26. <u>Water Tanks</u>. The following provisions shall only apply to the instance in which Licensee is attaching Equipment to a structure owned by MLGW, which is a water tank (all of the water tanks which are the subject of this Master Agreement or any Commencement Agreement may be collectively or individually referred to as the "Tower"):

Corral Design (if applicable). The following criteria will be considered when designing a corral by either the Licensee or MLGW to be mounted atop of MLGW's overhead water storage tanks:

- (a) The corral will be designed for the maximum allowable diameter and communications equipment weight the tank can support and with minimum structural displacement.
- (b) Cross arm tension cables or rods shall not be used for stabilization of the corral. This will limit maintenance personnel abilities to safely access roof, wet well access hatches and air vent.
- (c) The MLGW Water Operations Department will review the corral design to make sure it meets these criteria and will not compromise the integrity of the tank.
- (d) Welding is permitted on water tanks; however, interior/exterior paint coatings damage caused by welding activities, especially on area that contain water (roof, side, bottom and riser).must be repaired by a NACE (National Association of Corrosion Engineers) certified industrial coating contractor. Also, the carrier will provide MLGW with a paint repair inspection report from a certified NACE Level 3 inspector for approval of repairs. MLGW will provide the Licensee with a copy of the water tank painting specifications to ensure the correct coatings, paint color and mil thickness are restored correctly.
- (e) Licensee shall coordinate work on the Tower through MLGW's Water Operations Department at (901) 320-3939.
- (f) No antenna cables, support devices, standoff posts or any equipment shall be attached to ladders, hatches and handrails or impede access to them.
- (g) If design field installation modifications are proposed, Licensee shall notify MLGW's Water Operations Department at (901) 320-3939 and obtain permission before any such modifications are implemented.

- (h) Water tanks are painted on a 15 20 year cycle. MLGW normally paints two (2) tanks annually, one in the early spring and fall. All attached equipment must be completely removed from the Tower before painting begins. Advance notice will be provided by MLGW to Licensee in writing prior to painting. The time to complete the painting process depends on weather conditions. MLGW shall complete the painting process as soon as possible to limit the amount of time between the time that the Licensee has to remove its equipment from the Tower for the painting process and time when Licensee can place its equipment back on the Tower.
- (i) Licensee shall remove all of Licensee's Equipment from MLGW's Tower upon six (6) months written notice from MLGW that the Tower is to be painted. Such removal shall be at Licensee's expense.
- (j) MLGW will provide a water tank painting specification, along with recommended companies that are qualified in making water tank coating repairs and inspectors. This will ensure coating repairs meet MLGW specifications

MLGW approved water storage tank painting contractor list:

Currens Construction Services, LLC 745 Cane Run St. Harrodsburg, KY 40330 Phone: 859-734-5340 Email: <u>info@currensconstruction.com</u>

Bazan Painting Company 1273 North Price Road Saint Louis, Mo, 63132 Ph: 314-991-3500

MLGW approved painting inspector list:

Mid-South Tank Consultants 206 Northpointe Dr Jackson, TN 38305 Phone: 270-559-4727

Tank Industry Consultants 7740 West New York St. Indianapolis, IN 46214 Phone: 317-271-3100

- (k) Once the coating has been repaired, the painting inspector will generate an inspection report and a copy of the report will be provide to MLGW for review and approval.
- (1) If coating repairs don't meet MLGW specifications, the cellular carrier will be held responsible for additional repair cost.
- (m) To the extent of its rights, MLGW agrees to allow Licensee to install a temporary antenna facility on MLGW's Property during the Tower painting. The type and placement of the temporary antenna facility shall be subject to MLGW's approval. Such approval shall not be unreasonably withheld, conditioned or denied. Installation and removal of Licensee's temporary antenna facility shall be performed by Licensee at Licensee's expense. Licensee agrees to repair and/or reimburse MLGW for any damage caused to MLGW's Property by installation, use and removal of the temporary facilities. Reinstallation of Licensee's Equipment on MLGW's Tower after completion of painting shall be performed by Licensee at Licensee's expense.