

Cell Site No. 10017570  
Cell Site Name: 368-028  
Fixed Asset No. 10017570  
Market: NORTH CAROLINA/SOUTH CAROLINA  
Address: 1300 East Pettigrew Street, Durham, NC 27701

## WATER TANK LICENSE AGREEMENT

THIS AGREEMENT (“Agreement”) is made this 26<sup>th</sup> day of December 2012 (“Effective Date”), by and between the City of Durham (hereinafter referred to as the “Licensor” or “the City”) and New Cingular Wireless PCS, LLC, a Delaware limited liability company (hereinafter referred to as the “Licensee”).

### 1. USE:

Licensor, subject to the terms and conditions hereof, grants to Licensee the non-exclusive license to install, maintain and operate the radio communications equipment described in Exhibit 1 attached hereto (hereinafter referred to as the “Equipment”) on the tank (hereinafter referred to as the “Tank”) and the right to construct and use an equipment storage area (hereinafter referred to as the “Storage”) located at Licensor’s facility described in Exhibit 1 attached hereto (hereinafter referred to as the “Site”). Licensee shall have an exclusive license to locate its equipment on the specific location on the Tank and on the specific location for the Storage shown in the construction plans approved by the Licensor prior to beginning construction.

Licensor and Licensee agree that the primary function of the Tank is to provide water service to Licensor’s water customers. Should the Licensor determine, in its sole discretion, that the performance of this agreement interferes with the primary function of the Tank, the Licensor may terminate this agreement with ninety (90) days written notice to Licensee. Licensee shall have the right during said ninety (90) day period to cure the interference problem to the satisfaction of the Licensor, provided, however, that if said cure is not achieved in the sole judgment of the Licensor, Licensee must have completely vacated the Tank within twenty (20) days after the expiration of said ninety (90) day period. If Licensee determines, in its sole judgment, that the operation of the Tank by the Licensor is creating interference with Licensee’s use and operation of its facility at the Tank, or Licensee determines, for any reason whatsoever, that the radio frequency propagation from the Tank does not meet the needs of its system, Licensee may terminate this Agreement by giving the Licensor ninety (90) days’ written notice. Licensee’s right to terminate this Agreement is subject to all of the terms hereof regarding Licensee’s obligation to remove the Equipment and Storage at the expiration or termination of this Agreement. Licensor shall also have the right to terminate this Agreement for health and safety concerns upon three hundred sixty five (365) days written notice to Licensee.

### 2. TERM:

This Agreement shall commence on the 26<sup>th</sup> Day of December 2012 (“Commencement Date”) and shall be for a period of ten (10) years and terminate on the 25<sup>th</sup> Day of December 2022.

### 3. FEE AND RENTAL:

- (a) During the first year of this Agreement, the Licensee shall pay to Licensor a non-cancelable fee and rental in the sum of Thirty-Five Thousand and 00/100 Dollars (\$35,000.00) dollars per annum. Payments shall be increased by three percent (3%) per year compounded annually during each year of the term. The first payment shall be due within twenty (20) days following the date of full execution of this Agreement (the “Effective

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Date”) and payments for subsequent years shall be due prior to the anniversary date of this Agreement. All payments shall be made directly to the City of Durham General Services Department and these payments shall be exclusive of charges for the furnishing of any utilities such as, but not limited to, electricity, gas, water, sewer or telephone.

- (b) Licensee shall have a separate electric meter to measure Licensee’s electric consumption and Licensee shall pay directly to the public utility company for the installation of the meter and for any electricity used by Licensee’s Equipment.
- (c) Licensor acknowledges that, if Licensee terminates this Agreement under the provisions of paragraph 1, Licensee shall be entitled to a refund of 90% of any prepaid rent, prorated to the date of termination. Licensee agrees to return the Site to its original, or better, condition upon vacating the premises, reasonable wear and tear excepted. Should the Licensor, in its sole discretion, decide to accept the Site with any equipment or property of Licensee’s remaining on the Site or in the Storage area, such equipment shall become the property of Licensor upon the Lease’s termination.

4. OPERATION OF EQUIPMENT:

- (a) Licensee shall operate its Equipment during the term hereof in compliance with all present and future rules and regulations imposed by any local, state, or Federal authority having jurisdiction with respect thereto including, without limitation, the rules and regulations of the Federal Communication Commission (hereinafter referred to as the “FCC”), and the Federal Aviation Administration (hereinafter referred to as the “FAA”). Prior to installation of its equipment or making any modifications or changes to its Equipment, if any, Licensee shall comply with the following:
  - (i) Licensee shall submit all plans for Licensor’s approval; and
  - (ii) Prior to commencement of any work, Licensee shall obtain Licensor’s written approval and required approvals of all Federal, state, and local agencies. Licensee shall promptly deliver to Licensor written proof of compliance with all applicable Federal, state and local laws, rules and regulations in connection with any installations, changes or modifications of Equipment; and
  - (iii) All of the installations, modifications or changes to Licensee’s Equipment shall conform with Licensor’s design specifications and Licensor’s requirements, including weight and wind load requirements, and shall not interfere with any other radio communications system and equipment located in and upon the Site, and shall be in compliance with all applicable local, state, and Federal government requirements including but not limited to zoning, FAA, and FCC specifications; and
  - (iv) All of Licensee’s Equipment shall be clearly marked to show Licensee’s name, address, telephone number and the name of the person to contact in case of emergency, and shall also display Licensee’s FCC call sign, frequency(s) and location. All coaxial cable shall be identified in the same manner at the bottom and at the top of each transmission line.
- (b) In all matters where Licensor’s approval is required and Licensor should determine in its reasonable discretion that a possibility of a threat of interference or other disruption with the

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business of the Licensor or other existing licensees exists, Licensor shall have the absolute right to withhold consent.

- (c) Licensee shall, at its sole cost and expense, obtain its electrical power supply directly from the public utility company. Licensee hereby agrees that all power lines installed by Licensee shall be located as directed by Licensor.
- (d) In the event that Licensee requires telephone service, Licensee, at its sole cost and expense, shall obtain such telephone service. Any work performed in connection with the telephone service shall comply with the provisions of subparagraph (a) hereof. Licensee hereby agrees that any telephone lines installed by Licensee shall be located as directed by Licensor.
- (e) In the event a zoning variance, special use permit or other similar governmental approval is required in connection with the installation or any proposed modification of Licensee's Equipment, Licensee shall be solely responsible for obtaining the appropriate approval.
- (f) In order to assure Licensee's compliance with the provisions of this Agreement, the plans and specifications for Licensee's Equipment and any modifications thereto shall be submitted to the Licensor for review and approval by the Licensor, or engineers and/or consultants selected by Licensor. Licensee shall reimburse Licensor for Licensor's reasonable expenses, not to exceed One Thousand and 00/100 Dollars (\$1000.00), incurred in connection with such review and approval. All work performed at this Site in connection with the installation and modification of Licensee's Equipment shall be performed by contractors selected by Licensee, at Licensee's expense.
- (g) Licensee represents that, upon the execution of this Agreement, Licensee shall apply for all approvals, consents or access rights necessary for new installations of its Equipment or Storage.
- (h) If, after execution of this Agreement, Licensee is unable to satisfy any of the conditions set forth in this Section 4, or is unable to obtain any of the approvals required under this Section 4, including, but not limited to, approvals from the Licensor, Licensee shall have the right, upon thirty (30) days prior written notice to Licensor to terminate this Agreement, whereupon one hundred percent (100%) of any prepaid rent, prorated to the date of termination shall be refunded to Licensee and neither party shall have any further liabilities or obligations hereunder. Licensee agrees to return the Site to its original, or better, condition upon vacating the premises, reasonable wear and tear excepted. Should the City, in its sole discretion, decide to accept the Site with any equipment or property of Licensee's remaining on the Site or in the Storage area, such equipment shall become the property of the City of Durham upon the Lease's termination.

## 5. EQUIPMENT

- (a) The installation and operation of Licensee's Equipment shall not interfere electrically or in any other manner whatsoever, with Licensor or any other party or Licensee presently operating and maintaining radio communications systems and other equipment at the Site, or with any City systems or equipment, whenever installed. All repeater systems at the Site shall be equipped with, at a minimum, a single stage isolator and a bandpass/reject type duplexer. No notch type duplexers will be allowed. Except as otherwise provided in

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subparagraph (b) below, it is expressly understood and agreed that if the installation or operation of Licensee's Equipment shall interfere with other radio communications systems and equipment at any time, Licensee shall upon request (verbal or otherwise), immediately suspend its operations and do whatever Licensor deems necessary to eliminate or remedy such interference. If the interference cannot be rectified, then Licensor may at its option immediately and with notice terminate this Agreement and Licensee shall remove all of Licensee's Equipment within thirty (30) days or Licensor may remove any and all of Licensee's Equipment at Licensee's cost and expense. The Licensee will be responsible for notifying Licensor of interference created by future Licensees at the Tank and Licensor agrees that all future Licensees will execute License Agreements requiring them to terminate their occupancy of the facility if they cause interference and such interference cannot be resolved.

Licensor acknowledges and agrees that the foregoing obligation of Licensee to correct interference problems or remove its Equipment shall apply only to interference with the City's equipment or the equipment of any Licensee occupying the Site prior to the date hereof. It shall be the obligation of said subsequent Licensee to adjust its equipment or operations to remedy the interference or remove its equipment. Licensee shall not be required to modify its Equipment or adjust its operations to correct interference problems resulting from subsequent licensees at the Site.

(b) The installation and operation of Licensee's equipment shall not interfere in any manner whatsoever with Licensor's use of the premises for its primary function as an elevated Water Storage Tank. During the term of this Agreement and subject to the terms hereof, Licensor agrees that Licensee or its agents shall have free access to the Tank and the remainder of the Site at all times for purposes of operating, inspecting, maintaining, removing, repairing and replacing Licensee's Equipment.

(c) Licensee understands and agrees that Licensor will perform corrective maintenance and preventive maintenance when required as determined by Licensor. If maintenance by the Licensor is likely to cause interruption to the operation of Licensee's equipment, Licensor will give Licensee thirty (30) days written notice, and Licensee shall make adjustments as needed, including removal of Licensee's equipment from the Tank on a temporary basis. In the event of emergency repairs by the Licensor to the Site or Tank, Licensee's operations may be interrupted without prior notice from Licensor, provided that Licensor notifies Licensee at its earliest possible convenience. Licensor agrees that, to the extent feasible, Licensee shall have the right to utilize a mobile facility that does not interfere with the maintenance process and complies with all City Ordinances, including Zoning Ordinances.

#### 6. MAINTENANCE AND REMOVAL OF EQUIPMENT:

(a) Licensee shall be solely responsible for all costs associated with maintenance of its Equipment and storage, if any, on the Site, in accordance with all applicable laws, rules and regulations and this Agreement. All maintenance work shall be performed by contractors licensed by the State of North Carolina. If the structural safety of the Tank is impaired as a result of the installation of Licensee's equipment, Licensee shall be solely responsible for all necessary alterations, modifications and repairs. Notwithstanding the foregoing, Licensor shall have the right to replace the Tank at any time during the term of this Agreement. The Licensor will give the Licensee as much advance notice as possible of the replacement, but in no case less than ninety (90) days written notice. Licensee will be allowed to occupy the

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replacement Tank under the terms of this Agreement, unless such use of the replacement Tank would substantially interfere with the primary function of the Tank, as determined by the Licensor at its sole discretion. Further, Licensor will consider allowing Licensee to use mobile facilities at the Site until the replacement is completed, provided it does not interfere with the construction process and all City ordinances, such as the Zoning Ordinance, are complied with fully. The foregoing notwithstanding, if Licensor terminates this Agreement as a result of replacement of the Tank, or Licensee terminates this Agreement because the replacement tank is not suitable for Licensee's purposes, Licensee shall be entitled to a refund of all prepaid rent attributable to future occupancy, and neither party shall have any further liability or obligation hereunder.

- (b) Upon the expiration or earlier termination of this Agreement and upon the payment of the Fee and all other sums due Licensor on such expiration or termination date, Licensee shall remove all its Equipment. Any and all removal of Licensee's equipment shall be performed by a contractor licensed by the State of North Carolina, performed in a workmanlike manner, without any interference, damage or destruction to any other equipment, structures or operations at the Site or any other equipment of other licensees thereon. Any and all interference or damage caused to the Site or equipment of other licensees by such removal shall be immediately repaired or eliminated by Licensee. If Licensee fails to make such repairs within three (3) days after the occurrence of such damage, injury or interference, Licensor may perform all the necessary repairs at Licensee's cost and expense, and all costs so incurred by Licensor shall be due from Licensee upon the rendering of an invoice as an additional fee hereunder.

7. MISCELLANEOUS REQUIREMENTS:

- (a) All improvements made to the Site by Licensee will be subject to the City's usual regulatory requirements.
- (b) Immediately upon completion of the improvements, Licensee shall restore any area disturbed by construction of the improvements to a condition equal to or better than the original condition.
- (c) All Equipment of the Licensor must operate so as to comply fully with the Noise Control Ordinance of the City of Durham.
- (d) Licensee shall have 24-hours-a-day, 7-days-a-week access to the Tank, Storage, Equipment and Site at all times during the Initial Term of this License and any Renewal Term, at no charge to Licensee.
- (e) Licensor shall maintain and repair all access roadways from the nearest public roadway to the Tank and Site in a manner sufficient to allow vehicular and pedestrian access at all times, at its sole expense, except for any damage to such roadways caused by Licensee.
- (f) Licensor agrees to cooperate with Licensee in executing any documents necessary to protect Licensee's rights in or use of the Tank and Site. A Memorandum of License in substantially the form mutually approved by Licensor and Licensee may be recorded in place of this License by Licensee.
- (g) In the event the Tank and/or Site is encumbered by a mortgage or deed of trust, Licensor agrees, upon request of Licensee, to obtain and furnish to Licensee a non-disturbance and

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attornment agreement for each such mortgage or deed of trust, in a form reasonably acceptable to Licensee.

8. LIABILITY AND INDEMNIFICATION:

- (a) Licensee hereby assumes the risk of the inability to operate as a result of any power failure at the Site or any failure of Licensee or Licensee's Equipment for any reason whatsoever and agrees to indemnify and hold Licensor harmless from all damages and costs of defending any claim or suit for damages of any kind asserted against Licensor by reason of such failure, including, but not limited to, business interruption, damage to other Licensee's equipment, or attorney's fees.
- (i) To the maximum extent allowed by law, Licensee shall defend, indemnify, and save harmless Licensor and its officers, officials, independent contractors, agents and employees (hereinafter referred to as "Indemnitees") from and against all Charges that arise in any manner from, in connection with, or out of this contract as a result of acts or omissions of Licensee or any one directly or indirectly employed by Licensee or anyone for whose acts any of them may be liable. In performing its duties under this subsection "a", Licensee shall at its sole expense defend Indemnitees with legal counsel reasonably acceptable to Licensor.
- (ii) As used in this Section 8, "Charges" means claims, judgments, costs, damages, losses, demands, liabilities, obligations, fines, penalties, royalties, settlements, and expenses. Included without limitation within "Charges" are also interest and reasonable attorneys' fees assessed as part of any such item, and amounts for alleged violations of sedimentation, pollution or other environmental or pollution laws and regulations, including but not limited to any such alleged violation that arises out of the handling, transpiration, deposit, or delivery of the items or materials that are the subject of this contract.
- (iii) Limitations of Licensee's Obligation: this Section 8 shall not require the Licensee to indemnify or hold harmless Indemnitees against liability for damages arising out of bodily injury to persons or damage to property proximately caused by or resulting from the negligence, in whole or in part, of Indemnitees.
- (iv) Nothing in this Section 8 shall affect any warranties in favor of the Licensor that are otherwise provided in this contract. This Section 8 is in addition to and shall be construed separately from any other indemnification provisions that may be in this contract.

9. DAMAGE TO OR DESTRUCTION OF THE SITE:

In the event the Site or any part thereof is damaged or destroyed by the elements or by any other cause, Licensor may elect to repair, rebuild, or restore the Site, or any part thereof, to the same condition as it was immediately prior to the casualty. In such event, the payments required herein shall cease as of the date of casualty until the Site, in Licensee's opinion, is restored to a usable condition for Licensee's operation. If the site is unusable for more than thirty (30) days in any

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calendar year, the rent payment for the year in which such damage or destruction occurs shall be rebated by 1/365 for each day the Site is unusable. If Licensor chooses not to repair, restore or rebuild the Site, Licensor shall terminate this Agreement by giving written notice thereof to Licensee within thirty (30) days of the casualty. If Licensor fails to give Licensee notice of its intention to repair the Site within such thirty (30) day period, or in the event that Licensor fails to repair the Site in full within ninety (90) days after the date of the casualty, Licensee may terminate this Agreement by giving written notice thereof to Licensor within five (5) days of the expiration of such thirty (30) day or ninety (90) day period, as the case may be. If this Agreement is terminated under the provisions of this paragraph, the payments required herein shall terminate as of the date of casualty. Licensor shall not be responsible or liable to Licensee in any amount beyond the already paid rental fee for any loss, damage or expense that may be occasioned by, through, or in connection with, any acts or omissions of other licensees or tenants occupying the Site, for any structural or power failure at or of the Site, or for the destruction of, or any damage to, the Site. The foregoing notwithstanding, Licensee shall have the right to terminate this Agreement upon any destruction or substantial damage to the Tank by giving Licensor written notice thereof within thirty (30) days after the date the damage or destruction occurs. If Licensee terminates this Agreement as a result of damage or destruction to the Tank, Licensee shall be entitled to a refund of all rent prepaid for any period beyond the termination date, and neither party shall have any further liability or obligation hereunder except for Licensee's obligation to remove its equipment from the Tank and return the Site to its original, or better, condition upon vacating the Site.

#### 10. INSURANCE:

- (a) Licensee shall keep in full force and effect during the Term of this Agreement commercial general liability insurance, including blanket contractual and completed operations coverage with limits of liability of two million dollars (\$2,000,000.00) in respect to bodily injury, including death, and damages to property arising from any one occurrence and \$ 4 million aggregate. Said insurance shall include Licensor as an additional insured pursuant to this Agreement. Licensee shall provide that Licensor will receive at least thirty (30) days prior written notice of any cancellation or non renewal of any required coverage that is not replaced, or any fiscal event, bankruptcy or corporate status change which would affect the ability of Licensee to self-insure the foregoing obligations. Licensee shall, prior to the installation of the Equipment, furnish to Licensor a certificate of insurance confirming that the insurance coverage as specified herein is in full force and effect. Licensee shall indemnify and save Licensor harmless from and against any and all losses, costs, liabilities, damages, judgments, and expenses (including attorney fees) in connection with claims resulting from bodily injury or death of any person, or from damage to any property sustained by any person, including Licensee, caused by or arising from any operations at the Site by Licensee or Licensee's contractors, agents, invitees, visitors, servants or employees, including but not limited to, the installation, removal and maintenance of the Equipment and other improvements.
- (b) Notwithstanding the foregoing insurance requirements, the insolvency, bankruptcy, or failure of any insurance company carrying insurance for Licensee, or the failure of any such insurance company to pay claims accruing, shall not be held to waive any of the provisions of this Agreement or relieve Licensee from any obligations under this Agreement.

Notwithstanding the foregoing, Licensee shall have the right to self-insure the coverages required in subsection (a). In the event Licensee elects to self-insure its obligation to include Licensor as an additional insured, Licensee shall provide a letter of Self-Insurance to Licensor and a Certificate of

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Insurance evidencing any applicable excess coverage and including Licensor as an additional insured. In the event Licensee elects to self-insure its obligation to include Licensor as an additional insured, the following provisions shall apply (in addition to those set forth in subsection (a)):

(i) Licensor shall promptly provide Licensee with written notice of any claim, demand, lawsuit, or the like for which it seeks coverage pursuant to this Section and provide Licensee with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like;

(ii) Licensor shall not settle any such claim, demand, lawsuit, or the like related to any insurance claim under this Section 10 without the prior written consent of Licensee, unless such settlement does not obligate any payment or action by Licensee; and

(iii) Licensor shall fully cooperate with Licensee in the defense of the claim, demand, lawsuit, or the like.

#### 11. TAXES:

Licensee shall pay annually an amount equal to any increase in real estate taxes, if any, directly attributable to the presence or installation of Licensee's Antenna Facilities, only for so long as this License remains in effect. If such tax is paid by Licensor, Licensee shall reimburse Licensor for the amount of any such tax payment within sixty (60) days of receipt of sufficient documentation indicating the amount paid and the calculation of Licensee's pro rata share; such documentation shall be deemed sufficient only if it definitively evidences that portion of the tax increase arising directly out of the improvement such as, by way of example, the relevant tax assessor's designation of the value of such improvement. Upon written request by Licensee, Licensor shall furnish evidence of payment of all taxes. If Licensor receives notice of any personal property or real property tax assessment against Licensor, which may affect Licensee and is directly attributable to Licensee's installation, Licensor shall provide timely notice of the assessment to Licensee sufficient to allow Licensee to consent to or challenge such assessment, whether in a Court, administrative proceeding, or other venue, on behalf of Licensor and/or Licensee.

#### 12. END OF AGREEMENT - EQUIPMENT:

Licensor agrees that no part of the Equipment or improvements constructed, erected or placed by Licensee on the Tank shall be considered as being affixed to or a part of the Tank and further agrees that all Equipment and improvements of every kind and nature constructed, erected or placed by Licensee on the Tank shall be and remain the property of Licensee.

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13. STORAGE:

The Licensee may locate one (1) concrete equipment pad on the Site, plus a smaller pad for a future generator. The equipment pad dimensions shall not exceed 240 square feet, and both pads will remain the property of the Licensee at the expiration of this Agreement and must be promptly removed, unless given to and accepted by the Licensor by written agreement. Any equipment building, cabinets or other Storage left at the Site shall be enclosed within a fence, with plans for such fence and facilities approved by the Licensor prior to construction, such approval not to be unreasonably withheld, conditioned, or delayed.

14. NOTICES:

All notices required to be given hereunder shall be given in writing, sent by certified or registered mail to the respective addresses of the parties as set forth herein, or at such other address as may be subsequently designated in writing by either party. Notice given by mail shall be deemed given three days after the date of mailing.

Licensee's address for notice purposes is:

New Cingular Wireless PCS, LLC  
Attn: Network Real Estate Administration  
Re: Cell Site #: 10017570; Cell Site Name: 368-028 (NC)  
Fixed Asset No: 10017570  
12555 Cingular Way, Suite 1300  
Alpharetta, GA 30004

With a copy to:

New Cingular Wireless PCS, LLC  
Attn: AT&T Legal Department  
Re: Cell Site #: 10017570; Cell Site Name: 368-028 (NC)  
Fixed Asset No: 10017570  
1025 Lenox Park Boulevard  
Atlanta, GA 30319-5309

Licensor's address for notice purposes is:

City of Durham  
General Services Department  
Real Estate Division, ATTN: Real Estate Manager  
101 City Hall Plaza  
Durham, NC 27701

15. DEFAULT AND REMEDIES:

In the event of Licensee's default hereunder, including but not limited to (i) the failure to pay fees, additional fees or other payments set forth herein when due, and Licensee's failure to cure same within ten (10) days after receipt of notice of such failure from Licensor; (ii) abandonment of either the Equipment or that portion of the Site upon which the Equipment was installed for a period

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exceeding sixty (60) days after early termination or expiration of this License; (iii) Licensee's failure within sixty (60) days to have any of the following or removed: the filing of any case, proceeding or other action under any existing or future law of any jurisdiction, domestic or foreign, relating to bankruptcy, insolvency, reorganization or relief of debtors, seeking to have an order for relief entered with respect to Licensee; or seeking reorganization, arrangement, adjustment, winding-up, liquidation, dissolution, composition or other relief with respect to Licensee or its debts; or (iv) the making by Licensee of an assignment or any other arrangement for the general benefit of creditors under any state statute, Licensor shall be entitled at Licensor's option to terminate this Agreement and Licensee shall have thirty (30) days from the date of the termination notice to remove all of its Equipment, improvements to personal property located at the Site or Licensor may remove all Licensee's Equipment, improvements or personal property located at the Site at Licensee's cost and expense. In the event that Licensor should, as a result of Licensee's default, incur any costs or expenses on behalf of Licensee or in connection with Licensee's obligations hereunder, such sums shall, upon rendering of an invoice, be immediately due from Licensee to Licensor as an additional fee hereunder.

#### 16. REGULATIONS AND ASSIGNMENT BY LICENSEE:

This Agreement is made subject to all local, State of North Carolina and Federal laws, rules and regulations now or hereafter in force, and shall not be modified, extended or terminated (other than as set forth herein) except by an instrument duly signed by Licensor and Licensee. Waiver of a breach of any provision hereof shall not constitute a waiver of any subsequent breach of such provision, or of a breach of any other provision of this Agreement. Licensee will not assign or transfer this Agreement or sublet all or any portion of the Site without the prior written consent of Licensor, which consent shall not be unreasonably withheld, delayed or conditioned, provided, however, Licensee may assign or sublet without Licensor's prior written consent to any party controlling, controlled by or under common control with Licensee or to any party which acquires substantially all of the assets of Licensee within the FCC market where the Site is located. As a condition of any assignment, the assignee must agree in writing in a document satisfactory to Licensor to assume all of Licensee's obligations under this Agreement.

#### 17. BINDING ON SUCCESSORS:

The covenants and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties hereto.

#### 18. GOVERNING LAW:

The parties intend that this Agreement and the relationship of the parties shall be governed by the laws of the State of North Carolina. The exclusive forum and venue for all actions arising out of this Agreement shall be the North Carolina General Court of Justice, in Durham County. Such actions shall neither be commenced in nor removed to federal court. This section shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this section.

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19. ENTIRE AGREEMENT:

All of the representatives and obligations of the parties are contained herein, and no modification, waiver or amendment of this Agreement or of any of its conditions or provisions shall be binding upon a party, unless it is a subsequent modification agreed to in writing by both parties.

20. HEADINGS:

The headings of sections and subsections are for convenient reference only and shall not be deemed to limit, construe, affect, modify or alter the meaning of such sections or subsections.

21. SEVERABILITY:

If any section, subsection, term or provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section, subsection, term or provision of the Agreement or the application of same to parties or circumstances other than those to which it was held invalid or unenforceable, shall not be affected thereby and each remaining section, subsection, term or provision of this Agreement shall be valid or enforceable to the fullest extent permitted by law.

22. FURTHER ASSURANCES:

Each of the parties agree to do such further acts and things and to execute and deliver such additional agreements and instruments as the other may reasonably require to consummate, evidence or confirm this Agreement in the manner contemplated hereby.

23. TERMINATION

Except as otherwise provided herein, this License may be terminated, without any penalty or further liability upon thirty (30) days' written notice by Licensor if Licensee fails to cure a default for payment of amounts due under this License within such thirty (30) day period;

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IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

LICENSOR:

ATTEST:

CITY OF DURHAM

\_\_\_\_\_ By: \_\_\_\_\_

preaudit certificate, if applicable \_\_\_\_\_

LICENSEE:

New Cingular Wireless PCS, LLC,  
a Delaware limited liability company  
By: AT&T Mobility Corporation  
Its: Manager

\_\_\_\_\_

\_\_\_\_\_ By:

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State of \_\_\_\_\_

ACKNOWLEDGMENT BY  
LIMITED LIABILITY COMPANY

County of \_\_\_\_\_

I, a notary public in and for said county and state, certify that \_\_\_\_\_ personally (1) appeared before me this day, (2) stated that he or she is a manager of New Cingular Wireless, Wireless PCS, LLC, a Delaware Limited Liability Company organized and existing under the laws of the State of Delaware, (3) acknowledged that the foregoing agreement with the City of Durham carries on the company's business in the usual way, and (4) acknowledged the due execution of the contract on behalf of the company. This the \_\_\_\_\_ day of \_\_\_\_\_, 2012.

My commission expires:  
\_\_\_\_\_

\_\_\_\_\_  
Notary Public

Cell Site No. 10017570  
 Cell Site Name: 368-028  
 Fixed Asset No. 10017570  
 Market: NORTH CAROLINA/SOUTH CAROLINA  
 Address: 1300 East Pettigrew Street, Durham, NC 27701

**Exhibit 1**

 <p><b>ACOS</b> Engineering, Inc. 3 Marcia Drive Greenville, SC 29615 Ph. (864) 288-0553 Fax. (864) 288-0559</p>	<p><b>ISSUE</b> INITIAL ISSUE</p> <p><b>REVISION</b></p> <p><b>DATE</b> 11/30/10</p>	<p><b>A PROJECT FOR:</b></p>  <p><b>PROPOSED EQUIPMENT UPGRADES</b>        368-028        1318 EAST PETTIGREW STREET        DURHAM, NC 27701        DURHAM COUNTY        NORTH CAROLINA</p>	<p><b>DIRECTIONS:</b>        FROM KALEIGH NC. MERGE ONTO I-40 W. MERGE        ONTO NC-147 N VIA EXIT 2798 TOWARD        DURHAM DOWN MAIN CONTINUE FOR APPROX        0.2 MILES TO TURN RIGHT FOR 1/2 MILE        EXIT 11 CONTINUE FOR APPROX. 0.2 MILES STAY        STRAIGHT TO GO ONTO GANN STREET TURN RIGHT        ONTO CHARITAM PL. CONTINUE FOR APPROX. 0.1        MILES TURN RIGHT ONTO PETTIGREW ST.        ONTO EAST PETTIGREW ST. 1318        PETTIGREW ST IS ON THE RIGHT.</p>	<p><b>OWNER INFORMATION:</b>        CITY OF DURHAM        PARCEL ID: 0631-14-32-1722</p> <p><b>TOWER OWNER:</b>        CITY OF DURHAM        101 CITY HALL PLAZA        DURHAM, NC 27701        SITE ID: 368-028</p>	<p><b>APPLICANT:</b>        AT&amp;T MOBILITY        NORTH CAROLINA C.M.        2002 PISGAH CHURCH ROAD        GREENSBORO, NC 27455        KEN WELKER        OFFICE: (336) 548-9987</p> <p><b>POWER:</b>        DUKE ENERGY        (800) 777-9898</p> <p><b>TELCO:</b>        VERIZON        (877) 462-8188</p>	<p><b>TOWER INFORMATION:</b>        EXISTING WATER TANK        LONG = 78.88350' W        BUILDING INSPECTIONS:        DURHAM COUNTY        INSPECTIONS DEPARTMENT        101 CITY HALL PLAZA        DURHAM, NC 27701        (919) 560-4144</p> <p><b>JURISDICTION:</b>        DURHAM COUNTY PLANNING        DEPARTMENT        (919) 560-4137</p>	<p><b>DRAWING INDEX</b></p> <p><b>GENERAL</b>        GA BUILDING CODE APPROX B (SHEET 1 OF 2)        GB BUILDING CODE APPROX B (SHEET 2 OF 2)</p> <p><b>CML</b>        CA EXHIBIT LAYOUT PLAN        CB EXHIBIT TOWER LAYOUT        CC COWL CAB E SCHEDULE AND NOTES</p> <p><b>ELECTRICAL</b>        E1 GENERAL ELECTRICAL NOTES AND LEGEND        E2 TOWER ELECTRICAL LAYOUT PLAN        E3 LE EQUIPMENT GROUNDING PLAN        E4 ONE LINE DIAGRAM        E5 LE NEBI DIAGRAM        E6 GROUNDING DETAILS</p>	 <p><b>VICINITY MAP</b></p>
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Cell Site No. 10017570  
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**2009 APPENDIX B  
 BUILDING CODE SUMMARY  
 FOR ALL COMMERCIAL PROJECTS  
 (EXCEPT LAND 2-FAMILY DWELLINGS AND TOWNHOUSES)**  
 (Reproduce the following data on the building plans sheet 1 or 2)

Name of Project: 368-028  
 Address: 1318 East Pettigrew Street, Durham, NC Zip Code: 27701  
 Proposed Use: Cellular Communications Equipment  
 Owner/Authorized Agent: AT&T Mobility - Ken Welker Phone #: (336) 549-5987  
 E-Mail: KW6270@att.com  
 Owned by:  City/County  Private  State  
 Code Enforcement Jurisdiction:  City  County  State

**LEAD DESIGN PROFESSIONAL:**

DISCIPLINE	FIRM	NAME	LICENSE #	TELEPHONE #	E-MAIL
Architectural	N/A	N/A	N/A	N/A	N/A
Civil	N/A	N/A	N/A	N/A	N/A
Electrical	ACKES Engineering, Inc.	Theresa Aldrich	022329	(866)288-0553	
Fire Alarm	Shackelford & Assoc. Eng'rs PC	Chris Charles	021170	(919)303-4855	
Fire Alarm	N/A	N/A	N/A	N/A	N/A
Plumbing	N/A	N/A	N/A	N/A	N/A
Mechanical	N/A	N/A	N/A	N/A	N/A
Sprinkler-Subtype	N/A	N/A	N/A	N/A	N/A
Structural	N/A	N/A	N/A	N/A	N/A
Retaining Walls > 9' High	N/A	N/A	N/A	N/A	N/A
Other	N/A	N/A	N/A	N/A	N/A

2009 EDITION OF NC CODE FOR:  New Construction  Addition  Vtfit  
 EXISTING:  Reconstruction  Alteration  Repair  
 CONSTRUCTED:  ORIGINAL USE  RENOVATED  CURRENT USE

2006 NC REHAB CODE Information: Scope of work / work area must be listed and delineated on the plans. Check all that apply: Repair  Alteration  Renovation  Reconstruction  Change of use  Addition  
 Last known legal Occupancy: Historic Property: Yes  No

Original Building Construction Date: \_\_\_\_\_  
 Justifications for using the REHAB code: \_\_\_\_\_  
 Reviewers Notes for Field Inspector: \_\_\_\_\_

**BUILDING DATA**

Construction Type:  I-A  I-B  I-C  I-D  I-E  I-F  I-G  I-H  I-I  I-J  I-K  I-L  I-M  I-N  I-O  I-P  I-Q  I-R  I-S  I-T  I-U  I-V  I-W  I-X  I-Y  I-Z

Mixed construction:  No  Yes

Sprinklers:  No  Partial  Yes  NFPA 13  NFPA 13R  NFPA 13D

Stairways:  No  Yes Class:  I  II  III  IV  V  VI  VII  VIII  IX  X  XI  XII  XIII  XIV  XV  XVI  XVII  XVIII  XIX  XX  XXI  XXII  XXIII  XXIV  XXV  XXVI  XXVII  XXVIII  XXIX  XXX  XXXI  XXXII  XXXIII  XXXIV  XXXV  XXXVI  XXXVII  XXXVIII  XXXIX  XL  XLI  XLII  XLIII  XLIV  XLV  XLVI  XLVII  XLVIII  XLIX  L  LI  LII  LIII  LIV  LV  LVI  LVII  LVIII  LIX  LX  LXI  LXII  LXIII  LXIV  LXV  LXVI  LXVII  LXVIII  LXIX  LXX  LXXI  LXXII  LXXIII  LXXIV  LXXV  LXXVI  LXXVII  LXXVIII  LXXIX  LXXX  LXXXI  LXXXII  LXXXIII  LXXXIV  LXXXV  LXXXVI  LXXXVII  LXXXVIII  LXXXIX  XLX  XLI  XLII  XLIII  XLIV  XLV  XLVI  XLVII  XLVIII  XLIX  L  LI  LII  LIII  LIV  LV  LVI  LVII  LVIII  LIX  LX  LXI  LXII  LXIII  LXIV  LXV  LXVI  LXVII  LXVIII  LXIX  LXX  LXXI  LXXII  LXXIII  LXXIV  LXXV  LXXVI  LXXVII  LXXVIII  LXXIX  LXXX  LXXXI  LXXXII  LXXXIII  LXXXIV  LXXXV  LXXXVI  LXXXVII  LXXXVIII  LXXXIX  XLX  XLI  XLII  XLIII  XLIV  XLV  XLVI  XLVII  XLVIII  XLIX  L  LI  LII  LIII  LIV  LV  LVI  LVII  LVIII  LIX  LX  LXI  LXII  LXIII  LXIV  LXV  LXVI  LXVII  LXVIII  LXIX  LXX  LXXI  LXXII  LXXIII  LXXIV  LXXV  LXXVI  LXXVII  LXXVIII  LXXIX  LXXX  LXXXI  LXXXII  LXXXIII  LXXXIV  LXXXV  LXXXVI  LXXXVII  LXXXVIII  LXXXIX  XLX  XLI  XLII  XLIII  XLIV  XLV  XLVI  XLVII  XLVIII  XLIX  L  LI  LII  LIII  LIV  LV  LVI  LVII  LVIII  LIX  LX  LXI  LXII  LXIII  LXIV  LXV  LXVI  LXVII  LXVIII  LXIX  LXX  LXXI  LXXII  LXXIII  LXXIV  LXXV  LXXVI  LXXVII  LXXVIII  LXXIX  LXXX  LXXXI  LXXXII  LXXXIII  LXXXIV  LXXXV  LXXXVI  LXXXVII  LXXXVIII  LXXXIX  XLX  XLI  XLII  XLIII  XLIV  XLV  XLVI  XLVII  XLVIII  XLIX  L  LI  LII  LIII  LIV  LV  LVI  LVII  LVIII  LIX  LX  LXI  LXII  LXIII  LXIV  LXV  LXVI  LXVII  LXVIII  LXIX  LXX  LXXI  LXXII  LXXIII  LXXIV  LXXV  LXXVI  LXXVII  LXXVIII  LXXIX  LXXX  LXXXI  LXXXII  LXXXIII  LXXXIV  LXXXV  LXXXVI  LXXXVII  LXXXVIII  LXXXIX  XLX  XLI  XLII  XLIII  XLIV  XLV  XLVI  XLVII  XLVIII  XLIX  L  LI  LII  LIII  LIV  LV  LVI  LVII  LVIII  LIX  LX  LXI  LXII  LXIII  LXIV  LXV  LXVI  LXVII  LXVIII  LXIX  LXX  LXXI  LXXII  LXXIII  LXXIV  LXXV  LXXVI  LXXVII  LXXVIII  LXXIX  LXXX  LXXXI  LXXXII  LXXXIII  LXXXIV  LXXXV  LXXXVI  LXXXVII  LXXXVIII  LXXXIX  XLX  XLI  XLII  XLIII  XLIV  XLV  XLVI  XLVII  XLVIII  XLIX  L  LI  LII  LIII  LIV  LV  LVI  LVII  LVIII  LIX  LX  LXI  LXII  LXIII  LXIV  LXV  LXVI  LXVII  LXVIII  LXIX  LXX  LXXI  LXXII  LXXIII  LXXIV  LXXV  LXXVI  LXXVII  LXXVIII  LXXIX  LXXX  LXXXI  LXXXII  LXXXIII  LXXXIV  LXXXV  LXXXVI  LXXXVII  LXXXVIII  LXXXIX  XLX  XLI  XLII  XLIII  XLIV  XLV  XLVI  XLVII  XLVIII  XLIX  L  LI  LII  LIII  LIV  LV  LVI  LVII  LVIII  LIX  LX  LXI  LXII  LXIII  LXIV  LXV  LXVI  LXVII  LXVIII  LXIX  LXX  LXXI  LXXII  LXXIII  LXXIV  LXXV  LXXVI  LXXVII  LXXVIII  LXXIX  LXXX  LXXXI  LXXXII  LXXXIII  LXXXIV  LXXXV  LXXXVI  LXXXVII  LXXXVIII  LXXXIX  XLX  XLI  XLII  XLIII  XLIV  XLV  XLVI  XLVII  XLVIII  XLIX  L  LI  LII  LIII  LIV  LV  LVI  LVII  LVIII  LIX  LX  LXI  LXII  LXIII  LXIV  LXV  LXVI  LXVII  LXVIII  LXIX  LXX  LXXI  LXXII  LXXIII  LXXIV  LXXV  LXXVI  LXXVII  LXXVIII  LXXIX  LXXX  LXXXI  LXXXII  LXXXIII  LXXXIV  LXXXV  LXXXVI  LXXXVII  LXXXVIII  LXXXIX  XLX  XLI  XLII  XLIII  XLIV  XLV  XLVI  XLVII  XLVIII  XLIX  L  LI  LII  LIII  LIV  LV  LVI  LVII  LVIII  LIX  LX  LXI  LXII  LXIII  LXIV  LXV  LXVI  LXVII  LXVIII  LXIX  LXX  LXXI  LXXII  LXXIII  LXXIV  LXXV  LXXVI  LXXVII  LXXVIII  LXXIX  LXXX  LXXXI  LXXXII  LXXXIII  LXXXIV  LXXXV  LXXXVI  LXXXVII  LXXXVIII  LXXXIX  XLX  XLI  XLII  XLIII  XLIV  XLV  XLVI  XLVII  XLVIII  XLIX  L  LI  LII  LIII  LIV  LV  LVI  LVII  LVIII  LIX  LX  LXI  LXII  LXIII  LXIV  LXV  LXVI  LXVII  LXVIII  LXIX  LXX  LXXI  LXXII  LXXIII  LXXIV  LXXV  LXXVI  LXXVII  LXXVIII  LXXIX  LXXX  LXXXI  LXXXII  LXXXIII  LXXXIV  LXXXV  LXXXVI  LXXXVII  LXXXVIII  LXXXIX  XLX  XLI  XLII  XLIII  XLIV  XLV  XLVI  XLVII  XLVIII  XLIX  L  LI  LII  LIII  LIV  LV  LVI  LVII  LVIII  LIX  LX  LXI  LXII  LXIII  LXIV  LXV  LXVI  LXVII  LXVIII  LXIX  LXX  LXXI  LXXII  LXXIII  LXXIV  LXXV  LXXVI  LXXVII  LXXVIII  LXXIX  LXXX  LXXXI  LXXXII  LXXXIII  LXXXIV  LXXXV  LXXXVI  LXXXVII  LXXXVIII  LXXXIX  XLX  XLI  XLII  XLIII  XLIV  XLV  XLVI  XLVII  XLVIII  XLIX  L  LI  LII  LIII  LIV  LV  LVI  LVII  LVIII  LIX  LX  LXI  LXII  LXIII  LXIV  LXV  LXVI  LXVII  LXVIII  LXIX  LXX  LXXI  LXXII  LXXIII  LXXIV  LXXV  LXXVI  LXXVII  LXXVIII  LXXIX  LXXX  LXXXI  LXXXII  LXXXIII  LXXXIV  LXXXV  LXXXVI  LXXXVII  LXXXVIII  LXXXIX  XLX  XLI  XLII  XLIII  XLIV  XLV  XLVI  XLVII  XLVIII  XLIX  L  LI  LII  LIII  LIV  LV  LVI  LVII  LVIII  LIX  LX  LXI  LXII  LXIII  LXIV  LXV  LXVI  LXVII  LXVIII  LXIX  LXX  LXXI  LXXII  LXXIII  LXXIV  LXXV  LXXVI  LXXVII  LXXVIII  LXXIX  LXXX  LXXXI  LXXXII  LXXXIII  LXXXIV  LXXXV  LXXXVI  LXXXVII  LXXXVIII  LXXXIX  XLX  XLI  XLII  XLIII  XLIV  XLV  XLVI  XLVII  XLVIII  XLIX  L  LI  LII  LIII  LIV  LV  LVI  LVII  LVIII  LIX  LX  LXI  LXII  LXIII  LXIV  LXV  LXVI  LXVII  LXVIII  LXIX  LXX  LXXI  LXXII  LXXIII  LXXIV  LXXV  LXXVI  LXXVII  LXXVIII  LXXIX  LXXX  LXXXI  LXXXII  LXXXIII  LXXXIV  LXXXV  LXXXVI  LXXXVII  LXXXVIII  LXXXIX  XLX  XLI  XLII  XLIII  XLIV  XLV  XLVI  XLVII  XLVIII  XLIX  L  LI  LII  LIII  LIV  LV  LVI  LVII  LVIII  LIX  LX  LXI  LXII  LXIII  LXIV  LXV  LXVI  LXVII  LXVIII  LXIX  LXX  LXXI  LXXII  LXXIII  LXXIV  LXXV  LXXVI  LXXVII  LXXVIII  LXXIX  LXXX  LXXXI  LXXXII  LXXXIII  LXXXIV  LXXXV  LXXXVI  LXXXVII  LXXXVIII  LXXXIX  XLX  XLI  XLII  XLIII  XLIV  XLV  XLVI  XLVII  XLVIII  XLIX  L  LI  LII  LIII  LIV  LV  LVI  LVII  LVIII  LIX  LX  LXI  LXII  LXIII  LXIV  LXV  LXVI  LXVII  LXVIII  LXIX  LXX  LXXI  LXXII  LXXIII  LXXIV  LXXV  LXXVI  LXXVII  LXXVIII  LXXIX  LXXX  LXXXI  LXXXII  LXXXIII  LXXXIV  LXXXV  LXXXVI  LXXXVII  LXXXVIII  LXXXIX  XLX  XLI  XLII  XLIII  XLIV  XLV  XLVI  XLVII  XLVIII  XLIX  L  LI  LII  LIII  LIV  LV  LVI  LVII  LVIII  LIX  LX  LXI  LXII  LXIII  LXIV  LXV  LXVI  LXVII  LXVIII  LXIX  LXX  LXXI  LXXII  LXXIII  LXXIV  LXXV  LXXVI  LXXVII  LXXVIII  LXXIX  LXXX  LXXXI  LXXXII  LXXXIII  LXXXIV  LXXXV  LXXXVI  LXXXVII  LXXXVIII  LXXXIX  XLX  XLI  XLII  XLIII  XLIV  XLV  XLVI  XLVII  XLVIII  XLIX  L  LI  LII  LIII  LIV  LV  LVI  LVII  LVIII  LIX  LX  LXI  LXII  LXIII  LXIV  LXV  LXVI  LXVII  LXVIII  LXIX  LXX  LXXI  LXXII  LXXIII  LXXIV  LXXV  LXXVI  LXXVII  LXXVIII  LXXIX  LXXX  LXXXI  LXXXII  LXXXIII  LXXXIV  LXXXV  LXXXVI  LXXXVII  LXXXVIII  LXXXIX  XLX  XLI  XLII  XLIII  XLIV  XLV  XLVI  XLVII  XLVIII  XLIX  L  LI  LII  LIII  LIV  LV  LVI  LVII  LVIII  LIX  LX  LXI  LXII  LXIII  LXIV  LXV  LXVI  LXVII  LXVIII  LXIX  LXX  LXXI  LXXII  LXXIII  LXXIV  LXXV  LXXVI  LXXVII  LXXVIII  LXXIX  LXXX  LXXXI  LXXXII  LXXXIII  LXXXIV  LXXXV  LXXXVI  LXXXVII  LXXXVIII  LXXXIX  XLX  XLI  XLII  XLIII  XLIV  XLV  XLVI  XLVII  XLVIII  XLIX  L  LI  LII  LIII  LIV  LV  LVI  LVII  LVIII  LIX  LX  LXI  LXII  LXIII  LXIV  LXV  LXVI  LXVII  LXVIII  LXIX  LXX  LXXI  LXXII  LXXIII  LXXIV  LXXV  LXXVI  LXXVII  LXXVIII  LXXIX  LXXX  LXXXI  LXXXII  LXXXIII  LXXXIV  LXXXV  LXXXVI  LXXXVII  LXXXVIII  LXXXIX  XLX  XLI  XLII  XLIII  XLIV  XLV  XLVI  XLVII  XLVIII  XLIX  L  LI  LII  LIII  LIV  LV  LVI  LVII  LVIII  LIX  LX  LXI  LXII  LXIII  LXIV  LXV  LXVI  LXVII  LXVIII  LXIX  LXX  LXXI  LXXII  LXXIII  LXXIV  LXXV  LXXVI  LXXVII  LXXVIII  LXXIX  LXXX  LXXXI  LXXXII  LXXXIII  LXXXIV  LXXXV  LXXXVI  LXXXVII  LXXXVIII  LXXXIX  XLX  XLI  XLII  XLIII  XLIV  XLV  XLVI  XLVII  XLVIII  XLIX  L  LI  LII  LIII  LIV  LV  LVI  LVII  LVIII  LIX  LX  LXI  LXII  LXIII  LXIV  LXV  LXVI  LXVII  LXVIII  LXIX  LXX  LXXI  LXXII  LXXIII  LXXIV  LXXV  LXXVI  LXXVII  LXXVIII  LXXIX  LXXX  LXXXI  LXXXII  LXXXIII  LXXXIV  LXXXV  LXXXVI  LXXXVII  LXXXVIII  LXXXIX  XLX  XLI  XLII  XLIII  XLIV  XLV  XLVI  XLVII  XLVIII  XLIX  L  LI  LII  LIII  LIV  LV  LVI  LVII  LVIII  LIX  LX  LXI  LXII  LXIII  LXIV  LXV  LXVI  LXVII  LXVIII  LXIX  LXX  LXXI  LXXII  LXXIII  LXXIV  LXXV  LXXVI  LXXVII  LXXVIII  LXXIX  LXXX  LXXXI  LXXXII  LXXXIII  LXXXIV  LXXXV  LXXXVI  LXXXVII  LXXXVIII  LXXXIX  XLX  XLI  XLII  XLIII  XLIV  XLV  XLVI  XLVII  XLVIII  XLIX  L  LI  LII  LIII  LIV  LV  LVI  LVII  LVIII  LIX  LX  LXI  LXII  LXIII  LXIV  LXV  LXVI  LXVII  LXVIII  LXIX  LXX  LXXI  LXXII  LXXIII  LXXIV  LXXV  LXXVI  LXXVII  LXXVIII  LXXIX

Cell Site No. **10017570**  
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<sup>1</sup> The loss of one means of egress shall not reduce the available capacity to less than 50 percent of the total required (Section 1001.1)  
<sup>2</sup> Assembly occupancies (Section 102.6)

**STRUCTURAL DESIGN**

**DESIGN LOADS:**

**Importance Factors:** Wind ( $I_w$ ) 1.00  
 Snow ( $I_s$ ) 1.00  
 Seismic ( $I_e$ ) 1.00

**Live Loads:** Roof 20 psf  
 Mezzanine N/A psf  
 Floor (see equip. info.) psf

**Ground Snow Load ( $P_g$ ):** 15 psf

**Wind Load:** Basic Wind Speed 100 mph (ASCE-7-05)  
 Exposure Category B  
 Wind Base Shear (for MWFRS)  $V_x$  = (see equip. info.),  $V_y$  = (see equip. info.)

**SEISMIC DESIGN CATEGORY A**  
 Compliance with Section 1616.4 only?  Yes  No

**SEISMIC DESIGN CATEGORY**  B  C  D

Provide the following Seismic Design Parameters:  
 Seismic Use Group 1  
 Spectral Response Acceleration  $S_s$  0.97  $S_1$  0.72  $S_2$  0.72 %g  
 Site Classification D  Field Test  Presumptive  Historical Data  
 Basic structural system (check one)  N/A - slab mounted equipment only  
 Bearing Wall  Dual w/ Special Moment Frame  
 Building Frame  Dual w/ Intermediate R/C or Special Steel  
 Moment Frame  Inverted Pendulum  
 Seismic base shear  $V_e = 1600$  lb,  $V_y = 1600$  lb  
 Analysis Procedure  Simplified  Equivalent Lateral Force  Modal  
 Architectural, Mechanical, Components anchored?  X

**LATERAL DESIGN CONTROL:** N/A Earthquake          Wind         

**SOIL BEARING CAPACITIES:**  
 Field Test (provide copy of test report)          psf  
 Presumptive Bearing capacity 1500 psf  
 Pile size, type, and capacity N/A

**PLUMBING FIXTURE REQUIREMENTS**

USE	WATER CLOSETS	URINALS	LAVATORIES	BROWNS	DRINKING FOUNTAINS	
	MALE	FEMALE	MALE	FEMALE	REGULAR	ACCESSIBLE
REQUIRED						
PROVIDED						

**ACCESSIBLE PARKING**

TYPE OF PARKING	TOTAL # OF PARKING SPACES	# OF ACCESSIBLE SPACES PROVIDED	TOTAL #
NC Administration and Enforcement			133

AREA	REQUIRED	PROVIDED	REGULAR WITH 5' ACCESSIBLE	VAN SPACES WITH 8' ACCESSIBLE	ACCESSIBLE PROVIDED
TOTAL:					

**SPECIAL APPROVALS**

Special approval (Local Jurisdiction, Department of Insurance, OSC, DPL, DFS, ICC, etc., describe below)  
 N/A

**ENERGY SUMMARY**

**ENERGY REQUIREMENTS:**  
 The following data shall be considered minimum and any special attributes required to meet the energy code shall also be provided. Each Designer shall furnish the required portions of the project information for the plan data sheet. If energy cost budget method, state the annual energy cost budget vs allowable annual energy cost budget.

**THERMAL ENVELOPE**

Method of Compliance:  Prescriptive  Performance  Energy Cost Budget

**Roofing Assembly (each assembly)**

Description of assembly  
 U-Value of total assembly  
 R-Value of insulation  
 Skylights in each assembly  
 U-Value of skylight  
 total square footage of skylights in each assembly

**Exterior Walls (each assembly)**

Description of assembly  
 U-Value of total assembly  
 R-Value of insulation  
 Openings (windows or doors with glazing)  
 U-Value of assembly  
 shading coefficient  
 projection factor  
 low e required, if applicable  
 Door R-Values

**Walls adjacent to unconditioned space (each assembly)**

Description of assembly  
 U-Value of total assembly  
 R-Value of insulation  
 Openings (windows or doors with glazing)  
 U-Value of assembly  
 Low e required, if applicable  
 Door R-Values

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**Walls below grade (each assembly)**

Description of assembly  
 U-Value of total assembly  
 R-Value of insulation

**Floors over unconditioned space (each assembly)**

Description of assembly  
 U-Value of total assembly  
 R-Value of insulation

**Floors slab on grade**

Description of assembly  
 U-Value of total assembly  
 R-Value of insulation  
 Horizontal/vertical requirement  
 slab heated

**ELECTRICAL SUMMARY**

**ELECTRICAL SYSTEM AND EQUIPMENT**

Method of Compliance:  Prescriptive  Performance  Energy Cost Budget

**Lighting schedule**

Lamp type required in fixture  
 number of lamps in fixture  
 ballast type used in the fixture  
 number of ballasts in fixture  
 total wattage per fixture  
 total interior wattage specified vs allowed  
 total exterior wattage specified vs allowed

**Equipment schedules with motors (not used for mechanical systems)**

motor horsepower  
 number of phases  
 minimum efficiency  
 motor type  
 # of poles

**MECHANICAL SUMMARY**

**MECHANICAL SYSTEMS, SERVICE SYSTEMS AND EQUIPMENT**

Method of Compliance:  Prescriptive  Performance  Energy Cost Budget

**Climate Zone**

**Thermal Zone**

winter dry bulb  
 summer dry bulb

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**Interior design conditions**

winter dry bulb  
 summer dry bulb  
 relative humidity

**Building heating load**

**Building cooling load**

**Mechanical Spacing Conditioning System**

Unitary  
 description of unit  
 heating efficiency  
 cooling efficiency  
 heat output of unit  
 cooling output of unit  
 Boiler  
 total boiler output. If oversized, state reason.  
 Chiller  
 total chiller capacity. If oversized, state reason.

**List equipment efficiencies**

**Equipment schedules with motors (mechanical systems)**

motor horsepower  
 number of phases  
 minimum efficiency  
 motor type  
 # of poles

**SCHEDULE OF SPECIAL INSPECTION SERVICES**

No special inspections required for this project  Special inspections required

The following sheets comprise the required schedule of special inspections for this project. The construction divisions which require special inspections for this project are as follows:

- |             |  |   |
|-------------|--|---|
| Fabricators | <input type="checkbox"/> IT-1 Verification of Soils              | <input type="checkbox"/> IT-10 Inspection of Structural Steel           |
|             | <input type="checkbox"/> IT-2 Excavation and Fill                | <input type="checkbox"/> IT-11 Structural Masonry                       |
|             | <input type="checkbox"/> IT-3 Piling and Drilling Piers          | <input type="checkbox"/> IT-12 Welding                                  |
|             | <input type="checkbox"/> IT-4 Modular Retaining Walls            | <input type="checkbox"/> IT-13 High Strength Bolts & Steel Framing Insp |
|             | <input type="checkbox"/> IT-5 Reinforced Concrete                | <input type="checkbox"/> IT-14 Sprayed Fire-Resistance Materials        |
|             | <input type="checkbox"/> IT-6 Post Tension Slab                  | <input type="checkbox"/> IT-15 Exterior Insulation and Finish system    |
|             | <input type="checkbox"/> IT-7 Pre-cast Concrete Erection         | <input type="checkbox"/> IT-16 Seismic Resistance                       |
|             | <input type="checkbox"/> IT-8 Fire-stressed Concrete             | <input type="checkbox"/> IT-17 Smoke Control                            |
|             | <input type="checkbox"/> IT-9 Inspection of Pre-Cast Fabricators | <input type="checkbox"/> IT-18 Extension Drain                          |
|             |  | <input type="checkbox"/> IT-19 Special Cases                            |

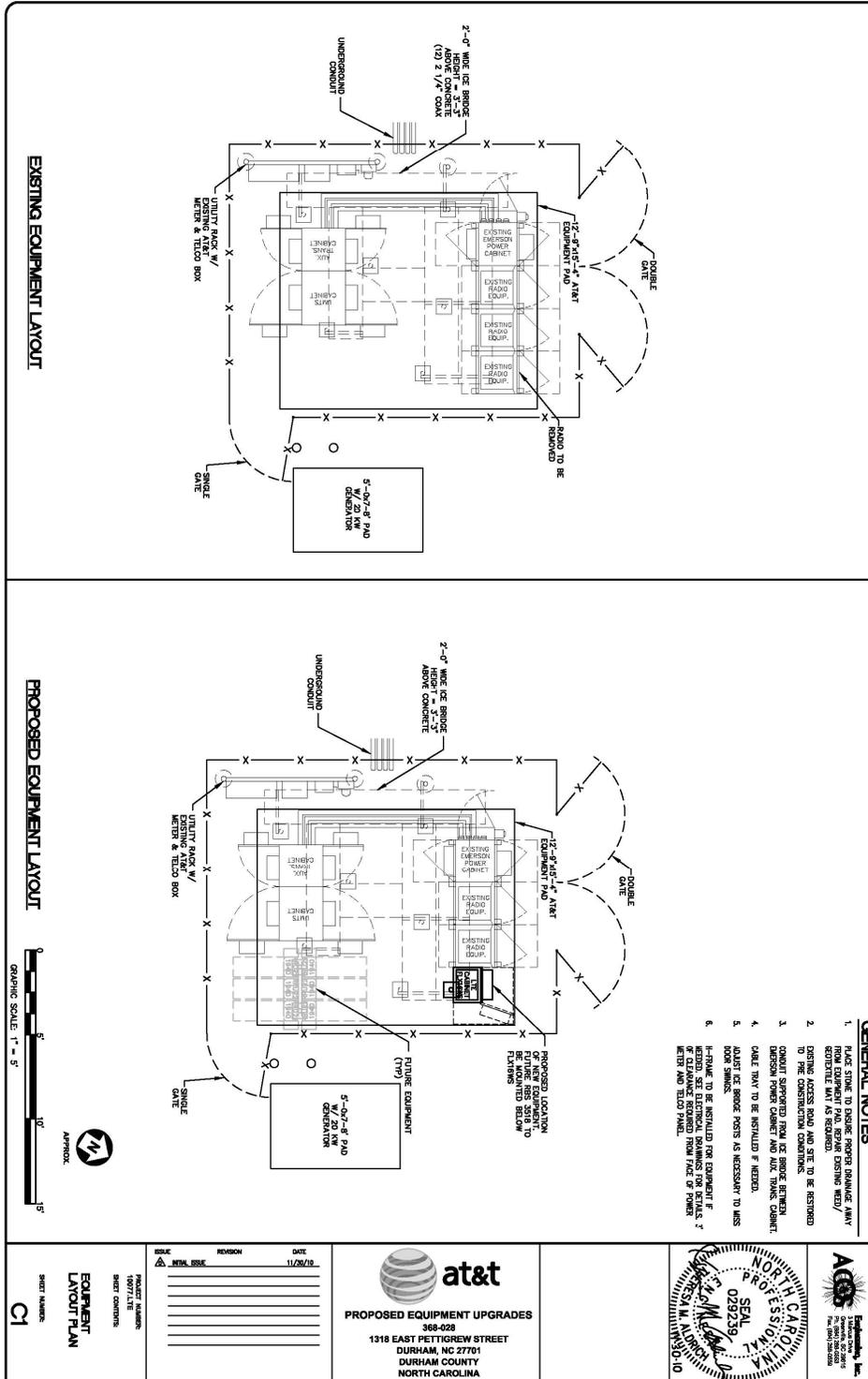
Check the above boxes for the special inspection required for this project and list below specific special inspections required under Chapter 17.

NC Administration and Enforcement

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PROJECT NUMBER <b>368-028</b> BUILDING CODE <b>APPENDIX B</b> SHEET 2 OF 21 SHEET NUMBER <b>G1A</b>	ISSUE REVISION DATE 11/28/19	 <b>PROPOSED EQUIPMENT UPGRADES</b> <b>368-028</b> <b>1318 EAST PETTIGREW STREET</b> <b>DURHAM, NC 27701</b> <b>DURHAM COUNTY</b> <b>NORTH CAROLINA</b>		
	REVISION DATE			

Cell Site No. 10017570  
 Cell Site Name: 368-028  
 Fixed Asset No. 10017570  
 Market: NORTH CAROLINA/SOUTH CAROLINA  
 Address: 1300 East Pettigrew Street, Durham, NC 27701





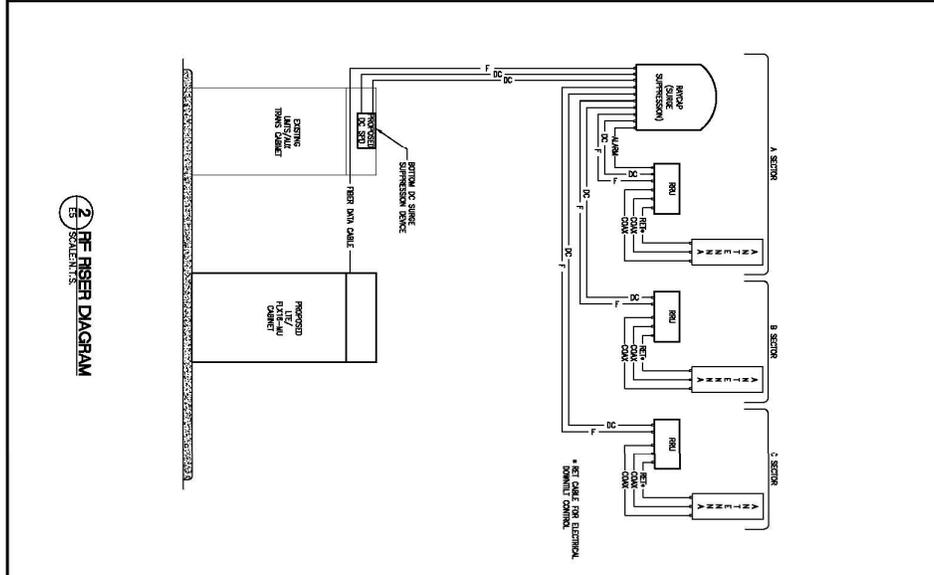
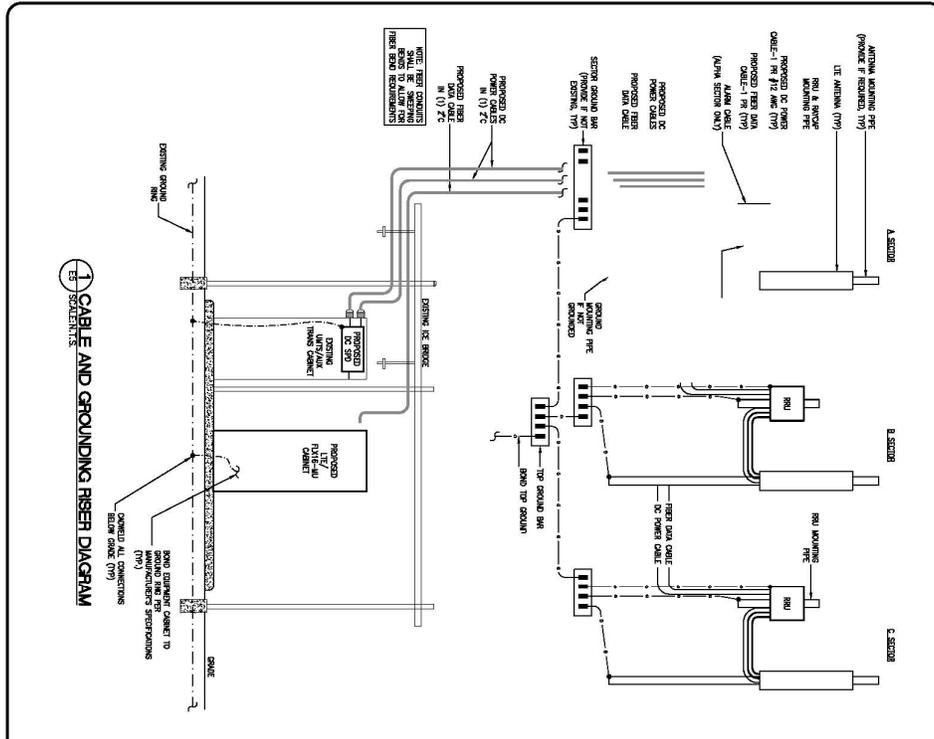






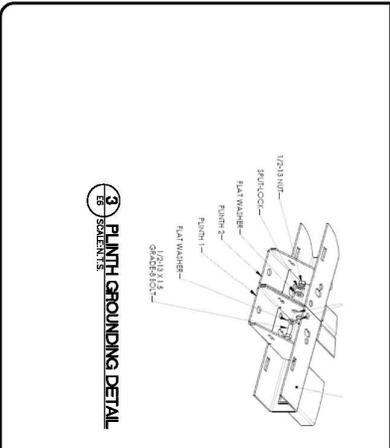
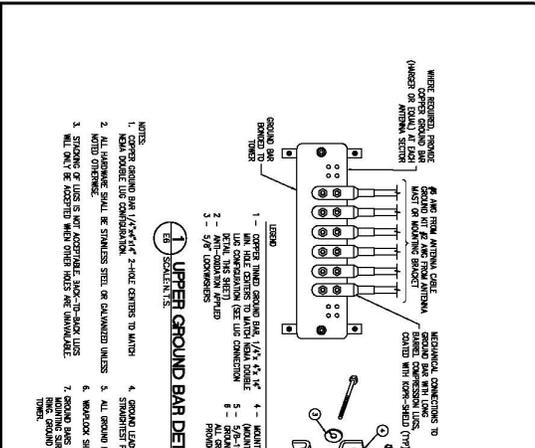
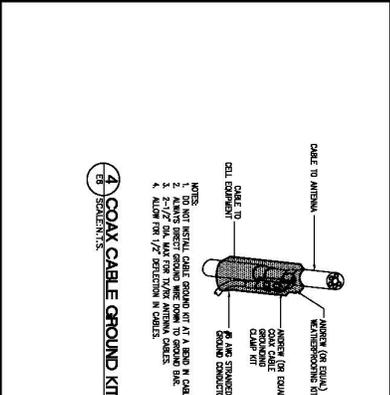
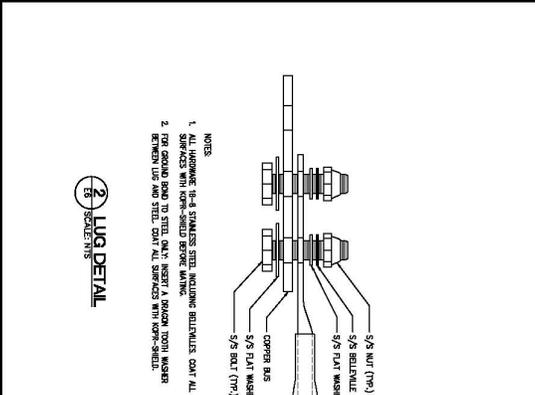
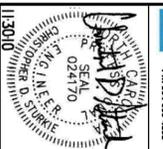


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PROJECT NUMBER 10017570 SHEET NUMBER <b>ES</b>	ISSUE NO. 1 DATE 11/26/10	<p><b>PROPOSED EQUIPMENT UPGRADES</b>          1316 EAST PETTIGREW STREET          DURHAM, NC 27701          DURHAM COUNTY          NORTH CAROLINA</p>		
	REVISION DATE			

Cell Site No. 10017570  
 Cell Site Name: 368-028  
 Fixed Asset No. 10017570  
 Market: NORTH CAROLINA/SOUTH CAROLINA  
 Address: 1300 East Pettigrew Street, Durham, NC 27701

 <p><b>3 FLANGE GROUNDING DETAIL</b>  <small>ES SCALE: 1/8" = 1"</small></p> <p><b>INSTALLATION PROCEDURE</b></p> <ol style="list-style-type: none"> <li>1. GROUND BARS MUST BE CONNECTED TO THE ONE END OF THE ANTENNA.</li> <li>2. USE 1/2" X 1/2" X 1/2" BRASS FLATWASHERS.</li> <li>3. USE 1/2" X 1/2" X 1/2" BRASS FLATWASHERS.</li> <li>4. WARNING: THE TWO INTERSECTIONS BETWEEN EACH WIRE AND ONE OF THE GROUNDING PIPES ARE BETWEEN EACH WIRE. THE FIRST ONE TO BE FITTED AS ONE UNIT BY A TENDRILL.</li> <li>5. ALL ANTENNA/TOWER HARDWARE MUST BE HOT DIPPED GALVANIZED OR STAINLESS STEEL.</li> </ol>	 <p><b>UPPER GROUND BAR DETAIL</b>  <small>ES SCALE: 1/8" = 1"</small></p> <p><b>NOTES:</b></p> <ol style="list-style-type: none"> <li>1. COPPER RING GROUND BAR (1/4" X 1/4" X 1/4" MIN. HOLE CENTERS TO MATCH NEAR DOUBLE END CONNECTION).</li> <li>2. ALL HARDWARE SHALL BE STAINLESS STEEL OR GALVANIZED UNLESS NOTED OTHERWISE.</li> <li>3. ALL HARDWARE SHALL BE STAINLESS STEEL OR GALVANIZED UNLESS NOTED OTHERWISE.</li> <li>4. GROUND LINES SHALL BE RUN IN DOWNWARD DIRECTION IN THE STRAIGHTEST PATH POSSIBLE TO TERMINATION POINT.</li> <li>5. ALL GROUND KIT WORKPICES SHALL BE SEaled WITH SCOTCH-PAPE.</li> <li>6. WORKLOCK SHALL BE CHARACTERISTIC SPARKLE PAINT FINISH OR EQUAL.</li> <li>7. GROUND BARS LOCATED AT GROUND LEVEL SHALL BE INSULATED FROM BUILDING SURFACE USING INSULATION AND SPACED TO MAINTAIN MINIMUM CLEARANCE FROM SURFACE OF THE BUILDING. INSULATION SHALL BE SPECIFIED BY THE OWNER.</li> </ol>
 <p><b>4 COAX CABLE GROUND KIT</b>  <small>ES SCALE: 1/8" = 1"</small></p> <p><b>NOTES:</b></p> <ol style="list-style-type: none"> <li>1. DO NOT INSTALL COAXIAL CABLE GROUND KIT AT A BEND IN CABLE.</li> <li>2. ALWAYS DIRECT COAXIAL WIRE DOWN TO GROUND BAR.</li> <li>3. USE STAINLESS STEEL OR GALVANIZED HARDWARE.</li> <li>4. ALLOW FOR 1/2" DEFLECTION IN CABLES.</li> </ol>	 <p><b>2 LUG DETAIL</b>  <small>ES SCALE: 1/8" = 1"</small></p> <p><b>NOTES:</b></p> <ol style="list-style-type: none"> <li>1. ALL HARDWARE IS 304 STAINLESS STEEL INCLUDING BOLT/NUTS. COAT ALL SURFACES WITH KROM-SHIELD BEFORE MOUNTING.</li> <li>2. USE GROUND BOND TO STEEL ONLY. INSERT A DOWBAR TIGHT WASHER BETWEEN LUG AND STEEL. COAT ALL SURFACES WITH KROM-SHIELD.</li> </ol>
<p>ISSUE NO. 11/26/10</p> <p>REVISION</p> <p>DATE</p> <p>11/26/10</p> <p>PROJECT NUMBER</p> <p>113010</p> <p>SHEET NUMBER</p> <p><b>E6</b></p>	 <p><b>PROPOSED EQUIPMENT UPGRADES</b></p> <p>1318 EAST PETTIGREW STREET    DURHAM, NC 27701    DURHAM COUNTY    NORTH CAROLINA</p>  <p>Shirkle &amp; Associates    Engineering, P.C.    1300 East Pettigrew Street    Durham, NC 27701    Phone: 919-485-4855</p>