

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

This LEASE AGREEMENT (<u>Lease Agreement</u>) is entered into this day of ________, 2018, by and between the CITY OF SANTA FE, NEW MEXICO, a municipal corporation and a political subdivision of the State of New Mexico (<u>Lessor</u>) and VERIZON WIRELESS (VAW) LLC d/b/a VERIZON WIRELESS, a Delaware limited liability company, (<u>Lessee</u>) (collectively, the <u>Parties</u> 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 one hundred forty-three (143) 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 <u>City Tower</u>) (collectively, the <u>Premises</u>), as shown on <u>Exhibit A</u> attached hereto and incorporated herein. The Premises is located within a certain Lessor-owned parcel of land known as 801 W. San Mateo Road located within the municipal boundaries of the City of Santa Fe, in the County of Santa Fe, State of New Mexico (the <u>Property</u>), whereon Lessor owns and maintains the City Tower for municipal telecommunications purposes (the <u>Primary Use</u>).

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. <u>Permitted Use</u>. 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 <u>Permitted Use</u>). 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 <u>Communication Facility</u>; collectively, <u>Communications Facilities</u>) on the Premises as shown on <u>Exhibit A</u>, 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 likefor-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 810 W. San Mateo 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 San Mateo Lane (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. <u>Utilities</u>. Lessor grants Lessee the right to install utilities to serve the Premises on and under the Property (the <u>Utility Route</u>), as more particularly described and shown on <u>Exhibit A</u>. 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. <u>Rent</u>. Lessee shall pay Lessor a monthly rental fee of Two Thousand Eight Hundred Dollars (\$2,800) on or before the first day of each month (<u>Rent</u>). 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. <u>Late Payment</u>. 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. <u>Rent Escalation</u>. 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. <u>Lease Initiation Fee</u>. 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 <u>Lease Initiation Fee</u>). 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 <u>Holdover Period</u>) 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 <u>Holdover Rent</u>).

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. <u>Waiver of Subrogation</u>. 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. <u>Subleasing Prohibited</u>. 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. <u>Lessor's Permission Required to Assign</u>. 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. <u>Transactions not Deemed to be Assignments</u>. 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. <u>Conditions under which Lease Agreement may be Sold, Assigned, or Transferred.</u> 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. <u>Inter-company Roaming Agreements</u>. 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. <u>DEFAULT & RIGHT TO CURE</u>

- 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. <u>Termination by Lessee</u>. 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. <u>Early Termination Fee</u>. 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. <u>Termination by Lessor</u>. 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 termination 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. <u>Notice of Material Casualty</u>. 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. <u>Termination due to Casualty</u>. 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. <u>Compliance with Laws</u>. 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. <u>Encumbrances</u>. 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. <u>Environmental and Industrial Hygiene Laws</u>. 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 <u>Proceeding</u>) under the United States Bankruptcy Code, 11 U.S.C. §§ 101, et seq. (the <u>Code</u>), 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. <u>SUBMISSION OF AGREEMENT</u>

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, Charter 14, Article 2 et seq.) (the <u>Act</u>), 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. <u>LEASE GRANT A PROPRIETARY FUNCTION</u>

- 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. <u>Duty</u>. 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 it's 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. <u>Defense of Lessor</u>. 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. <u>Limitation of Liability</u>. 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. <u>Brokers</u>. Either Party hereto that is represented in this transaction by a broker, agent or commission salesperson (a <u>Representative</u>) 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. <u>Descriptive Headings Only</u>. The bold section titles and subtitles are for convenience only and have no legal or contractual effect in this Lease Agreement.
- C. <u>Survival</u>. 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. <u>No Personal Liability</u>. 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. <u>Nondiscrimination</u>. 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. <u>Modifications</u>. This Lease Agreement cannot be amended, modified, or revised unless done so in writing and signed by authorized agents of the Parties.
- I. <u>No Waivers</u>. 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. <u>Integration</u>. 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. <u>Estoppel</u>. 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. <u>Successors.</u> This Lease Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto.
- M. <u>Payment of Sums during Breach</u>. 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. <u>Interpretation</u>. 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. <u>47 U.S.C.</u> § 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. <u>No Partnership</u>. 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
	ann
	ALAN M. WEBBER, MAYOR
ATTEST:	WEBBER, MITTOR
YOLANDA Y. VIGIL, CITY CLERK CC mtg. Wills APPROVED AS TO FORM:	<u>) </u>
MDM FOR GENO I. ZAMORA, INTERIM CITY ATTO ERIN MC SHERPY APPROVED:	PRNEY
May UCOY BRADLEYO. FLUETSOI, INTERIM FINAL MARY MCCOY BUS.UNIT/LINE ITEM: 51300.460350	NCE DIRECTOR
	LESSEE: VERIZON WIRELESS (VAW) LLC d/b/a VERIZON WIRELESS
	CLIF CASEY, EXECUTIVE DIRECTOR
ACKNOW	/LEDGEMENT
STATE OF ARIZONA)	
) ss. COUNTY OF MARICOPA)	
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EXHIBIT A

[SEE ATTACHED SHEETS]

ENGINEERING

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SITE INFORMATION

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B, B.BS' AMSI.

CITY OF SAMTA FE

OCCUPANCY GROUP

CONSTRUCTION TYPE: TELEPHONE COMPANY POWER COMPANY:

PROJECT TEAM

St Michaels

VERIZON WRELESS
ALGEL EBBANK NE
ALBUDARRONE, NA 67111
CONTACT: DAN LYONS
FOUNE. (480) 752-7277
EMAL:
don.bons@veitonWreless.com PROJECT MANAGER

BLACK & VENTCH CORPORATION BRSS S EASTERN ARE SIME 325 LLS VEGAS, NV 88123 CONTACT: VICTOR HUNGERFORD PHONE: (913) 458-1028 CLARL.

BLACK & VEATCH CORPORATION
422 LIFE ONK CT. NE
424 LIVE ONK CT. NE
CONTACT. ANY MERIZE
CONTACT. ANY MERIZE
FHOME. (913) 458-6771
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Verizon'

4821 EUBANK NE ALBUQUERQUE, NA 67111

NM4 SAN MATEO WAREHOUSE VZW PROJECT #: 20181738913 ASSESSOR'S PARCEL NO. 993-08-608 801 W SAN MATEO RD SANTA FE, NM 87505 SANTA FE COUNTY EXISTING 67'-0" MONOPOLE OVERALL HEIGHT: 67'-0" A.G.L

BLACK & VEATCH

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BUACK & VEATCH CORPORATION B965 S EASTERN AVENUE, SUITE 325, LAS VEGAS, NV 89123

CHECKED BY

APPROVALS
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LOCAL MAP

LOCATION MAPS

VICINITY MAP

NSB

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NW4 SAN WATEO WAREHOUSE VZW #: 20181738913 801 W SAN WATEO RD SANTA FE, NW 87505 NSB

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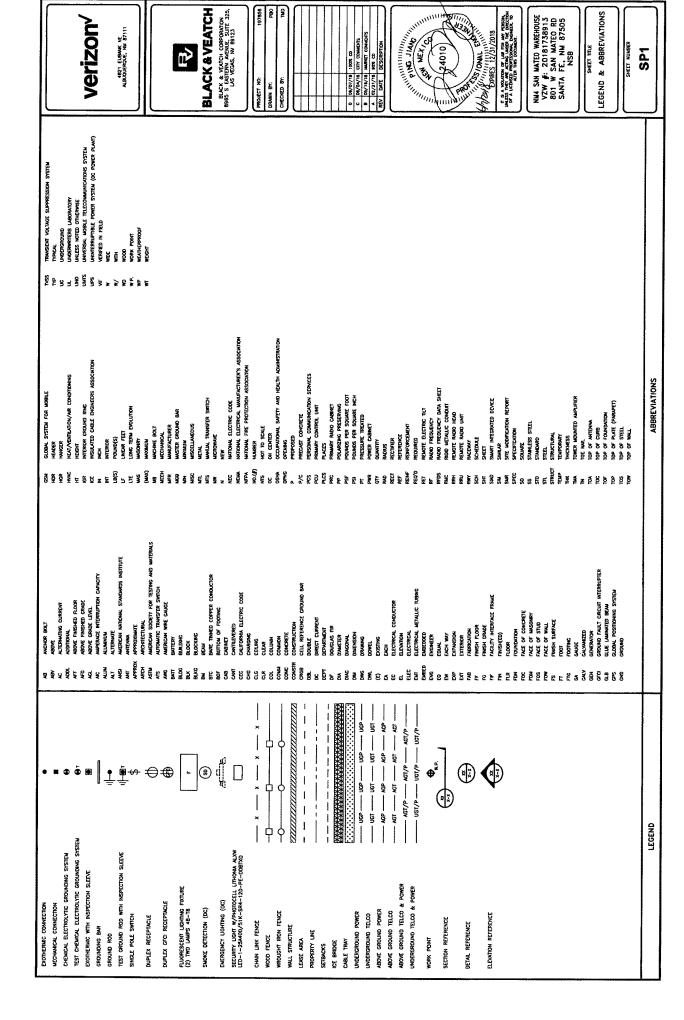
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UTILITIES PROTECTION CENTER, INC. 811 UNDERGROUND SERVICE ALERT

INDEX SHEET

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 SERVING COMMISSION OF STREAMS.

compactor shall follow all wandfacturen's recommendations regarding Both the nstallation and grounding of all coadal cables, connectors, antennas, and all other equations.

COMPACIOR SHALL WEATHERPROF ALL AMERIA CONTECTORS WITH SELF AMALGAMATING TAPE. WEATHERPROOFING SHALL BE COMPLETED IN STRICT ACCORDANCE WITH VERIZON STANDARDS.

GENERAL CABLE & EQUIPMENT NOTES

all jumpers to the aptenas from the man transmission line shall be 1/2" dia. Ldf and shall not exceed 6-0".

AL CONXIA, CABLE SHALL BE SECURED TO THE DESIGNED SUPPORT STRUCTURE, IN AN APPROVED MANNER, AT DISTANCES NOT TO EXCEED 4"-0" OC.

- CONTRACTORS SWALL BE RESPONSIBLE FOR OBTAWNIG ALL PERMITS AND INSPECTIONS REQUIRED FOR CONSTRUCTION, IF CONTRACTOR CANNOT OBTAM A PERMIT, THEY MUST NOTEY THE GENERAL CONTRACTOR WANDONELY. ģ
- 33. INTERNATION WOMEN ON THESE DRAWINGS WAS CREAMED FROM STE VOSTS AND/OR DRAWINGS PROVINSD OF THE STE SWARE COMPONENCES SMALL DRAWN THE ELEMBER OF ANY DECREDANCES FROM TO GREEKE WIRE WE PROCEEDER WIT CHARGINGTION. 37. COMTRACTOR SHALL REMOVE ALL TRASH AND DEBRIS FROM THE SITE ON A DAILY BASIS.
 - NO WHITE STROBE LIGHTS ARE PERMITTED. LIGHTING IF REQUIRED, WILL MEET FAA STAADARDS AND REQUIREMENTS. ģ
- 40. ALL COAVIAL CABLE INSTALLATIONS TO FOLLOW MANUFACTURER'S INSTRUCTIONS AND RECOMMENDATIONS

- ANTENNA MOUNTING
- al steel materials shul be gavamzed after fabbilation in accordance with asta a123 "zinc (hot-dip gavanized) coatmos on bron and steel products", umless noted othermise 41. DESGN AND CONSTRUCTION OF ANTENNA SUPPORTS SHALL CONFORM TO CURRENT ANS/TIA-222 OR APPLICABLE LOCAL, CODES. 42.
- 43. ALL BOLTS, ANCHORS AND MESCELAMEDUS HARDWARE SHALL BE GALVANZED IN ACCORDANCE WITH ASTAN A133 "ZINC-COATING (HOT-CIP) ON IRON AND STEEL HARDWARE," UNLESS WOTED OTHERWISE.
- 45. ALL ANTENAM MOUNTS SYALL BE INSTALLED WITH LOCK NUTS, DOUBLE RUTS AND SHALL BE TOROUED TO MANUFACTURER'S RECOMMENDATIONS. 44. DAMICED GALVANTEED SURFACES SHALL BE REPARED BY COLD GALVANIZING IN ACCORDANCE WITH ASTAL A780.
 - 46. CONTRACTOR SHALL INSTALL ANTERNA PER MANUFACTURER'S RECOMMENDATION FOR INSTALLATION AND GROUNDING.
- 47. ALL UNUSED PORTS ON ANY ANTENNAS SHALL BE TERMINATED WITH A 50-DHM LOAD TO ENSURE. ANTENNAS PERFORM AS DESIGNED. Ą
- PROPERTY SETTING ANTERIAL ASSESSED AND TO SET ANTENNA CONTRACTOR SAULD DECKY THE EST STEEL WITHOUT FOR THE PRESS. AND DESIDE THAT THEY ARE PLANK ANTENNA WHICH WAS AND DESIDE THAT THEY ARE PLANK ANTENNA THAT AND BE OWNERN AND ANTENNA THAT AND AN
- CONTINCTOR SHALL RECORD THE SERIAL I, SECTOR, AND POSITION OF EACH ACTUATOR INSTALLED AT THE ANTERWAS AND PROPRIE THE INFORMATION TO VERIZON. JUMPERS FROM THE TIME'S MUST TERNANMIE TO OPPOSITE POLARIZATION'S IN EACH SECTOR. Š
- 51. TIAN'S SHALL BE WOUNTED ON PIPE DIRECTLY BEHIND ANTENIAUS AS CLOSE TO ANTENIA, AS FEASIBLE IN A VERTICAL POSITION.
- - 52. ANTENNAS SHALL HAVE A 3'-0" WIN CENTER TO CENTER HORIZONTAL SEPARATION
- IOROUE REQUIREMENTS FOR RF COMPONENT CONNECTIONS (NON-STRUCTURAL)
 - ALL RF CONNECTIONS SHALL BE TIGHTENED BY A TOROUE WRENCH. 2
- AL RECOMPETIONS, GROUNDING MARDWARE AND ANTIDIAN MARDWARE SHALL HAVE A TOROUR INSTALLED IN A CONTINUOUS STRAIGHT LINE FROM BOTH SIDES OF THE CONNECTION.
 - A. AF CONNECTION BOTH SIDES OF THE CONNECTOR.
- B. GROUNDING AND ANTERNA MADOWARE ON THE NUT SIDE STAFTING FROM THE THREADS TO THE SOLID SURFACE. EXAMPLE OF SOLID SURFACE, GROUND BAR, ANTERNA BRACKET METAL.
- 55. ALL BY ANTERNA HARDWARE SHALL BE TIGHTENED TO 9 LB-FT (12 NM).
- ALL 12M ANTENNA HARDWARE SHALL BE TIGHTENED TO 43 LB-FT (58 MM).
- ALL GROUNDING HARDWARE SHALL BE TIGHTENED UNTIL THE LOCK WASHER COLLAPSES AND THE GROUNDING HARDWARE IS NO LONGER LOCKE.
- 58. ALL DIN TYPE CONNECTIONS SHALL BE TIGHTENED TO 18-22 LB-FT (24.4 29.8 NW). ALL IN TYPE CONNECTIONS SHALL BE TIGHTENED TO 15-20 LB-IN (1.7 - 2.3 NM).
 - FIBER & POWER CABLE MOUNTING
- THE REST OFT THEN CASES, SHALL SE WALLES THE COURTY. COMMEND THAT OF THE CASES THAT WE SHALLOW, THEN CASES HID A CASES THAT OF THE SHALLOW, THE SHAL
- THE TIPE CLOSES SALE OF SERSOLATE OF EXECUTION CONSTRUCTION CONTROL OF STATE OF STATE OF SERSOLATE OF SERSOLA
 - WHEN HISTALING OPTIC FIBER TRUNK CABLES OR TYPE TC-ER CABLES INTO CONDUITS, NFPA 70 (NEC). ARTICLE JOO RULES SHALL APPLY.

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63. TPES AND SIZES OF THE AMTENAN CHELE ARE BASED ON ESTIMATED LEAGTHS. PRIOR TO ORDERING CORRECTORS MAY KNEW ACTION. LEAGH BASED ON CONFINCTION LAYOUT AND NOTIET THE PROJECT MANAGER & ACTIVAL LEAGHES EXCERS ESTIMATED LEAGHES.

CONTRACTOR SHALL VERIFY THE DOWN-TLT OF EACH ANTENNA WITH A DISTAL LEVEL.

CONTRACTOR SMALL CONFIRM CDAX COLOR CODING PRIOR TO CONSTRUCTION

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CONTRACTOR SHULL REFERENCE THE TOWER STRUCTURAL ANALYSIS/DESIGN DRAWRIGS FOR DIRECTIONS ON CABLE DISTRIBUTION/PROUTING.

ALL OUTDOOR OF COMMETIONS/COMMETIONS SHALL BE WICHERPRODED; EXCEPT THE RET THE COMMETIONS, COMMETINE, THE FITTS THE COMMETIONS, COMMETINE, THE FITTS THE COMMETINE COMMETINE OF BLACK THE MAGNET OF SHALL NOT A LANGUAGE OF COMMETINE WORKEN OF SICKEN ON SHALL SHALL BE SHALL BE SHADOTH WITHOUT BUCKLURG, BUTT, ELEEDING IS MITH. ALL COMMETINES, WICH REPORTS.

IF REGURED TO PAINT ANTENNAS AND/OR COAX:

A. TEMPERATURE SHALL BE ABOVE SO' F.

CONTRACTOR SHALL BE RESPONSIBLE TO VERFY ANTENNA, TAMS, OPPLEXERS, AND COAX CONFIGURATION, MARE AND MODELS PRIOR TO INSTALLATION.

ALL CONNECTIONS FOR HANGERS, SUPPORTS, BRACENC, ETC. SHALL BE INSTALLED PER TOWER MANNFACTUREN'S RECOMMENDATIONS.

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GROUNDING AT MID LEVEL, TOWERS WHECH ARE OVER 200"-0", ADDITIONAL CABLE GROUNDING REQUIRED.

E. GROUNDING INSIDE THE EQUIPMENT SHELTER AT THE ENTRY PORT, C. GROUNDING AT BASE OF TOWER PRIOR TO TURNING HORIZONTAL. GROUNDANG OUTSIDE THE EQUIPMENT SHELTER AT ENTRY PORT,

73. AL CABLES SHAL BE GROUNDED WITH COAXIN, CABLE GROUND KITS. FOLLOW THE WANNIFACTURER'S RECOMMENDATIONS.

A. GROUNDING AT THE ANTENNA LEVEL.

D. DO NOT PAINT OVER COLOR CODING OR UN EQUIPMENT MODEL NUMBERS. B. PANT COLOR MUST BE APPROVED BY BUILDING OWNER/LANDLORD. C. FOR REGULATED TOWERS, FAL/FCC APPROVED PAINT IS REQUIRED.

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ALI PROPOSED GROUND BUR DOMALEJOS ARE TO BE TETRIBUNIED TO THE EXISTING ADJACENT GROUND BAR DOWNLEDAS A JAMBALIA DISTANCE OF 4"—0" BELOW GROUND BAR. TERMINATIONS MAY BE EXOTHERING OR COMPRESSON. THE CONTRACTOR SHALL BE RESPONSIBILE FOR VERIFING THE ANTENNA AND THE COAM CONFIGURATION IS THE CORRECT MAKE AND MODELS, PRIOR TO INSTALLATION.

The Sale of the Control of the Contr MEX/C (24010)

antenau contractor shall purnish and install a 10'-0" t-boom sector antenau mount, if Applicable, including all hardware.

78. ALL CONNECTONS FOR HANDERS, SUPPORTS, BRACING, ETC. SHALL BE INSTALLED PER TOWER MANUFACTURER'S SPECFFICATION & RECOMMENDATIONS.

IT IS A WOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DRECTIO OF A LICINSED PROFESSIONAL PERSONER, TO ALTER THIS DOCUMENT.

NM4 SAN MATEO WAREHOUSE VZW #: 20181738913 801 W SAN MATEO RD SANTA FE, NM 87505

GENERAL CONSTRUCTION NOTES

SP2

GENERAL ELECTRICAL NOTES

PART 1 - GENERAL

- C. DRAWINGS SHOW THE GENERAL ARRANGEMENT OF ALL SYSTEMS AND COMPONENTS CONERED. UNDER THE SECTION. THE CONTRACTOR SHALL VEREY ALL DMENSIONS, BRAWING SHALL NOT BE SCALED TO DETERMINE DIMENSIONS. B. THE CONTRACTOR SAUL OBTAIN PERMITS, LICENSES, MAKE ALL DEPOSITS, AND PAY ALL FEES REQUIRED FOR THE CONSTRUCTION PERFORMANCE FOR THE WORK UNDER THIS SECTION.
 - 1.2 LAWS, REGULATIONS, ORDINANCES, STATUTES AND CODES.
- ALL WAS ALLE RESULDS IN ACCORDANCE WITH THE LATEST DITION OF THE WATDOM, ELECTRICAL CALL WAS ALLE WAS ALLESS OF CONTROL OF THE TOWNS THE WAS ALLESS OF CONTROL OF THE TOWN OF THE THORN OF THE TOWN OF
 - 1.3 REFERENCES:
- A THE PUBLICATIONS LISTED BELOW ARE PART OF THE SPECIALIZING EACH PARACATEM SHALL BE THE LATST REVENEED AND ADDITIONAL HE SPECIAL THE RESPECTATION WERE STRIPLE TO REPORT AS ADDITIONAL PARESTS OFFICE OFFICE STRIPLE TO REPORT AS ADDITIONAL PARESTS OFFICE AND ADDITIONAL STRIPLE STRIPLE STRIPLE STRIPLE AND ADDITIONAL SHALL COMPUTED AN THIS SPECIALIZING SHALL COMPUTED TO REPORT AND ADDITIONAL SHALL COMPUTED TO THE SPECIALIZING SHALL COMPUTED TO THE
- 1. ANS/CREE (AMERICA SOCIETY ON TENNOMES INSTITUTE)
 2. SCFI (MASTICAN SOCIETY ON TESTING AND MATERIALS)
 4. REM (MATIONAL INSTITUCAL MANAFACTIONETS ASSOCIATION)
 6. REM (MATIONAL INSTITUCAL MANAFACTIONETS)
 6. GOVERNMENT REF. PROSITION ASSOCIATION)
 7. IL (UNICOMETIES MASTICA AND PACIFIL ADMINISTRATION)
- 4. WORK UNDER THIS SECTION SHALL CONSIST OF FURNISHING ALL LABOR, MATERIAL, AND ASSOCIATED SERVICES REQUIRED TO COMPLETE REQUIRED CONSTRUCTION AND BE OPERATIONAL. SCOPE OF WORK
- B. ALI ELECTRICAL EQUIPMENT UNDER THIS CONTRACT SMALL BE PROPERLY TESTED, ADJUSTED, AND ALGNED BY THE CONTRACTOR.
 - C. THE CHATRACIDE SUAL BE RESPONSIBLE FOR ALL EXCANATING, DRAMING, TRENCHES, BACKFILLING, AND REMONL OF EXCESS DRIT.
 - D. THE CONTRACTOR SAUL FURNISH TO THE OWNER WITH CERTIFICATES OF A FINAL INSPECTION AND APPROVAL FROM THE INSPECTION AUTHORITIES HAVING JURISDICTION.
- E. THE CONTRACTOR SHALL PREPARE A COMPLETE SET OF AS—BULT DRAWNES, DOCUMENT ALL WIRING EXPIRACT CONVINCIAL TOWNS AND CHANGES WHILE COMPLETING THE AS—BULT DRAWNES SHALL BE, SUBBATTED AT COMPLETING WITH PROJECT.

PART 2 - PRODUCTS GENERAL:

- I ALL MATERIALS AND EQUIPUENT SHALL BE UL USTED, NEW, AND FREE FROM DEFECTS.
- 8. ALI ITEUS OF UNITERALS. AND EQUIPMENT SHALL BE ACCEPTABLE TO THE ALTHORITY HAVING JURISDICTION AS SURFABLE FOR THE USE INTENDED.
- C. ALL EQUIPMENT SHALL BEAR THE UNDERWRITENS LABORATORIES LABEL OF APPROVAL, AND SHALL CONFORM TO REQUIREMENT OF THE NATIONAL ELECTRICAL, CODE.
- AL OPPRIMENDED FORCES SHALL HAVE AN INTERPRENE CARREST RANDE THE TABLE OF CONTROL FOR SHALL OF CONTROL FOR THE SHALL FORCE THE CHARGE TO WHICH THEY ARE SHEKETED. 10,000 AC, MANULAL WERN ANALAGE.

 AND CALL CLARKET OF THE WEST CHARGE THE WAS SHEKETED. 10,000 AC, MANULAL WERN ANALAGE.

 ANTICLE 10.023, MEC ON THE MEST CHARGE TO MOPPED COOK OF RD THE GOVERNMEN ANTICLETON.
 - WATERLUS AND EQUIPMENT:
- 1. RIGID METAL CONDUIT (RMC) SWALL BE HOT-OPPED CALWANZED INSIDE AND CUTSIDE INCLUDING EMDS AND THERADS AND ENAMELED OR LACQUERED WISIDE IN ADDITION TO GALVANZANG.
 - 2. LIOURDTIGHT FLEXIBLE METAL CONDUIT SHALL BE UL LISTED.
- CONDUTICIAMPS, STRAPS, AND SUPPORTS SHALL RESTEEL OR MALEMBLE FROM ALL FITTINGS SHALL BY COMPANIED THROATS SHALL BE COMPANIED WITH INSULATED THROATS SHALL BE INSTILLED ON ALL CONDUTIFIED THROATS SHALL BY SHALL BY SHALL BY ALL CONDUTIFIED HEAVEN THROATS.
- HONNETALLC CONDUIT AND FITTINGS SHALL BE SCHEDULE 40 PM. INSTALL USING SOLVENT—CEMENT—THE JORITS AS RECOMMENDED BY THE MANUFACTURER.
 - I. CONDUCTORS AND CABLE:
- 1. DONDUCTORS AND CABLE SHALL BE FLAME—RETARDART, MOISTURE AND HEAT RESISTANT THERMOPLASTIC, SPREAT COPINCING, COPINGE THE TIME THAN 17 THINH—2, BOD VOIT, SIZE AS HIDICATED, §12 AND SHALL BE THE MINIMUL SEE COORDUCTOR USED.
- (10 ANG AND SWALLER CONDUCTOR SIMIL BE SOLID OR STRANDED AND (8 ANG AND LARGER CONDUCTORS SIMIL BE STRANDED.
- SOLDERLESS, COMPRESSION—TYPE CONNECTORS SHALL BE USED FOR TEMINATION OF ALL STRANDED CONDUCTORS.
- STRAIN-RELEF SUPPORTS GRIPS SHULL BE HUBBELL KELLENS OR APPROVED EDIJUL, CARES SHULL BE SUPPORTED IN ACCORDANCE WITH THE NEC AND CARLE, MANUFACTURER'S RECOMMERBATIONS.
 - AL CONDUCTORS SHALL RE TAGGED AT BOTH ENDS OF THE CONDUCTOR, AT ALL PIAL BIDGES, COURTER COMPANY, AND CHARGES, AND SHALL BE DESTIFFED WITH APPROVED PLUSTE, TAGS (ACTION CONT.), BADPROVED EXIMAL).
- OSCONNECT SMITHES SHALL BE HEAVY DUTY, DEAD-FRONT, OURC-MAKE, OURCH-BREAK, EXTROMALLY OPENDAL, HANDE, LOCKAREA, AND INTERDAK WIND TROPE IN A CLOSH AND TROPE OF DEATH, AND THE - CHEMICAL ELECTROLYTIC GROUNDING SYSTEM:
- NETALL CHEACL GENEROR OF STORMEN IN PRINCE RELECTION MATERIAGE THE ILLEGROUND COMMISSION OF THE A BRANCH AND ADMINISTRATION POTENTIAL PROTECTIVE GOODS: AND BLACKH LINETHMA. BRANCHTHERS SHALL BE LYNCOLE THE GROUNDING ROD THEY LOSS (*) LENGTH AS RECURRED.
- GROUPD ACTES BOX SHALL ER, FOUTPAKET OR OF POWENTET APPLICATIONS NACUBER DOLL DOWN TLIES CORRELIES SHALL EF PROVISO WITH TREASKED LAUGHOUSD MAETHERS, AND DESTRUCTIVE CONTROLLED, BRACHTER TREASKED LAUGHOUSD WITH STREET SWITCHS. WE COUNTED THE DESTRUCTIVE CONTROLLED, BRACHT SCHOOL SHALL EF PROVISO WITH STREET CONTROLLED, BRACHT SCHOOL SHALL SHOULD BRACHT STREET SHOULD SHALL SHA

- BACKFILL MATERIAL SHALL BE LYNCONTE AND LYNCOLE GROUNDING GRAVE
- all grounding components shall be thred and grounding compuctor shall be \$2 and bare soud. Trined, copper, above grade grounding conductors shall be insulated where noted GOUGHONG BESS SWILE BYTHE THREE, MEAST, DOWNER BAS OF RECENCY, THE SECTION, STANDARD BUS BASE WES SPAIL BY THE THREETS AND RESTLUCED BY THE COMPACTOR HOT SHALL NOT BET PRESENTED ON MORTED IN THE CITED ALL GROWNDER BASES SHALL BE DEFINITION WITH MEASURE MY ANY OF STROCKING ON DESCRIPTION PLATE.
- DOMESTICES SHAPE OF THE WEST-CONSTRUCT WENT WITH DITT. STEEL WE GROUNDING COMMISSIONS FOR THE WATCHINGTON, THE WEST-CONSTRUCTIONS, THE PROPERTIONS OF THE WEST-CONSTRUCTIONS O
- EXOTHERMIC WELDED COMMECTIONS SAUL BE PROMIDED IN KIT FORM AND SELECTED FOR THE SPECIFIC TYPES, SIZES, AND COMBENTIONS OF CONDUCTORS AND OTHER TEMS TO BE CONNECTED.
- GROUND RODS SHALL BE ERRO JUSTSON, COPPER-CLAD STEEL WITH HIGH-STREDNETH STEEL CORE, WHO INCLINED TO CORE, 5/6 X10'-0'. ALL WHO INCLINED TO CORE, 5/6 X10'-0'. ALL WHO INSPECTION SLEEKS.
 - MSTALL AN EQUIPMENT GROUNDING CONDUCTOR IN ALL CONDUCTIONS IN COMPLIANCE WITH THE VERZON SPECIATIONS AND REC. THE EQUIPMENT GROUNDING CONDUCTIONS SALL OR BRONDD AT ALL JUNETIAN BOILES, PULLBOILES, DISCONNETT SMITCHES, AND EQUIPMENT CABRIETS
- F. OTHER MATERIALS:
- 1. THE CONTRACTOR SHALL PROMOE OTHER MATERALS, THOUGH NOT SPECIFICALLY DESCRIBED, WHICH ARE REQUIRED FOR A COMPLETELY OPERATIONAL SYSTEM AND PROPER INSTALLATION OF THE WORK. 2. PROVIDE PULL BOXES AND JANCTION BOXES WHERE SHOWN OR REDURED BY NEC.
 - G. PANELS AND LOAD CENTERS:

1. ALL PANEL DIRECTORIES SHALL BE TYPEWRITTEN.

- all materal and equenent shall be installed in strict accordance with the manufactureit's recommendations
- B. EQUIPALENT SHALL BE TIGHTLY COMPRED AND PROTECTED AGAINST DRITT OR WATER, AND AGAINST CHEMICAL OR MECHANICAL INJURY DURING INSTALLATION AND CONSTRUCTION PERIODS.

3.2 LABOR AND WORKIAMISHIP

- a, al Lador for the installation of waterals and equivalnt prinshed for the electrical system shall de installed by experienced wirelien, in a neat and workman—line wanter. B. ALL ELECTRICAL EQUIPMENT SYALL BE ADJUSTED. AJCHED AND TESTED BY THE COMPACTOR AS REQUIRED TO PRODUCE, THE INTENDED PERFORMANCE.
- C. UPON COLPILITION OF WORK, THE CONFRACTOR SWAL THOROUGHLY CLEM ALL EMPOSED. ECOPHICINE ALL LUGELS, AND ANY DEBYOR, CRAING OR CARTONS AND LEAVE THE INSTILLATION PROJECT FOR DEPENDENTIAN.

A THE CONTRACTOR SAUL COORDINATE THE INSTALLATION OF ELECTRICAL ITEMS WITH THE TOTAL OPHER-TURNSHED COUPLERT DELIVERY SCHEDLE TO PREVENT INVESTIGATION OF THE TOTAL WORK.

- PROVIDE RICID PAC SCHEDULE BO COHOUTS FOR ALL RISERS, RIAC OTHERWISE NOTED BUT MAY BE INSTALLED FOR EXTERIOR CONOUNTS WHERE NOT SUBJECT TO PHYSICAL DAMAGE. all electrical wring shall be installed in conduit as specified, no comput or tubing of Less tham 3/4 inch trade 92e.
- INSTALL SCH. 40 PMC CONDUIT WITH A MANAGAN COVER OF 24" UNDER FIOLOWINS, PARROHG LUTS, STREETS, AGO ALFES, COVENT SALL HAVE A MAILAM COVER OF 18" IN ALL OTHER MOH-TRAFFIC PHYCLOXINGS (FIETER TO 2008 HES, TABLE 300 S).
- LOSE GALMANDO FLORES ESTEL COMUNI WHERE CONTICIONNELLOS TO COMUNIONY WITH WARRAND. WE FOR ESSE OF MANTENANCE, USE LOUID THAT FLORE FEILL, COMUNI FOR OUTDOOK SHOULD CONTICIONS. MICH INVISION ON SUPPORT TO ALLINE FOR EDWARDEN AND CAMBELTON.
 - A RIM OF CONDUIT BETWEEN BOXES OR EQUIPMENT SHALL NOT COMFAM MORE THAN THE EQUIPMENT OF THREE DUNTER-RENDS CONDUIT BEND SHALL DE MADE WITH THE UL LUSTED BEXIDER OR FACTOR OF DESEE CLIBURY MAY BE USED.
- - TIELD FABRICATED COMBUSTS SHALL BE CUT SOLMPE WITH A COMBUST CUTTING TOOL AND REALED TO PROMBE A SHOOTH MISDE SUMPACE.
 - PROVIDE INSULATED GROUNDING BUSHING FOR ALL CONDUITS.
- DOTRACTOR DESPONSALE, FOR PRITECTION, ALL CONDUITS, QUARTE, CONSTITUTION, TILDODAY UNDERSTORE DESPONSALE, FOR MACEURE OF REPED TO PRECEDE DATES. AND COMPACTOR STATES SALL REPLACED ON CAPPED TO PRECEDE DATES. AND CANADOT BE FELLOCED.
 MATERIALE TO ANOMOTHE FELLOCED.
- all conduts shall be swabed clean by paling an approprate size wagnet, inhough the Condut before netallation of conductors or carles conduit shall be free of dirt and Debass.
- INSTALL 2" HIGHLY VISIBLE AND DETECTABLE TAPE 12" ABOVE ALL UNDERGROUND CONDUINS AND CONDICIONS.

10. INSTALL PULL STRINGS IN ALL CLEAN EMPTY CONDUITS. IDENTITY PULL STRINGS AT EACH END.

- 12. CONDUITS SHALL BE INSTALLED IN SUCH A WARNER AS TO INSURE AGAINST COLLECTION OF TRAPPED CONDENSATION.
- PROMOE CONE DRILING AS METESSARY FOR PERFENDINGS TO ALLOW FOR RACEWAYS AND CARLES TO BENEFORD TO MACHINE ALLOWERS. SELECTS AND FOR PERFENDINGS IN THE RATIO CHARACTORN SHALL BE EFFECTIVELY SCLAD WITH REF RETEX MITERAL PROJECTS AND MACHINES ALL MACHINE PRESENCE OF WHITE, SLADGE, FIRE, AND FUNES, ALL METENAL SHALL BE LA PROPOSE.
 - CONDUCTORS AND CABLE
- PHASE A PHASE B PHASE C NEUTRAL GROUNDING



SPLICES SHALL BE MADE CHLY AT OUTLETS, JUNCTION BOXES, OR ACCESSIBLE PACEMAY CONDUITS. APPROVED FOR THIS PLIPPOSE.

- 3. PULLING LUBRICANTS SHALL BE UI. APPROVED, CONTRACTOR SHALL USE INLON OR HEMP ROPE FOR PULLING CONDUCTOR OR CABLES INTO THE CONDUIT.
- CORES SWILE RAILY TRANED, WINDOT MITRALING, AND RE OF SUFFICIENT IN ALL RIVES AS CORRECTIVE TRANSPORTED TO THE STETCHER OF THE STATE AND AN ADMINISTRY OF USE AS CORRECTIVE OF THE STATE OF

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C. DISCONNECT SWITCHES:

- INSTALL DISCONNECT SWITCHES LEVEL AND PLUMB. CONNECT TO WIRING SYSTEM AND GROUNDING SYSTEM AS INDICATED.
- PROVIDE ELECTRICAL CROANDING AND BONDING SYSTEM INDICATED WITH ASSEMBLY OF MATERIALS, INCLUDING ELECTRICAE, BONDING JUMPERS AND ADDRICAM, ACCESSORIES AS REQUIRED FOR A COMPLETE BASILATION.
- I CEDENGRAG CONSCITIOS SAUL PROME A STANGET DORNAUGO PART DE DORNOU WITH ABOUND BEIN DA RECORNED, GEORNIQUE CONACITORS SAUL NOT BE LODGED ON SAMBOY BEIN ROUTE POSSBEL TO MARKET HANGER VOLVIOR REGISSOUND IN THE SHOPTEST AND STRAGNIEST PARIS POSSBEL TO MARKET THANGER VOLVIOR REGISSOUND IN THE SHOPTEST AND STRAGNIEST PARIS
- MARTEN GROUNDER, AND BOUNDER, ONBECTERS, ROLLONG, SERVES, AND BOLS, SER ACCEDENCE WIN MARKENERS REALISED DROLE TRATEMEN WALES FOR CONNECTORS AND BRIS, WHEE WHINK-KETHERS TORAGENE OR ROLLONG WALES FOR CONNECTORS TO COMBY. WHINK-KETHERS TORAGENE OR TO MANABLE, IT OF ASSET PRIMARED AND FRETURE GROUNDER.
 - CONTRACTOR SWAL VERBY THE LOCATIONS OF GROUNDING TE-IM-POINTS TO THE EXISTING GROUNDING SYSTEM, ALL INDERGROUNDING OSTOLOWING CONNECTIONS SYRILL BY MADE BY THE EXCITATIONS.

 WITH THE LANGINGTONING SHEET SYSTEM TOWNS TO THE STOTHER WELLO WITH THE LANGINGTONING.

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- AL GROUNDING COMPECTIONS SHALL BE INSPECTED FOR TIGHTNESS. EXCITICIBLE WELDED SCHALTING SHALL BE APPROVED BY THE INSPECTION HAVING LIBRISDICTION BEFORE BEING PERMANENTLY COMPERTED.
- APPLY CORROSION—RESISTANCE FINISH TO FIELD COMMECTIONS AND PLACES WHERE PLCTORY APPLED PROTECTIVE CONFIGES MAY BEEN DESSTOYED. USE KOPR—SHELD ANTI—OXIBATION COMPICIAND ON ALL COMPRESSION GROLAMBOR CONNECTIONS.
 - A SEPARATE, CONTINUOUS, INSULATED EQUIPMENT GROUNDING CONDUCTOR SHALL BE INSTALLED IN ALL FEEDER AND BRANCH CIRCUITS.
 - BOND ALL MISLAMED GROUNDING BUSHINGS WITH A BARE 6 ANG GROUNDING CONDUCTOR TO A GROUND BUS.

CHECKED BY:

- DRECT BURED GROUNDING CONDUCTORS SHALL BE INSTALLED AT A HOURING DEPTH OF 30" LINHIGUIN BELOW GRADE, OR 8" BELOW THE FROST LINE, USE THE GREATER OF THE TWO DISTANCES. 10. ALL GROUNDING CONDUCTORS EMBEDGED IN OR PENETRATING CONCRETE SHALL BE INSTALLED IN SCHEDULE 40 PAC CONDUIT.
- THE INSTALLATION OF CHEMICAL ELECTROLITIC GROUNDING SYSTEM IN STRICT ACCORDANCE WITH MANUFACTURES'S INSTRUCTIONS. RELOYS: SCALING TAPE FROM LEACHING AND BREATHER HOLES. INSTALL PROTECTIVE BOY FLUSH WITH GRADE. 15, IF COUN IN THE ICE BRODGE IS WORE THAN 8 FT. FROM THE GROUND BUR AT THE BASE OF THE TOWER, A SECOND GROUND BURN MILL BE WEED AT THE DOT THE ICE BRODGE, TO GROUND THE COUNT CARE GROUNDS KITS AND IM—LINE, ARRESTORS
 - 13. CONTRACTOR SAUL REPARA, AND/OR REPLACE, EXSTING GROUNDING SYSTEM CONPONENTS DAMAGED DURING CONSTRUCTION AT THE CONTRACTORS EXPENSE.

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- A. CERTATED PERSONNEL USANG CERTIFED EQUIPADAT SWALL PERFORM REQUIRED TESTS AND SUBMIT WRITTEN TEST REPORTS UPON COMPLETION.
- RELUCIONE MANCHE WRICHMASSER ES CARAIN AND TO COMPLY WITH THE SERVICES AND REPLACED REQUIREMENTS. THE WHI-COMPLING TIBES SHALL BE RESUNDED THAN THE PRECIFIED STEEL WHITE PROJECT SHE AND REPLACED WON-COMPLIANCE.
- TEST PROCEDURES
- All Telebric Sull, Have Nelsanday Testo apter restruction Before connection to devices the conductors sall the first first many same theology and grounds. First conductions sall be for the hande lost 1000 do. Propage whethe documentably that its firsules. PRIOR TO ENERGIZING CIRCUITRY, TEST WIRING DENCES FOR ELECTRICIAL CONTINUITY AND PROPER POLARITY CONNECTIONS.
- MÉNSURE AND RECORD VOLTAGES BETWEEN PHASES AND BETWEEN PHASE COMOUCTORS AND NEUTRALS. SUBMIT A REPORT OF (MAX)MUM AND MINADIA VOLTAGES
 - PRROBA GROUNDING TEST TO MEASURE GROUNDING RESISTANCE OF GROUNDING SYSTEM USING THE REE SYMMOND S-POWET THAT, OFF POWED, RORMONE DESTROITED TEST VALUES AND LOCATION STATEMENTED THE FEMALERS AND LOCATION SECTOR, RORP THE EDWARDER IMMEDIATELY IF MESURED WALLS IS OFFR 5 OFMS.

WEX LEX 6/7/2/3/00/AL END (24010)

IT IS A VOCATION OF LAW FOR ANY PERSON, MESS THEY ANY ATTING UNDER THE DIRECTION OF A LICENSED PROFESSION, ENGINEER, TO ALTER TAS DOCUMENT.

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GENERAL ELECTRICAL NOTES SHEET TITLE

SP3

