

**LEASE AGREEMENT
BETWEEN
THE CITY OF SANTA FE AND VERIZON WIRELESS (VAW) LLC**

This LEASE AGREEMENT (Lease Agreement) is entered into this 30TH day of JULY, 2018, by and between the CITY OF SANTA FE, NEW MEXICO, a municipal corporation and a political subdivision of the State of New Mexico (Lessor) and VERIZON WIRELESS (VAW) LLC d/b/a VERIZON WIRELESS, a Delaware limited liability company, (Lessee) (collectively, the Parties and each individually a Party).

WITNESSETH:

In consideration of the Lessee's promises herein, Lessor hereby gives the Lessee a Lease Agreement to enter on and make use of the property of the Lessor as follows:

1. PREMISES

A. Lessor leases to Lessee and Lessee leases from Lessor a certain eighty-four (84) square-foot parcel of land, ten (10) vertical feet of air space above the existing surface of the parcel of land, and designated space on an adjacent monopole-style tower (the City Tower) (collectively, the Premises), as shown on Exhibit A attached hereto and incorporated herein. The Premises is located within a certain Lessor-owned parcel of land known as 1780 Upper Canyon Road located in the County of Santa Fe, State of New Mexico (the Property), whereon Lessor owns and maintains the City Tower for municipal telecommunications purposes (the Primary Use).

B. Lessee acknowledges that the City Tower is necessary to serve the Primary Use and, that to the extent the City Tower or any portion thereof is used by Lessee, such use is on a secondary basis only. Notwithstanding any other provision of this Lease Agreement, the operation of Lessee's Communications Facilities shall not disturb or interfere in any material respect with the Lessor's Primary Use of the Property.

In the event that Lessor requires the City Tower for its own use, Lessor may require Lessee to relocate all or a part of its Communication Facilities to a mutually acceptable location on the Property. In such event Lessor shall notify Lessee in writing at least one hundred eighty (180) days prior to the date that Lessor requires use of the City Tower and Lessee shall complete the relocation of its Communication Facilities within this period (the Relocation Period). If the Parties are unable to agree on a mutually acceptable relocation site during the first sixty (60) days of the Relocation Period, then either Party may terminate this Lease Agreement in accordance with Section 16.D of this Lease Agreement.

2. EFFECTIVE DATE

This Lease Agreement shall become effective August 1, 2018 (the Effective Date).

3. PERMITTED USE

A. Permitted Use. At Lessee's sole cost and expense, Lessee may use the Premises for the placement of equipment related to the transmission and reception of wireless communications and uses appurtenant thereto (the Permitted Use). In furtherance of the Permitted Use, Lessee may construct, install, maintain, repair, and operate telecommunications equipment, cabinets, wireless communications antennas, cables, and accessories (each, a Communication Facility; collectively, Communications Facilities) on the Premises as shown on Exhibit A, and perform such other acts as are reasonably necessary to carry out the Permitted Use. The Permitted Use shall also include the right to make any like-for-like replacements and

repairs to the Communications Facilities without Lessor's consent but subject to advanced written notice to Lessor. However, in event of emergency, Lessee may proceed with such like-for-like replacements and repairs after making reasonable efforts to notify Lessor.

Any modifications to the Communications Facilities, other than like-for-like replacements and repairs, shall require the Lessor's prior written consent. For any such modifications, if Lessor fails to provide written notice of either consent or denial of consent within thirty (30) days' of Lessor's receipt of such written request, the request for the modifications shall be deemed granted but shall still require prior written notice to Lessor.

B. Construction and Installation of Communications Facilities. Lessee shall notify Lessor at least twenty (20) days prior to Lessee's intended commencement of the initial installation and construction of Lessee's Communications Facilities. Following Lessor's receipt of such notification, the Parties shall schedule and conduct a meeting in person (the Pre-Construction Meeting) to coordinate any and all site access, utilities, construction, or other issues related to the installation and construction of Lessee's Communications Facilities, including Lessee's proposed procedures to minimize disturbance to, and maximize protection of, Lessor's telecommunication equipment on the City Tower. The Pre-Construction Meeting shall be conducted at Lessor's offices at 1780 Upper Canyon Road no less than ten (10) days prior to the commencement of installation and construction. Lessee shall require that its contractor(s) attend the Pre-Construction Meeting. In no case shall initial installation and construction of Lessee's Communications Facilities commence until all installation and construction issues have been addressed to Lessor's satisfaction, including Lessor's approval of Lessee's installation and construction schedule.

4. ACCESS AND UTILITIES TO THE PREMISES

A. Access. Lessor grants to Lessee nonexclusive vehicular and pedestrian access for ingress and egress over Lessor's land, including, without limitation, the Property, to the Premises from Upper Canyon Road (the Access Route), as more particularly described and shown on Exhibit A. Lessor, at no expense to Lessee, may from time to time change the location of the Access Route upon ninety (90) days prior written notice to Lessee; provided, such relocation shall not interfere with Lessee's ability to access the Communications Facility with motor vehicles, including trucks.

B. Utilities. Lessor grants Lessee the right to install utilities to serve the Premises on and under the Property (the Utility Route), as more particularly described and shown on Exhibit A. Lessor may reasonably change the location of the Utility Route upon six (6) months prior written notice to Lessee of such new Utility Route and the costs of relocating Lessee's utility shall be borne by Lessee.

5. TERM

The initial term of this Lease Agreement is five (5) years from the Effective Date (the Initial Term). Thereafter, this Lease Agreement shall automatically renew for up to three (3) additional five (5) year renewal terms (each, a Renewal Term), unless Lessee pursuant to Section 21 below delivers to Lessor written notice of Lessee's intent not to automatically renew at least ninety (90) days before the end of the then current term. The Initial Term and any Renewal Terms are hereinafter referred to collectively as, the "Term".

6. RENT

A. Rent. Lessee shall pay Lessor a monthly rental fee of Three Thousand Two Hundred Dollars (\$3,200) on or before the first day of each month (Rent). Rent shall commence on the

Effective Date and shall be paid into Lessor's bank account via electronic funds transfer as directed by Lessor from time to time, provided that the Parties acknowledge and agree that the initial Rent payment may not be sent until sixty (60) days after the Effective Date.

B. Late Payment. The Parties agree that should Lessee fail to pay Rent on its due date or within three (3) days thereafter Lessor will suffer damages that are difficult to calculate. Therefore, the Parties agree that if Lessee fails to timely pay Rent as described herein, Lessee shall also pay Lessor in addition to the Rent due, liquidated damages equal to fifteen percent (15%) of the Rent due for the then current rental period. All payments received shall apply first to any interest owed and then to any principal amount owed.

C. Rent Escalation. Upon each anniversary of the Effective Date, the Rent or Holdover Rent (as defined in Section 9 below, if applicable) shall automatically increase by two and one-half percent (2.5%) over the Rent or Holdover Rent in effect during the prior twelve-month period.

D. Lease Initiation Fee. Lessee shall pay Lessor a separate one-time fee of Five Thousand Dollars (\$5,000) as additional compensation for Lessor's assent to enter into this Lease Agreement (the Lease Initiation Fee). The Lease Initiation Fee is not Rent, nor any offset to Rent or any other monies that may be owed by Lessor to Lessee, and shall be fully earned by Lessor on the Effective Date. The Lease Initiation Fee is non-refundable in whole or in part and shall be tendered to Lessor within sixty (60) days of the Effective Date.

7. MAINTENANCE

A. Lessee shall maintain its Communication Facilities so that their external appearance conforms to that which is shown in Exhibit A, subject to normal wear and tear and damage from the elements, and subject to Lessee's rights to repair and replace the Communications Facilities pursuant to Section 3.A above.

B. Lessee shall at all times keep and maintain the Premises in good condition, subject to normal wear and tear and damage from the elements.

C. Lessee shall, at its sole cost and expense, promptly repair all damage to the Premises, the Property, the Access Route and the Utility Route, to the extent caused by Lessee's: (i) construction, operation, maintenance, or other use of the Lessee's Communication Facilities; or (ii) negligence or willful misconduct. Lessor shall endeavor to promptly notify Lessee of any such damage after it becomes aware of the same.

D. Whenever Lessee has a duty hereunder to repair, Lessee shall restore the Premises, the Property, the Access Route and the Utility Route, to at least substantially the same condition as existed before such damage occurred, excepting normal wear and tear, or casualty not caused by or attributable to Lessee or its agents, contractors and subcontractors, and other losses beyond Lessee's reasonable control.

E. Lessee shall bear all costs and expenses associated with repairs required herein to be performed or caused to be performed by Lessee.

F. Lessor covenants that it will keep the City Tower in good repair as necessary to support Lessee's Communications Facilities and as required by all federal, state and local laws. Lessor shall also comply with all rules and regulations enforced by the Federal Communications Commission with regard to the lighting, marking and painting of towers.

8. UTILITIES

Lessee shall bear sole and full responsibility for all utilities related to its use of the Premises. Lessee, at its sole cost and expense, shall secure, install and maintain separately

metered utilities from any public utility company for its uses at the Premises. Lessor grants Lessee's public utility companies the right to install below-ground utility lines along the Utility Route as shown on **Exhibit A**. Lessee shall exercise its rights hereunder so as not to disturb or disrupt any utilities installed to serve any other third party authorized by the City, whether by Lease Agreement or license or otherwise, rightfully on the Property as of the Effective Date of this Lease Agreement.

9. HOLDOVER & HOLDOVER RENT

A. Subject to Section 10.B, Lessee's right to possess the Premises, and to use the Access Route and the Utility Route, shall immediately terminate at the end of the final Renewal Term as described in Section 5 or upon termination of this Lease Agreement, unless the Parties are then currently negotiating in good faith to enter into a new Lease Agreement for the Premises.

B. If Lessee fails to remove its Communications Facilities and restore the Property and Premises to Lessor in accordance with Section 10.B, then this Lease Agreement shall continue in full force and effect (the Holdover Period) except that: (i) the Term shall then be month-to-month; and (ii) the Rent shall be automatically increased to one hundred fifty percent (150%) of the Rent due for the month immediately preceding such expiration or earlier termination (the Holdover Rent).

10. REMOVAL AND RESTORATION

A. All portions of the Lessee's Communication Facilities brought onto the Premises and the Property by Lessee constitute Lessee's personal property and Lessee may, in Lessee's sole discretion, remove any part of its Communications Facilities at any time during the Term or the removal period set forth herein in any way that does not damage the Premises, the Property, the Access Route or the Utility Route.

B. Notwithstanding anything in this Lease Agreement to the contrary, within ninety (90) days of the expiration or earlier termination of this Lease Agreement, Lessee shall remove all of its above-ground improvements and will, to the reasonable satisfaction of Lessor, restore the Premises to its condition as of the Effective Date of this Lease Agreement, excepting normal wear and tear or casualty damage not caused by or attributable to Lessee, its predecessors, or their agents, contractors or subcontractors. Lessee's restoration shall include the removal of all footings, foundations and concrete installed at the Premises to a depth of two (2) feet below grade.

C. All costs and expenses for the removal and restoration to be performed by Lessee under this Section shall be borne by Lessee, and Lessee shall hold Lessor harmless from any portion thereof. Should Lessee fail to complete the removal and restoration within the required time period, Lessor may complete such work and charge Lessee the reasonable cost thereof.

D. Notwithstanding the expiration or earlier termination of this Lease Agreement, Lessee shall continue to timely pay the then-current Rent or Holdover Rent (as applicable) until Lessee has completed all requirements of this Section 10 to the reasonable satisfaction of the Lessor.

11. INTERFERENCE

A. Lessee shall not cause harmful material interference with Lessor's equipment at the Property or with any of Lessor's radio communications where such communications are operated within their respective frequencies, in accordance with all applicable laws and regulations. Further, Lessee shall not cause harmful interference with other lessee's radio communications that existing as of the date of Lessee's installation of its equipment where such lessee communications are operated within their respective frequencies, in accordance with all

applicable laws and regulations. In the event that any of Lessee's equipment causes such interference in violation of this Section 11.A, and after Lessor has notified Lessee in writing of such interference, 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 equipment and later powering up such equipment for intermittent testing. In no event will Lessor be entitled to terminate this Lease Agreement during the period that Lessee is making a continuing good faith effort to remedy the interference. If Lessee, after having taken all commercially reasonable steps necessary to correct and eliminate the interference, is unable to permanently correct and eliminate the interference to the Lessor's reasonable satisfaction within ten (10) days after Lessee's receipt of written notice of such interference, Lessor may in its sole discretion terminate this Lease Agreement by delivering written notice of termination to Lessee.

B. Lessor will not use, nor will Lessor permit its employees, other lessees or licensees at the Property, or others under Lessor's control, to use any portion of the Property in a manner that causes harmful material interference to the Lessee's Communication Facilities, or which materially interferes with the rights of Lessee under this Lease Agreement. Lessor will use its reasonable efforts to cause such interference to cease within twenty-four (24) hours after receipt of written notice of such interference from Lessee. If Lessor is unable to eliminate such interference then Lessee may terminate this Lease Agreement or exercise its rights in Section 11.C below.

C. The Parties acknowledge that there is no adequate remedy at law for noncompliance with the provisions of this Section 11 and therefore, either Party shall have the right, in addition to any other rights that it may have under the law or this Lease Agreement, to equitable remedies, including but not limited to injunctive relief and specific performance, in enforcing their rights under this Section 11.

12. INSURANCE

A. Lessee shall, and shall require each of Lessee's contractors and subcontractors who physically enter the Property to obtain and maintain substantially the same coverage as required of Lessee, at their sole cost and expense, procure and continue to maintain in force during the Term of this Lease Agreement and any Holdover Period with limits of coverage in the amount in which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property:

- (i) Workers' Compensation Insurance (at statutory limits); and
- (ii) Employer's Liability Insurance with minimum limits of One Million Dollars and No Cents (\$1,000,000.00) each accident/disease/policy limit; and
- (iii) Commercial General Liability Insurance (including completed operations and contractual liability) on an occurrence basis in an amount of Two Million Dollars and No Cents (\$2,000,000.00) per occurrence for bodily injury and property damage; and
- (iv) "All-risk" property insurance insuring the Premises and its appurtenant personal property for full replacement costs.

B. All policies shall be written by an insurer with an A. M. Best rating of not less than A- (Excellent), Financial Size Category VII, and must be authorized to do business within the State of New Mexico. The general liability insurance coverage shall include the Lessor, Lessor's employees, volunteers, officers, and elected and appointed officials (collectively the Lessor's Releasees) as additional insureds as their interest may appear under this Agreement. Lessee shall provide a certificate of insurance as written documentation of all required insurance coverages

upon the Effective Date of this Lease Agreement and thereafter within fifteen (15) days of Lessor's written request for such documentation. Upon receipt of notice from its insurer(s) Lessee will provide Lessor thirty (30) days prior written notice of any cancellation.

C. Waiver of Subrogation. Lessee hereby grants to Lessor a waiver of any right to subrogation which any insurer of Lessee may acquire against Lessor by virtue of the payment of any loss under such insurance except for any workers' compensation claims. Lessee agrees to obtain any endorsements that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether Lessor has received a waiver of subrogation endorsement from the insurer.

13. TAXES

A. Lessee is solely responsible for and shall timely and fully pay any taxes, assessments, or charges that are assessed, levied, or otherwise imposed by law on the Lessee, on property owned by the Lessee, or on the Lessee's interest in the Premises, the Property, the Access Route or the Utility Route. If the Lessor is subject to state or local gross receipts tax on the Rent, then the Lessee shall be responsible for such tax if the Lessor promptly invoices the Lessee for reimbursing the amount of such tax actually payable by Lessor; provided, however, that the Lessor shall not invoice the Lessee for such tax if the Lessee has provided the Lessor with an exemption certificate or other evidence, reasonably acceptable to the Lessor, that the Rent is not subject to such tax.

B. Lessor hereby notifies Lessee that the interest created by this Lease Agreement may be subject to property taxation and Lessee may be subject to the payment of a property/possessory interest tax levied on such interest. Lessee shall be solely responsible for the timely payment of such taxes, if any, and shall defend, indemnify and hold Lessor harmless from and against any and all claims or actions for payment (or nonpayment) of such taxes.

C. Notwithstanding this section, Lessee shall not have the obligation to pay any tax, assessment, or charge that Lessee disputes in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed and provided that no lien shall attach to the Premises, the Property, the Access Route or the Utility Route.

D. Lessee shall have the right, at its sole option, cost and expense, to appeal, challenge or seek modification of any tax assessment or billing (Disputed Sums) for which Lessee is wholly or partly responsible for payment. Lessor, at Lessee's sole cost and expense, shall reasonably cooperate with Lessee in filing, prosecuting, and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal, or other similar document. In the event that an appeal or challenge by Lessee results in a reduction, credit or repayment received by the Lessor for any taxes previously paid by Lessee and Lessor receives such reduction, credit, or repayment, Lessor agrees to promptly reimburse to Lessee the amount of said reduction, credit or repayment as to Lessee's interest in the Premises, the Property, the Access Route or the Utility Route. In the event that Lessee does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this paragraph, Lessor will pursue such dispute at Lessee's sole cost and expense upon written request of Lessee. If Lessee exercises its right to appeal, challenge, or seek modification of the Disputed Sums and a bond or deposit required to be tendered to prosecute the appeal, then Lessee shall also be solely responsible to providing such bond or deposit.

14. ASSIGNMENT & SUBLEASING

A. Subleasing Prohibited. Lessee shall not sublet, license, or in any other way grant or continue to grant to any party any rights or permission to use any part of the Premises and/or

Property or rights under this Lease Agreement.

B. Lessor's Permission Required to Assign. Lessee shall not assign or transfer to any party any rights to use any part of the Premises and/or Property or rights under this Lease Agreement, except as provided in Section 14.C below, with or without consideration, unless Lessee first obtains Lessor's prior written consent in each instance, which consent Lessor shall not unreasonably withhold.

C. Transactions not Deemed to be Assignments. Notwithstanding Section 14.B above, the Parties shall not deem any of the following to be an assignment pursuant to that section:

- (i) any change of stock ownership, partnership interest, or complete control of Lessee; or
- (ii) transfer upon partnership or corporate dissolution of Lessee; or
- (iii) Lessee's entering into a site management agreement with a third party.

D. Conditions under which Lease Agreement may be Sold, Assigned, or Transferred. Lessor acknowledges and agrees that this Lease Agreement may in whole be sold, assigned or transferred by Lessee without any approval or consent of Lessor to:

- (i) Lessee's principal or to any of the wholly-owned subsidiaries of its principal or any entity that controls, is controlled by, or is under common control with Lessee; or
- (ii) any entity which acquires fifty percent (50%) or more of Lessee's assets in the market defined by the Federal Communications Commission (FCC) in which the Premises is located by reason of a merger, acquisition or other business reorganization.

E. Inter-company Roaming Agreements. The Parties do not intend and shall not construe anything in this Section to prohibit or interfere with Lessee's use of the Premises under standard inter-company roaming agreements between Lessee and other third-party wireless service providers.

15. DEFAULT & RIGHT TO CURE

A. The Parties deem the following as a default by Lessee and a breach of this Lease Agreement:

(i) Lessee's failure to deliver Rent or Holdover Rent if such Rent or Holdover Rent remains unpaid for fifteen (15) calendar days after Lessee receives written notice thereof from Lessor; or

(ii) Lessee's nonperformance of any other term under this Lease Agreement if performance remains due for thirty (30) days after Lessee receives written notice from Lessor of the nonperformance. No such default, however, will be deemed to exist when Lessee materially commences to cure such default within the time periods specified above and attempts to cure to completion with reasonable diligence. Lessor shall excuse reasonable delays in Lessee's efforts to cure when a force outside the reasonable and actual control of Lessee causes a delay. Lessee will use its best efforts to notify Lessor of such delays in writing within five (5) working days after first becoming aware of the delay, the nature of the delay, and an estimated cure resumption date. During this period, the Lessee is still required to perform the duties under this Lease Agreement which it is able to perform, and only those duties which cannot be performed as required herein shall be tolled.

B. If Lessee remains in default beyond any applicable notice and cure periods, Lessor will have the right to exercise any and all rights and remedies available to it under law and equity, including the right to seek injunctive relief, and including without limitation the right:

(i) to cure Lessee's default and to charge the actual and reasonable costs of such cure to the Lessee; or

(ii) to declare this Lease Agreement terminated.

C. The Parties deem Lessor's nonperformance of any term under this Lease Agreement, except any nonperformance that impairs Lessee's access to the Premises, as a default by Lessor and a breach of this Lease Agreement if performance remains due for thirty (30) days after Lessee notifies Lessor of the nonperformance. With respect to any nonperformance that impairs Lessee's access to the Premises, Lessor shall be in default of this Lease Agreement if the performance remains due for ten (10) days after Lessee notifies Lessor of the nonperformance. No such default, however, will be deemed to exist when Lessor materially commences to cure such default within the time periods specified above and prosecutes efforts to cure to completion with reasonable diligence. Lessee shall excuse reasonable delays in efforts to cure when a force outside the reasonable control of Lessor causes such delay. If Lessor remains in default beyond any applicable cure period, Lessee will have the right to exercise any and all rights and remedies available to it under law and equity, including without limitation the right to cure Lessor's default and to charge the reasonable costs of such cure to the Lessor, the right to seek injunctive relief, or to declare this Lease Agreement terminated.

16. TERMINATION

A. Termination by Lessee. Lessee may terminate this Lease Agreement:

(i) upon thirty (30) days written notice to Lessor if, prior to Lessee's initial installation of the Communication Facilities, Lessee either: (a) obtains unacceptable results of any tests, or (b) determines that the Premises is inappropriate or unnecessary for Lessee's business; or

(ii) upon thirty (30) days written notice to Lessor if any government permit authority denies or revokes any government approvals or permit (including, without limitation, an FCC license) necessary for the installation and/or operation of the Communications Facilities or the operation of Lessee's business after Lessee has used its commercially reasonable efforts to obtain such approvals or permits; or

(iii) upon thirty (30) days written notice to Lessor if Lessor materially breaches any material term under the Lease Agreement beyond all applicable cure periods; or

(iv) for any or no reason upon one hundred eighty (180) days written notice to Lessor.

B. Early Termination Fee. Should Lessee terminate this Lease Agreement pursuant to Section 16.A(iv), then Lessee shall accompany its notice of termination with an "Early Termination Fee" equal to the unpaid remainder of Rent for the then current five-year Term. Such Early Termination Fee shall not be considered as Rent or any offset to Rent. No Early Termination Fee shall apply if this Lease Agreement is terminated during a Holdover Term or terminated for Lessor's uncured breach of this Lease Agreement beyond all cure periods.

C. Termination by Lessor. Lessor may terminate this Lease Agreement if:

(i) Lessee fails to cure any monetary breach of this Lease Agreement after applicable notice and cure periods as set forth herein; or

(ii) Lessee fails to remedy harmful interference with Lessor's equipment pursuant to Section 11.A of this Lease Agreement; or

(iii) Lessee materially breaches any material term under the Lease Agreement beyond all applicable notice and cure periods.

D. Termination by Either Party. Pursuant to Section 1.B of this Lease Agreement, if the Parties are unable to agree on a mutually acceptable relocation site during the first sixty (60) days of the Relocation Period, then either Party may terminate this Lease Agreement by delivering written notice of such termination to the other Party and this Lease Agreement shall terminate thirty (30) days after receipt of such notice.

E. Upon termination of this Lease Agreement, Lessee shall comply with the removal and restoration provisions herein.

17. CONDEMNATION

In the event Lessor receives notification of any condemnation proceedings affecting the Property, Lessor will promptly provide notice of the proceeding to Lessee. If a condemning authority takes all of the Premises, or a portion thereof, sufficient in Lessee's reasonable determination to render the Premises unsuitable for Lessee's Communication Facilities, Lessee may terminate this Lease Agreement by delivering written notice of such termination to Lessor, effective (at the latest) as of the date the title vests in the condemning authority. The Parties will each be entitled to make their own condemnation claims in connection with their interests in the Premises.

18. CASUALTY

A. Notice of Material Casualty. Each Party hereto will endeavor to provide written notice to the other of any material casualty affecting the Premises, the Property, the Access Route or the Utility Route, within two (2) business days of the Party's awareness of the casualty.

B. Termination due to Casualty. If any part of the Communication Facilities or Premises is damaged by fire or other casualty not caused by or attributable to Lessee or its agents or contractors or subcontractors so as to render the entire Premises, or any substantial portion thereof, unsuitable for Lessee's use, in Lessee's reasonable determination, then Lessee may terminate this Lease Agreement by providing written notice to the Lessor. Such termination will be effective as of the date of such written notice. Notwithstanding such termination, Lessee shall continue to pay the appropriate Rent or Holdover Rent (if applicable) and any monies due to Lessor until all of the removal and restoration requirements herein are performed by Lessee.

19. WARRANTIES

The Parties warrant as follows:

A. Compliance with Laws. Each Party's execution and performance of this Lease Agreement complies with all applicable federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Lease Agreement; and

B. Encumbrances. Lessee shall not permit the Premises or any portion thereof to be encumbered by liens, restrictions, mortgages, covenants, conditions, or easements. Lessee will not enter into any agreements of record or not of record that would adversely affect Lessor's ownership and use and enjoyment of the Premises, the Property, the Access Route or the Utility Route, except as specifically provided for pursuant to this Lease Agreement.

20. ENVIRONMENTAL

A. Environmental and Industrial Hygiene Laws. Lessor and Lessee agree that each will be responsible for its own compliance with any and all environmental and industrial hygiene laws related to that Party's activity conducted in or on the Premises, the Property, the Access Route or the Utility Route. This includes 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 condition or other matters as may now or at any time hereafter be in effect.

B. Lessor and Lessee agree to hold harmless and indemnify the other from, at the sole expense and responsibility of the indemnifying Party 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 to the extent the same arises out of:

(i) the indemnifying Party's failure to comply with any environmental or industrial hygiene law, as set forth above; or

(ii) any environmental or industrial hygiene conditions that arise out of or are in any way related to the condition of the Premises, the Property, the Access Route or the Utility Route, to the extent caused by the activities conducted by the indemnifying Party thereon, except to the extent the environmental conditions are caused by the other Party.

C. The indemnifications of this Section 20 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. Notwithstanding the foregoing or any other provision herein, (i) Lessee shall not be liable for or responsible for addressing environmental conditions arising out of petroleum or other hazardous substances that existed on the Premises, Property, Access Route, or Utility Route before the date of this Lease Agreement, or that otherwise do not result from the activities of Lessee; (ii) the provisions of this Section will also survive the expiration or termination of this Lease Agreement.

21. NOTICES

All notices and demands in regards to this Lease Agreement must be given by first class certified or registered mail, return receipt requested, postage prepaid, or by a nationally recognized overnight courier, courier fee prepaid. All such properly sent notices and demands shall be effective when received, rejected or refused by the recipient. Notices will be addressed to the Parties as follows:

To Lessor

City of Santa Fe
Attn: Director of Asset Development
200 Lincoln Avenue,
Santa Fe, New Mexico 87501

with a copy to Lessor's legal counsel:

City of Santa Fe
Attn: City Attorney's Office
200 Lincoln Avenue
Santa Fe, New Mexico 87501

To Lessee

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

Either Party may change its notice addresses in this Section written notice to the other Party. Any copy of a notice or demand to a Party's legal counsel does not constitute legal notice

to that Party.

22. WAIVER OF LIENS

Lessor waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof.

23. BANKRUPTCY

A. The Lessor and the Lessee hereby expressly agree and acknowledge that it is the intention of both Parties that in the event that during the term of this Lease Agreement if Lessee shall become a debtor in any voluntary or involuntary bankruptcy proceeding (a Proceeding) under the United States Bankruptcy Code, 11 U.S.C. §§ 101, *et seq.* (the Code), this Lease Agreement is and shall be treated for all purposes and considered for all intents as an “unexpired lease of nonresidential real property,” and the Rent is and shall be treated for all purposes and considered for all intents as “rent” under Section 365 of the Code, 11 U.S.C. § 365 (as may be amended), and, accordingly, shall be subject to the provisions of subsections (d)(3) and (d)(4) of said Section 365 (as may be amended).

B. Any person or entity, to which this Lease Agreement is assigned pursuant to the provisions of the Code, shall be deemed without further act to have assumed all of the obligations of Lessee arising under this Lease Agreement both before and after the date of such assignment. Any such assignee shall upon demand execute and deliver to Lessor an instrument confirming such assumption. Any monies or other considerations payable or otherwise to be delivered in connection with such assignment shall be paid to Lessor, shall be the exclusive property of Lessor, and shall not constitute property of the Lessee or of the estate of Lessee within the meaning of the Bankruptcy Code. Any monies or other considerations constituting Lessor’s property under the preceding sentence not paid or delivered to Lessor shall be held in trust for the benefit of Lessor and be promptly paid to Lessor.

24. TECHNICAL STANDARDS

Lessee agrees that the physical installation and operation of its Communication Facilities shall comply with all applicable governmental laws and regulations, including without limitation all applicable FCC rules and regulations.

25. MEMORANDUM OF LEASE

Lessee or Lessor may record a “Memorandum of Lease” in the Office of the Santa Fe County Clerk. If either Party records a Memorandum of Lease, Rent or Holdover Rent shall continue until Lessee at its sole cost and expense has properly recorded in the Office of the Santa Fe County Clerk a full and unconditional reconveyance of the Memorandum of Lease in favor of Lessor.

26. SUBMISSION OF AGREEMENT

The submission of this Lease Agreement for examination does not constitute an offer to lease the Premises and this Lease Agreement becomes effective only upon the full execution by the Parties.

27. EXHIBITS

All exhibits referenced in this Lease Agreement and attached hereto are made a part hereof and reincorporated herein by reference. In the event of a conflict between the terms and conditions of this Lease Agreement and those of any exhibits attached hereto, the words of this Lease Agreement shall prevail. All Lessor-approved exhibits attached hereto shall be initialed by

an authorized person acting on behalf of the Lessor. No substitution of any subsequent exhibit to this Lease Agreement will be allowed unless any subsequent exhibit is first initialed by a Lessor-authorized person.

28. TIME OF ESSENCE

Time is of the essence in regard to this Lease Agreement and all provisions herein.

29. DISCLOSURE

Lessee acknowledges that Lessor is a public entity under the laws of the State of New Mexico. Furthermore, the Parties acknowledge that this Lease Agreement constitutes a public record pursuant to the State of New Mexico Inspection of Public Records Act (NMSA 1978, Chapter 14, Article 2 et seq.) (the Act), that no exemption to Section 14-2-1 exists that would bar disclosure of this public record, and that Lessor must publically disclose pursuant to the Act or pursuant to any other law, regulation, or court order that may require Lessor to disclose this Lease Agreement.

30. LEASE GRANT A PROPRIETARY FUNCTION

A. The Parties hereto agree that the Lessor's grant of this lease to Lessee is solely a proprietary function as the owner of the Premises, the Property, the Access Route and the Utility Route, and is not in Lessor's capacity to grant approval for any action as a government zoning authority.

B. Lessee is solely responsible for complying with the City of Santa Fe Municipal Code and for payment of all governmental fees.

C. Lessor disclaims any and all warranties, guarantees, and assurances, actual or implied that the Lessee will be granted any or all licenses, zoning authorizations, or permits necessary to construct, modify or operate the Communications Facilities at the Premises.

31. INDEMNIFICATION AND HOLD HARMLESS

A. Duty. Lessee shall indemnify, defend, and hold harmless Lessor, its elected officials, officers, agents, employees, consultants and volunteers against any claim of liability or loss from personal injury or property damage to the extent resulting from or arising out of the negligence or willful misconduct of Lessee, its directors, officers, employees, contractors or agents. To the fullest extent permitted by law, Lessee agrees to defend, pay on behalf of, indemnify, and hold harmless Lessor, its elected and appointed officials, employees, agents, volunteers and other person working on behalf of Lessor against any and all claims, demands, suits or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered including those for bodily injury, death, or property damage or loss of use of property, to the extent they arise out of Lessee's breach of this Lease Agreement. In no event shall such indemnification obligations under this Lease Agreement include any such claims or damages that are due to or caused by the negligence or willful misconduct of Lessor, or its elected and appointed officials, employees, agents, volunteers and other person working on behalf of Lessor.

Circumstances under which Lessor will not be held liable include, but are not limited to:

(i) any work or act done in, on or about the Premises, the Property, the Access Route or the Utility Route, or any part thereof at the direction of Lessee, its agents, contractors, subcontractors, servants, employees, licensees or invitees on behalf of Lessee, including but not limited to the installation, use, maintenance, repair or removal of the Communication Facilities, except to the extent such work or act is done or performed by Lessor or its agents or employees,

contractors, volunteers, officers or officials; and

(ii) any negligence or other willful misconduct on the part of Lessee or any of its agents, contractors, subcontractors, servants, employees, sub-tenants, licensees or invitees; and

(iii) any accident, injury or damage caused by or attributable to Lessee or its agents, contractors, subcontractors, servants, employees, sub-tenants, licensees or invitees to any person or property occurring at the Property or any part thereof, except to the extent caused by the negligence or willful misconduct of Lessor, its employees, agents, volunteers, officers or officials; and

(iv) any failure on the part of Lessee to perform or comply with any of the covenants, agreements, terms, provisions, conditions or limitations contained in this Agreement on its part to be performed or complied with; and

(v) Any failure of Lessee to comply with applicable local, state or federal laws.

B. Assumption of Risk. Lessee undertakes and assumes all risk of all conditions for its directors, officers, employees, contractors, subcontractors, affiliates, and agents (collectively, "Lessee" for the purpose of this Section), if any, on or about the Premises. Lessee hereby agrees to defend, indemnify, and hold harmless Lessor from and against any claim asserted or liability imposed upon Lessor, its officers, agents, employees, and consultants for personal injury or property damage to any person to the extent arising out of Lessee's installation, operation, maintenance, or use of the Premises or Lessee's failure to comply with any federal, state, or local statute, ordinance, or regulation. In no event shall such indemnification obligation apply to the extent such injury or damage arises from the negligence or willful misconduct of Lessor, or its elected and appointed officials, employees, agents, volunteers and other person working on behalf of Lessor.

C. Defense of Lessor. In the event that any action or proceeding shall be brought against Lessor in connection with any matter for which Lessee indemnifies Lessor under this Lease Agreement, Lessee shall, upon notice from Lessor, at Lessee's sole cost and expense, resist and defend the same action or proceeding with legal counsel selected by Lessee.

D. Notice, Participation, and Expenses. Lessor shall promptly notify Lessee of any action or proceeding brought against Lessor in connection with any matter for which Lessee indemnifies Lessor under this Lease Agreement. Nothing in this Lease Agreement shall limit or prohibit Lessor or its own counsel from participating in the defense of any such action or proceeding if Lessee fails to respond in a timely manner or to indemnify Lessor in accordance with this Lease Agreement. In such event, Lessee shall pay all reasonable expenses incurred by Lessor to respond to such action or proceeding, which shall include all reasonable out-of-pocket expenses such as attorney's fees and the reasonable value of services rendered by the City of Santa Fe and its special counsel. Notwithstanding the foregoing, if Lessor's participation is required by Lessee to fulfill its indemnification obligation, Lessee shall pay all reasonable expenses incurred by Lessor's participation, including all reasonable out-of-pocket expenses for Lessor's employees, expert witnesses, disbursements and liabilities assumed by Lessor in connection with such actions or proceedings.

E. Limitation of Liability. Lessor shall not be liable to Lessee or any of its respective agents, representatives, or employees or any other person or entity under theory of contract, tort, negligence, strictly liability or any other theory for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, interruption or loss of use of service, or any other such potential liability even if

advised of the possibility of such damages.

32. MISCELLANEOUS

A. Brokers. Either Party hereto that is represented in this transaction by a broker, agent or commission salesperson (a Representative) shall be fully and exclusively responsible for the payment of any fee, commission or other compensation owing to such Representative. Lessee and Lessor shall indemnify and hold each other harmless from and against any claim to a fee, commission, or other compensation asserted by such Representative, including reasonable attorneys' fees and costs incurred in defending such claim.

B. Descriptive Headings Only. The bold section titles and subtitles are for convenience only and have no legal or contractual effect in this Lease Agreement.

C. Survival. Terms and conditions of this Lease Agreement which by their sense and context survive the termination, cancellation or expiration of this Lease Agreement will so survive, whether or not specifically required in any Section or provision of this Lease Agreement.

D. No Personal Liability. No employees, officers, elected or appointed officials, volunteers, and contractors of the Lessor or Lessee shall be personally liable for any default or liability under this Lease Agreement.

E. Nondiscrimination. Lessee shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals applicable to Lessee's performance of this Lease Agreement, including without limitation laws requiring licensing and non-discrimination in employment because of race, creed, color, sex, age, marital status, physical or mental disability, national origin or other prohibited bases.

F. Choice of Laws and Venue. This Lease Agreement shall be construed in accordance with the laws of the State of New Mexico without regard to conflicts of laws. Venue for any action or claim arising out of or connected with this Lease Agreement shall reside exclusively in the State of New Mexico First Judicial District Court (the Court). All Parties to this Lease Agreement agree to be subject to the jurisdiction of the Court, and waive all claims whatsoever that would defeat the jurisdiction of the Court to hear and adjudicate any claim arising out of or connected with this Lease Agreement.

G. Attorney's Fees. The prevailing Party in any final or non-appealed court decision on the merits of the case arising from litigation hereunder may be entitled to its reasonable attorneys' fees and costs, including reasonable witness and associated fees, if awarded in the sole discretion of the Court. With respect to any provision in this Lease Agreement providing for payment or indemnification of attorneys' fees, such fees shall be deemed to include reasonable fees incurred through any applicable appeal process and shall include but not be limited to fees attributable to legal services provided by any in-house counsel to the prevailing or indemnified Party. For all purposes hereof, the services of attorneys shall be valued at the average hourly rate for independent legal counsel prevailing in the City of Santa Fe, New Mexico at the time the Court elects to make such an award.

H. Modifications. This Lease Agreement cannot be amended, modified, or revised unless done so in writing and signed by authorized agents of the Parties.

I. No Waivers. No provision may be waived except in a writing signed by both Parties. The waiver by either Party hereto of any breach of any term or provision of this Lease

Agreement shall not be construed as a waiver of any subsequent breach.

J. Integration. This Lease Agreement constitutes the entire agreement and understanding of the Parties and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. This Lease Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the Parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Lease Agreement.

K. Estoppel. Each Party agrees to furnish to the other such truthful estoppel information as the other may reasonably request within thirty (30) days of receipt of each such request.

L. Successors. This Lease Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto.

M. Payment of Sums during Breach. The receipt of any sum paid by Lessee to Lessor after a breach of this Lease Agreement shall not be deemed a waiver of such breach unless expressly set forth in writing by Lessor.

N. Interpretation. The Parties acknowledge and agree that each of the Parties has been represented by legal counsel or has had full opportunity to consult with legal counsel and that each of the Parties has participated in the negotiation and drafting of this Lease Agreement. Accordingly, except as provided herein, it is the intention and agreement of the Parties that the language, terms and conditions of this Lease Agreement are not to be construed in any way against or in favor of any Party hereto by reason of the roles and responsibilities of the Parties or their counsel in connection with the preparation of this Lease Agreement.

O. 47 U.S.C. § 1455(a) Inapplicable to this Lease Agreement. The Parties acknowledge and agree that Lessor grants this Lease Agreement in its proprietary capacity as land owner of the Premises, the Property, the Access Route and the Utility Route. The Parties further acknowledge and agree that the provisions of 47 U.S.C. § 1455(a) [Section 6409(a) of the Middle Class Tax Relief and Job Creation Act of 2012, Pub. L. 112-96, H.R. 3630, 126 Stat. 156 (enacted Feb. 22, 2012)] are completely inapplicable to this Lease Agreement.

P. "As Is" Condition. Except as otherwise expressly stated herein, Lessee is leasing the Premises "AS IS" and Lessor does not represent that the Premises is suitable for Lessee's intended use or any particular use or purpose. Lessee is solely responsible to undertake or forego such due diligence necessary to determine the condition and suitability of the Premises and Property.

Q. No Partnership. This Lease Agreement shall not be construed to establish any form of partnership or joint venture between the parties.

[REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY.]

[SIGNATURES APPEAR ON THE FOLLOWING PAGE.]


IN WITNESS WHEREOF, the Parties have caused this Lease Agreement to be effective as of the Effective Date specified herein.

LESSOR:

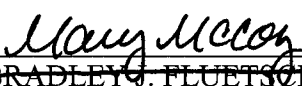
CITY OF SANTA FE


ALAN M. WEBBER, MAYOR

ATTEST:


YOLANDA Y. VIGIL, CITY CLERK
APPROVED AS TO FORM:

 FOR
~~GENO I. ZAMORA, INTERIM CITY ATTORNEY~~
ERIN McSHERRY
APPROVED:

 07/27/18
~~BRADLEY G. FLUETSCH, INTERIM FINANCE DIRECTOR~~
MARY MCCOY
BUS.UNIT/LINE ITEM: 51300.460350

LESSEE:

VERIZON WIRELESS (VAW) LLC
d/b/a VERIZON WIRELESS


CLIF CASEY, EXECUTIVE DIRECTOR

ACKNOWLEDGEMENT

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this 20th day of JULY 2018, by Clif Casey, Executive Director, Verizon Wireless (VAW) LLC d/b/a Verizon Wireless, a Delaware corporation.

My Commission Expires: 9.20.21
(SEAL)


NOTARY PUBLIC



EXHIBIT A

[SEE ATTACHED SHEETS]



NM4 WATERTREAT

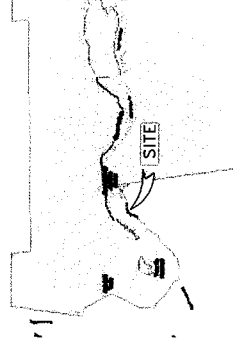
PUBLIC RECORD PARCEL NO. 1057099130222000000

1780 UPPER CANYON RD

SANTA FE, NEW MEXICO 87501

SANTA FE COUNTY

EXISTING 100'-8" MONOPOLE (101'-2" AGL)
COLLOCATION COMMUNICATION SITE



VICINITY MAP
SCALE: N.T.S.

PROJECT DESCRIPTION:

- THIS PROJECT CONSISTS OF THE FOLLOWING:
- ONE (1) EXISTING CAMERA
 - ONE (1) ELEVATED PLATFORM
 - TWO (2) NEW MAIN OVP UNITS
 - SIX (6) NEW PANEL ANTENNAS
 - TWO (2) NEW HYBRID CABLES
 - FIVE (5) NEW RRH UNITS

DESIGNED FOR:

verizon
4821 EUBANK NE
ALBUQUERQUE, NEW MEXICO 87111

THESE DRAWINGS AND SURVEYS ARE COPYRIGHT
PROTECTED AND THE SALE PROPERTY OF JS
INFRASTRUCTURE PARTNERS AND PRODUCED FOR THE
USE OF OUR CLIENT. ANY REPRODUCTION OR USE
OF THESE DRAWINGS WITHOUT THE WRITTEN
CONSENT OF JS INFRASTRUCTURE PARTNERS.

JS INFRASTRUCTURE
AZ - CA - CO - ID - NM - NV - TX - UT

SHEET INDEX:

CONTRACTOR SHALL NOT SUBMIT BIDS OR
PERFORM CONSTRUCTION WORK ON THIS
PROJECT WITHOUT ACCESS TO THE CURRENT
COMPLETE SET OF DRAWINGS LISTED IN THE
TITLE-SHEET INDEX.

SHEET TITLE	REV.
T1 TITLE SHEET	1
SPT SPECIFICATION SHEET	1
PS1 PHOTO SHEET	1
SU1 SITE SURVEY	0
SU2 SITE SURVEY	0
C1 SITE PLAN	1
C2 ENLARGED SITE PLAN	1
C3 ELEVATIONS	1
C4 ELEVATIONS	1
C5 SECTIONS & DETAILS	1
S1 PLATFORM FRAMING	0
S2 PLATFORM DETAILS	0
S3 MAT SUB0 DETAILS	0
T11 UTILITY COORDINATION SITE PLAN	1
P11 POWER COORDINATION PLAN	2
E1 ELECTRICAL AND GROUNDING GENERAL NOTES	2
E2 SINGLE LINE DIAGRAM	2
E3 ELECTRICAL SITE PLAN	2
G1 GROUNDING DETAILS	2
G2 GROUNDING DETAILS	2
G3 GROUNDING DETAILS	2
R11 ANTENNA INFORMATION	1

PROJECT INDEX:

APPLICANT: VERIZON WIRELESS
4821 EUBANK NE
ALBUQUERQUE, NM 87111
CONTACT: JEFF DEWALT
PHONE: 505-250-0004

ENGINEERS/DESIGNERS:
JS INFRASTRUCTURE PARTNERS
4520 MONTGOMERY BLVD. NE, SUITE 5
ALBUQUERQUE, NM 87109
CONTACT: JEFF MONTANO
PHONE: 505-232-4884 EXT. 131

SURVEYOR:
GEO CONSULTING LAND SURVEYING
8512 BASIL COURT
EL PASO, TEXAS 79925
CONTACT: DEAN VAN MATRE
PHONE: (914) 474-2803

ZONING/SITE AG:
BLACK AND VEATCH CORP
CONTACT: AMY MCKENZIE
PHONE: (505) 504-4885

ABBREVIATED LEGAL DESCRIPTION:

CITY OF SANTA FE WATER CO 1, CITY
OF SANTA FE, SANTA FE COUNTY, NEW
MEXICO.

ADA COMPLIANCE:

THIS FACILITY IS UNMANNED AND NOT
FOR HUMAN HABITATION. LANDINGS
SHALL BE PROVIDED IN ACCORDANCE WITH ALL
APPLICABLE BUILDING CODES.

PROJECT INFORMATION:

PROPERTY OWNER: CITY OF SANTA FE
200 LINCOLN AVE
SANTA FE, NM 87504
CONTACT: MATTHEW O'REILLY - DIRECTOR OF ASSET DEVELOPMENT
PHONE: (505) 955-8213
EMAIL: moreilly@cityofsantafe.gov

JURISDICTION: CITY OF SANTA FE

PUBLIC RECORD PARCEL NO: 1057099130222000000

OCCUPANCY CLASSIFICATION: U-UTILITY & MISC

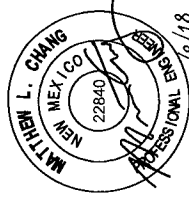
TYPE OF CONSTRUCTION: TYPE 11-8

DRIVING DIRECTIONS:

FROM THE VERIZON WIRELESS OFFICE LOCATED AT 4821 EUBANK BLVD.
ALBUQUERQUE, NM, HEAD SOUTH (77FT), MAKE A U-TURN (0.3M).
TURN LEFT ONTO SPAIN RD NE (1M). TURN RIGHT ONTO WYOMING BLVD
NE (0.4M). USE THE LEFT 2 LANES TO TURN LEFT ONTO ACADEMY RD
NE (1.9M). USE THE RIGHT 2 LANES TO TURN RIGHT ONTO SAN MATEO
BLVD NE (0.3M). USE THE MIDDLE LANE TO TURN RIGHT ONTO PAN
AMERICAN FRONTAGE RD N (397FT). USE THE LEFT 2 LANES TO TAKE
THE RAMP ONTO 1-25 (0.3M). MERGE ONTO 1-25 N (52.8M). TAKE
EXIT 105 (0.3M) FOR I-25 N. TURN LEFT ONTO OLD SANTA FE TRAIL
NM-666 N/OLD PECOS TRAIL (SCROSS FOR SANTA FE). TURN
RIGHT ON TO E ZIA RD (0.9M). TURN LEFT ONTO OLD SANTA FE TRAIL
(1.1M). TURN RIGHT ONTO CAMINO DEL MONTE SOL (0.1M). TURN RIGHT
ONTO CAMINO DE CRUZ BLANCA (0.5M). CONTINUE STRAIGHT ONTO
CAMINO CARRA (0.7M). TURN RIGHT ONTO UPPER CANYON RD -
DESTINATION WILL BE ON THE RIGHT (1.6M)

FCC COMPLIANCE:

RADIATION FROM THIS FACILITY WILL NOT INTERFERE WITH OPERATION OF
OTHER COMMUNICATION DEVICES.



PROJECT NAME:

NM4 WATERTREAT
EXISTING 100'-8" MONOPOLE
(101'-0" AGL)

PROJECT ADDRESS:

1780 UPPER CANYON RD
SANTA FE, NEW MEXICO 87501
SANTA FE COUNTY

SHEET TITLE:

TITLE SHEET

SAVE DATE: 6/8/2018 1:52 PM

SHEET NUMBER: T1



REFERENCE LETTER
OR NUMBER

SECTION OR DETAIL

SCALE

SHEET WHERE DRAWN

SHEET WHERE TAKEN

SECTION LETTER

SHEET WHERE DRAWN

SHEET WHERE TAKEN

DETAIL NUMBER

SHEET WHERE DRAWN

SHEET WHERE TAKEN

EQUIPMENT OR
FIXTURE NUMBER

KEYED NOTE

I.C. 1631.33
F.L. 1631.00

SPOT ELEVATION

TOP OF WALL
1639.00

CONTROL OR DATUM POINT


PROPERTY LINE

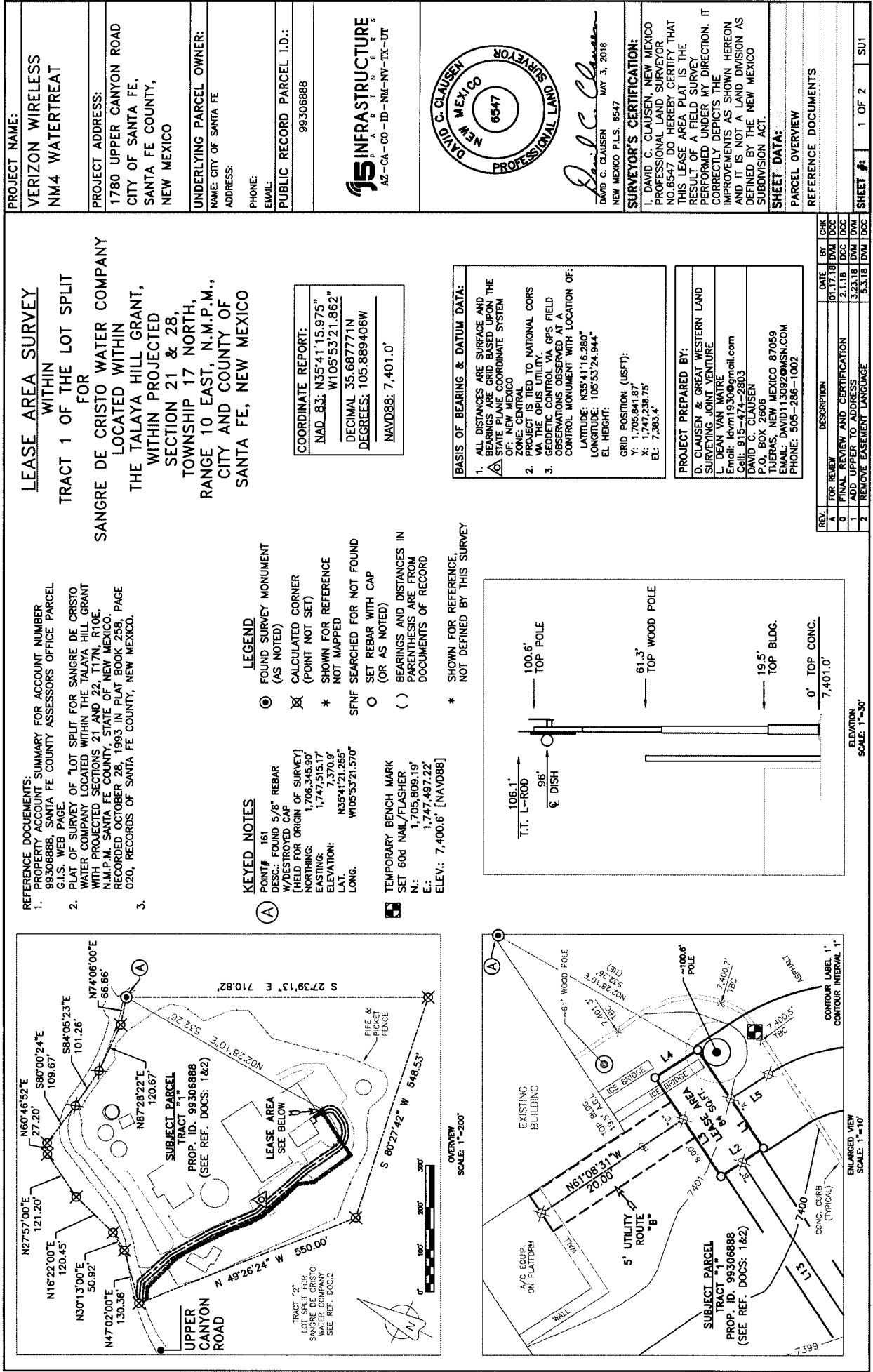
EXISTING CONTOUR

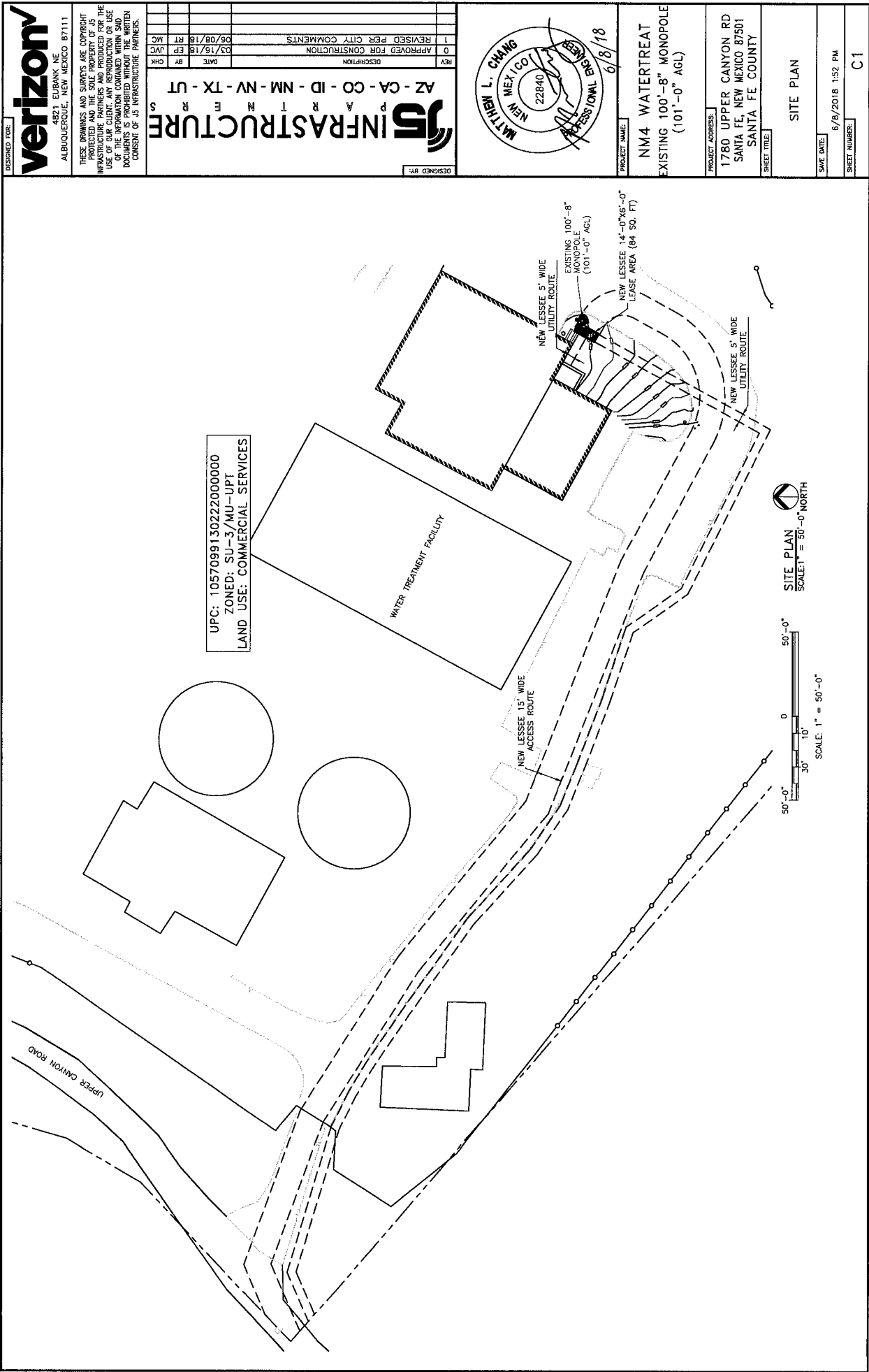
NEW CONTOUR

Ø ROUND/DIAMETER

~ APPROXIMATELY

DESIGNED FOR: <div style="text-align: center; font-weight: bold; font-size: 1.2em;">verizon</div> 4821 FUBANK, NE ALBUQUERQUE, NM, NEW MEXICO 87111	THESE DRAWINGS AND SURVEYS ARE COPYRIGHT INFRASTRUCTURE PARTNERS AND PRODUCED FOR THE USE OF OUR CLIENT. ANY REPRODUCTION OR USE OF THE INFORMATION CONTAINED WITHIN SAID DRAWINGS WITHOUT THE WRITTEN CONSENT OF JS INFRASTRUCTURE PARTNERS.	DESIGNED BY: <div style="text-align: center; font-weight: bold; font-size: 1.5em;">JS</div> INFRASTRUCTURE	AZ - CA - CO - ID - NM - NV - TX - UT PARTNERS															
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>REV</th> <th>DESCRIPTION</th> <th>DATE</th> <th>BY</th> <th>CHK</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>APPROVED FOR CONSTRUCTION</td> <td>03/16/18</td> <td>EP</td> <td>JVC</td> </tr> <tr> <td></td> <td>REVISED PER CITY COMMENTS</td> <td>06/08/18</td> <td>RT</td> <td>MC</td> </tr> </tbody> </table>				REV	DESCRIPTION	DATE	BY	CHK	1	APPROVED FOR CONSTRUCTION	03/16/18	EP	JVC		REVISED PER CITY COMMENTS	06/08/18	RT	MC
REV	DESCRIPTION	DATE	BY	CHK														
1	APPROVED FOR CONSTRUCTION	03/16/18	EP	JVC														
	REVISED PER CITY COMMENTS	06/08/18	RT	MC														
																		
PROJECT NAME: NM4 WATER TREAT EXISTING 100'-8" MONOPOLE (101'-0" AGL)																		
PROJECT ADDRESS: 1780 UPPER CANYON RD SANTA FE, NEW MEXICO 87501 SANTA FE COUNTY																		
SHEET TITLE: PHOTO SHEET																		
SAVE DATE: 6/8/2018 1:52 PM		SHEET NUMBER: PS1																





DESIGNED FOR

4821 ELBANK NE
ALBUQUERQUE, NEW MEXICO 87111

THESE DRAWINGS AND SUPPORTS ARE COPYRIGHT
PROTECTED AND THE SOLE PROPERTY OF J5
INFRASTRUCTURE PARTNERS AND PRODUCED FOR THE
USE OF OUR CLIENT. ANY REPRODUCTION OR USE
OF THESE DRAWINGS WITHOUT WRITTEN
CONSENT OF J5 INFRASTRUCTURE PARTNERS.

AZ - CA - CO - ID - NM - NV - TX - UT

REV

0

APPROVED FOR CONSTRUCTION

03/16/18

EP

JVC

MC

DATE

06/08/18

RT

MC

DESCRIPTION

MATTHEW L. CHANG

NEW MEXICO

22840

6/8/18

PROJECT NAME

NM4 WATERTREAT

EXISTING 100'-8" MONOPOLE
(101'-0" AGL)

PROJECT ADDRESS

1780 UPPER CANYON RD

SANTA FE, NEW MEXICO 87501

SANTA FE COUNTY

SHEET TITLE

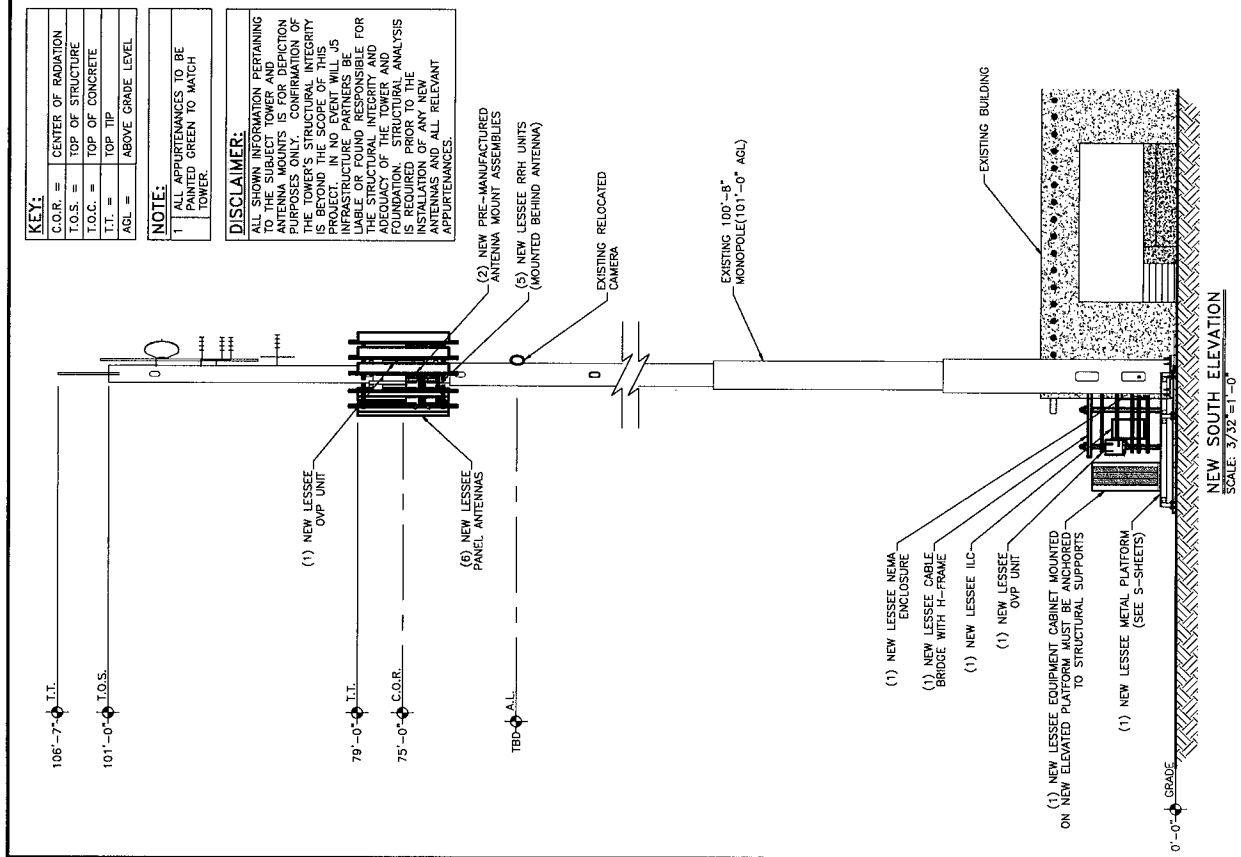
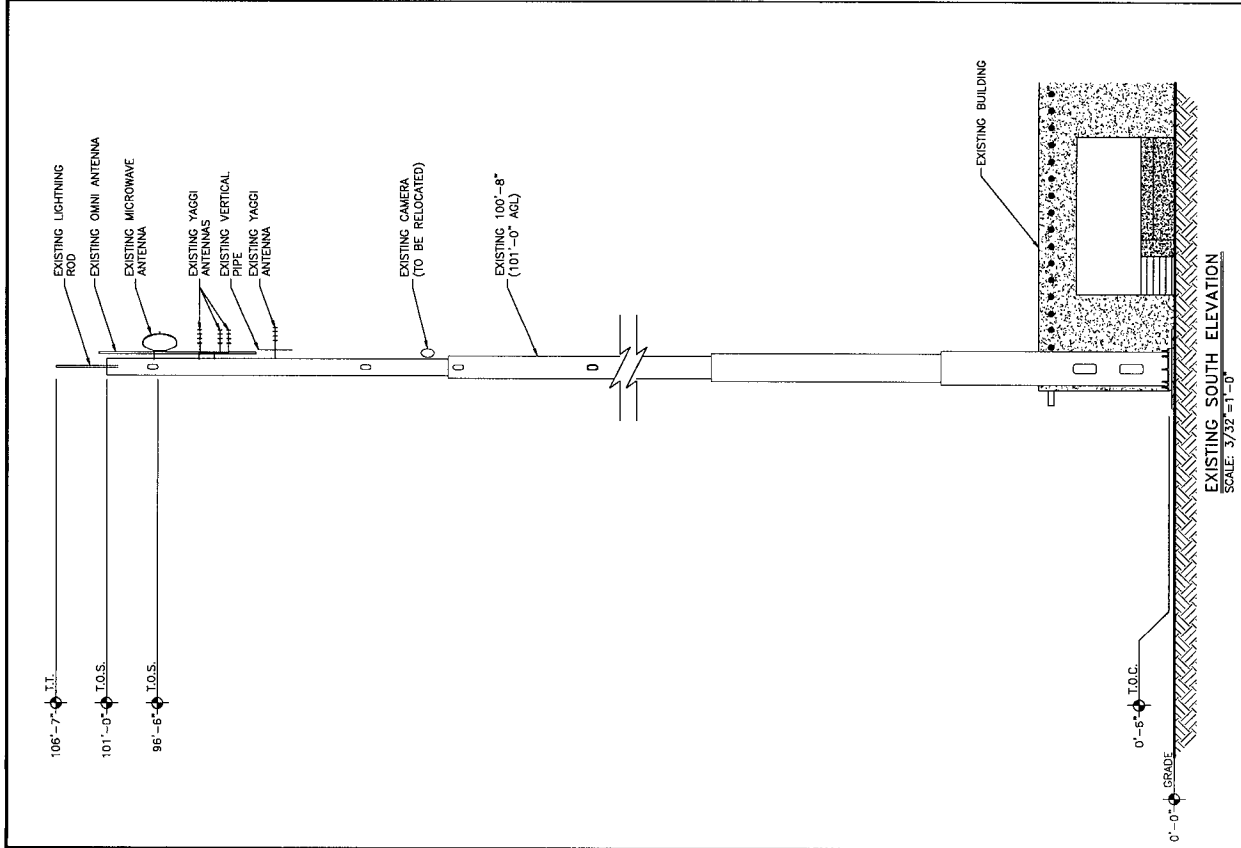
SITE PLAN

DATE

6/8/2018 1:52 PM

SHEET NUMBER

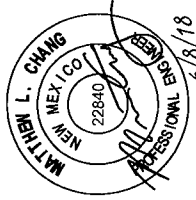
C1



KEY:	
C.O.R. =	CENTER OF RADIATION
T.O.S. =	TOP OF STRUCTURE
T.O.C. =	TOP OF CONCRETE
T.T. =	TOP TIP
AGL =	ABOVE GRADE LEVEL

NOTE:	1	ALL APPURTENANCES TO BE PAINTED GREEN TO MATCH TOWER.

DISCLAIMER: ALL SHOWN INFORMATION PERTAINING TO THE SUBJECT TOWER AND ANTENNA MOUNTS IS FOR DEPICTION PURPOSES ONLY. NO VERIFICATION OF THE INFORMATION OR THE SECURITY OF THE PROJECT IS BEYOND THE SCOPE OF THIS PROJECT. IN NO EVENT WILL JIS INFRASTRUCTURE PARTNERS BE LIABLE OR FOUND RESPONSIBLE FOR THE STRUCTURAL INTEGRITY AND ADEQUACY OF THE TOWER AND ANTENNA MOUNTS. STRUCTURAL ANALYSIS IS REQUIRED PRIOR TO THE INSTALLATION OF ANY NEW ANTENNAS AND ALL RELEVANT APPOINTANCES.

[illegible]

PROJECT NAME	NM4 WATERTREAT EXISTING 100'-8" MONOPOLE (101'-0" AGL)
PROJECT ADDRESS	1780 UPPER CANYON RD SANTA FE, NEW MEXICO 87501 SANTA FE COUNTY
SHEET TITLE	ELEVATIONS
SAVE DATE	6/8/2018 1:52 PM
SHEET NUMBER	C3

ABSOLUTELY NO TORCH-CUTTING OF ANY KIND SHALL BE PERMITTED FOR ANY REASON

FIT-UP NOTE:
CONTRACTOR TO FIELD VERIFY DIMENSIONS PRIOR TO FABRICATION IN ORDER TO CONFIRM PROPER FIT BASED ON EXISTING CONDITIONS.

KEY:
T.O.R. = TOP OF ROOF
T.O.P. = TOP OF PLATFORM
T.O.C. = TOP OF CONCRETE

DESIGNED FOR:
verizon
4821 EUBANK NE
ALBUQUERQUE, NEW MEXICO 87111

THESE DRAWINGS AND SURVEYS ARE COPYRIGHT PROTECTED AND THE SOLE PROPERTY OF JS INFRASTRUCTURE PARTNERS AND PRODUCED FOR THE USE OF OUR CLIENT. ANY REPRODUCTION OR USE OF THESE DRAWINGS WITHOUT THE WRITTEN CONSENT OF JS INFRASTRUCTURE PARTNERS.

DESIGNED BY:	
PROJECT NAME:	AZ - CA - CO - ID - NM - NV - TX - UT
DESCRIPTION:	APPROVED FOR CONSTRUCTION
DATE:	06/07/18
BY:	RMB
CHK:	MLC

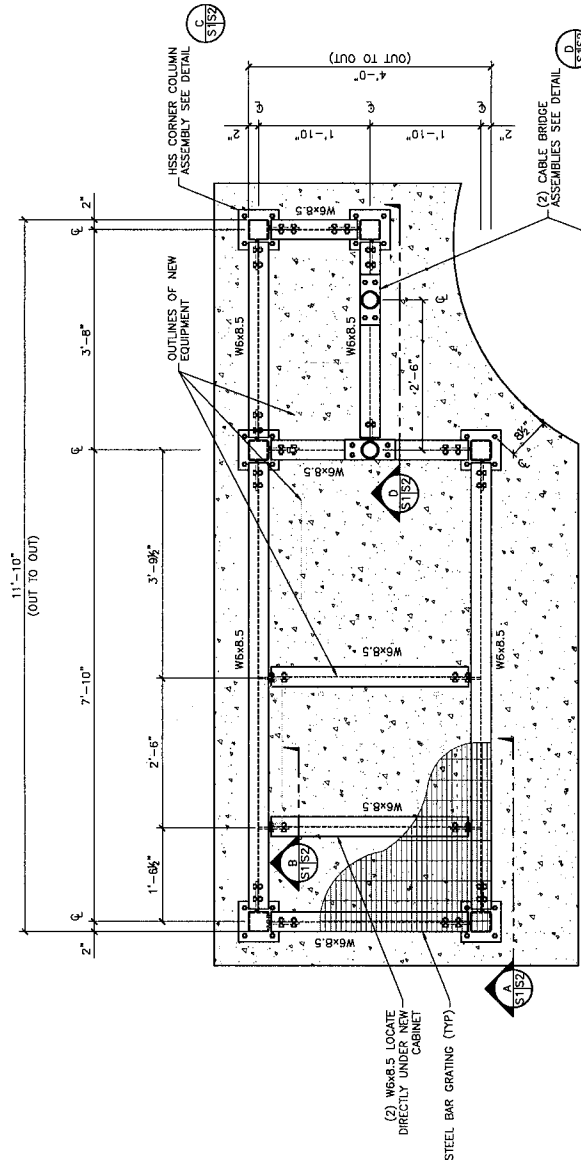
APPROVED FOR CONSTRUCTION
6/7/18
NEW MEXICO
22840
MATTHEW L. CHANG

PROJECT NAME:
NM4 WATERTREAT
EXISTING 100'-8" MONOPOLE
(101'-0" AGL)

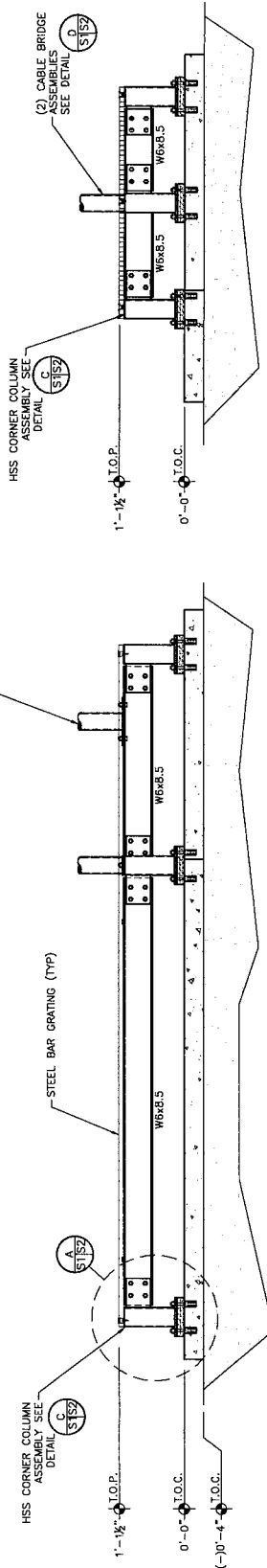
PROJECT ADDRESS:
1780 UPPER CANYON RD
SANTA FE, NEW MEXICO 87501
SANTA FE COUNTY

SHEET TITLE:
PLATFORM FRAMING

SAVE DATE: 6/7/2018 8:34 AM
SHEET NUMBER: S1



NOTE:
EXISTING TOWER W/ CONCRETE PIER NOT SHOWN FOR CLARITY.



ELEVATION

PLATFORM FRAMING
SCALE: 1/2"=1'-0"

APPROVED FOR CONSTRUCTION

DESIGNED FOR:

verizon

4821 EUBANK NE
ALBUQUERQUE, NEW MEXICO 87111

THESE DRAWINGS AND SURVEYS ARE COPYRIGHT
PROTECTED AND THE SOLE PROPERTY OF JS
INFRASTRUCTURE PARTNERS AND PRODUCED FOR THE
USE OF OUR CLIENT. ANY REPRODUCTION OR USE
OF THESE DRAWINGS WITHOUT THE WRITTEN
CONSENT OF JS INFRASTRUCTURE PARTNERS.

REV

0	APPROVED FOR CONSTRUCTION
1	DATE: 06/07/18
2	BY: RMB
3	CHK: MLC

DESCRIPTION:

AZ - CA - CO - ID - NM - NV - TX - UT

PROJECT NAME:

NM4 WATERTREAT
EXISTING 100'-8" MONOPOLE
(101'-0" AGL)

PROJECT ADDRESS:

1780 UPPER CANYON RD
SANTA FE, NEW MEXICO 87501
SANTA FE COUNTY

SHEET TITLE:

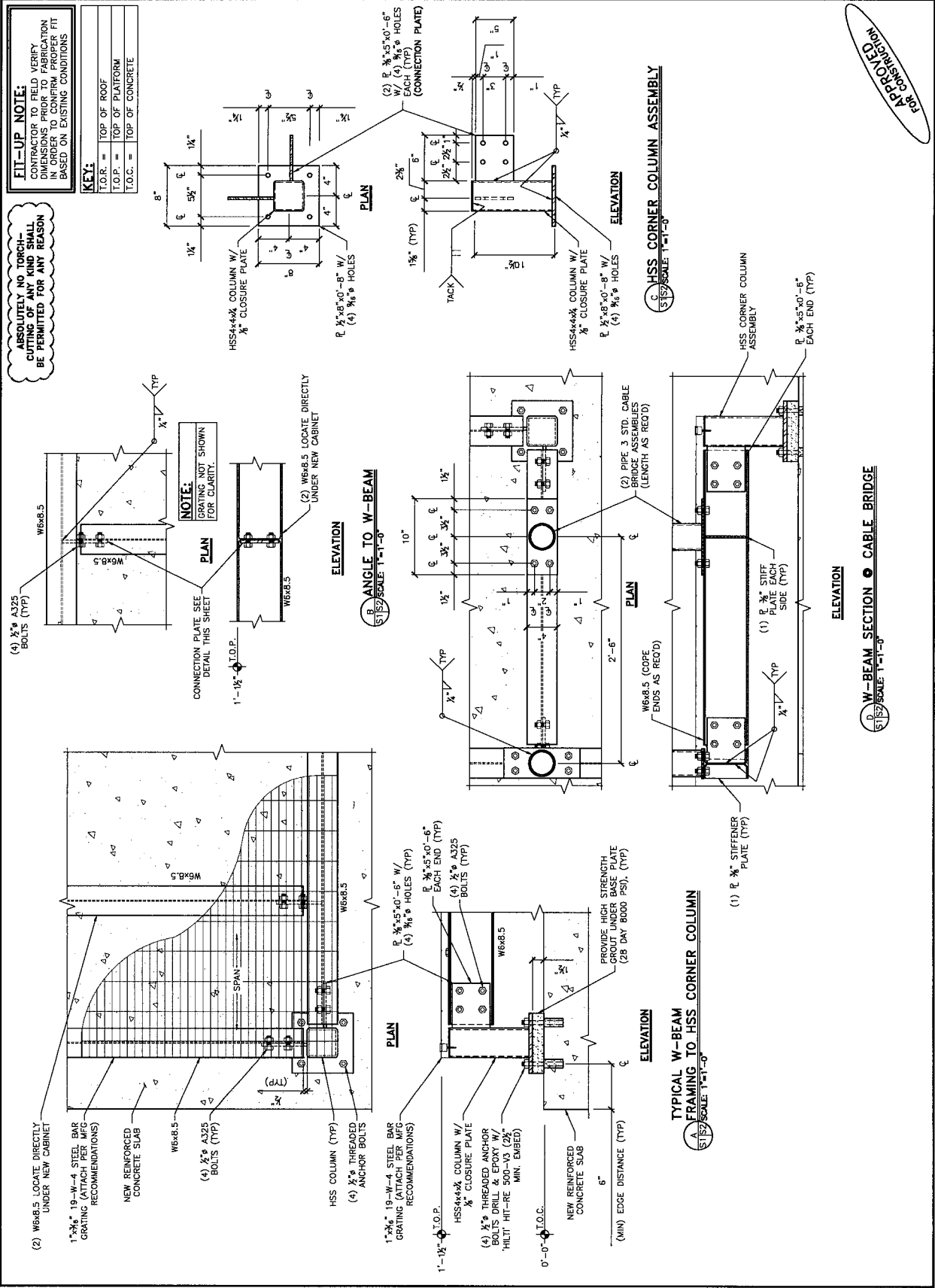
PLATFORM DETAILS

SAVE DATE: 6/7/2018 8:34 AM

SHEET NUMBER: S2

APPROVED FOR CONSTRUCTION

MATTHEW L. CHANG
NEW MEXICO
22840
REGISTERED PROFESSIONAL
6/7/18



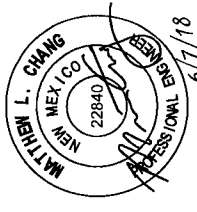
DESIGNED FOR:



4821 EUBANK NE
ALBUQUERQUE, NEW MEXICO 87111

THESE DRAWINGS AND SURVEY ARE COPYRIGHT
PROTECTED AND THE SOLE PROPERTY OF JS
INFRASTRUCTURE PARTNERS AND PRODUCED FOR THE
USE OF OUR CLIENT. ANY REPRODUCTION OR USE
WITHOUT THE WRITTEN CONSENT OF JS
INFRASTRUCTURE PARTNERS.

AZ - CA - CO - ID - NM - NV - TX - UT	
REV	DESCRIPTION
0	APPROVED FOR CONSTRUCTION
DATE	06/07/18
BY	RWB
CHK	MLC



PROJECT NAME:
NM4 WATERTREAT
EXISTING 100'-8" MONOPOLE
(101'-0" AGL)

PROJECT ADDRESS:
1780 UPPER CANYON RD
SANTA FE, NEW MEXICO 87501
SANTA FE COUNTY

SHEET TITLE:
MAT SLAB DETAILS

DATE: 6/7/2018 8:34 AM

SHEET NUMBER:
S3

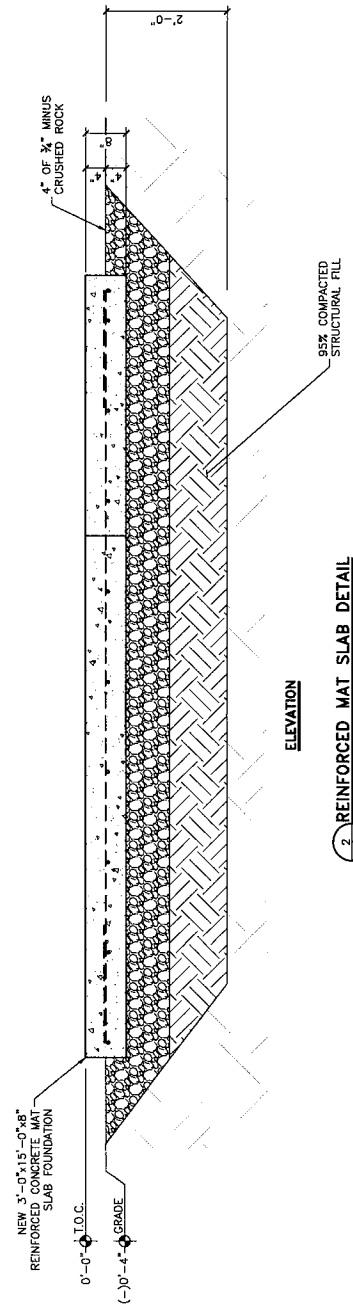
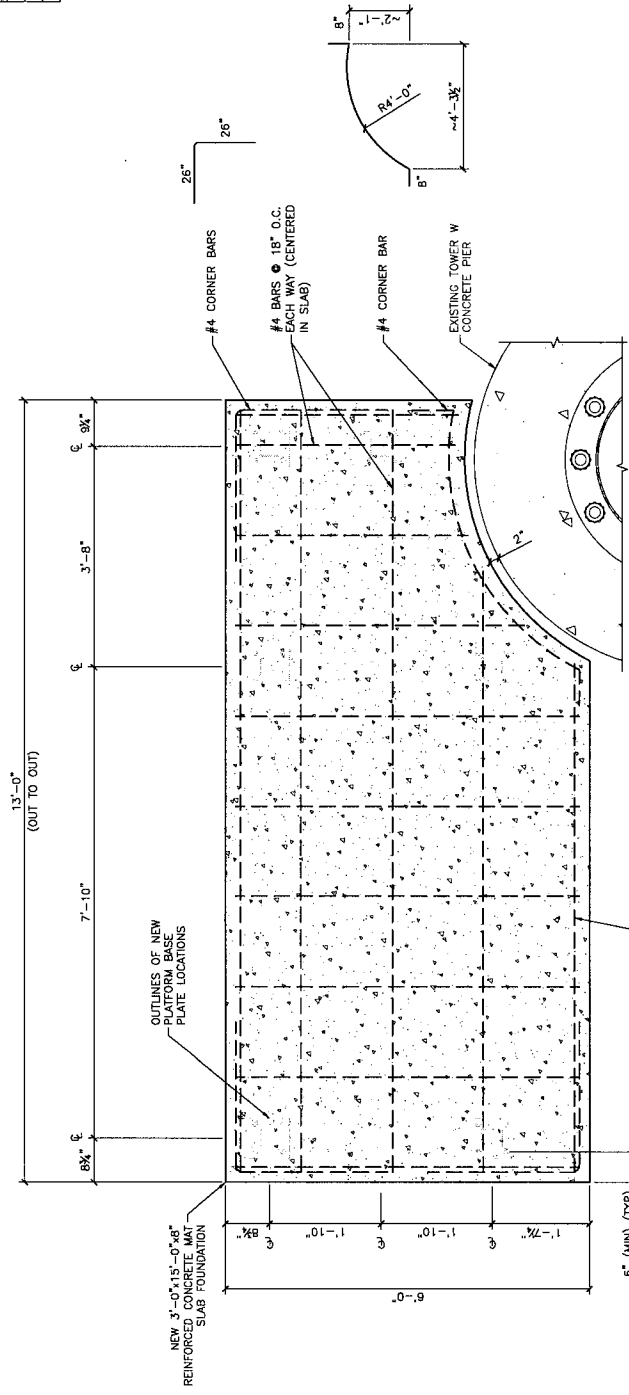
FIT-UP NOTE:

CONTRACTOR TO FIELD VERIFY
DIMENSIONS PRIOR TO FABRICATION
IN ORDER TO OBTAIN PROPER FIT
BASED ON EXISTING CONDITIONS

KEY:

T.O.R. =	TOP OF ROOF
T.O.P. =	TOP OF PLATFORM
T.O.C. =	TOP OF CONCRETE

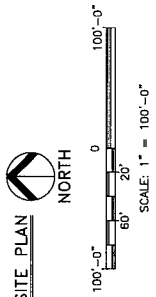
ABSOLUTELY NO TORCH-
CUTTING OF ANY KIND SHALL
BE PERMITTED FOR ANY REASON



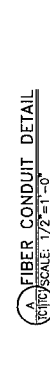
2 REINFORCED MAT SLAB DETAIL
SCALE: 1/8"=1'-0"

APPROVED FOR CONSTRUCTION

TEST NUMBER	TC1
-------------	-----



0
20'
SCALE: 1" = 100'-0"



1

1100

1

1. *Journal of the American Medical Association*, 1997; 277: 1001-1005.

1

1

1

GENERAL ANTENNA NOTES:

1. CONTRACTOR TO VERIFY MECHANICAL DOWNTILT WITH FINAL SLEW/RF ENGINEER.
2. DUAL POLAR ANTENNAS REQUIRE TWO RUNS OF COAX PER ANTENNA.
3. CONTRACTOR TO VERIFY ALL ACTUAL LENGTHS IN FIELD PRIOR TO INSTALLATION AND NOTIFY THE FIELD ENGINEER FOR VERIFICATION OF SIZES OF CABLES.
4. CONTRACTOR TO PROVIDE AS BUILT FOR THE LENGTH OF CABLES UPON COMPLETION OF INSTALLATION.
5. CONTRACTOR TO PROVIDE FINAL CABLE LENGTHS AND RETURN LOSSES FOR ALL CABLES.
6. ALL AZIMUTHS REFERENCE TRUE NORTH. CONSULT REQUIRED QUADRANGLE MAP FOR NECESSARY MECHANICAL DECLINATION.

NEW LESSEE ANTENNA SCHEDULE:

SECTOR	MANUFACTURER	MODEL	QUANTITY	AZIMUTH (°N)	DOWNTILT	C/L (FT)	# OF LINES	COAX TYPES	ESTIMATE CABLE LENGTH
ALPHA	ANDREW	SBNH-1D65C	3	50°	—	75'			
GAMMA	ANDREW	SBNH-1D65C	3	255°	—	75'			
OTHER	ALU	RRHAX30-B13	2	—	—	—			
OTHER	ALU	RRHAX40-B5	1	—	—	—			
OTHER	ALU	RRHAX30-BZ25	1	—	—	—			
OTHER	ALU	RRHAX45-B66	1	—	—	—			
OTHER	ALU	OVF	1	—	—	—			
							2	HYBRID	~100'

NOTES:

1. FOR EXACT ANTENNA INFORMATION REFER TO THE RF DESIGN.
2. ALL NEW COAX SHALL BE INSTALLED WITHIN MONOPOLE (IF POSSIBLE).
3. CONTRACTOR TO INSTALL DIPLEXERS IN EQ. CABINET AND ON H-FRAME AS REQUIRED BY RF DESIGN. (IF APPLICABLE)

GROUNDING NOTE:

1. ALL NEW EQUIPMENT & COAX TO BE GROUNDED FOR LESSEE GROUNDING SPECS.

ANTENNA COLOR CODE:

ANTENNA FUNCTION	COLOR
COMA-800 B-BAND	RED
COMA-800 A-BAND	WHITE
PCS-1900	YELLOW
LTE-700	PURPLE
ANTENNA SECTOR	
ALPHA	GREEN
BETA	ORANGE
GAMMA	BROWN

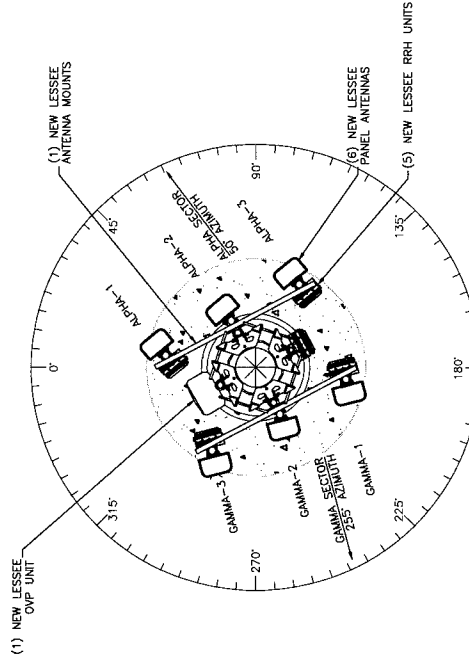
ANTENNA COLOR CODE:

SECTOR	ANTENNA LOCATIONS	FIRST STRIPE (FCS) OR (LTC) OR (A-BAND) OR (B-BAND)	SECOND STRIPE	THIRD STRIPE
ALPHA	1	RED OR WHITE OR YELLOW OR PURPLE	GREEN	GREEN
	2			
	3			
	4			
BETA	1	RED OR WHITE OR YELLOW OR PURPLE	ORANGE	ORANGE
	2			
	3			
	4			
GAMMA	1	RED OR WHITE OR YELLOW OR PURPLE	BROWN	BROWN
	2			
	3			
	4			

ANTENNA MOUNT SCHEDULE:

QUANTITY	DESCRIPTION	PART NUMBER(S)
2	UNIVERSAL RING MOUNT + 15" - 50" RING MOUNT OD	MC-RM1030-4
6	PLAN END PIPE + 14" - 16" ID + 14" - 16" OD	MT-651-114
2	PLAN END PIPE + 2 - 3/8" x 72"	MT-651
1	(1) 48" FACE FLUSH MOUNT	CUSTOM

NOTE: ALL PRODUCTS ARE FROM "COMMSCOPE, INC. OF NORTH CAROLINA"
PHONE: (817) 864-4112 / (817) 235-4075
WWW.COMMSCOPE.COM



ANTENNA SECTION @ 75'-0"
SCALE: 1/4" = 1'-0"



DESIGNED FOR: 	THESE DRAWINGS AND SURVEYS ARE COPYRIGHT PROTECTED AND THE SOLE PROPERTY OF J&S INFRASTRUCTURE. NO REPRODUCTION OR USE OF OUR CLIENT, ANY REPRODUCTION OR USE OF THE INFORMATION CONTAINED WITHIN SAID DOCUMENTS IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF J&S INFRASTRUCTURE PARTNERS.	4821 ELURANK, NE ALBUQUERQUE, NEW MEXICO 87111	PROJECT NAME: NM4 WATER TREAT EXISTING 100'-8" MONOPOLE (101'-0" AGL)	PROJECT ADDRESS: 1780 UPPER CANYON RD SANTA FE, NEW MEXICO 87501 SANTA FE COUNTY	SHEET TITLE: ANTENNA INFORMATION
DISIGNED BY: 	AZ - CA - CO - ID - NM - NV - TX - UT	03/16/18 06/08/18	REV 1 0	DESCRIPTION APPROVED FOR CONSTRUCTION REVISED PER CITY COMMENTS	DATE BY CHK RT MC

SAVE DATE: 6/8/2018 1:52 PM
 SHEET NUMBER:

RF1