

City Council Introduction:

BILL NUMBER:

Public Hearing:

Date Factsheet Prepared: 11/29/2016

FACTSHEET

Instructions: If a question does not apply, just put "NA". Please try to keep it to **ONE** page only. Submit **one original**, with your Request Form, to City Clerk.

TITLE: Verizon Small Cell Pole Lease Agreement

BOARD/COMMITTEE:
NA

APPLICANT: Public Works & Utilities

RECOMMENDATION: Approval

STAFF RECOMMENDATION: Approval

OTHER DEPARTMENTS AFFECTED:

SPONSOR: David Young

OPPONENTS:

REASON FOR LEGISLATION

Approving a Lease Agreement between the City of Lincoln and Verizon Wireless for the purpose of installing small cell wireless technology on City owned street light poles.

DISCUSSION / FINDINGS OF FACT:

Verizon Wireless has proposed a non-exclusive street light pole lease agreement with the City of Lincoln. The agreement will allow Verizon to install upgraded cellular infrastructure by replacing existing City owned street lights with new, small cell-rated street lights. Each pole will be connected to an advanced fiber optic network in advance of the 5G wireless technology deployment. The Small Cell Pole Lease Agreement creates a simple, fast and understandable framework for Verizon and other cellular providers to upgrade private wireless infrastructure through public partnership. The Small Cell Pole Lease Agreement is part of the Lincoln Technology Improvement System project.

POLICY OR PROGRAM CHANGE: ___ Yes ___ x No

OPERATIONAL IMPACT ASSESSMENT: NA

COST OF TOTAL PROJECT: \$0.00

RELATED ANNUAL OPERATING COSTS: \$0.00

SOURCE OF FUNDS:

CITY:

NON CITY: Verizon

FACTSHEET PREPARED BY: David P. Young

DATE: 11/29/16

REVIEWED BY:

DATE:

MASTER LEASE AGREEMENT

This Master Lease Agreement (the "**Agreement**") made this ____ day of _____, 20__ between City of Lincoln, a Nebraska municipal corporation, with its principal offices located at 555 South 10th Street #111, Lincoln, Nebraska 68508, hereinafter designated **LESSOR** and Verizon Wireless (VAW) LLC d/b/a Verizon Wireless, with its principal offices located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated **LESSEE**. LESSOR and LESSEE are at times collectively referred to hereinafter as the "**Parties**" or individually as the "**Party**."

RECITALS

WHEREAS, LESSOR is the owner of, or holds a leasehold or other possessory interest in, certain properties, utility poles and/or facilities, which are located within the geographic area of a license held by LESSEE to provide wireless services issued by the Federal Communications Commission (the "**FCC License**"); and

WHEREAS, LESSEE desires to install, maintain and operate communications equipment on certain of LESSOR's properties, utility poles and/or facilities; and

WHEREAS, LESSEE acknowledge the LESSOR requirements under Title 5, Title 14 and Title 27 of the Lincoln Municipal Code; and

WHEREAS, LESSOR and LESSEE desire to enter into this Agreement to define the general terms and conditions which would govern their relationship with respect to particular sites at which LESSOR may wish to permit LESSEE to install, maintain, and operate communications equipment; and

WHEREAS, LESSOR and LESSEE acknowledge that they will enter into a lease supplement ("**Supplement**"), in substantially the form attached hereto as **Exhibit A**, with respect to each particular location or site on which the LESSOR agrees to allow LESSEE to install, maintain, and operate communications equipment; and

WHEREAS, the Parties acknowledge that different related entities may operate or conduct the business of LESSOR and LESSEE in different geographic areas, and as a result, each Supplement may be signed by LESSEE and LESSOR's affiliated entities as further described herein, as appropriate based upon the ownership or other interest in the subject property, utility poles or facility, in the case of LESSOR, and the entity holding the FCC License in the subject geographic location, in the case of LESSEE.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and intending to be legally bound hereby, the Parties agree as follows:

1. **PREMISES.** Pursuant to all of the terms and conditions of this Agreement and the applicable Supplement, and all applicable LESSOR ordinances and standards, LESSOR agrees to lease to LESSEE certain space described in the applicable Supplement upon LESSOR's utility poles (the "**Poles**") and/or surrounding real and/or personal property (LESSOR's Poles, personal property and surrounding

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real property are hereinafter sometimes collectively referred to as the "**Property**"), for the installation, operation and maintenance of communications facility; together with the non-exclusive right of access, seven (7) days a week, twenty four (24) hours a day, over and through the Property to and from the Premises (as hereinafter defined) for the purpose of installation, operation and maintenance of LESSEE's communications facility. The space leased by LESSOR to LESSEE described herein or in the applicable Supplement is hereinafter collectively referred to as the "**Premises**". The Premises may include, only with specific approval in writing and in advance, space on the Poles sufficient for the installation, operation and maintenance of antennas and other equipment (the "**Antenna Space**") as described herein or in the Supplement. A communication facility shall mean the plant, equipment, appurtenances and other personal property used to power, transmit, receive, distribute, provide or offer telecommunication services.

2. CONDITION OF PROPERTY/POLE CONSTRUCTION. LESSOR makes no promise of fitness and shall deliver the Premises to LESSEE in an "as-is, with all faults" condition to LESSEE. LESSEE shall remove the existing pole and deliver to LESSOR at LESSOR's direction and replace with a new pole in compliance with Exhibit A and perform construction of its improvements in a manner which leaves the facility clean and free of debris upon completion of access. LESSOR represents to LESSEE that as of the Effective Date of each Supplement, and continuing throughout the Term (as hereinafter defined) of each Supplement: (a) the Poles are in need of replacement; (b) the Property is in compliance with all Laws (as defined in Paragraph 21 below), including any applicable building codes, regulations, or ordinances that may exist with regard to the Poles, or any part thereof; and (c) LESSOR will facilitate LESSEE's investigation of the Property to determine whether or not lead-based paint, asbestos, or other hazardous substances (as that term may be defined under any applicable federal, state or local law) are present on the Premises.

3. TERM; RENTAL.

This Agreement shall be for a term of twenty (20) years (the "Initial Term") commencing upon the execution hereof by both Parties. Each Supplement shall be effective as of the date of execution by both Parties (the "**Effective Date**"), provided however, the initial term of each Supplement shall be for five (5) years and shall commence on the execution of the Supplement (the "**Commencement Date**"), at which time rental payments shall commence and be due. The annual rental for a particular Supplement shall be based on an initial total annual rental of One Thousand Nine Hundred Ninety-five and No/100 Dollars (\$1,995.00) (the "**Master Rental Rate**") per pole. On January 1 of each year following the execution of this Agreement, this Master Rental Rate shall be increased by 2.3%. The annual rental for the first year of each Supplement shall be equal to the then effective Master Rental Rate and shall be set forth in the Supplement and shall be paid in advance annually on the Commencement Date and on each anniversary of the Commencement Date, in advance, to the payee designated by LESSOR in the Supplement, or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 15 below. LESSOR and LESSEE acknowledge and agree that the initial rental payment for each Supplement may not actually be sent by LESSEE until thirty (30) days after the Commencement Date. The annual rental for each Supplement shall be increased by 2.3% each year on the anniversary of the Commencement Date of the Supplement.

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Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in that event, LESSOR agrees to provide to LESSEE bank routing information for that purpose upon request of LESSEE.

- (a) Late Payment. In the event any payment is not received within thirty (30) days from receipt of a notice of breach from LESSOR, Lessee shall be assessed a late fee of 5% of the payment due and shall be assessed interest at the annual rate of 8 1/2%, compounded daily.
- (c) Application Fee. LESSEE has paid to the LESSOR a nonrefundable application fee in the amount of Ten Thousand and No/100 Dollars (\$10,000.00) to cover the LESSOR's ordinary processing and other administrative costs of this Agreement.
- (d) Supplement Review Fee. LESSEE shall pay to the LESSOR a nonrefundable administrative fee of One Thousand Five Hundred and No/100 Dollars (\$1,500.00) to cover the LESSOR's costs to review and administer the application process upon delivery of each Supplement application (the "Supplement Review Fee"). The LESSOR will not be obligated to begin its review of any Supplement application until the Supplement Review Fee is paid.

LESSOR hereby agrees to provide to LESSEE certain documentation (the "**Rental Documentation**") including without limitation: (i) documentation evidencing LESSOR's good and sufficient title to and/or interest in the Property and right to receive rental payments and other benefits under each Supplement; (ii) a completed, most current version of Internal Revenue Service Form W-9, or equivalent, and applicable state or local withholding forms, for any party to whom rental payments are to be made pursuant to this Agreement or a Supplement; and (iii) other reasonable documentation requested by LESSEE to comply with the requirement of any applicable laws, rules, regulations, ordinances, directives, or covenants now in effect, or which may hereafter come into effect. Notwithstanding anything to the contrary herein, or in any Supplement, LESSEE may not withhold any rent payments until Rental Documentation has been supplied to LESSEE as provided herein.

4. ELECTRICAL. If permitted by the local utility company servicing the Premises, LESSEE shall furnish and install an electrical meter, of a design and in a location where approved by the LESSOR to provide service, to the Premises for the measurement of electrical power used by LESSEE's installation. In the alternative, if permitted by the local utility company servicing the Premises, LESSEE shall furnish and install an electrical sub-meter at the Premises for the measurement of electrical power used by LESSEE's installation. In the event such sub-meter is installed, the LESSEE shall pay the utility directly for its power consumption, if billed by the utility, and if not billed by the utility, then the LESSOR shall read LESSEE's sub-meter on a monthly basis and provide LESSEE with an invoice for LESSEE's power consumption for each Supplement on an annual basis. Specifically, after the expiration of each calendar year, LESSOR shall determine LESSEE's actual electrical power consumption and resulting charges for the immediately preceding calendar year based on reading of the LESSEE's sub-meter on a monthly basis and the electric bills received by LESSOR throughout such calendar year. Each invoice shall reflect charges only for LESSEE's power consumption based on the average kilowatt hour rate actually paid by LESSOR to the utility for electric, without mark up or profit. All invoices for power consumption shall be sent by LESSOR to LESSEE at Verizon Wireless, M/S 3846, P.O. Box 2375, Spokane, WA 99210-2375, shall be provided to LESSEE within ninety (90) days following the conclusion of each calendar year (the "Invoice Period"), and shall be accompanied by copies of the electric bills received by LESSOR during the subject calendar year and

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documentation of the sub-meter readings applicable to such calendar year. LESSEE shall pay each annual power consumption charge within forty-five (45) days after receipt of the invoice from LESSOR.

LESSEE shall be permitted at any time during the Term (as defined herein) of each Supplement, to install, maintain, and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, along with all reasonably related equipment and appurtenances within the Premises, or elsewhere on the Property in such locations as reasonably approved by LESSOR.

5. EXTENSIONS. Each Supplement shall automatically be extended for three (3) additional five (5) year terms unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least three (3) months prior to the end of the then current term. All extensions, regardless of effective date will terminate at the end of the Initial Term of this Agreement unless a renewal agreement is executed by both parties. The initial term and all extensions under a Supplement shall be collectively referred to herein as the "**Term**".

If LESSEE desires to renew this Agreement for an additional term, it shall, not less than one hundred eighty (180) days before expiration of the Initial Term of this Agreement, give written notice to the LESSOR requesting renewal. LESSEE and LESSOR agree to negotiate in good faith terms acceptable to both Parties for the renewal of this Agreement. Nothing in this Agreement is intended to or does create a legally binding obligation on either Party to renew this Agreement or to reach definitive renewal terms. Each Party acknowledges that if negotiations do not result in definitive renewal terms, then no renewal term is granted and neither Party is entitled to any compensation from the other Party for any reason connected with the negotiations or their termination.

6. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto. LESSEE shall have the right, without any increase in rent, to replace, repair with like materials, or otherwise reasonably modify its, equipment, antennas and/or conduits or any portion thereof, and the frequencies over which the equipment operates, only if such the equipment, antennas, or conduits are specified on any exhibit attached to a Supplement, during the Term. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon LESSEE obtaining after the execution date of each Supplement all of the certificates, permits and other approvals (collectively the "**Governmental Approvals**") that may be required by any Federal, State or Local authorities, as well as a satisfactory analysis that will permit LESSEE use of the Premises as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain the Governmental Approvals, LESSEE shall have the right to terminate the applicable Supplement if: (i) any of the applications for Governmental Approvals is finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) LESSEE determines that the Governmental Approvals may not be obtained in a timely manner; Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in accordance with the notice provisions set forth in Paragraph 15 and shall be effective 90 days after receipt of that notice by LESSOR, or upon such later date as designated by LESSEE. All rentals paid to the termination date shall be retained by LESSOR. Upon such termination, the applicable Supplement shall be of no further force or effect except to the extent of the representations, warranties, and indemnities made by each Party to the other thereunder. Otherwise, the LESSEE shall have no further obligations for the payment of rent to LESSOR for the terminated Supplement.

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7. INDEMNIFICATION. Subject to Paragraph 8 below, to the extent allowed by law, each Party shall defend, indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to, or caused by, the negligence or willful misconduct of the other Party, or its employees, contractors or agents. The indemnified Party will provide the indemnifying Party with prompt, written notice of any written claim covered by this indemnification; provided that any failure of the indemnified Party to provide any such notice, or to provide it promptly, shall not relieve the indemnifying Party from its indemnification obligations in respect of such claim, except to the extent the indemnifying Party can establish actual prejudice and direct damages as a result thereof. The indemnified Party will cooperate appropriately with the indemnifying Party in connection with the indemnifying Party's defense of such claim. The indemnifying Party shall defend any indemnified Party, at the indemnified Party's request, against any claim with counsel reasonably satisfactory to the indemnified Party. The indemnifying Party shall not settle or compromise any such claim or consent to the entry of any judgment without the prior written consent of each indemnified Party and without an unconditional release of all claims by each claimant or plaintiff in favor of each indemnified Party.

8. INSURANCE.

a. To the extent allowed by law, the Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or to the Property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.

b. LESSEE agrees that at its own cost and expense, it will maintain commercial general liability insurance with limits not less than \$2,000,000.00 per occurrence for bodily injury (including death) and for damage or destruction to property. LESSEE agrees that it will include LESSOR as an additional insured. LESSOR will self-insure for similar amounts and coverages for the benefit of LESSEE.

9. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraphs 7 and 19, a violation of Paragraph 24, or a violation of law, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

10. INTERFERENCE. LESSEE agrees to install Equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LESSOR or other tenants of the Property which existed on the Property prior to the date the applicable Supplement is executed by the Parties. In the event any after-installed LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE of such interference by a written communication and a call to LESSEE's Network Operations Center [at (800) 224-6620/(800) 621-

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2622], LESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LESSEE's option, powering down such interfering equipment and later powering up such interfering equipment for intermittent testing. If the interference continues for a period in excess of 48 hours following such notification, LESSOR shall have the right to require LESSEE to reduce power, and/or cease operations until such time LESSEE can effect repairs to the interfering equipment. If after a period of six (6) months, LESSEE is unable to fully to correct and eliminate the interference, LESSOR shall be entitled to require LESSEE terminate a Supplement or relocate the Equipment.

LESSEE agrees that no diminution of light, air, or signal transmission by any structure (whether or not erected by the LESSOR) will entitle LESSEE to any reduction of the Annual Fees under any Supplement, result in any liability of the LESSOR to LESSEE, or in any other way affect this Agreement, any Supplement, or LESSEE's obligations, except as specifically provided in this Agreement.

11. REMOVAL AT END OF TERM. LESSEE shall, within ninety (90) days prior to the expiration of the Term, or any earlier termination of a Supplement, remove its equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear excepted. LESSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term. If during the 90 day removal period, LESSEE remains on the Premises, LESSEE shall pay rent at the then-existing monthly rate, or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the antenna structure, fixtures and all personal property are completed.

12. RIGHTS UPON SALE. If, at any time during the Term of any Supplement, LESSOR decides: (i) to sell or transfer all or any part of the Property or the Poles thereon to a purchaser other than LESSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in that portion of the Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, that sale or grant of an easement or interest therein shall be subject to the Supplement, and any such purchaser or transferee must recognize LESSEE's rights hereunder and under the terms of the affected Supplement(s). If LESSOR completes any such sale, transfer, or grant described in this paragraph without executing an assignment of the Supplement in which the third party agrees in writing to assume all obligations of LESSOR under the Supplement, then LESSOR shall not be released from its obligations to LESSEE under the Supplement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of the Supplement.

13. QUIET ENJOYMENT AND REPRESENTATIONS. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein and in a Supplement, shall peaceably and quietly have, hold and enjoy the Premises. LESSOR represents and warrants to LESSEE as of the execution date of each Supplement, and covenants during the Term, that LESSOR is seized of good and sufficient title and interest to the Property, and has full authority to enter into and execute the Supplement. LESSOR further covenants during the Term that there are no liens, judgments or impediments of title on the Property, or affecting LESSOR's title to the same and that there are no covenants, easements or restrictions that prevent or adversely affect the use or occupancy of the Premises by LESSEE as provided in this Agreement and in the applicable Supplement(s).

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14. ASSIGNMENT. This Agreement and each Supplement under it may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal, or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the FCC in which the Property is located by reason of a merger, acquisition or other business reorganization ("**LESSEE Affiliate**"). As to other parties, this Agreement and each Supplement may not be sold, assigned or transferred without the written consent of the LESSOR, which consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder.

15. NOTICES. All notices hereunder must be in writing and are validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or to any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: City of Lincoln
555 South 10th Street #111
Lincoln, Nebraska 68508

LESSEE: Verizon Wireless (VAW) LLC
d/b/a Verizon Wireless
Attention: Network Real Estate
180 Washington Valley Road
Bedminster, New Jersey 07921

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

16. RECORDING. LESSOR agrees to execute a Memorandum of each Supplement which LESSEE may record with the appropriate recording officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the Term or rental payments.

17. DEFAULT. If there is a breach by a Party with respect to any of the provisions of this Agreement, or under the provisions of an individual Supplement, the non-breaching Party shall give the breaching Party written notice of that breach. After receipt of the written notice, the breaching Party shall have thirty (30) days in which to cure the breach, provided the breaching Party shall have such extended period as may be required beyond the thirty (30) days if the breaching Party commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion, but in no event more than ninety (90) calendar days after receipt of written notice. The non-breaching Party may not maintain any action or effect any remedies for default against the breaching Party unless and until the breaching Party has failed to cure the breach within the time periods provided in this Paragraph. LESSOR and LESSEE agree that a default under an individual Supplement does not constitute a default under this Agreement.

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18. REMEDIES. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of that default, the non-defaulting Party may terminate the applicable Supplement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located. Further, upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. If LESSEE undertakes any such performance on LESSOR's behalf with written approval from LESSOR and LESSOR does not pay LESSEE the full undisputed amount within thirty (30) days of its receipt of an invoice setting forth the amount due, LESSEE may offset the full undisputed amount due against all fees due and owing to LESSOR under the applicable Supplement until the full undisputed amount is fully reimbursed to LESSEE.

19. ENVIRONMENTAL.

a. LESSEE shall conduct its business in compliance with all environmental and industrial hygiene law. LESSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Poles or Property, unless such conditions or concerns are caused by the specific activities of LESSEE in the Premises.

b. LESSOR shall hold LESSEE harmless and indemnify LESSEE from and assume all duties, responsibility and liability at LESSOR's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such non-compliance results from conditions caused by LESSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Building or Property or activities conducted thereon, unless such environmental conditions are caused by LESSEE.

c. LESSEE shall hold LESSOR harmless and indemnify LESSOR from and assume all duties, responsibility and liability at LESSEE's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, to the extent that such non-compliance results from conditions caused by LESSEE; and b) any environmental or

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industrial hygiene conditions arising out of or in any way related to the condition of the Property or activities conducted thereon, to the extent that such environmental conditions are caused by LESSEE.

20. CASUALTY. In the event of damage by fire or other casualty to the Utility Pole or Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may, at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate the Supplement upon fifteen (15) days prior written notice to LESSOR. Any such notice of termination shall cause the Supplement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of the Supplement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under the Supplement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LESSEE's use of the Premises is impaired.

21. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property and the Poles in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, laws regulating hazardous substances) (collectively "**Laws**"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with: (a) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises; and (b) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises. It shall be LESSEE's obligation to comply with all Laws relating to the Property and Poles in general, without regard to specific use (including, without limitation, modifications required to enable LESSEE to obtain all necessary building permits).

22. AUTHORIZED ENTITIES. This Agreement is entered into by the Parties each on its own behalf and for the benefit of: (i) any entity in which the Party directly or indirectly holds an equity or similar interest; (ii) any entity which directly or indirectly holds an equity or similar interest in the Party; or (iii) any entity directly or indirectly under common control with the Party. Each Party and each of the entities described above are referred to herein as an "**Authorized Entity**". No obligation is incurred or liability accepted by any Authorized Entity until that Authorized Entity enters into a site specific Supplement. Only the Party and the Authorized Entity executing a Supplement are responsible for the obligations and liabilities related thereto arising under that Supplement and this Agreement. All communications and invoices relating to a Supplement must be directed to the Authorized Entity signing the Supplement. A default by any Authorized Entity will not constitute or serve as a basis for a default by any other Authorized Entity not a party to the applicable Supplement.

23. MISCELLANEOUS. This Agreement and the Supplements that may be executed from time to time hereunder contain all agreements, promises and understandings between the LESSOR and the LESSEE regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either the LESSOR or the LESSEE in any dispute, controversy or proceeding. This Agreement may not be amended or varied except in a writing signed by all Parties. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns hereto. The failure of either party to insist

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upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights hereunder shall not waive such rights and such party shall have the right to enforce such rights at any time. The performance of this Agreement via each Supplement shall be governed interpreted, construed and regulated by the laws of the state in which the Premises is located without reference to its choice of law rules.

24. NON-DISCLOSURE. The Parties agree any information exchanged between the Parties regarding the Agreement may be confidential. The Parties agree, to the extent permitted by law, including public records law, not to disclose confidential information to any third party without the prior written consent of the other. If a disclosure is required by law, prior to disclosure, the Party shall make good faith efforts to notify the other Party. Each Party may, without obtaining the other's consent, provide such copies or make such disclosures to Authorized Entities if such information pertains to that Authorized Entity.

25. USE OF PUBLIC RIGHTS-OF-WAY.

a. LESSEE agrees to obey and comply with all applicable governmental ordinances laws, rules, regulations, or restrictions, including, but not limited to, City of Lincoln Code Title 5, Title 14 and Title 27. Subject to LESSOR ordinance, LESSOR permitting requirements, and Exhibit A, LESSOR hereby grants to LESSEE the right to use the municipal public right-of-way for the installation, maintenance and operation of LESSEE's communications equipment in and on Poles located within the public right-of-way and where a permit has been applied for and received.

b. All communications equipment shall be installed in accordance with applicable Laws and LESSEE shall comply with all laws, ordinances, rules and regulations adopted by LESSOR. Within the public rights-of-way, the location of the communications equipment shall be subject to the reasonable and proper regulation, direction and control of the LESSOR, or the official to whom such duties have been delegated by LESSOR. LESSEE shall have no ownership interest in any Poles owned by LESSOR.

c. LESSEE and its contractors shall comply with all construction permits and reasonable notice requirements (including the dates, location, and nature) for all work to be performed on its communications equipment within the public rights-of-way. LESSEE shall perform all work on LESSEE's communications equipment within the public rights-of-way and may park vehicles in the streets and other public rights-of-way when necessary for the installation, replacement, abandonment, operation or maintenance of LESSEE's communications equipment in accordance with Title 5 and Title 14 of the Lincoln Municipal Code. Following completion of work in the public rights-of-way, LESSEE shall repair any affected public rights-of-way as soon as possible, but no later than the time frame established by any permit issued by the LESSOR. No street, alley, highway, or public place shall be encumbered for a longer period than shall be necessary to execute the work authorized by the applicable Supplement and this Agreement.

26. STRUCTURE RECONDITIONING, REPAIR, REPLACEMENT.

a. From time to time, LESSOR paints, reconditions, or otherwise improves or repairs the Poles in a substantial way ("**Reconditioning Work**"). LESSOR shall reasonably cooperate with LESSEE to carry out Reconditioning Work activities in a manner that minimizes interference with LESSEE's approved use of the Premises.

City of Lincoln

b. Prior to commencing Reconditioning Work, LESSOR will use reasonable efforts to provide LESSEE with at least one hundred twenty (120) days prior written notice. Upon receiving that notice, it shall be LESSEE's sole responsibility to provide adequate measures to cover, remove, or otherwise protect LESSEE's equipment from the consequences of the Reconditioning Work, including but not limited to paint and debris fallout. LESSOR reserves the right to require LESSEE to remove all of LESSEE's equipment from the Poles and Premises during Reconditioning Work, provided the requirement to remove LESSEE's equipment is contained in the written notice required by this Section. All cost associated with the protection measures, including temporary removal, shall be the sole responsibility of the LESSEE. LESSOR's failure to give notice of less than one hundred twenty (120) days' notice will not affect the LESSOR's rights under this section. In either case, the LESSOR will provide the LESSEE with a date by which its equipment must be protected or removed.

c. LESSEE may request a modification of LESSOR's procedures for carrying out Reconditioning Work in order to reduce the interference with LESSEE's use of the Premises. If LESSOR agrees to the modification, LESSEE shall be responsible for all reasonable incremental cost related to the modification.

d. If the Poles need to be replaced ("**Replacement Work**"), LESSOR shall provide LESSEE with at least one hundred twenty (120) days' written notice to remove its equipment. LESSOR shall also promptly notify LESSEE when the Poles have been replaced and LESSEE may re-install its equipment. During LESSOR's Replacement Work, LESSEE may maintain a temporary communications facility on the Property, or after approval by LESSOR, on any land owned or controlled by LESSOR in the vicinity of the Property. If the Property will not accommodate LESSEE's temporary communications facility or if the Parties cannot agree on a temporary location, the LESSEE, at its sole option, shall have the right to terminate the applicable Supplement upon thirty (30) days written notice to LESSOR.

e. If the Poles need to be repaired due to storm or other damage ("**Repair Work**"), LESSOR shall notify LESSEE to remove its equipment as soon as possible. In the event of an emergency, LESSOR shall contact LESSEE by telephone at LESSEE's Network Operations Center at (800) 224-6620 prior to removing LESSEE's Equipment. Once the Poles have been replaced or repaired, LESSOR will promptly notify LESSEE it can reinstall its equipment. During LESSOR's Repair Work, LESSEE may maintain a temporary communications facility on the Property, or after approval by LESSOR, on any land owned or controlled by LESSOR in the vicinity of the Property. All cost associated with any Repair Work shall be the sole responsibility of the LESSEE, except to the extent caused by third-parties or the LESSOR.

27. Security. (a) Within thirty (30) days of the Effective Date of this Agreement, LESSEE shall provide a performance bond, letter of credit or other form of security (Security) to Lessor in the amount of Fifty Thousand and 00/100 Dollars (\$50,000.00) as security to guarantee the removal of LESSEE's improvements and restoration of the Premises as required in this Agreement.

(b) If the LESSOR draws upon the Security or any subsequent Security delivered pursuant hereto, in whole or in part, LESSEE shall immediately replace or replenish it to its full amount and shall deliver to the LESSOR a like replacement Security or certification of replenishment for the full amount as a substitution of the previous Security. This shall be a continuing obligation for any withdrawals from the Security.

City of Lincoln

(c) If any Security is not so replaced or replenished, the LESSOR may draw on said Security for the whole amount thereof and use the proceeds as satisfaction of LESSEE's performance of Agreement obligations to the extent necessary. The failure to replace or replenish any Security may also, at the option of the LESSOR, be deemed a default by LESSEE under this Agreement. The drawing on the Security by the LESSOR, and use of the money so obtained for payment or performance of the obligations, duties and responsibilities of LESSEE which are in default, shall not be a waiver or release of such default.

(d) The collection by LESSOR of any damages or monies from the Security shall not affect any other right or remedy available to it, nor shall any act, or failure to act, by the LESSOR pursuant to the Security, be deemed a waiver of any right of the LESSOR pursuant to this Agreement or otherwise.

(e) Action by the LESSOR or LESSOR under this Section shall be subject to judicial review in a court of competent jurisdiction.

28. Limitation on Pole Placements in Historic and Sensitive Areas.

LESSEE acknowledges that: (i) Lessor, through its Planning Department, shall make all decisions required under this Section; (ii) pole placements in Historic districts or Capitol Environs district are subject to the regulations under the Lincoln Municipal Code section 27.56 and 27.57, absent LESSOR consent; (iii) any Pole application that requests installation of Equipment on a historic or decorative Nonstandard Pole or in an Historic district, Capitol Environs district or other sensitive area imposes a greater administrative burden on the LESSOR in the Pole application review and approval process; (iv) the LESSOR may, in its sole discretion, disapprove Supplements for any Poles that are subject to Lincoln Municipal Code section 27.56 and 27.57; (v) for any other Nonstandard Pole that is historic, decorative or in a sensitive location, such as but not limited to, poles in districts listed on the National Register of Historic Places, the Hay Market, the Rail Yard and any other sensitive location, the LESSOR has the right in its sole discretion to deny an application for a Pole approval solely on aesthetic grounds.

[Balance of page intentionally left blank]

IN WITNESS WHEREOF, the Parties have executed this Agreement effective the day and year first above written.

**LESSOR: CITY OF LINCOLN, NEBRASKA,
a municipal corporation**

Chris Beutler, Mayor

Public Works Director

Date: _____

Date: _____

ATTEST:

APPROVED:

City Clerk

City Attorney

LESSEE: Verizon Wireless (VAW) LLC d/b/a Verizon Wireless

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A

LEASE SUPPLEMENT

This Lease Supplement ("**Supplement**"), is made this ____ day of _____, 20__ between **the City of Lincoln**, a Nebraska municipal corporation, whose principal place of business is 555 South 10th Street #111, Lincoln, Nebraska, 68508 ("**Lessor**"), and **Verizon Wireless (VAW) LLC d/b/a Verizon Wireless** d/b/a Verizon Wireless, whose principal place of business is One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 ("**Lessee**").

1. **Master Lease Agreement.** This Supplement is a Supplement as referenced in that certain Master Lease Agreement between the City of Lincoln and Verizon Wireless (VAW) LLC d/b/a Verizon Wireless, dated _____, 201__, (the "**Agreement**"). All of the terms and conditions of the Agreement are incorporated herein by reference and made a part hereof without the necessity of repeating or attaching the Agreement. In the event of a contradiction, modification or inconsistency between the terms of the Agreement and this Supplement, the terms of this Supplement shall govern. Capitalized terms used in this Supplement shall have the same meaning described for them in the Agreement unless otherwise indicated herein.
2. **Premises.** Lessor hereby leases to Lessee certain spaces on and within Lessor's Property located at <INSERT SITE ADDRESS>, including, without limitation, Antenna Space and Cabling Space, and Antenna Space on the Poles. The Antenna Space and Cabling Space are as shown on **Exhibit 1**, attached hereto and made a part hereof.
3. **Term.** The Commencement Date and the Term of this Supplement shall be as set forth in the Agreement.
4. **Consideration.** Rent under this Supplement shall be ____ and No/100 Dollars (\$____.00) per year [calculated at the then current Master Rental Rate], payable to Lessor at 555 South 10th Street #111, Lincoln, Nebraska 68508. The annual rental for this Supplement shall be increased by 2.3% each year on the anniversary of the Commencement Date of this Supplement.
5. **Site Specific Terms.** (Include any site-specific terms)
6. **Equipment Diagram** – see attached

City of Lincoln

IN WITNESS WHEREOF, the Lessor and the Lessee have executed this Supplement effective the day and year first above written.

**LESSOR: CITY OF LINCOLN, NEBRASKA,
a municipal corporation**

Chris Beutler, Mayor

Public Works Director

Date: _____

Date: _____

ATTEST:

APPROVED:

City Clerk

City Attorney

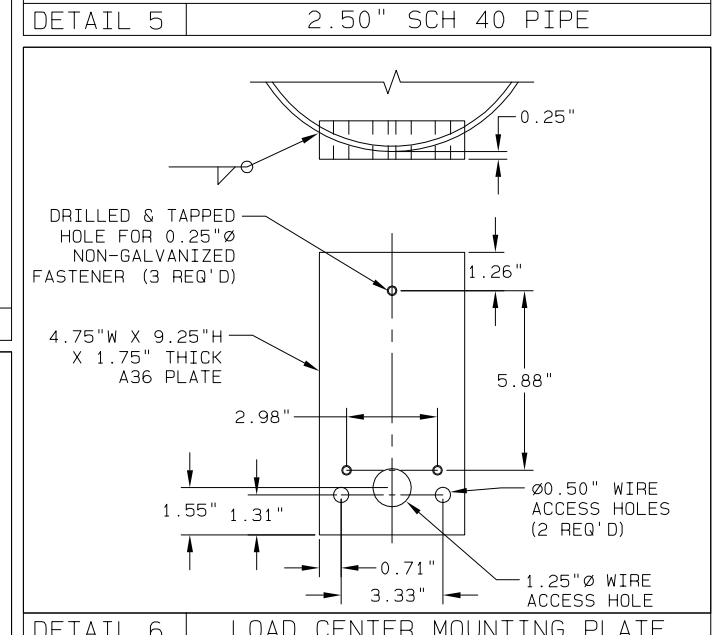
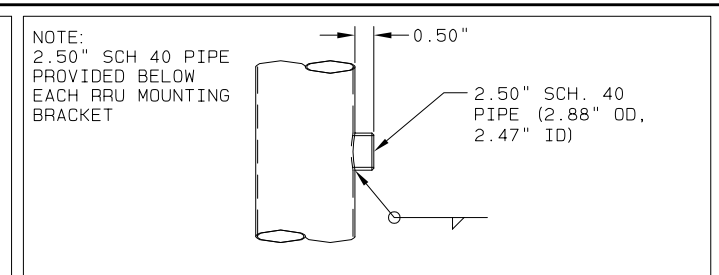
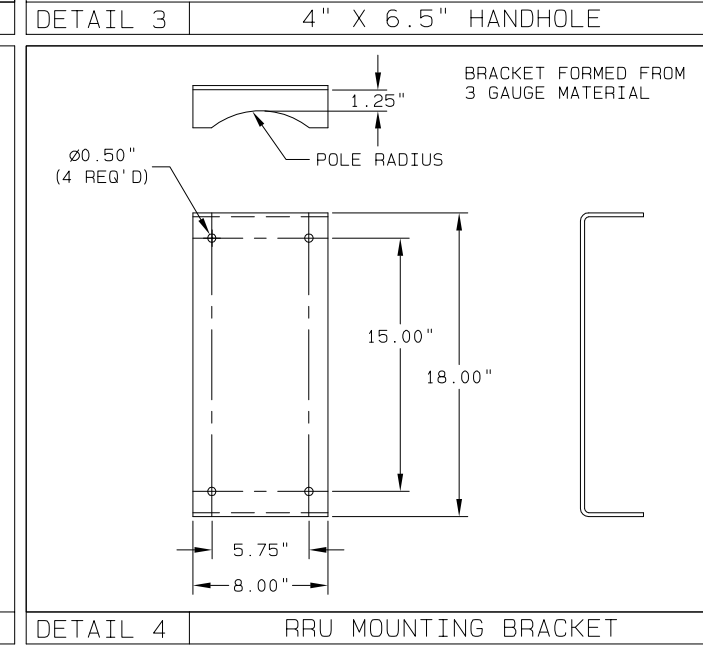
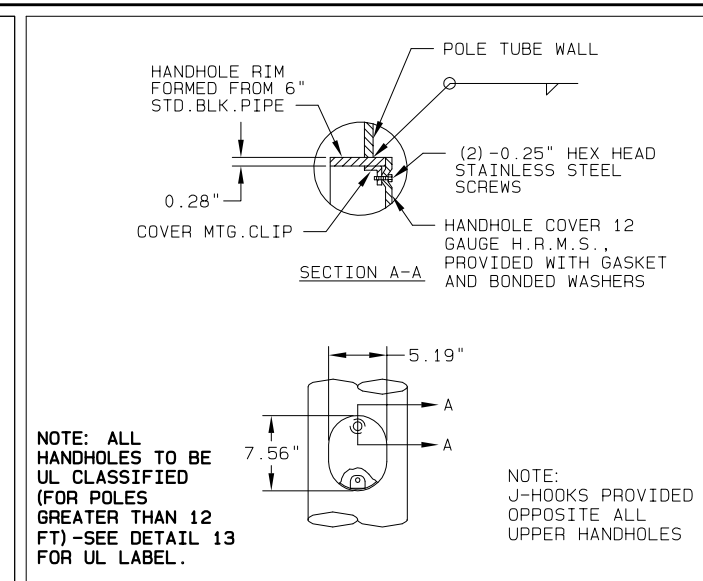
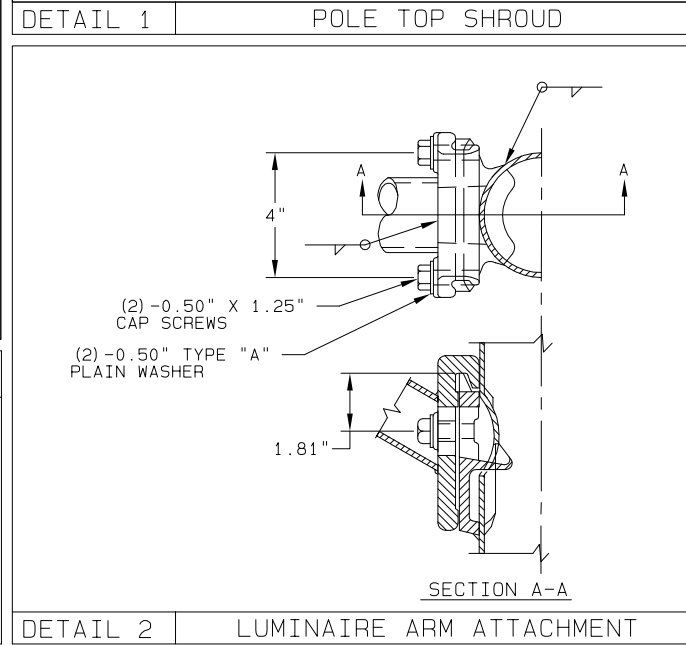
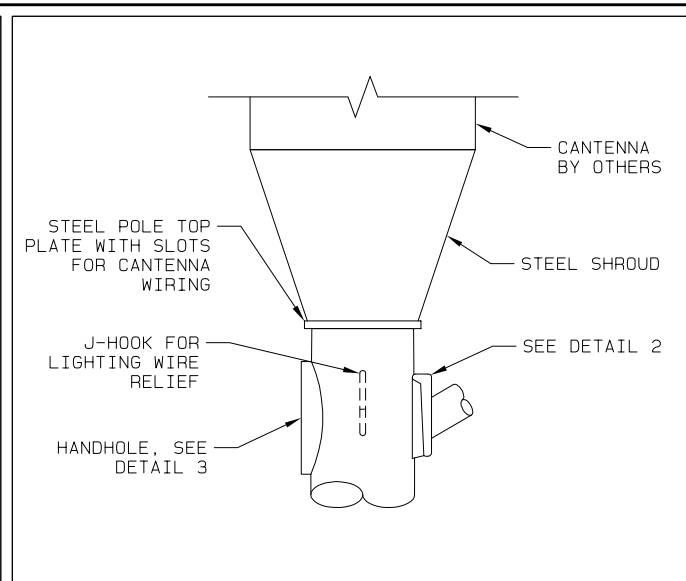
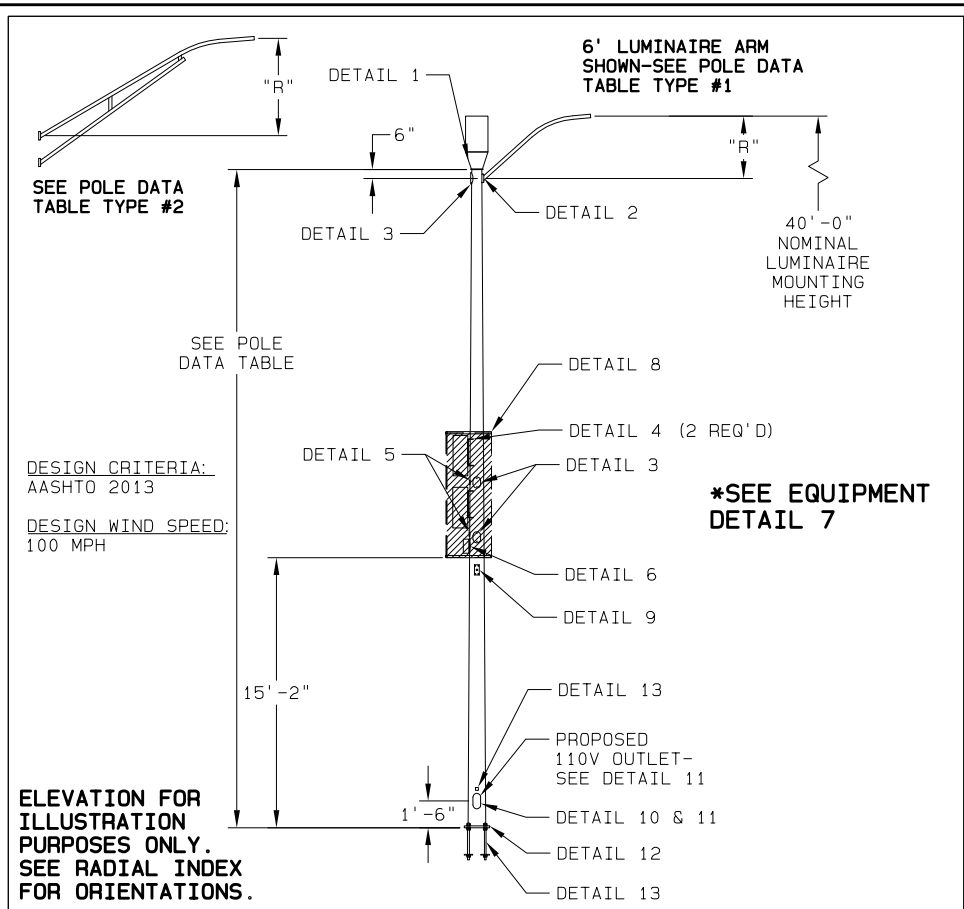
LESSEE: Verizon Wireless (VAW) LLC d/b/a Verizon Wireless

By: _____

Name: _____

Title: _____

Date: _____



MATERIAL DATA		
COMPONENT	ASTM DESIGNATION	MIN. YIELD (KSI)
POLE TUBE	A595 GR. A	55
ARM ATTACHMENTS	A27 GR. 65-35 OR A36	35
POLE BASE	A36	36
ARM CONNECTING BOLTS	SAE GR. 5	--
ARM PIPE - 2" SCHED. 40	A513 OR EQUIV	36
ANCHOR BOLTS	F1554 GR. 55	55

FINISH DATA	
SYSTEM:	GALVANIZED (GV)
BASE COAT:	HOT-DIP GALVANIZED TO ASTM A123
PRIME COAT:	NONE
FINISH COAT:	NONE
COLOR:	NONE
SPEC:	F-1
OPTIONAL FINISH COAT:	TGIC OR URETHANE POLYESTER POWDER TO BE DETERMINED
OPTIONAL COLOR:	TO BE DETERMINED

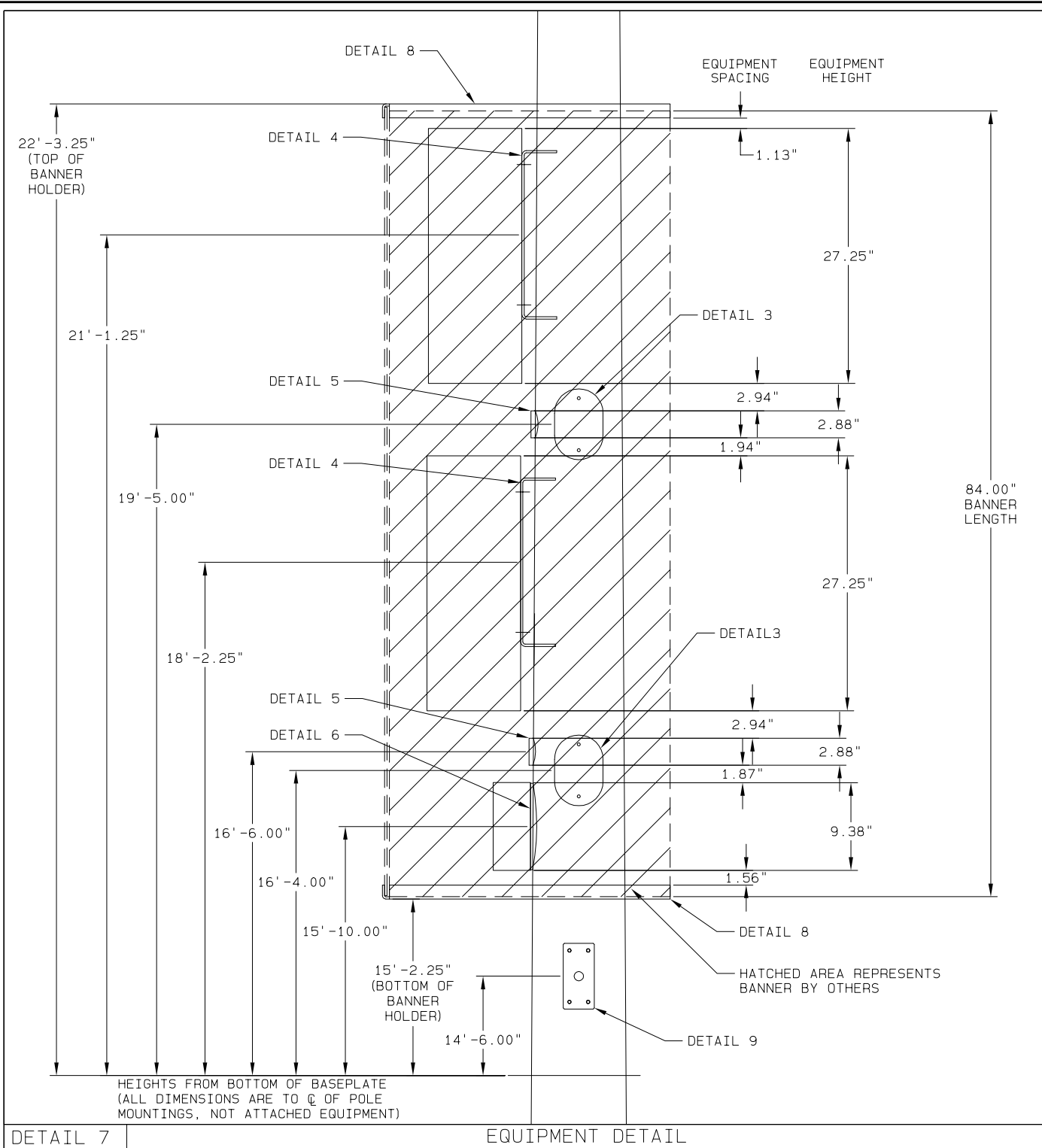
POLE AND LUMINAIRE ARM DATA																	
TYPE	LUMINAIRE ARM TYPE	POLE TUBE				POLE BASE				ANCHOR BOLT				LUMINAIRE ARM			
		BASE DIA. (IN)	TOP DIA. (IN)	LENGTH (FT)	GAUGE OR THK. (IN)	SQUARE "S" (IN)	BOLT CIRCLE "Y" (IN)	THK. "M" (IN)	SLOT "Z" (IN)	DIA. "K" (IN)	LENGTH "J" (IN)	UPPER THREAD LENGTH "U" (IN)	LOWER THREAD LENGTH "H" (IN)	ARM SPAN "L" (FT)	RISE HEIGHT "R" (FT)	PIPE DIA. (IN)	WALL THK. (IN)
1	SINGLE ARM	12.00	6.82	37.00	7	17.00	16.00	1.25	1.38 X 1.94	1.25	47.00	8.00	6.00	6.00	3.50	2.38	0.154
2	TRUSS STYLE ARM	12.00	7.10	35.00	7	17.00	16.00	1.25	1.38 X 1.94	1.25	47.00	8.00	6.00	12.00	5.50	2.38	0.154

- NOTES:**
- (3) RIGID 0.25" THICK BANNERS CAPABLE: (1) 24" WIDE X 84" LONG, (2) 30" WIDE X 84" LONG. BANNERS WILL BE PROVIDED BY AND INSTALLED BY CONTRACTOR. CITY OF LINCOLN WILL PROVIDE BANNER SPECIFICATIONS AND DESIGN. COST FOR BANNERS WILL BE INCLUDED IN THE SPECIAL SERVICES CHARGED FOR THE POLE INSTALLATION.
 - TOP LUMINAIRE ARM ATTACHMENT TO BE AT 34'-6" FOR POLE TYPE #2.
 - POLES ARE DESIGNED TO SUPPORT THE SPECIFIED CAMERA AND ANY OTHER IDENTIFIED ATTACHMENTS.
 - POLE LOADING CALCULATIONS WERE CONDUCTED ASSUMING A CAMERA MOUNTING HEIGHT OF 20 FEET. THE CAMERA WITH MOUNTING BRACKET SPECIFIED BY CITY SHOULD BE UTILIZED IN THE CALCULATIONS.
 - THE DEFLECTION AT THE CAMERA ATTACHMENT SHALL NOT EXCEED ONE INCH IN A 30-MPH (NON-GUST) WIND.
 - LESSEE RRU EQUIPMENT SHALL NOT EXCEED 17.5 CUBIC FEET WITHOUT PRIOR WRITTEN APPROVAL.
 - LESSEE TO PROVIDE AND INSTALL 12c SM CITY FIBER FROM PULL BOX TO TOP OF POLE.
 - POWER AVAILABLE FOR CITY POLE ATTACHMENT, 110V OUTLET TO BE INSTALLED AND POWERED BY LESSEE, SEE DETAIL 11. THE POWER DRAW FOR CITY POLE ATTACHMENT SHALL NOT EXCEED 15 AMP.
 - ANTENNA TO BE MOUNTED AT POLETOP FOR ALL POLE TYPES. ANTENNA SHALL NOT EXCEED 3 CUBIC FEET WITHOUT PRIOR WRITTEN APPROVAL. PANEL ANTENNAS REQUIRE WRITTEN APPROVAL PRIOR TO INSTALL.
 - TOP LUMINAIRE ARM ATTACHMENT TO BE AT 34'-6" FOR POLE TYPE #2. CONTRACTOR TO PROVIDE LUMINAIRE ARM. LUMINAIRE WILL MATCH THE LATEST CITY OF LINCOLN SPECIFICATIONS WHEN INSTALLED. COST FOR LUMINAIRE IS LIMITED TO \$250 AND WILL BE INCLUDED IN THE SPECIAL SERVICES CHARGED FOR POLE INSTALLATION.
 - OPTIONAL FINISH COAT AND COLOR DETERMINED BY CITY OF LINCOLN BASED ON SITE CONDITIONS.

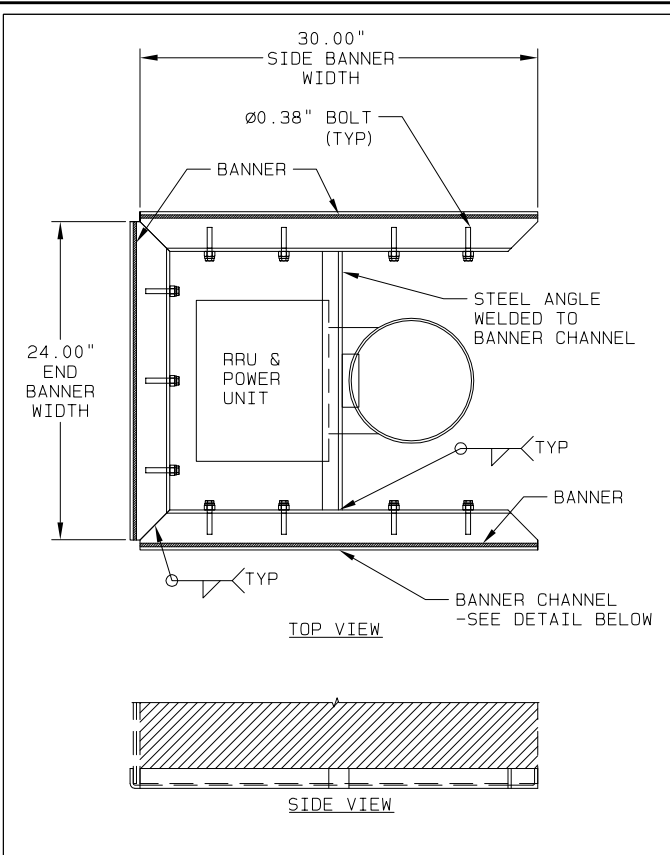
EXHIBIT A - STANDARD SMALL CELL POLE INSTALLATION

J	KJW5 11/17/16	KJW5 11/17/16	REVISED NOTES	SOLD TO:	JOB	CITY OF LINCOLN	VALMONT INDUSTRIES, INC. RESERVES THE RIGHT TO INSTALL VARIOUS, ENGINEER APPROVED, MATERIAL HANGING ACCOMMODATIONS TO FACILITATE THE MANUFACTURING PROCESS.	ORDER NUMBER: 326171-P1
H	KJW5 11/16/16	KJW5 11/16/16	REVISED NOTES	SHIP TO:	DOWNTOWN SMALL CELL		THE RIGHT TO INSTALL VARIOUS, ENGINEER APPROVED, MATERIAL HANGING ACCOMMODATIONS TO FACILITATE THE MANUFACTURING PROCESS.	PAGE NUMBER: 1 OF 3
G	KJW5 11/15/16	KJW5 11/15/16	ADDED NOTE FOR 110V OUTLET	P.O. #:	LIGHTING STRUCTURES			DRAWING NUMBER
	BD4 04/21/16	BD4 04/21/16		AGENT: LARRY GRIMES				REV
REV	DRAWN BY-DATE	CHECK BY-DATE	DESCRIPTION					NE326171P1

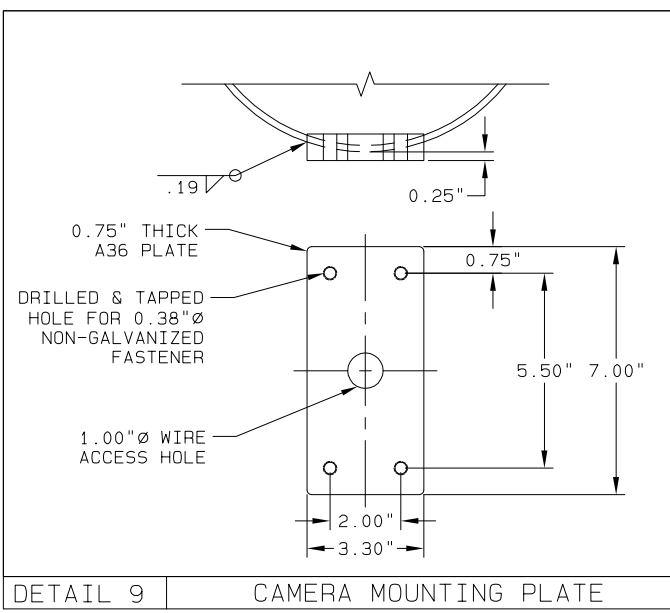




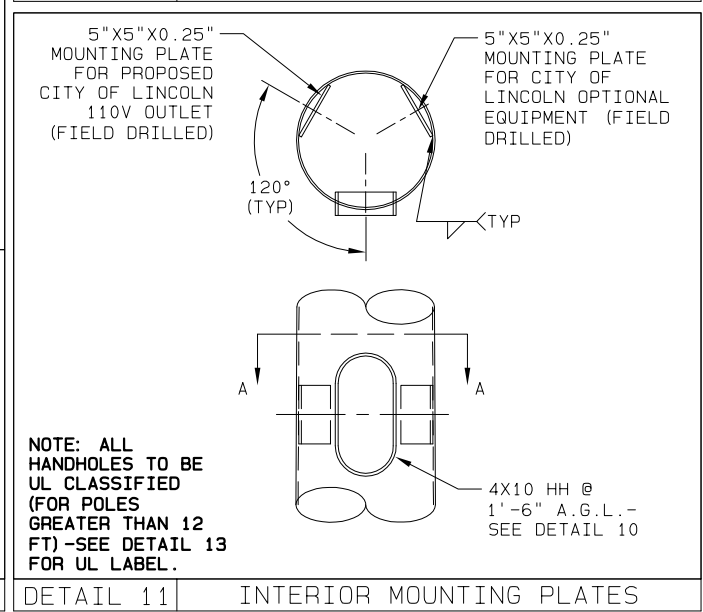
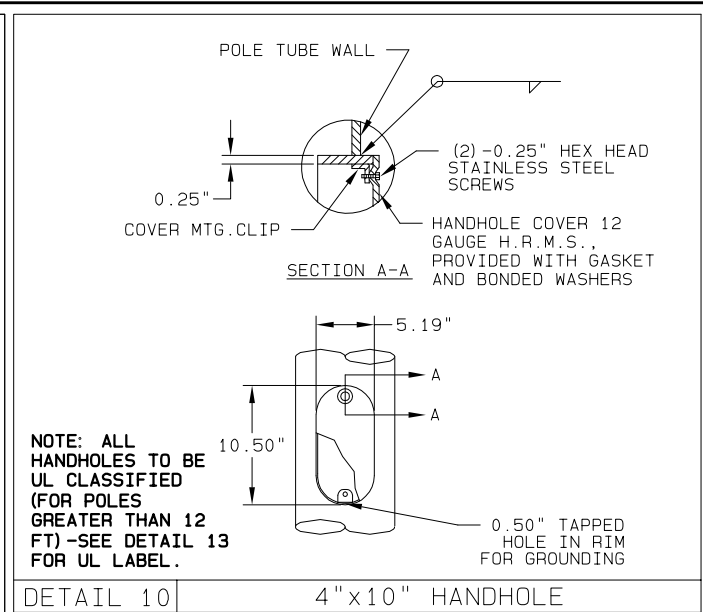
DETAIL 7 EQUIPMENT DETAIL



DETAIL 8 BANNER HOLDER



DETAIL 9 CAMERA MOUNTING PLATE



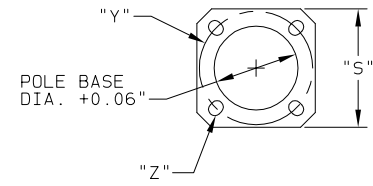
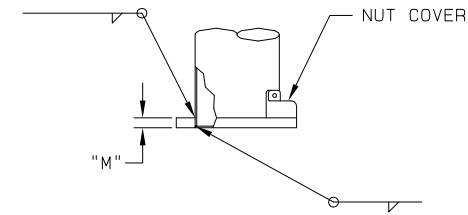
DETAIL 11 INTERIOR MOUNTING PLATES

JOB CITY OF LINCOLN
DOWNTOWN SMALL CELL
TITLE LIGHTING STRUCTURES

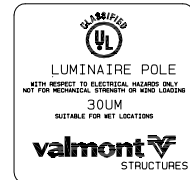
VALMONT INDUSTRIES, INC. RESERVES THE RIGHT TO INSTALL VARIOUS, ENGINEER APPROVED, MATERIAL HANGING ACCOMMODATIONS TO FACILITATE THE MANUFACTURING PROCESS.

valmont
Valley, NE 68064
(402) 359-2201

ORDER NUMBER: 326171-P1
PAGE NUMBER: 2 OF 3
DRAWING NUMBER: NE326171P1
REV: J



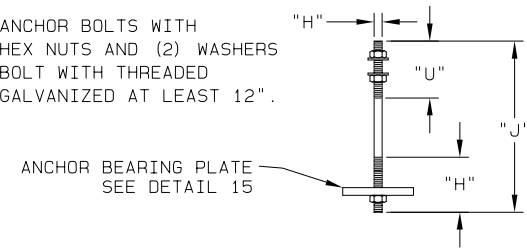
DETAIL 12 POLE BASE



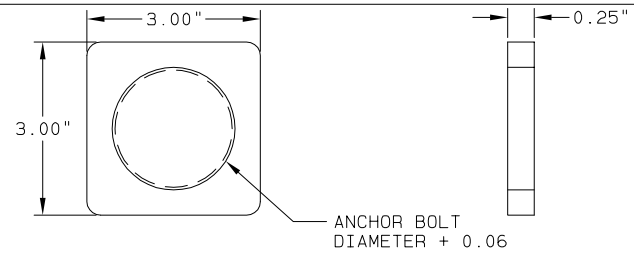
"CLASSIFIED LABEL": UL1598, CATEGORY IEUR (LUMINAIRE POLES) POLES AT LEAST 12FT TALL BUT LESS THAN 100FT.

DETAIL 13 UL CLASSIFIED LABEL

(4) -ANCHOR BOLTS WITH
(3) HEX NUTS AND (2) WASHERS
PER BOLT WITH THREADED
END GALVANIZED AT LEAST 12\"/>

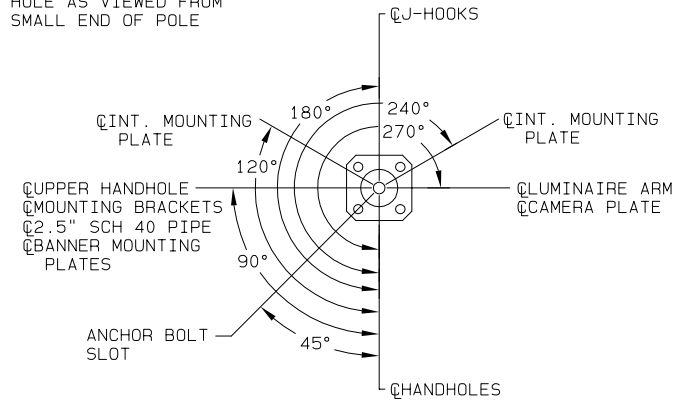


DETAIL 14 ANCHOR BOLT



DETAIL 15 ANCHOR BEARING PLATE

ALL ANGLES MEASURED
CLOCKWISE FROM HAND-
HOLE AS VIEWED FROM
SMALL END OF POLE



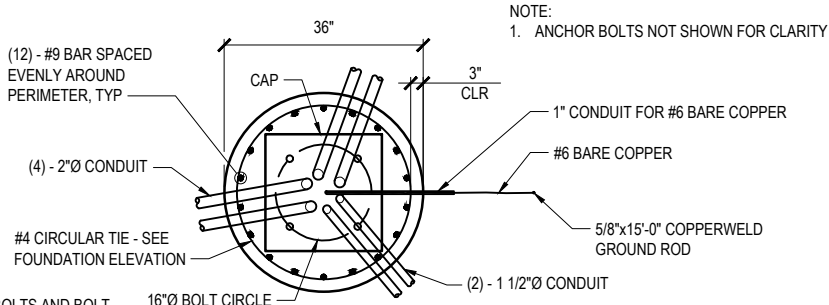
RADIAL INDEX

JOB CITY OF LINCOLN
DOWNTOWN SMALL CELL
TITLE LIGHTING STRUCTURES

VALMONT INDUSTRIES, INC. RESERVES
THE RIGHT TO INSTALL VARIOUS,
ENGINEER APPROVED, MATERIAL HANGING
ACCOMMODATIONS TO FACILITATE THE
MANUFACTURING PROCESS.

valmont
Valley, NE 68064
(402) 359-2201

ORDER NUMBER: 326171-P1
PAGE NUMBER: 3 OF 3
DRAWING NUMBER REV
NE326171P1 J



QUANTITIES
(FOR INFORMATION ONLY)

CONCRETE	3.8 CY
REINFORCING	665 LBS

GENERAL NOTES:

- CONSTRUCTION SHALL BE IN ACCORDANCE WITH CITY OF LINCOLN STANDARD SPECIFICATIONS FOR MUNICIPAL CONSTRUCTION, 2011.
- REINF. STEEL: $F_y = 60$ KSI EPOXY COATED ASTM A615
- CONCRETE: L-3500
- MIN COVER TO REINF STEEL IS 3", UNLESS NOTED OTHERWISE
- PROVIDE 3/4" CHAMFER AT ALL EXPOSED EDGES
- CONDUIT SHALL BE PLACED WITHIN THE FOUNDATION SUCH THAT A MINIMUM 1 1/2" CLEARANCE IS MAINTAINED BETWEEN ADJACENT CONDUIT.

DESIGN SOIL PARAMETERS:

SOFT CLAY:

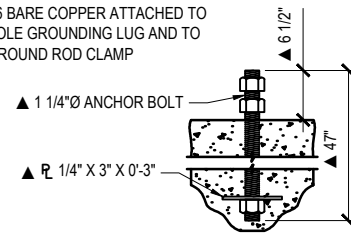
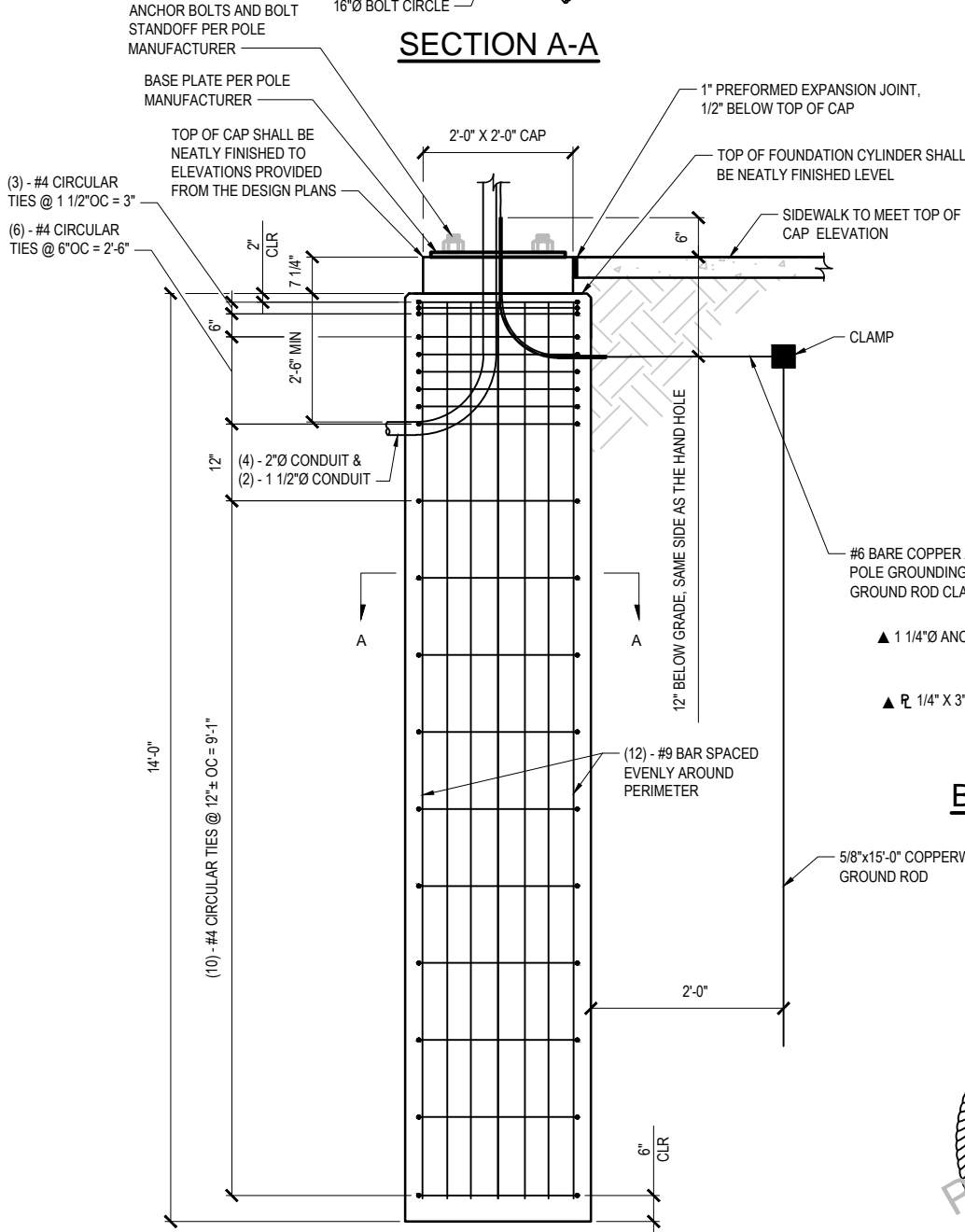
EFFECTIVE UNIT WEIGHT, $\gamma = 100$ pcf
 UNDRAINED COHESION, $c = 250$ psf
 STRAIN FACTOR, $E_{s0} = 0.02$

LOOSE SAND:

EFFECTIVE UNIT WEIGHT, $\gamma = 110$ pcf
 FRICTION ANGLE, $\phi = 29^\circ$
 SOIL MODULUS PARAMETER, $K_1 = 25$ psi

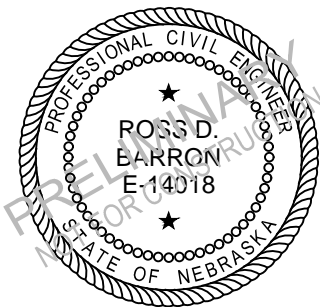
DESIGN LOADS:

ACTING AT TOP OF SHAFT
 MOMENT = 38 k-ft
 TORSION = 2.39 k-ft
 SHEAR = 1.6 Kip
 AXIAL = 2.5 Kip



BOLT PROTECTION DETAIL

- FINAL BOLT SIZE & LAYOUT SHALL BE VERIFIED WITH MANUFACTURER SHOP DRAWINGS PRIOR TO CONSTRUCTION.



STANDARD FOUNDATION DESIGN

VERIZON SMALL CELL POLES

PROJECT: 016-3221

DRAWN BY: TAT

DATE: 12/1/16

FOUNDATION DESIGN
 LINCOLN, NEBRASKA



601 P Street, Suite 200
 Lincoln, NE 68508

TEL 402.474.6311
 FAX 402.474.5160
 www.oaconsulting.com