Verizon ID: NM4 Marcy St.

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

This LEASE AGREEMENT (<u>Lease Agreement</u>) is entered into this <u>loth</u> day of <u>october</u>, 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 <u>Party</u>).

### 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 portion of the city-owned Santa Fe Community Convention Center (SFCCC). The leased premises consist of approximately one hundred (100) square-feet of surface area on the roof surface of the SFCCC elevator structure, six (6) vertical feet of air space above the existing roof surface of the SFCCC elevator structure, and designated space within the interior of the walls of the building structure (the City Building) (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 and building known as 201 W. Marcy Street located within the municipal boundaries of the City of Santa Fe, in the County of Santa Fe, State of New Mexico (the Property), whereon Lessor owns and maintains the City Building for community convention center purposes (the Primary Use).

B. Lessee acknowledges that the Premises is necessary to serve the Primary Use and, that to the extent the City Building 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 Premises 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 Premises 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 November 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

**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, the Property. The Pre-Construction Meeting shall be conducted at the Property no less than ten (10) days prior to the commencement of installation and construction. Lessee 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.
- C. Existing Telecommunication Equipment. Lessee has installed temporary telecommunication equipment on the Property prior to the Effective Date pursuant to a License Agreement between the Parties dated August 17, 2018 (City Item# 18-0934). Lessee may continue to maintain and utilize, at Lessee's sole cost and expense, any existing, Lessee-owned temporary telecommunication equipment located on the Property on the Effective Date during the initial installation and construction of Lessee's Communication Facility. Lessee shall, within fourteen (14) days of Lessee's Communication Facility being placed into service, remove all such temporary telecommunication equipment from the Property and return the Property to the condition that existed prior to the installation of the temporary telecommunication equipment.

### 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 W. Marcy Street (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 One Thousand Five Hundred Dollars (\$1,500) 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 Property in good repair as necessary to support Lessee's Communications Facilities and as required by all federal, state and local laws.

### 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 Releases) 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 (<u>Disputed Sums</u>) 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. 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. <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. <u>Termination by Either Party</u>. 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: City Manager 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. 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, Charter 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. <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. <u>Notice, Participation, and Expenses</u>. 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. 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. <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.]

	ve caused this Lease Agreement to be effective as
of the Effective Date specified herein.	LESSOR:
	CITY OF SANTA FE
	am_
	ALAN M. WEBBER, MAYOR
ATTEST:	,
YOLANDA Y. MIGIL, GITY CLERK	
APPROVED AS TO FORM:	
117 11	
ERIN K. McSHERRY, CITY ATTORNEY	
APPROVED:	
Maya Meran	
MARY T/McCOY, FINANCE DIRECTOR	M
BUS.UNIT/LINE ITEM: <u>51100.460350</u>	
	VERIZON WIRELESS (VAW) LLC d/b/a VERIZON WIRELESS  CLIFTON CASEY, EXECUTIVE DIRECTOR NETWORK FIELD ENGINEERING  Desmond Jackbir  Director-Network Field Engineering
STATE OF ARIZONA )	LEDGEMENT Decisi-Network First Engineering
) ss.	
COUNTY OF MARICOPA )	
The foregoing instrument was acknowled 2018, by Climon Casey, Verizon Wireless (VAW) LLC d/b/a Verizon W	Director – Network Field Engineering,
	NOTARY PUBLIC
My Commission Expires: D6/01/2021	
(SEAL)	Notary Public State of Arizona

### EXHIBIT A

[SEE ATTACHED SHEETS]

# /erizor

verizon<sup>v</sup>

4821 EUBANK NE ALBUQUERQUE, NIJ 87111

VZW PROJECT #: 20181747223
ASSESSOR'S PARCEL NO. 910-017-951
201 W MARCY ST
SANTA FE, NM 87501
SANTA FE COUNTY
EXISTING 40'-5" BUILDING
OVERALL HEIGHT: 40'-5" A.G.L. **NM4 MARCY ST** 

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PROFESSED.

GENERAL NOTES

2012 INTERNATIONAL BUILDING CODE OR LATEST EDITION
2014 NATIONAL ELECTRICAL CODE
TA-222-G OR LATEST EDITION

ENGINEERING

### VICINITY MAP 201 W Marcy St. Senta Fe, NM 87501 Cura Cuera Bevi & 4. LOCATION MAPS 35 6 Grant Ave Art so ira fe TOURISM SOME OF PH Sheridan Ave Collections 201 W Marcy St, Santa Fe, NM 87501 A Cattery Sonia ke Silveri Silver

PARCEL #:

TYPE 3-HISTORICAL BOARD/PUBLIC HEARING

URISDICTION MOUND ELEVATION:

CITY OF SWITA FE 6,990.27" AMSL ONGITUDE (NAD 83): 105' 58' 20.18" W ATTTUDE (NAD 83): 35' 41' 24.23" N

OCCUPANCY GROUP:

SANTA FE 910-017-951

ISSUED FOR PERMIT
NOT TO BE USED FOR CONSTRUCTION

CHECKED BY:

PROJECT NO:

BLACK & VEATCH CORPORATION 8965 S EASTERN AVENUE, SUITE 325, LAS VEGAS, NV 89123 BLACK & VEATCH

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APPROVALS

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PROPERTY OWNER: ADDRESS:

CITY OF SANTA FE PO BOX 909 SANTA FE, NM 87501

SITE INFORMATION

SITE CONTACT:

JACKIE ANDERSON (305) 690-5675 VERIZON WIRELESS

> THE FOLLOWING PARTIES, HERETY APPROVE AND ACCEPT THESE DOCUMENTS AND AUTHORIZE THE SUBCONTRACTION TO PROCEED WITH THE CONSTITUTION DESCRIBED HEREM, ALL DOCUMENTS ARE SUBJECT TO RENEW BY THE LOCAL BUILDING DEPARTIEDT AND MAY IMPOSE CHANGES ON MACHINETINGS. SITE ACO MANAGERI VERIZON PM: ROPERTY DWNER: DATE: DATE

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DRIVING DIRECTIONS

BLACK & VEATCH CORPORATION
422 LIVE CAX CT. NE
ALBIQUERQUE, NA 87122
COMFACT: NAY MCKENZIE
PHONE: (41) 458-6771
EMAIL: McKenziellebv.com

SITE\_ACQUISTION/ZONING

VERZON WIRELESS
4021 EUBAAK NE
ALBUQUEROUE, NIM 87111
CONTACT: DAN LYONS
PHONE: (480) 752-7277
EJAMI:

BLACK & VEATCH CORPORATION 8965 5 EASTERN AVE, SUITE 325 LAS VEAS, RV 89123 CONTACT: VICTOR HUNGERFORD PHONE: (913) 458-1029 FILLII:

ROJECT MANAGER

ENGINEER

PROJECT TEAM

TELEPHONE COMPANY: -

OWER COMPANY: DINSTRUCTION TYPE:

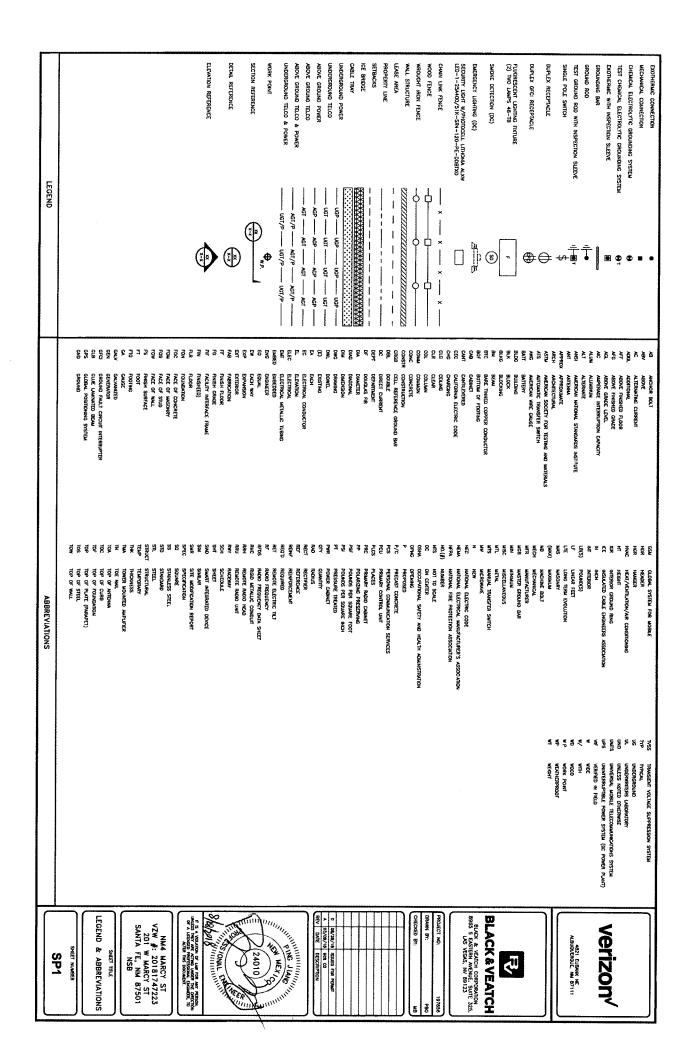
UTILITIES PROTECTION CENTER, INC. 811 SERVICE ALERT

> NM4 MARCY ST
> VZW #: 20181747223
> 201 W MARCY ST
> 201 W MARCY ST
> SANTA FE, NM 87501
> NSB IT IS A VIOLATION OF LAW FOR ANY POSSON,
> MALESS THEY ARE ACTING UNDER THE DISCITION
> OF A LICENSED PROFESSIONAL DIGINALES, TO
> ALTER THIS DOCUMENT.

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INDEX SHEET

SHEET TITLE



# GENERAL CONSTRUCTION NOTES

### GENERAL CONSTRUCTION

- FOR THE PURPOSE OF CONSTRUCTION DRAWNOS, THE FOLLOWING DEFINITIONS SHALL APPLY:
  GENERAL CONTRUCTION DYERLAND CONTRUCTING INC. (BAV)
  CONTRUCTION;
  DWIGHT VERIZON
- ALL SITE WORK SHALL BE COMPLETED AS INDICATED ON THE DRAWINGS AND VERIZON PROJECT SPECIFICATIONS.
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  AND COMPITY WITH ALL LAWS, DEDINANCES, RALES, REGULATIONS, AND LAWFILL ORDERS OF ANY PUBLIC
  ALITHAMENT REJURCION THE PREFORMANCE OF WORN.
- SPECIFICATIONS AND LOCAL JURISDICTIONAL CODES, OPDINANCES, AND APPLICABLE REGILATIONS.
- UNLESS NOTED OTHERWISE, THE WORK SHALL INCLUDE PURNISHING MATERIALS, EQUIPMENT, APPURTEAUNCES, AND LABOR NECESSARY TO COMPLETE ALL INSTALLATIONS AS INDICATED ON THE
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- THE CONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURER'S RECONMENDATIONS UNLESS SPECIFICALLY STATED OTHERWISE.
- IF THE SPECIFED EQUERARY CANNOT BE RETALLED AS SHOWN ON THESE DRAWNINGS, THE COMPACTOR SHALL PROPOSE AN ALTERNATIVE MISTALLATION SPACE FOR APPROVAL BY THE ENCINEER PROPE TO PROCEEDING.
- GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFETY OF WORK AND, AUMODIT ARGUS AND BULDING OCCUPANTS THAT ARE LIKELY TO BE ANTECTED BY THE WORK LINGUR THIS CONTRACT. WORK SHALL COMPRIA TO ALL OSHA REQUIREMENTS AND THE LOCAL JURISDICTION.
- GENERAL CONTRACTOR SHALL COORDINATE WORK AND SCHEDULE WORK ACTIVITIES WITH OTHER DISCIPLINES.
- ERECTION SMIL, BE DONE IN A WORKMANUE MANNER BY COMPETENT EXPERIENCES WORKMAN IN ACCORDANCE WITH APPLICABLE CODES AND THE BEST ACCEPTED PAICTICE, ALL MEMBERS SWILL BE LAID PLIMB AND HIME AS INDICATED ON THE DRAWNOS.
- sea, penetrations through fire rated areas with UL listed waterwas approved by Local Jurisdiction. Contractor small keep area clear, hazard free, and dispose of all debris,
- WORK PREMIASY COMPLIED IS REPRESENDED BY LIGHT SMADE LIKES AND MOTES. THE SCREEN OF WORK PER MISS PROMETED IS REPRESENDED BY OMES ANDED LIKES AND MOTES, COMPANIES AND LIGHT FIRE ESPEKUL COMPLACTOR OF ANY EXISTING CONSTITUTION THAT DEVANTE FROM THE DRAWNIGS PROME TO BECAMING DOCUMENTALISM.
- CONTRACTOR SHALL PROVIDE WRITTEN NOTICE TO THE CONSTRUCTION MANAGER 48 HOURS PRIOR TO COMMENCEMENT OF WORK.
- THE COMPRACTOR SHALL PROTECT EXISTING IMPROVEMENTS, PAMEMENTS, CURBS, LANDSCAPING AND STRUCTURES. NAY DAWNGED PART SHALL BE REPARED AT CONTRACTOR'S EXPENSE TO THE SATISFACTION OF THE OWNER.
- THE CONTRACTOR SHALL CONTACT LITLITY LOCATING SERVICES PRIOR TO THE START OF CONSTRUCTION
- THE GENERAL CONTRACTOR SMALL BE RESPONSIBLE FOR SECURITY OF THE SITE FOR THE DURATION OF CONSTRUCTION UNTIL JOB COMPLETION. GENERAL CONTRACTOR SHALL COORDINATE AND MAINTAIN ACCESS FOR ALL TRAGES AND CONTRACTORS TO THE SITE  $M\Phi/DR$  BUILDING.
- THE GENERAL CONTRACTOR SMALL MANTAIN IN GOOD CONDITION ONE COMPLETE SET OF PLANS WITH ALL REVISIONS, ADDENION, AND CHANGE ORDERS ON THE PROJECTS AT ALL TIMES.
- THE GENERAL CONTRACTOR SALL PROMOTE POPTABLE FRE ETHIOLOGISHERS WITH A BATHG OF NOT LESS THAN 2-A, OR 2-A-10-BC. AND SHALL IR WITHIN 25 FEET TRAVEL DISTANCE TO ALL PORTIONS OF WHERE THE WORK IS BEING COMPLETED DURING CONSTRUCTION.
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- THE AREAS OF THE OWNER'S PROPERTY DISTURBED BY THE WORK AND NOT COMERCO BY THE TOWER, EQUIPMENT OR DRIVENWY, SHALL BE GRADED TO A UNIFORM SLOPE, AND STABILLED TO PREVENT EROSION.
- TRACTOR SMALL MANUEZ DISTURBANCE TO THE EXERNA SITE DURING CONSTRUCTOR. EROSON
  TROC. MESCHRES, PERCOMERD DURING CONSTRUCTOR, SCALL BE IN CONFORMANCE WITH THE FEDERAL
  LOCAL JURISDICTION FOR EROSON AND SEDMENT CONTROL.
- no fill or embankment material shall be placed on frozen grounding, frozen materials, show or kee shall not be placed in any fill or embankment.
- THE SUBSIANCE SMALL BE BROUGHT TO A SUADITH UMFROM GRAVE AND COMPACTED TO SES PERSONS THAN BROUGHT TO A SUADITH UMFROM GRAVE AND OF PRECENT STANDARD PROCEDS TO MODE SMALE ALL TRENCHESS AND PRIBLE REGIT OF WAY SHALL BE BECKFILLD WITH FLOWAGE FALL OR OTHER MALTERIAN PRE-APPROXIDE BY THE LOCAL JURISDICTION.
- all necessary rubbish, stumps, debris, sticks, stones, and other refuse shall be removed from the site and disposed of in a lawful manner.

- ALL BROCKINES, OPERATING AND WANTENANCE MANUALS, CATALOGS, SHOP DRAWNICS, AND OTHER DOCUMENTS SHALL BE TURKED OVER TO THE GENERAL COMPACTOR AT COMPLETION OF CONSTRUCTION AND PROPE TO PAYMENT.
- CONTRACTOR SHALL SUBJET A COMPLETE SET OF AS-BUILT REDUNES TO THE GENERAL CONTRACTOR UPON COMPLETION OF PROJECT AND PRIOR TO FINAL PAYMENT.
- CONTRACTOR SHALL LEAVE PREMISES IN A CLEAN CONDITION
- THE PROPOSED FACILITY WILL BE UNMANNED AND DOES NOT REQUIRE POTABLE WATER OR SEMER SERVICE, AND IS NOT FOR HUMAN HABITAT (NO HANDICAP ACCESS REQUIRED).
- occupancy is umited to periodic mantenance and inspection, approximately 2 times per honth By verizion technicians
- NO OUTDOOR STURNGE OR SOLID WASTE CONTAINERS ARE PROPOSED.
- ALL MATERIAL SHALL BE FURNISHED AND WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE LATEST VERIZON GROUNDING STANDARD
- CONTRACTOR SHALL REMOVE ALL TRASH AND DEBRIS FROM THE SITE ON A DAILY BASIS. CONTRACTORS SHALL BE RESPONSIBLE FOR OBTAINING ALL PERMITS AND INSPECTIONS REGARDS FOR CONSTRUCTION IF CONTRACTOR CANNOT OBTAIN A PERMIT, THEY MUST NOTITY THE CENERAL CONTRACTOR MACDIMENT.
- HORDALIDA SHOM) ON THESE DRAWAUS WAS OFFINED FROM SITE YESTS AND/OR DIAMRHOS PROVIDED BY THE SITE OMERS CONTRACTORS SHALL KINTY THE ENHANCES OF ANY DISCREPANCES PRIOR TO ORDERING MATERIAL OR PROCEEDING WITH CONSTRUCTION.
- no white strobe eights are permitted. Lighting if required, will meet fa standards and regulrements.
- ALL CONVAL CABLE INSTALLATIONS TO FOLLOW MANUFACTURER'S INSTRUCTIONS AND RECOMMENDATIONS
- ANTENNA MOUNTING descan and construction of antenna supports small conform to current ansi/ta-222 or applicable local codes
- ALL STEEL MATERIALS SHALL BE GALVANZED AFTER FABRICATION IN ACCORDANCE WITH ASTM A123 "ZING (HOT-DIP GALVANZED) COATAINS ON IRON AND STEEL PRODUCTS", UNLESS NOTED OTHERWISE. ALL BOLTS, ANDHORS AND MISCELLANEOUS HARDWARE'S WALL BE OUTWARZED IN ACCORDANCE WITH ASTA ALLS COLOR OFFERWISE.
- DAMAGED GALYANIZED SURFACES SHALL BE REPARED BY COLD GALYANIZING IN ACCORDANCE WITH ASTM A750.
- all antenna mounts shall be astalled with lock nuts, double nuts and shall be torqued to manufacturer's recommendations.
- CONTRACTOR SWALL HISTALL AFTERNA PER MANUFACTURER'S RECOMMENDATION FOR INSTALLATION AND GROUNDING
- .7 all unused ports on any antennas shall be terminated with a 50-ohm load to ensure Antennas perform as designed
- PROR TO STIME AFTERN AZHUTIS AND DOMNITS, MITINA CONTRACTOR SMIL, CHECK THE ANTIDAN MOUNT FOR FORMESS MOUBLINE THAT FOR ME PLUME ANTERNA AZHUTIS SMILL BE SET PROM TRICK KARTH, AND DE GABLITED WITHER AT M. SECRETARD BY THE SUR ANTERNA DOMNITLIS SMILL BE RITHRY SET AS DESENDED BY THE SURF.
- ģ JUMPERS FROM THE TWA'S WAST TERMINATE TO OPPOSITE POLARIZATION'S IN EACH SECTION.
- compactor shall record the serva. I, sector, and position of each actuator installed at the antenials and provide the recordanceon to verizon.
- Tha's shull be hounted on Pipe drectly behand antenans as close to antena as feasible in a vertical position
- ANTENNAS SHALL HAVE A 3'-0" MIN CENTER TO CENTER HORIZONTAL SEPARATION
- TORQUE REQUIREMENTS FOR RE COMPONENT CONNECTIONS (NON-STRUCTURAL)
- ¥ 5 ALL RF CONNECTIONS SHALL BE TIGHTENED BY A TORQUE WRENCH.
- A. RF CONNECTION BOTH SIDES OF THE CONNECTOR ALL OF CONNECTIONS, GROUNDING HARDWARE AND ANTENIAN HARDWARE SHALL HAVE A TORQUE WARK ANSTALLED IN A CONTINUOUS STRAIGHT LINE FROM BOTH SIDES OF THE CONNECTION.
- GROUNDING AND ANTENNA HARDWARE ON THE NUT SIDE STARTING FROM THE THREADS TO THE SOLID SURFACE. EXAMPLE OF SOLID SURFACE: GROUND BAR, ANTENNA BRACKET METAL.
- ALL 12M ANTENNA HARDWARE SHALL BE TIGHTENED TO 43 LB-FT (58 HM). ALL BM ANTENNA HARDWARE SHALL BE TIGHTENED TO 9 LB-FT (12 NM).
- ALL GROUNDING HARDWARE SHALL BE TIGHTENED UNTIL THE LOCK WASHER COLLAPSES AND THE GROUNDING HARDWARE IS NO LONGER LOOSE.
- ALL DIN TYPE CONNECTIONS SHALL BE TIGHTENED TO 18-22 LB-FT (244 29.8 NM).
- ALL N TYPE CONNECTIONS SHALL BE TIGHTENED TO 15-20 LB-IN (1.7 2.3 NA).

# FIBER & POWER CABLE MOUNTING

- THE FEET OPTIC TRUMK COLEUS SMALL BE INSTALLED WITO COMDUTE, CHAMPIL, CALLE TRAYS, OR COLE. TRAY, MERCH ASSTALLAND FOR DATE THANK COLEUS AND A CAUGH THAN ASSTALL THE STATLED BETTERS HE GOOD ASSTALLAND FOR THE THE COLEUS AND A PARTITION SHAREST SMALL BE INSTALLED BETTERS HE GOOD HAVE CAUGHS THANK CALLES SMALL HAVE AND THE FAIRE DATE IN CAUGHS HAVE CAUGHS SHARE CAUGHS HAVE CAUGHS THANK CAUGHS SHARE CAUGHS HAVE AND ASSTALL MEN'S AND ASSTALLAND HAVE AND ASSTALLAND H
- THE TYPE TO FIT CHEETS SHALL BE WETHLED WITD COMMUNE COMMENT CHEET TRANS, OF CHEET THE AND HE SCREENED AN HERMAN WITD DECEMBEN OF SIX TEST, AN EXPENSE THE TOP THE CHEET SHALL BE FERNANCED TO MAKE A TRANSFER CHEET SHALL BE FERNANCE TO MAKE A TRANSFER CHEET CHEET CHEET SHANL CHEET SHALL BE THE DECEMBEN A DECEMBEN (TABLES SHALL BE DECEMBEN A DECEMBEN (TABLES SHALL BE DECEMBEN A DECEMBEN TABLES SHALL BE DECEMBEN A DECEMBEN THE SHALL BE DECEMBEN A DECEMBEN THE SHALL BE DECEMBEN AND THE SHALL BE DECEMBEN THE SHALL BE DECEMBEN THE SHALL BE DECEMBEN.
- when installing offic fiber trunk cables or type TC—er cables into combutts, nepa 70 (Nec) Afficle 300 rules small apply.

# COAXIAL CABLE NOTES

- TYPES AND 3275 OF THE AMERINA CABLE ARE BASED ON ESTIMATED LEACHS, PRIOR TO GEOGRAG CABLE, COMPACTER SHALL YEARY, ACTIMAL LEAGHT, BASED ON CONSTRUCTION LAYOUT AND HOTHEY THA PROJECT MANAGER IF ACTUM, LEWGINS EXCEED ESTIMATED LENGTHS.
- 82. CONTRACTOR SHALL VERIEY THE DOWN-TILT OF EACH ANTENNA WITH A DIGITAL LEVEL.

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- CONTRACTOR SHALL CONFIRM COAX COLOR CODING PRIOR TO CONSTRUCTION
- all jumpers to the antennas from the main transmission line shall be 1/2" du. LDF and shall not exceed 8,–0".
- ALL CONVAL CABLE SHALL BE SECURED TO THE DESIGNED SUPPORT STRUCTURE, IN AN APPROVED MANNER, AT DISTANCES NOT TO EXCEED 4"-0" OC.
- CONTRACTOR SHALL FOLLOW ALL MANUFACTURER'S RECOMMENDATIONS RECARDING BOTH THE WISTALLATION AND GROUNDING OF ALL CONXIAL CABLES, CONNECTORS, ANTENNAS, AND ALL OTHER EQUIPMENT.
- CONTRACTOR SMALL WEATHERPROOF ALL ANTENNA COMBECTORS WITH SELF AMALCAMATING TAPE.

# GENERAL CABLE & COUPMENT NOTES

- 8 CONTRACTOR SWILL BE RESPONSIBLE TO VERBY ANTENNA, TIMES, DPLEXERS, AND COME CONFIGURATION.
- ALL CONNECTIONS FOR HANCERS, SUPPORTS, BRACING, ETC. SHALL BE INSTALLED PER TOWER MANUFACTURER'S RECOUNENDATIONS.
- CONTRACTOR SHALL REFERENCE THE TOWER STRUCTURAL ANALYSIS/DESIGN DRAWINGS FOR DIRECTIONS CABLE DISTRIBUTION/ROUTING.
- ALL COTIONS OF CONNECTORS/CONNECTIONS SAUL BE WATHERMOOTED, DOZETT HIE RET CONNECTORS, USON BRITH, THE LATER HISTALLATION AND THAL CONNECTIONS ARE MADE, BRITH, LIPE SAUL, HIME, A MARIMAN OF ONE—ALM THE BRITH ORDERS, ON LICH IT HISTAN AND EXCL. HIRT SHALL BE HINGPICE THEES, HEATHERMOTHAN SHALL BE SAUCHH WITHOUT BUCKUME, BITH, BLEEDING IS NOT ALLINEED.
- 72. IF REQUIRED TO PAINT ANTENNAS AND/OR COAX:
- A. TEMPERATURE SHALL BE ABOVE 50' F.
- B. PAINT COLOR MUST BE APPROVED BY BUILDING OWNER/LANDLORD
- C. FOR REGULATED TOWERS, FAA/FCC APPROVED PAINT IS REQUIRED.
- D. DO NOT PAINT OVER COLOR CODING OR ON EQUIPMENT MODEL NUMBERS ALL CABLES SHALL BE GROUNDED WITH CONXIAL CABLE GROUND KITS, FOLLOW THE MANUFACTURER'S RECONMENDATIONS.
- 8. GROUNDING AT MID LEVEL, TOWERS WHICH ARE OVER  $200^\circ 0^\circ$ , additional cable grounding regulared. A GROUNDING AT THE ANTENNA LEVEL
- C. GROUNDING AT BASE OF TOWER PRIOR TO TURNING HORIZONTAL
- D. GROUNDING OUTSIDE THE EQUIPMENT SHELTER AT ENTRY PORT.
- E. GROUNDING WISIDE THE EQUIPMENT SHELTER AT THE ENTRY PORT
- all proposed ground bay downleads are to be termanted to the ensure adjacent ground bay downleads a mandau destance of  $a-\phi^*$  below ground day. Termantons have be endherhic or compression.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFING THE ANTENNA AND THE COAX CONFIGURATION IS THE CORRECT MAKE AND MODELS, PRIOR TO INSTALLATION.
- 76. ALL CONNECTIONS FOR HANGERS, SUPPORTS, BRACING, ETC. SHALL BE INSTALLED PER TOWER LANGUFACTURER'S SPECIFICATION & RECOMMENDATIONS.
- AMERIKA CONTRACTOR SMALL FURNISH AND INSTALL A  $10^{\circ}\text{--}0^{\circ}$  T-bodia sector antenna wount, if applicable, including all naroware.

## **BLACK & VEATCH**

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BUACK & VEATCH CORPORATION 8965 S EASTERN AVENUE, SUITE 325, LAS VEGAS, NV 89123

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IT IS A VOLATION OF LAW FOR ANY PERSON, UNLASS THEY ARE ACTING UNDER THE DIFFECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT. Summing. 24010

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GENERAL CONSTRUCTION NOTES

SP2

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# GENERAL ELECTRICAL NOTES

### PART 1 - GENERAL

- 1.1 GENERAL CONDITIONS:
- CONFOCTOR SMALL RESPECT THE EXISTING STIT COMBINIONS PRIOR TO SUBMITTING BIO, ANY CHESTRONS ARSING DUBBIG THE 8ID PEDDO IN REGARDS OF THE CONFORTERS FUNCTIONS, THE SCOPE OF WORS ON ANY ORDER SISTIE EQUITO TO THIS PROJECT SMALL BE BROUGHT UP DUBBIG THE BIO PERSON WITH THE PRAJECT MANGEST PER CLARIFOCKION, AND THIST THE COMPANIELT HAS DEED MANGED.
- . The contractor shall obtain perints, ucenses, wake all deposits, and pay all fees required for the construction performance for the work under this section.
- C. DIAWRIOS SHOW THE GENERAL ARRANGEMENT OF ALL SYSTEMS AND COMPONENTS CONFERO. UNDER THIS SECTION. THE CONTRACTOR SHALL VERIFY ALL DIAISSIONS. DRAWING SHALL NOT BE SCALED TO DETERMINE DIAISSIONS.

1.2 LAWS, REGULATIONS, ORDINANCES, STATUTES AND CODES.

- A CALL WORK SMALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDTION OF THE WITHOUN ELECTROCAL COOK, WAS PLACED, SOMEWARDS, STAINTES AND CODES, COMEN, COMEN,
- A. TRE PRESENTING LISTID BLOW ME EMET OF THIS SPECEFANDS. EACH PRESENTING SHALL BY THE CHARGE THE PRESENT OF THE CHARGE THE SPECEFAND ME SHALL BY THE CHARGE THE PRESENT OF THE PRESENTING WHITE CHARGE THE PRESENT OF THE PRESENTING THE PRESENTING THE PRESENT OF THE PR
- MOS/FEE (MERICAN MOTIONAL STANDARDS INSTITUTE)

  ASTIN (MERICAN SOCIETY FOR TESTING AND MATERNALS)

  NEEL (MANDAM EREPECAL MANAFATHERE'S ASSOCIATION)

  SEMPA (MATERNAL MERICAN ASSOCIATION)

  LU (MADERNATIFIES LABORATORES, INC.)
- WORK UNDER THIS SECTION SWALL CONSIST OF FURNISHING ALL LABOR, MATERIAL, AND ASSOCIATED SERVICES REQUIRED TO CONFLETE REQUIRED CONSTRUCTION AND BE OPERATIONAL
- B. ALL ELECTRICAL EQUIPMENT UNDER THIS CONTRACT SHALL BE PROPERLY TESTED, ADJUSTED, AND ALIGNED BY THE CONTRACTOR.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL EXCAVATING, DRAINING, TRENCHES, BACKFILLING, AND REMOVAL OF EXCESS DIRT.
- D. THE CONTRACTOR SHALL FURNISH TO THE OWNER WITH CERTIFICATES OF A FINAL INSPECTION AND APPROVAL FROM THE INSPECTION ANTHORITIES HAVING JURISDICTION.
- THE COMPACTOR SMALL PREPARE A COMPLETE SET OF AS-BIRLT DEARNISS, DOCUMENT ALL WIRESE CHARACTER COMPOUNDS, MAD CHANGES WHILE DOMPLETING THIS CONTRACT. THE AS-BIRLT DRAWNOS SMALL BE SUBMITTED AT COMPLETION OF THE PROJECT.

### PART 2 - PRODUCIS

- B. ALL TELUS OF MATERIALS AND EQUIPMENT SHALL BE ACCEPTABLE TO THE AUTHORITY HAVING JURISDICTION AS SUTFABLE FOR THE USE INTENDED. A ALL MATERIALS AND EQUIPMENT SHALL BE UL LISTED, NEW, AND FREE FROM DEFECTS.
- C. ALL EQUIPMENT SHULL BEAR THE UNDERWRITERS LABORATORIES LABEL OF APPROVAL AND SHALL CONFORM TO REQUIREMENT OF THE NATIONAL ELECTRICAL CODE.
- OLL OPECUPECH DENCES SMLL HAVE AN MEDRAPHIC CURRENT RUNG THAT SMLL BY GREATER HAND THE SUMMER CONTROL OF MENCH THE AS SUBJECTED, LOODO ACC MANIMAL VERFY ANALYSIS. SOME CROLLING CORRENT DOES NOT CECTED THE RATHO OF ELECTRICAL EQUIPACH IN ACCORDANCE WITH ANTOLE TOLAR MENCH CONSERVATION OF THE CONTROL ON THE MENCH OF THE CONTROL MENCHANT HAND AND THE MENCHANT HAND AND THE CONTROL MENCHANT HAND AND THE MENCHANT HAND AND THE CONTROL MENCHANT HAND AND THE MENCHANT HAND THE ME

### 2.2 MATERIALS AND EQUIPMENT.

- RIGID METAL COMDUIT (RIMC) SMALL BE HOT-DUPPED GALVANZED INSIDE AND DUTSIDE INCLIDING ENDS AND THREID'S AND EMAILED OR LACQUERED INSIDE IN ADDITION TO GALVANZING.
- 2. LIQUIDTIGHT FLEXIBLE METAL CONDUIT SHALL BE UL LISTED.
- CONDUTI CLAMPS, STRUPS AND SUPPORTS SHALL BE STEEL OR MALECABLE BROW, ALL FITTINGS SHALL BE COMPRESSION AND CONCRETE TRIFF TYPE GROWNDING BUSHINGS WITH INSULATED THROATS SHALL BE INSTALLED ON ALL CONDUIT TERMINATIONS.
- NONMETALLIC CONDUIT AND FITTINGS SHALL BE SCHEDULE 40 PMC. INSTALL USING SOLVENT-CEMENT-TYPE JOINTS AS RECOMMENDED BY THE MANUFACTURER.

### I. CONDUCTORS AND CABLE:

- CONDUCTORS AND CAPILE SHALL BE FLAVE—RETARDANT, WOSTIRE AND HEAT RESISTANT THERMOPLASTIC SHIGLE CONDUCTOR, COPPER, TYPE THAY/THAN—2, 800 YOLT, SIZE AS HOICATED, §12 ANG SHALL BE THE MINIMAM SIZE CONDUCTOR USED.
- $\sharp 10$  and smaller conductor shall be sould or stranded and  $\sharp 8$  and and larger conductors shall be stranged. SOLDERLESS, COMPRESSION—TYPE CONNECTORS SHALL BE USED FOR TERMINATION OF ALL STRANDED CONDUCTORS.
- STRAIN—RELET SUPPORTS GRIPS SHALL BE HUBBELL KELLENS OR APPROVED EQUAL CABLES SHALL BE SUPPORTED IN ACCORDANCE WITH THE NEC AND CABLE MANUFACTURER'S RECOMMENDATORS.
- LL COMPUTERS SHALL BE TAGED AT BOTH BIOS OF THE COMBUTER, AT ALL PIUL BOXES, HENDES EXAMPLET AND CAMBETS AND SHALL BE IDENTIFIED WITH APPROVED PLASTIC TAGS (ACTO) CRAFT, BRADY, OR APPROVED EXAM).
- C. DISCONNECT SWITCHES:
- IL LABELED FURNISHED IN NEW 3R ENCLOSING. SOUNCE-DUCK-DUCK-DUCK-BERK. DICKS-BERK. DICKSENDE LOCKAGE, AND INTERDOX WITH CORGE IN CLOSED POSTION, NAVIAK AS NECKTED LOCKAGE, AND CHEROLICK SHIPL CORGENILLY.

  INSCONNECT SMICHES SHALL BE HEAVY DITY, EDAD-FRONT, OLICK-DAKE, DICKS-BERG. APPRIORD COLOR. IN DESCRIPTION OF THE PROPERTY OF THE
- CHEMICAL ELECTROLYTIC GROUNDING SYSTEM:
- RESTAL CHEMICA GROWINGA AS REQUIRED. THE YESTEM SMALL BE EXECUTORYTE MARTENANCE FREE ELECTRODIC CONSISTING OF PROTS WITH A MANUAL JE JAN CE LI EXPENSALLY MELLOS FORMA. PROTECTINE EDITES, MAI BACTRILL MATERIAL MANUFACTURES SMALL BE LINCOLE MI GROWING ROOM PRES ACT-(VS) OF INCHEM AS RECOMENDED.
- SIGNAM ACESS BOX SHALL BE A POLITICATIC BOX FOR MON-TRAFFE APPLICATIONS, MICLIAMAS BOX DOWN FLUSH CONTROL MIT "SECRIFF, INCELS, XII ADDED, MATE ALL DECONNET INTIDES AND CONTROLLING DOWNED BOX DESCRIPTION OF THE MEMORIE LANCOUS MALETIATES MODIFIES AND EXPLORED CONTROLLING BOX MADERIANCE, AND THE ELECTRICAL PROFES SOURCE SCAPPING CONTROL BEACHER CONTROL TO BOX MADERIANCE, AND THE ELECTRICAL PROFES SOURCE.

- 3. BACKFILL MATERIAL SHALL BE LYNCONTE AND LYNCOLE GROUNDING GRAVEL

- CONNECTIONS SMALL DE HOSH-COMMISTRIM", PEUM DUTN, LISTED AND LARGELED AS DOCUMENT CONNECTIONS TON THE MATERIALS DEED USE TRO-LEC COMPRESSOR LICES WITH HEAT STROME FOR RECOMMENT, CONNECTIONS, INTEGOR CONNECTIONS USE TRO-HOLE COMPRESSION LICES WITH RESPECTION WINDOW AND CLEAR HEAT STROME.
- GROUND MODE SHALL BE ENCO \$615000, COPPER-CLAD STEEL WITH HIGH-STRENGTH STEEL CORE
  NAD ELECTROLITIC GRADIE COPPER OUTER SHEATH, MOLITICH MELDED TO CORE, \$/87x10-0°, ALL
  CROUNDING RODS SHALL BE INSTALLED WITH HISPECTION SLEEVES.
- HEYALL AN EQUENCEN RECOMBING COMPUTED BY ALL COMPUNES WHIT HE VERIZON SPECIFICATIONS AND REC THE EQUENCED COMPUNION COMPUTED SPALL BE BONED A ALL LINETION BOXES, PULLBOXES, DISCONNECT SMITCHES, STATTERS, AND EQUIPMENT CABINETS
- PROVIDE PULL BOXES AND JUNICITION BOXES WHERE SHOWN OR REQUIRED BY NEC.

### PART 3 - EXECUTION

- 3.2 LABOR AND WORKMANSHIP: B. EQUIPMENT SHALL BE TIGHTLY COVERED AND PROTECTED AGAINST DRT OR WATER, AND AGAINST CHEMICAL OR MECHANICAL BALIRY DURING INSTALLATION AND CONSTRUCTION PERIODS.
- a all labor for the installation of materials and equipment furnished for the electrical systems. Shall be installed by experienced birened, in a neat and horkman—like manner.

DIRECT BURIED GROUNDING CONDUCTORS SHALL BE INSTALLED AT A NOWARK, DEFTH OF 30" MINIMUM BELOW GRADE, OR 6" BELOW THE FROST LINE, USE THE GREATER OF THE TWO DISTANCES.

A SEPARATE, CONTINUOUS, INSULATED EQUIPMENT GROUNDING CONDUCTOR SHALL BE INSTALLED IN ALL FEEDER AND BRANCH CIRCUITS.

BOND ALL INSULATED GROUNDING BUSHANGS WITH A BARE 5 AWG GROUNDING CONDUCTOR TO A GROUND BUS.

JAPYY CORROSON—RESERVACE PINSH TO PILLO CONNECTIONS AND PLACES WHERE FACTORY APPLIED PROTECTIVE COUNTRY MAYE BEEN DESTROYCE. USE NOTIN-SHEED ANTI-OXIDATION COMPOUND ON ALL COMPRESSION GROUNDING CONNECTIONS. ALL GROUNDING COMMECTIONS SHALL BE INSPECTED FOR TIGHTNESS, EXCINEBALC WELDED CONNECTIONS SHALL BE APPROVED BY THE INSPECTION HAWING JURISDICTION BEFORE BEING PERMANENTLY CONCEALED. CONTRACTOR SWALL YERY THE LOCATIONS OF GROUNDING TIE—H—POINTS TO THE EXISTING GROUNDING TO STEEL ALL INDEPENDENT OF THE LOCATIONS SWALL BE LANGE BY THE EXCITABLIC WELD PROCESS AND INSTALLED IN ACCORDANCE WITH THE LANGEFACTURER'S INSTRUCTIONS. TIGHTEN GRUNDANG AND BROWNE CONNECTIONS, MALLIAMS CROSSIS AND BATTS, IN ACCORDANCE WITH MANUFACTURERY STREAMS TO TROOKE FORTED BY A LET OF CONNECTIONS TO COURSE, TO SEE A WARFETTERS TO TROOKE AND BATTS AND RESERVED TO COURSE FOR CONNECTIONS TO COURSE, WITH TO CONNECTIONS TO COURSE OF THE PROPERTY OF THE COUNTRY OF THE PROPERTY OF THE COUNTRY OF THE PROPERTY OF THE PROPERTY OF THE COUNTRY OF THE PROPERTY OF THE all, erdummen comments smil prome a straight dominade pain to ground may around bein as grounded comments smil mot comment of the comments smill bein as recommended the smill being and comments and comments to ground in the smillstam and straight present to make the transfer transfer to comment transfer to comment transfer transfer to comments.

- B. ALL ELECTRICAL ECUIPMENT SHALL BE ADJUSTED, ALCHED AND TESTED BY THE CONTRACTOR AS REQUIRED TO PRODUCE THE INTENDED PERFORMANCE.

### HISTALLATION:

- all electrical whike saul. Be installed in conduit as specified, no conduit or tubing of less than 3/4 inch trade size.
- PROVIDE RIGHD PAC SCHEDULE 80 CONDUITS FOR ALL RISERS, RIAC OTHERWISE NOTED, ENT MAY BE INSTALLED FOR EXTERIOR CONDUITS WHERE NOT SUBJECT TO PHYSICAL DAMAGE.

E MESI MATEM, ADJON MOREMANDIN E TOMBO DET TO COMPT WITH THE SPECIFED RECORDER THE THE SPECIFED RECORDER THE MORE THAT HE RECORD THE PRINCES STEEL AND REPLACED WITH TELLS COMPTINED WITH THE SPECIFED RECORDERENTS PROMPTLY AFTER RECORD OF MOTICE FOR MOTICE FOR A CERTIFIED PERSONNEL USING CERTIFIED EQUIPMENT SHALL PERFORM REQUIRED TESTS AND SUBINT WRITTEN TEST REPORTS UPON COMPLETION.

13. CONTRACTOR SMALL REPAIR, AND/OR REPLACE, EXISTING GROUNDING SYSTEM COMPONENTS DAMAGED DURANG CONSTRUCTION AT THE CONTRACTORS EXPENSE. 12.15. IF COAX ON THE LEE BRIGGE IS MORE THAN 6 FT, FROM THE GROUND BAR AT THE BASE OF THE COAX CABLE GROUNDING KIND AND IN-LINE MREEDED AT THE END OF THE ICE BRIDGE, TO GROUND THE COAX CABLE GROUNDING KITS AND IN-LINE ARRESTORS 11. THE INSTALLATION OF CHEUNCH, ELECTROLYTIC GROUNDING SYSTEM IN STRUCT ACCURACNICE WITH MANUFACTURERY'S INSTRUCTIONS, RELICATE SOLUTION AND BREATHER HOLES, INSTAL PROTECTIVE BOY FLUEN, WITH GRAVE. ALL GROUNDING CONDUCTORS EMBEDDED IN OR PENETRATING CONGRETE SHALL BE INSTALLED IN SCHEDULE 40 PVC CONDUST.

- USE CALAMAZED FLORIEL STEEL CONDUT WHERE CHRECT CONNECTION TO EXPENSES WITH AUGUSTIC VIBRATON, OR TO BE CASE OF WANTEDWALEL USE LOUDI TION FLORIEL WE'RE, CONDUST TON OTTO APPLICATIONS, INSTAUL CALAMAZED FLORIEL STEEL CONDUST AT ALL POINTS OF CONNECTION TO EXPENSE OF A DISTAURCH MONITOR OF SUPPORT OF ALL THE CONNECTION TO EXPENSE OF A DISTAURCH WAS ASSETTED.
- A RIM OF COMDUTE RETWEEN BOXES OR EXHEMENT SMALL NOT CONTAM MORE THAM THE EXHIVALENT OF THREE CHAPTER—BENGS, CONDUTT BEND SMALL BE MADE WITH THE UI, LISTED BENDER OR FACTOR 90 DEGREE ELBOWS MAY BE USED.
- PROVIDE INSULATED GROUNDING BUSHING FOR ALL CONDUITS.
- CONTRACTOR IS RESPONSIBLE FOR PROTECTIVE ALL COMUNIS DIRING CONSTRUCTOR. ITEMPORARY OFFINIOS IN THE CONSULT SETTIME SHALL BE FLUCACIO DEI CAPPO TO PRESENT DIRINACE OF MUSTURE OR FOREIGN MUTER. CONTROLLOR SMALL REPUEZ ANT CONDUITS CONTINUNC FOREIGN MUSTERLAS THAT CANDUITS CONTINUNC FOREIGN
- 10. INSTALL PILL STRIKGS IN ALL CLEAN EMPTY CONDUITS. IDENTIFY PULL STRINGS AT EACH END.
- 1). INSTALL 2" HOHLY VISIBLE AND DETECTABLE TAPE 12" ABOVE ALL UNDERGROUND CONDUITS AND CONDUCTORS

# CONDUCTORS AND CABLE:

DESCRIPTION
PHASE A
PHASE C
PHASE C
REUTRAL
GROUNDING

SPLICES SHALL BE MADE DRIY AT OUTLETS, JUNCTION BOXES, OR ACCESSIBLE RACEWAY CONDUITS APPROVED FOR THIS PURPOSE.

3. PULLING LUBRICANTS SHALL BE UL APPROVED, CONTRACTOR SHALL USE MYLON OR HEAP ROPE FOR PULLING CONDUCTOR OR CABLES INTO THE CONDUST.

CHEIS SHALL BE REATHY THRAED METHOL RETERLANDE, AMO BE OF SUPERIORI LEADTH HI ALL MONTHS A COLUMNATE OF PRIME MANNON, MEAN PROMASHOUT CHESTANDE. SHALL BE SCROBED IN A MANNON THRAED WAS A COLUMNATE SHALL BE SCROBED IN A MENNING THRAED WAS A CONTINUE SHAND, OFFEN CHESTANDER SHAND, OFFEN CONTINUE SHAND, OFFEN CHEST SHALL BE REDUNCED AN INCECCUMENTOR'S DEFENSE.

- all grounding components shall be tinked and grounding conductor shall be  $\ell 2$  and bar sold, tinked, copper, above grounding conductors shall be insulated where noted
- GOUNDING BLASS SYALL BE GME, TIMED, AMERALD COMPET BLASS OF RECOMPAÇAM ROSS SECTION, SYMUNDED SIZE DMES BLASS SHALL BET RESERVED AND BETWEEN THE PROPERTY OF BETWEEN THE SPALL HOT BET PARRICATED OF BUDDETED HE FIELD. ALL GROUNDING BLASS SHALL BE DEPIRED WITH LANGUAL SYAL CETTERS OF HOM OF STEMALING ON RESERVED MAJE.

C. DISCOMNECT SWITCHES:

NETALL DISCONNECT SWITCHES LEVEL AND PLUMB. CONNECT TO WIRING SYSTEM AND GROUNDING SYSTEM AS INDICATED.

- EXCITIESTADE WELDED CONNECTIONS SHALL BE PROVIDED IN KIT FORM AND SELECTED FOR THE SPECIFIC TYPES, SIZES, AND CONBENATIONS OF CONDUCTIONS AND OTHER ITEMS TO BE CONNECTED.

- THE CONTRACTOR SHALL PROMDE OTHER MATERIALS, THOUGH NOT SPECIFICALLY DESCRIBED, WHICH REQUIRED FOR A COMPLETELY OPERATIONAL SYSTEM AND PROPER INSTALLATION OF THE WORK.
- G. PANELS AND LOAD CENTERS: 1. ALL PANEL DIRECTORIES SHALL BE TYPEWRITIEN.

- a all interval and equipment small be installed in strict accordance with the manufacturer's reconsiderations.

- C upon competion of work, the contractor shall thoroxionly clem all exposed equipment remove all larges and any debris, conting or cartings and leave the installation principle and ready for operation.

A THE CONTRACTOR SWALL COORDINATE THE INSTALLATION OF ELECTRICAL TEAS WITH THE OFFICE OWNER-PURKASHED EQUIPMENT DELINERY SCHEDULE TO PREVENT UNKECESSARY DELINES IN THE TOTAL WIDOK.

- RESTALL SOK, 40 PKC COMUNIT WITH A NUMBAUL COKER OF 24" UNDER ROUMWAYS, PARKING LITS, STREETS, 400 ALESS COMBUIT SHALL HAVE A MINIMUM COKER OF 18" IN ALL DITIES NON-TRAFFIC APPLICATIONS (RETER TO 2008 NEC. TABLE 200.5).

C. TEST PROCEDURES;

- Field fabblated condums small be cut square with a conduit cutting tool and readed to provide a smooth arbid: subface.

- AL CONDUITS SHALL BE SHABEED CLEAN BY PHILING AN APPROPRIATE SIZE MANDEL THROUGH THE COMDUIT BEFORE INSTALLATION OF CONJUCTORS OR CABLES, CONDUIT SHALL BE FREE OF DIRT AND DEDRIS.
- CONDUITS SHALL BE INSTALLED IN SUCH A MANNER AS TO INSURE AGAINST COLLECTION OF TRAPPED CONDENSATION.
- PROVIDE COME UNE LINE SERVICESSION FOR PRESTANCIONES DO ALLOW FOR RECENSA AND AND PRESTANCION DE L'ARROLL DE L'ARR

# ALL POWER WHAT SHALL BE COLOR CODED AS FOLLOWS:

# PROVINE ELECTRICAL GROUNDING AND BONDING SYSTEM INDICATED WITH ASSEMBLY OF WITERMAS, BICLUDING GROUNDING ELECTROCES, BONDING JUMPERS AND ADDITIONAL ACCESSORIES AS REQUIRED FOR A COMPLETE NSTALLATION.

4821 EUBANK NE ALBUQUERQUE, NM 87111

**Verizon<sup>v</sup>** 

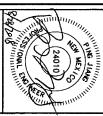


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BLACK & VEATCH BLACK & VEATCH CORPORATION 8965 S EASTERN AVENUE, SUITE 325 LAS VEGAS, NV 89123

ROJECT NO:

S SCHOOL FOR PERMIT



3. MEASURE AND RECORD VOLTAGES BETWEEN PHASES AND BETWEEN PHASE CONDUCTORS AND NEUTRALS. SUBJUT A REPORT OF (MAX)MAIN AND MENHUM VOLTAGES

PEPRORU RROUADME TEST TO LUSUIRE BROUADME RESISTANCE OF GROUNDING SYSTEM JUSING THE REEL STANDARD 3—PORMIT "FALL OF-POTERTIM", METHOD, PROVIDE PROTIED TEST VALUES AND LOCATION SKETCH, MOTRY THE ENGINEER MANEDORTEKY OF LUSUIRED VALUE IS OVER 5 ONLIS.

PROR TO ENERGIZING CIRCUITRY, TEST WRING DEVICES FOR ELECTRICAL CONTINUITY AND PROPER POLYMITY CONNECTIONS. AL FEEDERS SHALL HAVE RISULATION TESTED AFTER RISTALLATION, BEFORE DOMESTION TO ENCISE.
THE CONDUCTIONS SHALL TEST FIREE FROM SHORT CHICATUS AND GROUNDS. TESTING SHALL DE FORM
ONE MANUTE USING 1000V DC. PROVIDE WRITTEN DOCUMENTATION FOR ALL TEST RESULTS.

IT IS A MOUATION OF USE FOR ANY PERSON,
MLESS THEY ARE ACTING UNDER THE OMECTION
OF A LICENSED PROPESSOUNL GLIGHEER, TO
ALTER THIS DOCUMENT.

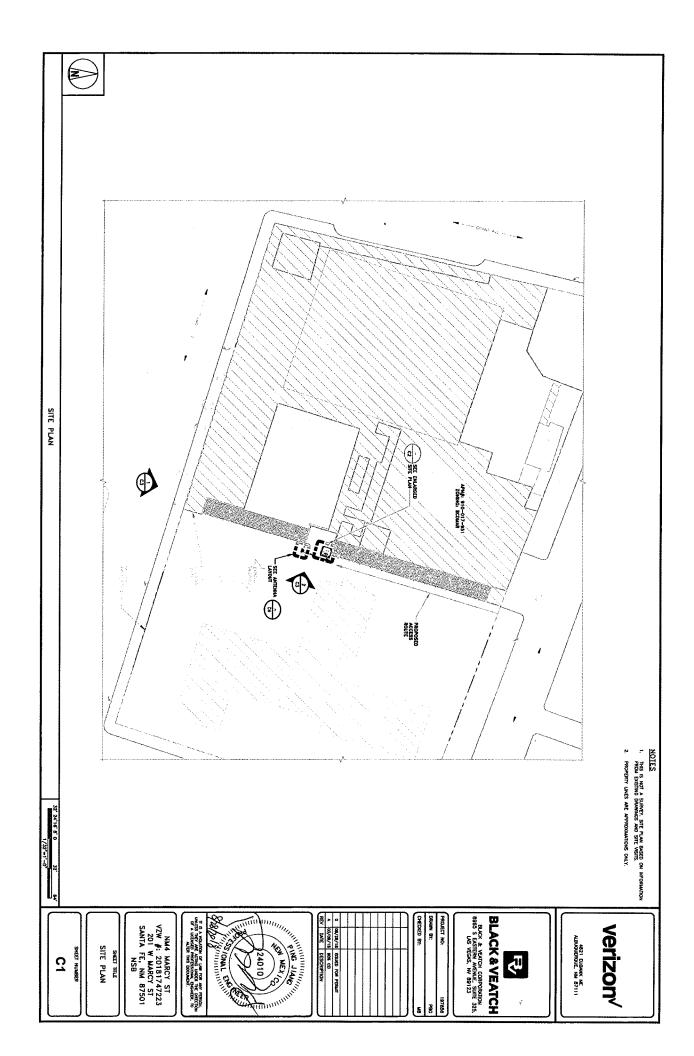
NM4 MARCY ST
VZW #: 20181747223
201 W MARCY ST
201 W MARCY ST
SANTA FE, NM 87501
NSB

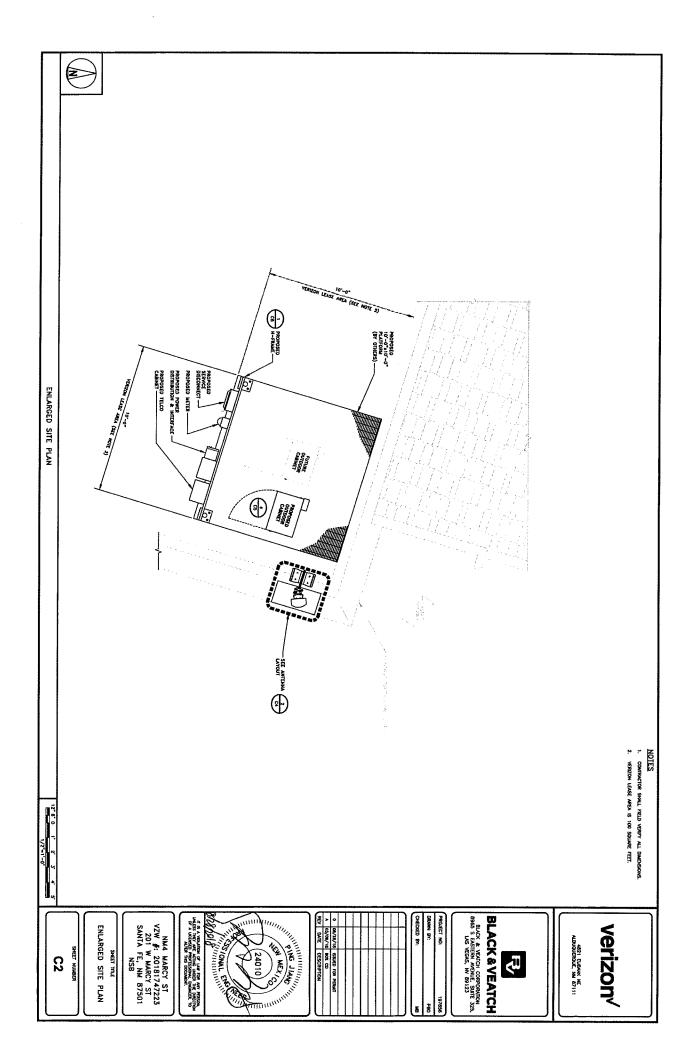
GENERAL ELECTRICAL NOTES

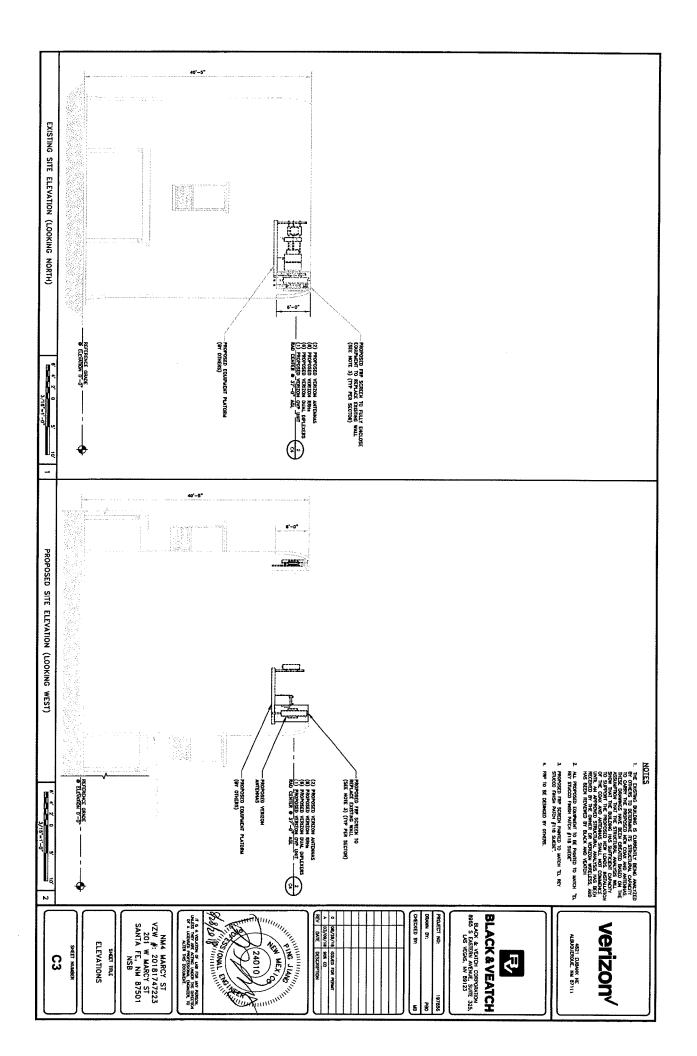
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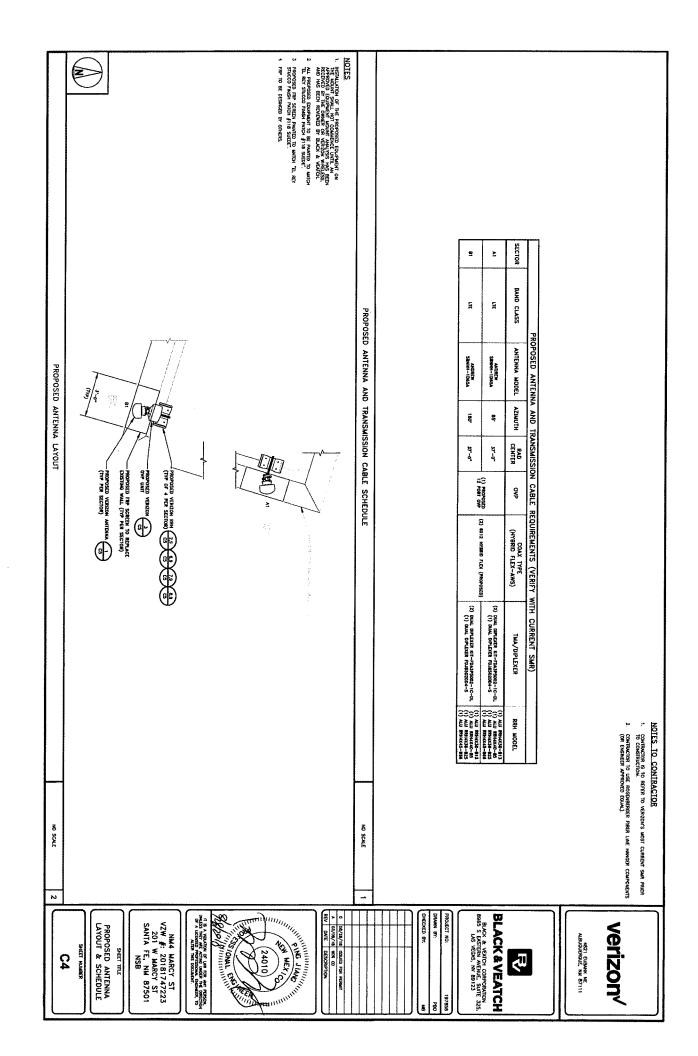
SHEET NUMBER

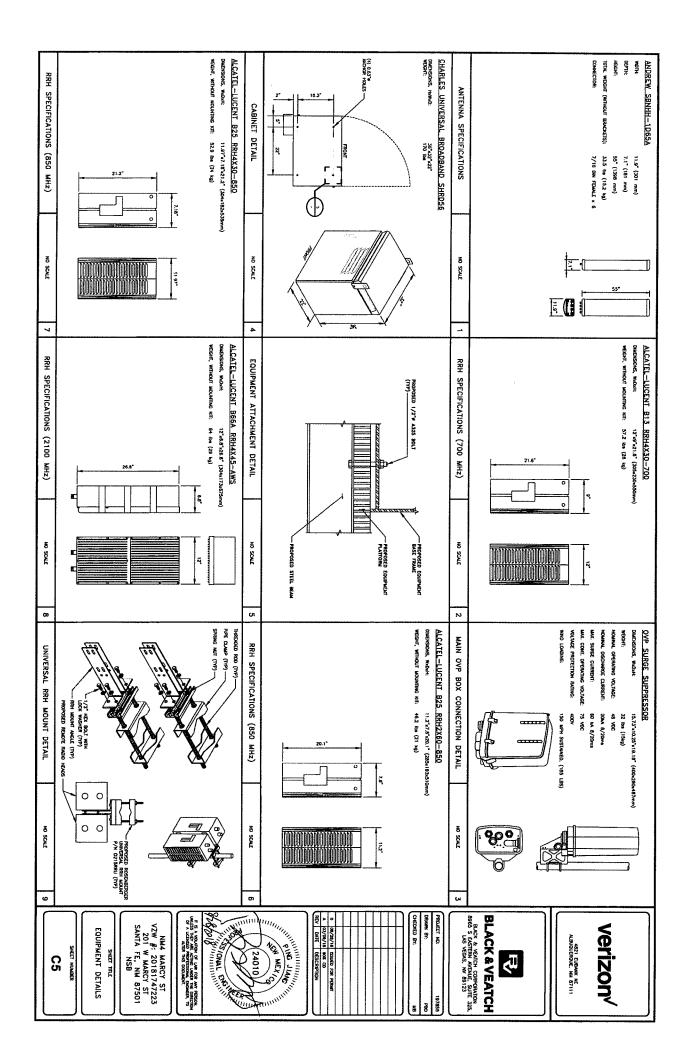
SP3

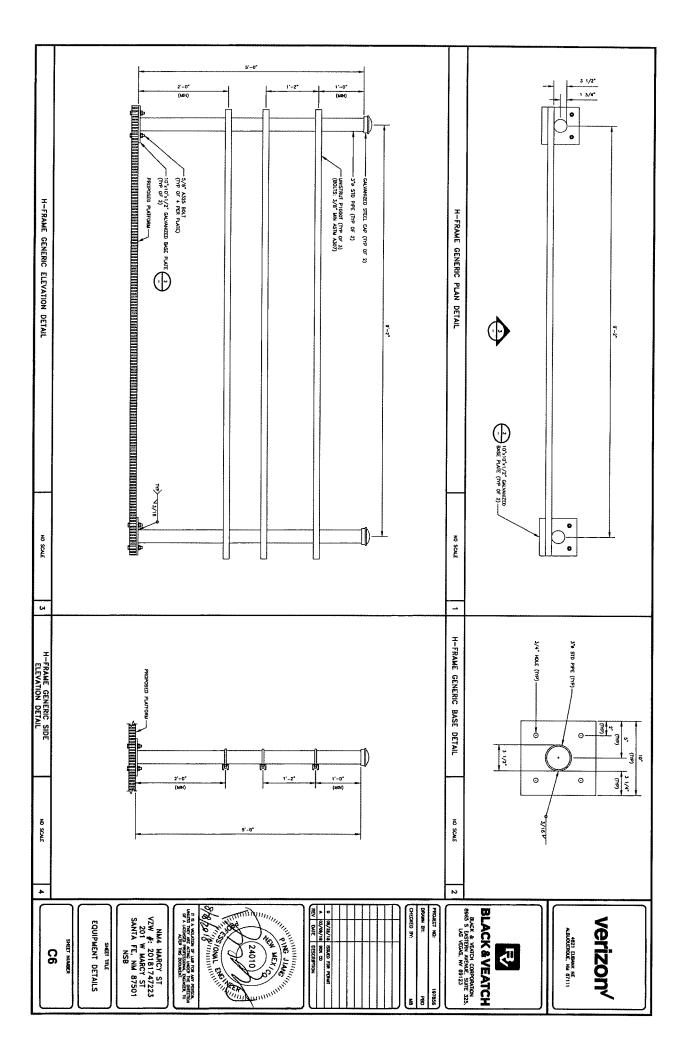












NOT USED		NOT USED		TWIN DIPLEXER SPECIFICATIONS	
NO SCALE 7		NO SCALE 4		NO SCALE 1	77.5° 77.5°
NOT USED		NOT USED		DIPLEXER SPECIFICATIONS	RES_EDASPS002—1C—DL  DAIRSONS travel:  #2001  #2001  #2000
B STATE ON		NO SOULE 5		NO SCALE 2	65-
NOT USED		NOT USED		NOT USED	
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(,	NAME OF THE PROPERTY OF THE PARTY ST SANTA FE, NAME OF THE SANTA F	22010	PROJECT NO. 1978-56	US VEGAS, NV 89123	VerizonV  A221 ELBANK RE ALBOOLDROKE NA B7111  ED  BLACK & VEATCH BLACK & VEATCH BLACK & VEATCH BLACK A VEATCH BLACK A VEATCH ABBLY & VEATCH BLACK A VEATCH

