3.0 6.0

5. PREPARATION OF ALL MISCELLANEOUS ANTENNA EQUIPMENT:

(ANTENNAS, COAX, MOUNTING BRACKETS) TNEMEC SERIES COAT MINIMUM DET MAXIMUM DFT PRIMER 135 CHEMBUILD EPOXY 3.0 4.0 TOPCOAT\* 1074 ENDURA-SHIELD 1.5 2.5 4.5 6.5 \*TOPCOAT COLOR TO MATCH EXISTING COLOR. (SEE TANK OWNER FOR RECORDS)

6. APPLY ALL COATINGS IN ACCORDANCE WITH MANUFACTURERS RECOMMENDATIONS.



26935 NORTHWESTERN HWY. SUITE 100 SOUTHFIELD, MI 48034-8449 OFFICE: 248-915-3000 FAX: 248-915-3598



NAPOLEON WATER TANK FILMORE STREET NAPOLEON, OH 43545

No.,	REVISION/DESCRIPTION	DATE
#1·	SUBMITTED FOR REVIEW/BIDDING	06/11/2004

CARRIER SITE NO. 2502 DIXON PROJECT NO.

DE-35-01-04-04

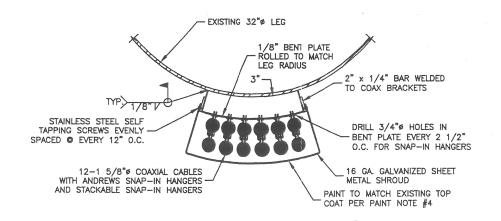
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SHEET TITLE

STRUCTURAL DRAWINGS

SHEET NUMBER



1 LEG COAX SUPPORT

NOTE:
CONTRACTOR TO WELD BENT
PLATES ON EXTERIOR ROOF TO
SUPPORT COAX CABLES SPACED
AT 36" MINIMUM.

PAINT TO MATCH EXISTING TOP
COAT PER PAINT NOTE #4

1. 5/8" Ø COAXIAL CABLE & ANDREWS
STACKABLE SNAP IN HANGERS
TYP OF 12 REQD.

16 GA. GALVANIZED SHEET
METAL SHROUD

2" x 1/4" BAR WELDED
TO COAX BRACKETS

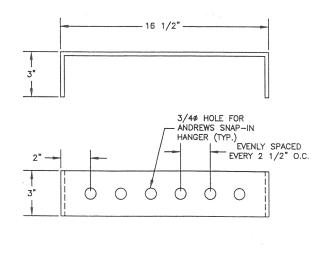
1/8" BENT ₱

COAX SUPPORT

1/8" TYP.

COAX SUPPORT

TYP.







26935 NORTHWESTERN HWY. SUITE 100 SOUTHFIELD, MI 48034-8449 OFFICE: 248-915-3500 FAX: 248-915-3598



NAPOLEON WATER TANK FILMORE STREET NAPOLEON, OH 43545

	DATE	06/11/2004			
	REVISION/DESCRIPTION	SUBMITTED FOR REVIEW/BIDDING			
	No.	#1.			

2502
DIXON PROJECT NO.

DE-35-01-04-04

DRAWN BY

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CHECKED BY

SHEET TITLE

STRUCTURAL DRAWINGS

SHEET NUMBER

S-4