Verizon ID: NM4 San Francisco

# 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>low</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 municipal parking garage. The leased premises consist of approximately one hundred fifteen (115) square-feet of surface area on the uppermost parking lot deck, eight (8) vertical feet of air space above the existing surface of the uppermost parking lot deck, and designated space within the interior of the walls of the building structure (the <u>City Building</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 and building known as 221 W. San Francisco Street 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 Building for municipal parking purposes (the <u>Primary Use</u>).

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. San Francisco 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 <u>Initial Term</u>). Thereafter, this Lease Agreement shall automatically renew for up to three (3) additional five (5) year renewal terms (each, a <u>Renewal Term</u>), 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 Seven Hundred Dollars (\$1,700) 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 <u>Exhibit A</u>, 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 Holdover Rent).

# 10. REMOVAL AND RESTORATION

- A. All portions of the Lessee's Communication Facilities brought onto the Premises and the Property by Lessee constitute Lessee's personal property and Lessee may, in Lessee's sole discretion, remove any part of its Communications Facilities at any time during the Term or the removal period set forth herein in any way that does not damage the Premises, the Property, the Access Route or the Utility Route.
- B. Notwithstanding anything in this Lease Agreement to the contrary, within ninety (90) days of the expiration or earlier termination of this Lease Agreement, Lessee shall remove all of its above-ground improvements and will, to the reasonable satisfaction of Lessor, restore the Premises to its condition as of the Effective Date of this Lease Agreement, excepting normal wear and tear or casualty damage not caused by or attributable to Lessee, its predecessors, or their agents, contractors or subcontractors. Lessee's restoration shall include the removal of all footings, foundations and concrete installed at the Premises to a depth of two (2) feet below grade.
- C. All costs and expenses for the removal and restoration to be performed by Lessee under this Section shall be borne by Lessee, and Lessee shall hold Lessor harmless from any portion thereof. Should Lessee fail to complete the removal and restoration within the required time period, Lessor may complete such work and charge Lessee the reasonable cost thereof.

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

# 11. INTERFERENCE

- A. Lessee shall not cause harmful material interference with Lessor's equipment at the Property or with any of Lessor's radio communications where such communications are operated within their respective frequencies, in accordance with all applicable laws and regulations. Further. Lessee shall not cause harmful interference with other lessee's radio communications that existing as of the date of Lessee's installation of its equipment where such lessee communications are operated within their respective frequencies, in accordance with all applicable laws and regulations. In the event that any of Lessee's equipment causes such interference in violation of this Section 11.A, and after Lessor has notified Lessee in writing of such interference, Lessee will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at Lessee's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will Lessor be entitled to terminate this Lease Agreement during the period that Lessee is making a continuing good faith effort to remedy the interference. If Lessee, after having taken all commercially reasonable steps necessary to correct and eliminate the interference, is unable to permanently correct and eliminate the interference to the Lessor's reasonable satisfaction within ten (10) days after Lessee's receipt of written notice of such interference. Lessor may in its sole discretion terminate this Lease Agreement by delivering written notice of termination to Lessee.
- B. Lessor will not use, nor will Lessor permit its employees, other lessees or licensees at the Property, or others under Lessor's control, to use any portion of the Property in a manner that causes harmful material interference to the Lessee's Communication Facilities, or which materially interferes with the rights of Lessee under this Lease Agreement. Lessor will use its reasonable efforts to cause such interference to cease within twenty-four (24) hours after receipt of written notice of such interference from Lessee. If Lessor is unable to eliminate such interference then Lessee may terminate this Lease Agreement or exercise its rights in Section 11.C below.
- C. The Parties acknowledge that there is no adequate remedy at law for noncompliance with the provisions of this Section 11 and therefore, either Party shall have the right, in addition to any other rights that it may have under the law or this Lease Agreement, to equitable remedies, including but not limited to injunctive relief and specific performance, in enforcing their rights under this Section 11.

### 12. INSURANCE

- A. Lessee shall, and shall require each of Lessee's contractors and subcontractors who physically enter the Property to obtain and maintain substantially the same coverage as required of Lessee, at their sole cost and expense, procure and continue to maintain in force during the Term of this Lease Agreement and any Holdover Period with limits of coverage in the amount in which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property:
  - (i) Workers' Compensation Insurance (at statutory limits); and
- (ii) Employer's Liability Insurance with minimum limits of One Million Dollars and No Cents (\$1,000,000.00) each accident/disease/policy limit; and

- (iii) Commercial General Liability Insurance (including completed operations and contractual liability) on an occurrence basis in an amount of Two Million Dollars and No Cents (\$2,000,000.00) per occurrence for bodily injury and property damage; and
- (iv) "All-risk" property insurance insuring the Premises and its appurtenant personal property for full replacement costs.
- B. All policies shall be written by an insurer with an A. M. Best rating of not less than A- (Excellent), Financial Size Category VII, and must be authorized to do business within the State of New Mexico. The general liability insurance coverage shall include the Lessor, Lessor's employees, volunteers, officers, and elected and appointed officials (collectively the Lessor's 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. DEFAULT & RIGHT TO CURE

- A. The Parties deem the following as a default by Lessee and a breach of this Lease Agreement:
- (i) Lessee's failure to deliver Rent or Holdover Rent if such Rent or Holdover Rent remains unpaid for fifteen (15) calendar days after Lessee receives written notice thereof from Lessor; or
- (ii) Lessee's nonperformance of any other term under this Lease Agreement if performance remains due for thirty (30) days after Lessee receives written notice from Lessor of the nonperformance. No such default, however, will be deemed to exist when Lessee materially

commences to cure such default within the time periods specified above and attempts to cure to completion with reasonable diligence. Lessor shall excuse reasonable delays in Lessee's efforts to cure when a force outside the reasonable and actual control of Lessee causes a delay. Lessee will use its best efforts to notify Lessor of such delays in writing within five (5) working days after first becoming aware of the delay, the nature of the delay, and an estimated cure resumption date. During this period, the Lessee is still required to perform the duties under this Lease Agreement which it is able to perform, and only those duties which cannot be performed as required herein shall be tolled.

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

# 16. TERMINATION

- A. <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. <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 <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. 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. <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.]

	Vertzon 12. Miri San Francisco
IN WITNESS WHEREOF, the Parties have car of the Effective Date specified herein.	used this Lease Agreement to be effective as
<u>*</u>	SSOR:
	Y OF SANTA FE
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— <b>—</b>	m-
	AN M. WEBBER, MAYOR
ATTEST:	
YOLANDA Y. VIGIL, CXTV CLERK	
YOLANDA Y. VIGIL, COTY CLERK	
APPROVED AS TO FORM:	
10 10	
ERÍN K. McSHERRY, CITY ATTORNEY	
APPROVED:	
MARY T. McCOY, FINANCE DIRECTOR	
BUS.UNIT/LINE ITEM: <u>512</u> 50.460350	
LES	SSEE:
	RIZON WIRELESS (VAW) LLC
d/b/j	WERIZON WIRELESS
(/	
X.	Somon h
DESMOND JACKBIR CLI	FTON CASEY, EXECUTIVE DIRECTOR
NET	TWORK – FIELD ENGINEERING
ACKNOWLEDG	EMENT
STATE OF ARIZONA )	
) ss. COUNTY OF MARICOPA )	
cooming of whiteon A	
The foregoing instrument was acknowledged 2018, by Cliffon Casey, Excel	before me this <u>4</u> day of the Director – Network Field Engineering,
Verizon Wireless (VAW) LLC d/b/a Verizon Wireles	
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NOTARY PUBLIC

My Commission Expires: 06/01/2021



# EXHIBIT A

# [SEE ATTACHED SHEETS]

# 2012 INTERNATIONAL BUILDING CODE OR LATEST EDITON 2014 NATIONAL ELECTRICAL CODE TIA-222-G OR LATEST EDITION ENGINEERING

# GENERAL NOTES

FACEITY IS UNMANNED AND NOT FOR HUMAN HIGHTATON, ECHARLAW WILL VIST THE SEE &S REQUIRED FOR ROUTINE WITCHAY IDSTRIBANCE OR FETEL ON DRAWNAGE, NO THATY SERVER SERVICE, POLICIEL WATER, OR TRACH TOOSAL OR RECORDED MO NO COMMERCEN, OS TRACH POSAL OR RECORDED MO NO COMMERCEN, SERVICE IS VISTANCE SERVICE. POLICIE WATER, OR TRACH TO STANCE SERVICE SERVICE SERVICE SERVICE IS VISTANCE SERVICE SER

# PROJECT CONSISTS OF INSTALLATION AND OPERATION OF PROJECT CONSISTS OF INSTALLATION AND OPERATION OF PRICE SCIUDALUMICATIONS NETWORK. THE SCOPE WILL CONSIST OF THE PROJECT DESCRIPTION

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PROPOSED (1) TACE CASHET

PROPOSED (1) TACE CASHET

PROPOSED (1) TACE OCTOE MORE:
PROPOSED (2) PAREL ANDRIAS
PROPOSED (8) REJUDE RUUM HEJUS (RRH+)
PROPOSED (2) OVP LINTS
PROPOSED (2) MORED FLEX CARLES
PROPOSED (6) OPPLEIERS

# SITE INFORMATION

LATITUDE (NAD 83): HULDING OWNER: PROPERTY OWNER: 35' 41' 15.64" N CITY OF SANTA FE CITY OF SANTA FE PO BOX 909 SANTA FE, NM 87504-909 JACKSON ANDERSON (505) 690-5675

ZONING: JURISDICTION: CROUND ELEWIDON: TYPE 3 - HISTORIC BOARD/PUBLIC CITY OF SANTA FE 8973.00' AMSL

LONGITUDE (NAD 83): 105' 56' 29.57" W

COUNTY PARCEL #: OCCUPANCY GROUP SWTA FE 993-05-471

TELEPHONE COMPANY: -CONSTRUCTION TYPE: OWER COMPANY:

# PROJECT TEAM

ROJECT MANAGER

VERIZON WHRELESS
4821 ELBAWK NE
ALBAQUEROUR, NN 87111
CONTACT: DAN LYONS
PHONE: (480) 752-7277
EMAL:
dan.lyons@verizon#fretess.com BLACK & VEATCH CORPORATION
BBS 5 EASTERN AVE. SLITE 325
LAS VEGAS, NV 89123
CONTACT: VICTOR HUNGERFORD
PHONE: (813) 458-1029
FAMILY.

BLACK & VEATCH CORPORATION
422 LIVE OAK CT: NE
ALBUQUERQUE, NA B7122
CONTACT: NAY MCKENZE
PHONE (913) 458-6771
EMAL: McKenzielandby.com SITE ACQUISTION/ZONING

50 DIRECTIONS FROM YERZON OFFICE

NM4 - SAN FRANCISCO VZW PROJECT #: 20181747221 ASSESSOR'S PARCEL NO. 993-05-471 220 W. SAN FRANCISCO ST, OVERALL HEIGHT: 30'-0" A.G.L. SANTA FÉ COUNTY EXISTING 30'-0" BUILDING **SANTA FE, NM 87501** NSB

N St Francis Or 216 W San Francisco St, Santa Fe, NM 87501 VICINITY MAP Don Gasper Ave 5 Delgado M O LOCATION MAPS St, Santa Fe, NM 87501 LOCAL MAP CON PART ASSOCIA Ric Charma 11"x17" PLOT WILL BE HALF SCALE UNLESS OTHERWISE NOTED

# ISSUED FOR PERMIT NOT TO BE USED FOR CONSTRUCTION

**APPROVALS** 

THE CILLIMANE PARTIES JEREN KPROK AND ACCEPT NESS COCINEDTS AND ALTHROSECT THE SUBCONTRACTOR TO PROCEED WITH THE CONSTRUCTION DESCRIBED, WEREN ALL DOCUMENTS ARE SUBJECT TO REVEW BY THE LOCAL BILLIANG DEPARTMENT AND MAY IMPOSE CHANGES OR MODIFICATIONS. SITE ACQ MANAGER VERUZON PM: DATE: DATE DATE:

GENERAL CONSTRUCTION HOTES
GENERAL ELECTRICAL MOTES
SITE PLAN HLARGED SITE PLAN

) JACO MERTO CHI DENNA BULLEAND MORTHEST; CO 02 ML 3) TIRM LETT OMIC SPANN ROD MERTHEST; CO 11 ML 3) TIRM REGET OMIC WOMEN GRULEAND MORTHEST; CO 15 ML 1) TIRM LETT OMIC MACHEN ROD MERTHEST; CO 15 ML 1) TIRM REGET OMIC MACHEN ROD MERTHEST; CO 10 ML 7) MERT LETT OMIC 1-25 MORTH RAME, CO 0.1 ML 1) MERT OMIC 1-25 MORTH; CO 0.2 ML 1) TIRM REGET OMIC CONTINUES DOUG, CO 1.5 ML 7) MERT LETT OMIC 1-25 MORTH RAME, CO 0.1 ML 1) TIRM REGET OMIC CONTINUES DOUG, CO 1.5 ML 10) MERT CONTINUES DOUG CONTINUES DOUG CO 1.5 ML 1) TIRM REGET OMIC CONTINUES DOUG CO 1.5 ML 12) MERT CONTINUES DOUG CONTINUES D

DRIVING DIRECTIONS

SERVICE ALERT

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UTILITIES PROTECTION CENTER, INC. 811

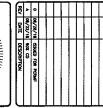
# **verizon**<sup>v</sup>

4821 EUBANK NE ALBUQUERQUE, NM 67111

# **BLACK & VEATCH** ₽,

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

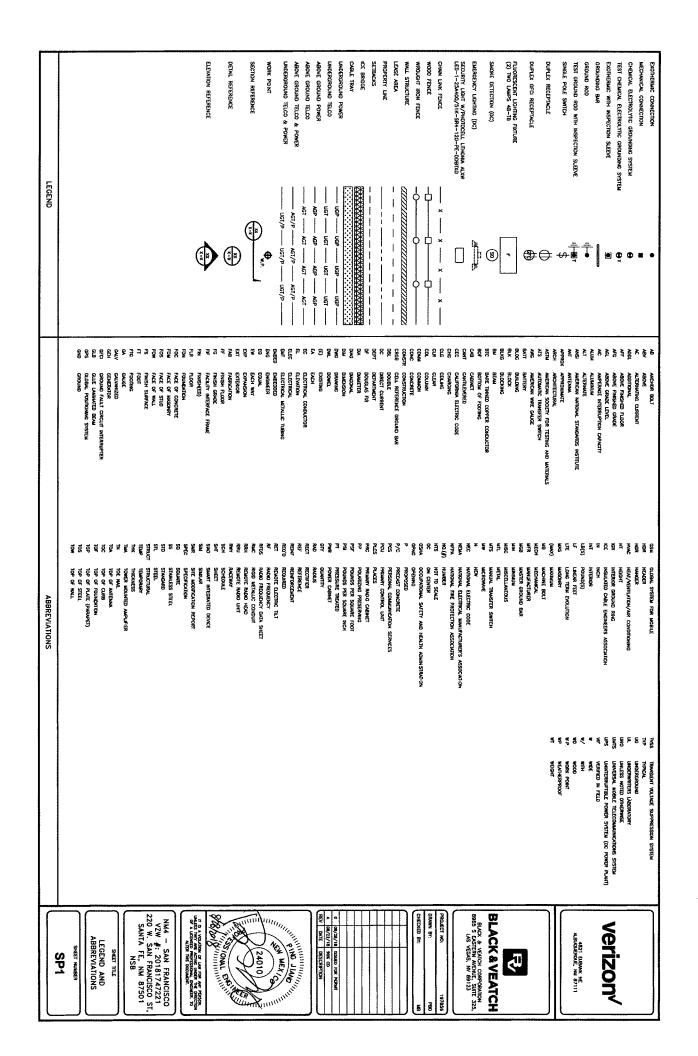
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5	РВС	197858



NM4 - SAN FRANCISCO VZW #: 20181747221 220 W. SAN FRANCISCO ST, SANTA FE, NM 87501 NSB.

INDEX SHEET

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# GENERAL CONSTRUCTION NOTES

# GENERAL CONSTRUCTION

- FOR THE PURPOSE OF CONSTRUCTION FORWINGS, THE FOLLOWING DEFINITIONS SWILL APPLY.
  GENERAL CONTRACTOR OFFICIAN CONTRACTOR)
  OWNERS VERZON
- ALL SITE WORK SHALL BE COMPLETED AS INDICATED ON THE DRAWINGS AND VERIZON PROJECT SPECIFICATIONS.
- CERIEM, CORRACTION SHALL YST THE SITE AND SHALL FAMILARDE HARSET HARSET WITH ALL CHADITIONS AFFECTION THE PROPERTIES WHEN AND SHALL MARE PROPOSING, SCIENTA, CONTRICTION SHALL BE RESPONDED. FOR FAMILARZING HARSETS WHILL ALL CONTRICT DOCUMENTS, FILE CHADITIONS, CONTRICTION SHAPE CONTRICTION AND PROPERTIES OF WORK MAY BE ALCOURTESCEN OR SHOWN ROBED TO PROPERTIES OF WORK AND THE SHOUGHT TO THE ATTENTION OF THE ENGINEERS PROPERTIES OF WORK AND THE SHOUGHT TO THE ATTENTION OF THE ENGINEER PROPERTIES.
- ALL MATERIALS PLEMESED AND INSTALLED SHALL BE IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES, REGLATIONS, AND DEDIMANCES GOERAL CONTRACTOR SHALL ISSUE ALL PROPERMITE HOTICES AND COMPLY WITH ALL LAWS, ORDINANCES, RUES, REGLATIONS, AND LAWFILL GROBERS OF ANY PUBLIC AUTHORITY REGLATION FILE PERFORMANCE OF WIRES.
- SPECFICKTIONS AND LOCAL JURISDICTIONAL CODES, ORDINANCES, AND APPLICABLE REGULATIONS.
- UNLESS KOTED OTHERWISE, THE WORK SWALL INCLUDE PURNISHING WATERWAS, EQUIPMENT, APPURTEMANCES, AND LABOR NECESSARY TO COMPLETE ALL INSTALLATIONS AS INDICATED ON THE
- ือ
- THE COMPRICTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS UNILESS SPECIFICALLY STATED OTHERWISE.
- IF THE SPECIFED EQUIPMENT CHAYOT BE INSTILLED AS SHOWN ON THESE DRAWNING, THE CONTRACTOR SHALL PROPOSE AN ALTERNATIVE INSTILLATION SPACE FOR APPROVAL BY THE ENGINEER PRICE TO PROCEEDING.
- GENERAL CONTRACTION SHALL BE RESPONSIBLE FOR THE SAFETY OF MORK AREA, ADANESH AREAS AND BUILDING COCCUPANTS THAT ARE LIVELY TO BE AFFECTED BY THE WORK UNDER THIS CONTRACT; WORK SHALL COMPINE TO ALL GOAM REQUIREMENTS AND THE LOCAL JURISDICTION.
- GENERAL CONTRACTOR SHALL COORDINATE WORK AND SCHEDULE WORK ACTIVITIES WITH OTHER DISCIPLINES.
- rections shall be done in a morkwarijke warver by competent experienced workwar in Accordance with applicate codes and the best accepted practice. All members shall be und fluid and that as registed on the dynamics.
- SEAL PENETRATIONS THROUGH FIRE RATED AREAS WITH UL LISTED MATERIALS APPROVED BY LOCAL JURISDICTION, CONTRACTOR SHALL KEEP AREA CLEAN, HAZARD FREE, AND DISPOSE OF ALL DEBRIS.
- work projudicity completed is represented by light swaedd ince and arts, his some of work for his project is represented by dank swaedd light sam divide, contractor swall hothy his cheemal complection of any executed compitions hav devaite from the diamenes profe to becoming constructions.
- CONTRACTOR SHALL PROVIDE WRITTEN NOTICE TO THE CONSTRUCTION MANAGER 48 HOURS PRIOR TO COMMENCEMENT OF WORK.
- THE CONTRACTOR SHALL PROTECT EXISTING IMPROVEMENTS, PAREMENTS, CURBS, LANDSCAPING AND STRUCTURES. ANY DAMAGED PART SHALL BE REPARED AT CONTRACTOR'S EXPENSE TO THE SATISFACTION OF THE DWINER.
- 17. THE CONTRACTOR SHALL CONTACT LITLETY LOCATING SERVICES PRIOR TO THE START OF CONSTRUCTION. GENERAL CONTRACTOR SHALL COORDINATE AND MAINTAIN ACCESS FOR ALL TRADES AND CONTRACTORS TO THE SITE AND/OR BUILDING.
- The general contractor shall be responsible for security of the site for the duration of construction until job completion. The objeral contractor shall minitan in good condition one complete set of plans with all revisions, addenda, and chance orders on the prejieses at all times.
- THE GREEKL CONTRACTOR SWALL PROVIDE PORTABLE PIRE EXTINGUISHERS WITH A RATHG OF NOT LESS THAN 2-4A OR 2-4XID-BEC AND SWALL BE WITHIN 25 PEET OF TRANEL DISTANCE TO ALL PORTIONS OF WHERE THE WORK IS BEING COMPLITED DURING CONSTRUCTION.
- LL DESTINA 47THE SENSE, WHITE CAS ELECTRIC, AND OTHER UTURES SAME ARE PROPERTED, AT LITTURE, AND WHERE REQUIRED THE IN FRONCES DESTINANT OF THE CONTRACTOR WHEN DECORDS OF THE CONTRACTOR OF THE CONTRACTOR
- ALL DESIDE MACINE STREET, WATER, ONS, ELECTRIC, AND OTHER CHARGES, MACH METERSEES WITH THE EXECUTION OF THE WORK, SHALL BE REMOVED, LAPED, AUGUSTED AND GREETED BY HE RESERVED AND AND SHALLES BY MACH METERSEES.
- THE AREAS OF THE OWNER'S PROPERTY DISTURBED BY THE WORK AND NOT CONFRED BY THE TOWER. ECUPPHINT OR DRIVENWY, SHALL BE GRADED TO A UNIFORM SLOPE, AND STABLUZED TO PREVENT EROSON.
- CONTRACTOR SYALL MAMAZE DISTURBANCE TO THE EXISTING SITE DIRRING CONSTRUCTON, EROSON CONTROL MEASURES, IF REQUIRED DURING CONSTRUCTION, SMALL BE IN CONFORMANCE WITH THE FEDERAL AND LOCAL JURGISCRION FOR EROSIGN AND SEGMENT CONTROL.
- NO FILL OR EMBANAMENT MATERIAL, SHALL BE PLACED ON PROZEM GROUNDING. PROZEM MATERIALS, SHOW OR LEE SHALL NOT BE, PLACED IN ANY FILL OR EMBANKMENT.
- THE SUBSINDE SHALL BE BROUGHT TO A SMOOTH UNFORM GRADE AND COMPACTED TO SE PREZENT SYMMOND PROCTION DEGRET WINDER PAYMENTH AND STRICTURES AND ON PERCENT HANANCO PROCTION DEURST W OPEN SPACE, ALL TRECHES IN PUBLIC ROSIT OF MY SHALL BE BECKTILED WITH FLOWASE FALL OR OTHER MATERIAN PER-LAPPORD BY THE LOCAL JURISDICTURE.
- ALL NECESSARY RUBBISH, STUMPS, DEBRIS, STICKS, STONES, AND OTHER REFUSE SHALL BE REMOVED FROM THE SITE AND DISPOSED OF IN A LAWFUL MANNER.

- ALL BROCHIERS, OPERATING AND MANTENANCE MANUALS, CATALOGS, SHOP DRAWNES, AND DITMER DOCUMENTS SHALL BE TURNED OMEN TO THE GENERAL CONFRACTOR AT COMPLETION OF CONSTRUCTOR AND PRIOR TO PAYMENT.
- CONTRACTOR SHALL SUBJUT A COMPLETE SET OF AS-BULLY RED: RED: TO THE GENERAL CONTRACTOR UPON COMPLETION OF PROJECT AND PROP 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 united to periodic mantenance and inspection, approximately 2 thies per month, by verizion technicians.
- NO OUTDOOR STORAGE OR SOUD WASTE CONTAINERS ARE PROPOSED.
- CONTRACTIONS SAVALL BE RESPONSIBLE FOR OBTAVARIO ALL PERMITS AND INSPECTIONS REQUIRED FOR CONSTRUCTION. IF CONTRACTIOR CANNOT OBTAVA A PERMIT, THEY MUST NOTIFY THE GENERAL CONTRACTION MACEUNIELY. 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 DARLY BASIS.
- MPTRAINION SHOWN ON THESE DRAWINGS MAS GRIANED FROM STE VISITS AND/OR DRAWINGS PROVIDED BY THE SITE OWNER. CONTRACTIONS SMALL MOTIVE THE ENGINEER OF ANY DISCREPANCIES PRIOR TO ORDERNAS MATERIAL. OR PROCEEDING WITH CONSTRUCTION.
- 40. ALL CONXIAL CABLE INSTALLATIONS TO FOLLOW MANUFACTURER'S INSTRUCTIONS AND RECOMMENDATIONS NO WHITE STROBE LIGHTS ARE PERMITTED. LIGHTING IF REQUIRED, WILL MEET FAL STANDARDS AND REQUIREMENTS.
- ANTENNA MOUNTING
- design and construction of antenna supports small conform to current ansi/tia-222 or applicable local codes.
- 42 ALL STEEL MATERIALS SHALL BE GALVANIZED AFTER FABRICATION IN ACCORDANCE WITH ASTA A123 "ZINC (HOT-DIP GALVANIZED) COATINGS ON FROM AND STEEL PRODUCTS", LINIESS HOTED OTHERWISE.
- \* ÷ DAMAGED GALVANZED SURFACES SHALL BE REPARED BY COLD GALVANZING IN ACCORDANCE WITH ASTM A780. als "zno-coatng (hot-op) on bro and steel hardware", unless hoted otherwise. With asta also "zno-coatng (hot-op) on bro and steel hardware", unless hoted otherwise.
- Ġ ALL AMERIKA MOUNTS SHALL BE INSTALLED WITH LOCK KUTS, DOUBLE KUTS AND SHALL BE TORQUED TO MANUFACTURER'S RECOMMENDATIONS.
- å CONTRACTOR SHALL INSTALL ANTERNA PER MANUFACTURER'S RECOMMENDATION FOR INSTALLATION AND GROUNDING.
- \* all unused ports on any attenues shull be terminated with a 50-dhai load to ensure antennas perform as designed
- 48. PROR TO SCTING AMERIKA KAWINS AND DOMNITA'S, AMERIKA COMPRATIOR SMALL DECOR THE AMERIKA MOMENT FOR TICHNESS AND ESSURE THAT FECY ARE PULID. AMERIKA ANJUNES SMALL BE SET FROM TICK HOSFIT AND BE ORESITED WHEN #3 AS DETRIED BY THE SAR AMERIKA DOMNITA'S SMALL BE WIRDS #1 AS DOTAND BY THE SAR AMERIKA DOMNITA'S SMALL BE WIRDS #1 AS DOTAND BY THE SAR.

49. JUMPERS FROM THE TMA'S MUST TERMINATE TO OPPOSITE POLARIZATION'S IN EACH SECTOR.

- g Contractor shall record the seral #, sector, and position of each actuator installed at the antenials and provide the information to verzon.
- that's shall be mounted on Pipe Drectly behind antennas as close to antenna as feasible in a vertical position.
- 52. ANTENING SHALL HAVE A 3'-0" MIN CENTER TO CENTER HORIZONTAL SEPARATION.
- TORQUE REQUIREMENTS FOR RE COMPONENT CONNECTIONS (NON-STRUCTURAL)
- 53 ALL RF CONNECTIONS SHALL BE TIGHTENED BY A TOROUT WRENCH.
- Ÿ A. RF CONNECTION BOTH SIDES OF THE CONNECTOR. ALL RE CONNECTIONS, GROUNDING HARDWARE AND ANTENNA HARDWARE SHALL HAVE A TORQUE MARK HISTALLED IN A CONTINUOUS STRUIGHT LINE FROM BOTH SIDES OF THE CONNECTION.
- B. GROUNDING AND ANTENIA HARDWARE ON THE RUT SIDE STARTING FROM THE THREADS TO THE SOLID SURFACE. EXAMPLE OF SOLID SURFACE: GROUND BAR, ANTENIA BRACKET METAL.
- ALL BY ANTENNA HARDWARE SHALL BE TIGHTENED TO 9 LB-FT (12 NW).
- ALL 12M ANTENNA HARDWARE SHALL BE TIGHTENED TO 43 LB-FT (58 NM).
- ALL GROUNDING HARDWARE SHALL BE TIGHTENED WITH. THE LOCK WASHER COLLAPSES AND THE GROUNDING HARDWARE IS NO LONGER LOCKE.
- ALL DAY TYPE CONNECTIONS SHALL BE TIGHTENED TO  $18-22\ LB-FT\ (24.4\ -\ 29.8\ MM).$

# 59. ALL N TYPE CONNECTIONS SHALL BE TIGHTENED TO 15-20 (B-IN (1.7 - 2.3 NA)

FIBER & POWER CABLE MOUNTING

- þ THE FREED POTE TRIMEY CABLES SMALL BE MESTALED MITO COMMINES CHAMAGE, CABLE THINKS, OR POWER THINK, MINCH MESTALED MITO SMALL DEBT OFFICE THANK CABLES AND A CABLE THAN STEAD, HE'S SMALL BE MESTALED BETWEN HE ARE OWN A PRESENT BOTH OF ACCESS TO SECRETARY SMALL THESE SMALL DEBTWEN HE ARE OWN AND A PROPERTY OF SECRETARY SMALL THAN SMALL SMALL
- THE TITRE TO-FIR CHARLY SHAUL BE SHITMLED HITO CHARLING CHARMEL CHARLE TRAYS, OF CHARL THRY AND SHAUL BE SCENED AN INTERVAL HOUSE, CHARLS SHAUL BE EXPENDED AN INTERVAL CHARLE, CHARLS SHAUL BE FERMINED TO MAKE A THANDHOR BETWEN CHARLING WHO SHAUL BE FERMINED TO MAKE A THANDHOR BE ROUNDED, AND SHAUL BE SHAUL BE SHAUL CHARLE TO BE ADMITTED TO MAKE A THANDHOR OF BOARDES A DESTRUCT WHO HE CHARLE THAN THE ADMITTED THAN THE ADMITTED THE ADMITTED THE ADMITTED THAN THE ADMITTED THAN THE ADMITTED THE ADMITTED THAN THE ADMITTANT THAN THE ADMITTED THAN THE ADMITTED THAN THE ADMITTED THAN THE ADMITTED THAN THE ADMITTENT THAN THE ADMITTE
- WHEN INSTALLING OPTIC FIBER TRUNK CABLES OR TYPE TC-ER CABLES INTO CONDUITS, NEPA 70 (NEC) ARTICLE 300 RULES SIMIL APPLY.

- ŝ Types way sizes of the witena cabe are based da estimated excitas, pror to ordering Cabe C controllor shall erry within English based do construction latout and notify the Project wanger & actual leagues exceed estimated leagues.
- 63. CONTRACTOR SHALL CONFIRM COAX COLOR CODING PRIOR TO CONSTRUCTION.
- ALL COMMUNICABLE SHALL BE SECURED TO THE DESIGNED SUPPORT STRUCTURE, IN AN APPROVED MANUER, AT DISTANCES NOT TO EXCEED 4"-0" OC.
- ĝ CONTRACTOR SHALL FOLLOW ALL MANUFACTURER'S RECOMMENDATIONS REGARDING BOTH THE INSTALLATION AND GROUNDING OF ALL COMME. CABLES, CONNECTORS, AVIENNAS, AND ALL OTHER EQUIPMENT.
- 67. CONTRACTOR SHALL WEATHERPROOF ALL ANTENNA CONNECTORS WITH SELF AMALGAMATING TAPE. WEATHERPROOFING SHALL BE COMPLETED IN STRICT ACCORDINANCE WITH VERIZON STANDARDS.

# GENERAL CABLE & EQUIPMENT NOTES

- ģ
- 5
- 21. ALL OUTDOOR OF CONNECTORS/CONNECTORS SMALL BE WEATHERPROOFED, EXCEPT THE RET TO ANNECTORS, USING ENTR. TAYE NETWALKED AND FAME, CONNECTORS AND EXCH. LIKES SMALL BE WARPED THEET THATS. WEATHER SMALL BE SMADH METHOD AND EXCH. LIKES SMALL BE MAYDED. THEET THATS. WEATHERPROOFING SMALL BE SMADH MITHOUT DUCKUME. BITH, BEEDING IS NOT ALLIDED.
- IF REQUIRED TO PAINT ANTENNAS AND/OR COAX:
- TEMPERATURE SHALL BE ABOVE 50' F.
- C. FOR REGULATED TOWERS, FAA/FCC APPROVED PART IS REQUIRED. PAINT COLOR MUST BE APPROVED BY BUILDING OWNER/LANDLORD.
- D. DO NOT PAINT OVER COLOR CODING OR ON EQUIPMENT MODEL NUMBERS
- A. GROUNDING AT THE ANTENNA LEVEL ALL CABLES SHALL BE GROUNDED WITH CONXIAL CABLE GROUND KITS. FOLLOW THE HAMIUFACTURER'S RECOMMENDATIONS.

CABLE GROUNDING

- C. GROUNDING AT BASE OF TOWER PRIDR TO TURNING HORIZONTA GROUNDING AT MID LEVEL, TOWERS WHICH ARE OVER  $200^\circ - 0^\circ$ , ADDITIONAL REQUIRED.
- D. GROWNDING OUTSIDE THE EQUIPMENT SHELTER AT ENTRY PORT.
- E. GROUNDING INSIDE THE EQUIPMENT SHELTER AT THE ENTRY PORT.
- al proposed ground bar downleads are to be termanted to the existing almost ground bar downleads a manach distance of 4- 6' below ground bar. Termantons way be excitedate for cuparessors
- ž THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFICIAL ANTENNA AND THE COUX CONTRIBRATION IS THE CORRECT NAME AND MODELS, PRIOR TO INSTALLATION.
- 76 ALL CONNECTIONS FOR HANCERS, SUPPORTS, BRACING, ETC. SWALL BE INSTALLED PER TOWER MANUFACTURER'S SPECIFICATION & RECOMMENDATIONS.
- 7
- ANTENNA CONTRACTOR SHALL FURNISH AND INSTALL A 10"-0" T-BOOM SECTOR ANTENNA MOUNT, IF APPLICABLE, INCLUDING ALL HARDWARE.

CONTRACTOR SHALL VERBY THE DOWN-TILT OF EACH ANTERNA WITH A DIGITAL LEVEL

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- all jumpers to the antenius from the main transmission line small be 1/2" da. LDF and small not exceed  $\theta^*\!-\!0$  ".

- CONTRACTOR SMALL BE RESPONSIBLE TO VERIFY AVIENA, TIME, DIPLEXERS, AND COAN CONFIGURATION MAYE AND MODELS PRIOR TO INSTALLATION.
- ALL CONNECTIONS FOR HANGERS, SUPPORTS, BRACING, ETC. SHALL BE INSTALED PER TOWER WAVEFACTURER'S RECOMMENDATIONS.
- COMPACTOR SWALL REFERENCE THE TOWER STRUCTURAL AVALYSIS/DESIGN DRAWNIGS FOR DIRECTIONS ON CABLE DISTRIBUTION/PROUTING.
- PROJECT NO:

BLACK & VEATCH CORPORATION 8865 S EASTERN AVENUE, SUITE 325, LAS VEGAS, NV 89123 **BLACK & VEATCH** 

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SUED FOR PERMIT



ACH WEN JANE IT IS A WOLATION OF LAW FOR ANY POISSON, UNLESS THE DIRECTION OF A LUDNED PROFESSIONAL CHARGET, TO ALTER THIS DOCUMENT. \$28/0 (Killianin) SOME CA (24010)

NM4 - SAN FRANCISCO VZW #: 20181747221 220 W. SAN FRANCISCO ST, SANTA FE, NM 87501 THE LEGALS NSB

GENERAL CONSTRUCTION NOTES SHEET NUMBER

SP2

# GENERAL ELECTRICAL NOTES

# PART 1 - GENERAL

- Controctor sall hereot the existing sir controls prior to submitting by any oversions, arising during the director in recursors for configurations functions, the scope of wars or any other issue related to the process such existing by being during the submetter of the person with the project manager for classforman, was there the configuration submet the sub-tre project in the submitted for classforman and there is the submitted has early any submitted.
- C. DRAWINGS SHOW THE GENERAL ARRANGEDENT OF ALL SYSTEMS AND COMPONERTS CONGRED. UNDER THIS SECTION, THE CONTRACTOR SHALL VEREY ALL DIMENSIONS, DRAWING SHALL NOT BE SCALED TO DETERMIN DIMENSIONS.

# PART 2 - PRODUCTS

- a all materials and equipment shall be ul listed, new, and free from defects.
- O ALL ORESCHERENT DENCES SMLL HAVE AM HEDRINGHING CLIMENT RATHGE THAT SMLL BE GEGLER THAN THE SHORT CLIMENT ON MICH THEY ARE SUBJECTED. DOOD ACL MINIMAL YERFY, MALLAGE SHORT CREAT CURRENT DOES AND EXCEED THE BATHER OF ELECTRICAL COLUMENT IN ACCORDANCE WITH AMILICAL TIOLAY HER OF THE CHIEFFOR LINESCHERON.

- RIGID METAL CONDUIT (RMC) SHALL BE HOT-DRPPED GALVANZED INSIDE AND DUTSIDE WICLIDING ENDS AND THREADS AND ENAMELED OR LACQUERED INSIDE IN ADDITION TO GALVANZENG
- E COMPRESSION AND SUPPORTS SALL BE STEEL OR MALEABLE IRON ALL FITTINGS SALL BE COMPRESSION AND CONCERTE TOAT THE CROUNDING BUSHINGS WITH INSULATED THROATS SHALL BE INSTALLED ON ALL CONDUIT TERMINATIONS.
- NONMETALL CONDUIT AND FATINGS SHALL BE SCHEDULE 40 PMC. HISTAIL USING SOLVENT-COMEN-TYPE JOHN'S AS RECOMMENDED BY THE MANUFACTURER.

# 3. CONDUCTORS AND CABLE:

- CHEMICAL ELECTROLYTIC GROUNDING SYSTEM:
- RESTAL CHEMICAL GROUNDING AS REQUIRED, THE SYSTEM SHALL BE ELECTROLYTIC MARTINEE FREE RECENDED COMPASTIME OF ROOK WITH A NAMIALIN PLANC OL DEPORTEMENTAL WOLDEN PRIMA. PROTECTIME BOXES, AND BACKFILL MATERALL MALIFACTURER SHALL BE LYNCOLE XIT GROUNDING ROD TYPES MA'-("YES ON XEL"-("PES (") LEAGHE AS RECORDED.

- E. SYSTEM GROUNDING:
- all grounding components shall be thined and grounding conductor shall be  $\frac{1}{2}2$  and bar all grounding components shall be riskated where noted so the conductors shall be riskated where noted the conductors shall be riskated where noted so the conductors shall be riskated where noted so the conductors shall be riskated where noted the conductors shall be riskated where the conductors shall be riskated by the conductors of the conductors o

- A WORK UNDER THIS SECTION SHALL CONSIST OF FURNISHING ALL LABOR, MATERIAL, AND ASSOCIATED SERVICES REQUIRED TO COMPLETE REQUIRED CONSTRUCTION AND BE OPERATIONAL.
- b, all electrical equipment under this contract shall be properly tested, adjusted, and alwaes by the contractor.
- D. THE CONTRACTOR SHALL FURNISH TO THE OWNER WITH CERTIFICATES OF A FRAIL INSPECTION AND APPROVAL FROM THE INSPECTION ANTHORITIES HAVING JURISDICTION.

- B. ALL ITEMS OF WITERMAS AND EQUIPMENT SHALL BE ACCEPTABLE TO THE AUTHORITY HAVING JURISDICTION AS SUITABLE FOR THE USE INTENDED.
- C. ALL EQUIPMENT SHALL BEAR THE UNDERWRITERS IMBORATORIES IMBEL OF APPROVAL, AND SHALL CONFORM TO REQUIREMENT OF THE NATIONAL ELECTRICAL CODE.

- 2. LIQUIDITIONT FLEXIBLE METAL CONDUIT SHALL BE UL LISTED.

- CONDUCTORS AND CARLE SMAL BE FLAME-RETARDAMT, MOSTURE AND MEAT RESISTANT THERMOPASTIC SMRSE CONDUCTOR, COMPETE THE THEOLYTHMM-2, 800 VOLT, SZE AS INDICATED, \$12 AND SMALL BE THE ANALIMA SZE CONDUCTOR VOLT.

# C. DISCONNECT SWITCHES:

- disconnect switches small be heavy duty, dead-front, quex-make, quex-berga, enterna lockhole, and interdon with cover in closed postem, bandane as widaneel ul labeled furnished in nema. The speciesure, square-d or discineered approved equal.

- 3. BACKFILL MATERIAL SHALL BE LYNCONITE AND LYNCOLE GROUNDING GRAVEL
- B. THE CONTRACTOR SHALL OBTAIN PERMITS, LICENSES, MAKE ALL DEPOSITS, AND PAY ALL FEES REQUIRED FOR THE CONSTRUCTION PERFORMANCE FOR THE WORK UNDER THIS SECTION.
- LAWS, REGULATIONS, ORDINANCES, STATUTES AND CODES
- A ALL WARK SMALL BE INSTALED IN ACCORDANCE WITH THE LATEST EDITION OF THE MATIONAL ELECTRICAL CODE, AND ALL PAPILOSEE LOCAL LAWS, REGULATIONS, COROMONECES, STATUTES AND CODES CONDIST BRINDS SMALL BE THE RUGUS BEND FOR THE TRADE SIZE OF COMBUT IN COMPLIANCE WITH THE LATEST EDITIONS OF NEC.
- A THE PHELOCHOPS LISTID BELOW ME PART OF THIS SPECIFICATION, LOCK PHELOCATION SHALL BHE LIST CANNED TO THE CANNED THE PROPERTY OF SHALL BHE LIST CANNED AND THE CANNED AND
- 1. MSJUEZ (MEROM MINOM, SIMONOS INSTITUTS)
  2. ETN (MEROM DECETY TOR TESTING AND MICTOMAS)
  3. CTC (MEMINIST) CHELE DEMERTS ASSOCIATION)
  4. REM, (MINOMAL ESTETTION, MANAGETHEREYS ASSOCIATION)
  5. CHEN (MINDMAL ENET MORTISTION ASSOCIATION)
  7. LLL (MINDMARMENTERS)
  7. LLL (MINDMARMENTERS)
  7. MARMONIA REPERTATION (MINDMARMENTERS)
  7. LLL (MINDMARMENTERS)
  7. MARMONIA REPERTATION (MINDMARMENTERS)
  7. LLL (MINDMARMENTERS)
  7. MARMONIA REPERTATION (MINDMARM

- C. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL EXCAVATING, DRAWING, TRENCHES, BACKFILLING, AND REMOVAL OF EXCESS DIRT.

- E. THE CONTRACTOR SMALL PREPARE A COMPLETE SET OF AS-BUILT DRAWINGS, DOCUMENT ALL WISHAG EQUIPMENT CONDITIONS, AND CHANGES WHILE COMPLETING THIS CONTRACT. THE AS-BUILT DRAWINGS SAWLINE SUBMITTED AT COMPLETING OF THE PROJECT.

# 2.2 MATERIALS AND EQUIPMENT.

- $\beta$  10 and and smaller conductor small be solid or stranded and  $\beta a$  and and larger conductors small be stranded.
- SOLDERLESS, COMPRESSION—TYPE CONNECTORS SHALL BE USED FOR TERMINATION OF ALL STRAIDED CONDUCTORS
- STRAIN-RELEF SUPPORTS CRIPS SHALL BE HUBBELL KELLEMS OR APPROVED EQUAL CABLES SHALL BE SUPPORTED IN ACCORDANCE WITH THE NEC AND CABLE MANUFACTURER'S RECOMMENDATIONS

- GOUNDING BUESS SYALL BE EME, TIMED, AMPELLO COPPER BURS OF RETIMAGLAR COMPRESS SECTION, SYMANDE SUES BURS USE SOUTH EF FEILD, ALL CHOUNDING BUSES SHALL BE EXCHIBED SHALL NOT BE FABROATED OR MODE'ED IN THE FEILD, ALL CHOUNDING BUSES SHALL BE EXTIRED WITH MEMALL SYA' CITTERS BY MAY OF STEATMENT OR EXECUTION FAVIL
- CONNECTIONS SYMIL, BE MON-CONDUCTION, MEAVY DUTY, USTED AND LABELTO AS GROUNDED ON CONNECTIONS TO THE MATERIALS DEDUCE TO NOT COMMENSOR LIGHT SHAW FOR ECOMMENCE COMMENTIONS, INTERIOR CONNECTIONS LIGHT TO NOT SHAW.

  MESTATION WINDOW AND CLAR HOT SHOW.
- GROUND ROOS SHALL BE ERROD \$15800, COPPER-CLAD STEEL MITH HIGH-STRENGTH STEEL CORE.
  AND ELECTROLTINE-GRADE COPPER QUITER SHAPH, MOLITED TO CORE, 5/8"X10"-0". ALL
  GROUNDING ROOS SHALL BE INSTALLED WITH INSPECTION SLEEPES. EXCITAGRAMO WELDED CONNECTIONS SMALL BE PROMDED IN MIT FORM AND SELECTED FOR THE SPECIFIC TYPES, SZEIS, AND COMBINATIONS OF CONDUCTORS AND OTHER ITEMS TO BE CONNECTED.
- BESTALL AN EQUIPAENT GROUNDING CONDUCTION IN ALL CONDUCTS IN COMPLIANCE WITH THE VERICON SPECIAL DAY BOND AT ALL JUNCTION BOXES, PULLBOXES, DISCONNECT SWITCHES, STAFFERS, AND EQUIPAENT CHEMICAL DAY BOXES, PULLBOXES, DISCONNECT SWITCHES, STAFFERS, AND EQUIPAENT CHEMICAL JUNCTION BOXES, PULLBOXES, DISCONNECT SWITCHES, STAFFERS, AND EQUIPAENT CHEMICAL JUNCTION BOXES, PULLBOXES, DISCONNECT SWITCHES, STAFFERS, AND EQUIPAENT CHEMICAL SWITCHES, STAFFERS, AND EQUIPAENT CHEMICAL SWITCHES.
- 2. PROVIDE PULL BOXES AND JUNCTION BOXES WHERE SHOWN OR REDURED BY NEC. THE CONTRACTOR SMALL PROMDE OTHER MATERIALS, THOUGH NOT SPECIFICALLY DESCRIBED, WHICH ARE
  REQUIRED FOR A COMPLETELY OPERATIONAL SYSTEM AND PROPER INSTALLATION OF THE WORK.
- G. PANELS AND LOAD CENTERS:
- 1. ALL PANEL DIRECTORIES SHALL BE TYPEWRITTEN

# 3.1 CENERAL: PART 3 - EXECUTION

- A ALL MATERIAL AND EQUIPMENT SHALL BE INSTALLED IN STRICT ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS.
- B. EQUIPMENT SHALL BE TIGHTLY COVERED AND PROTECTED AGAINST DIRT OR WATER, AND AGAINST CHEMICAL OR MECHANICAL INJURY DURING INSTALLATION AND CONSTRUCTION PERIODS.
- 3.2 LABOR AND WORKMANSHEP:
- a all labor for the installation of waterials and equipment furnished for the electrical syste). Shall be installed by experienced wireaen, in a neat and worknam—like wanner.
- 8. ALL ELECTRICAL EQUIPMENT SHALL BE ADJUSTED, ALIQUED AND TESTED BY THE CONTRACTOR AS REQUIRED TO PRODUCE THE INTENDED PERFORMANCE.
- C LIPON COMPLETION OF WORK, THE CONTRACTOR SHALL THOROUGHLY CLEAN ALL ENFOSED EQUIPMENT/REDUCE ALL LOSIS AND ANY DEBRES, COURNE OF CATTONS AND LEVE THE INSTALLATION PINESHED AND READY FOR OPERATION.
- BUSTALLATION: A THE CONTRACTOR SHALL COORDINATE THE INSTALLATION OF ELECTRICAL ITEMS WITH THE OWNER-PURMSHED EQUIPMENT DELIVERY SCHEDULE TO PREVENT UNKECESSARY DELIVES IN THE TOTAL WORK.
- ALL ELECTRICAL WIRING SHALL BE INSTALLED IN CONDUIT AS SPECIFIED. NO COMDUIT OR TUBING OF LESS THAN 3/4 INCH TRADE SIZE. PROVIDE RIGID PA'S SCHEDULE BO CONDUITS FOR ALL RISERS, RAIC OTHERWISE NOTED. EAT MAY BE INSTALLED FOR EXTERIOR CONDUITS WHERE NOT SUBJECT TO PHYSICAL DAMAGE.
- USE CALMINIZED FLORIEL STEEL COMBINE WERE OMECT CONNECTION TO EQUIPARTH WITH LOPELDRIK, WIRDATON, OR FOR JUSTES OF WHITEVANCE, USE LOOD THAT FLORES AFFEL CONNECTION TO CONNECTION TO CONNECTION TO CONNECTION TO CONNECTION TO CONNECTION TO LOUD TO ALLIE OF THE CONNECTION TO CONNECTION. METALL SCH. 40 PM: COMOUNT WITH A MANAGEM COPER OF 26" UNDER ROUMWIS, PARKING (OTS. STREETS, AND ALLESS CONSULT SWALL HAVE A MANAGEM COPER OF 18" BY ALL OTHER HOM-TRAFTIC APPLICATIONS (REFER TO 2000 MEC. 1/4816 300.5).
- A RUN OF COMDUTE BETWEEN BOXES OR EDHEMENT SHALL NOT CONTIAN MORE THAN THE EQUIVALENT OF THREE CHARTEN-BONDS, COMDUTE BEND SHALL BE MADE WITH THE UL LISTED BENDER OR FACTORY 90 DEGREE ELBONS MAY BE USED.
- FIELD FABRICATED CONDUITS SHALL BE CAT SQUARE WITH A CONDUIT CUTTING TOOL AND REALED TO PROMOE A SMOOTH MISIDE SURFACE.
- 7. PROVIDE INSULATED GROUNDING BUSHING FOR ALL CONDUITS.
- COMPACIDE É RESPONSEL FOI PROTETINS AL COMUNE DUBIG CONSTRUCTOL TEMPORARY OPENINS UN RECONDITÉ SETEM SAUL ER PLACED DE DESPETO DE PREVIACE OF NESTURE DE REGION METER, CONTRACTOR SAUL REPLACE AM COMUNE CONTANNE FOREIGN METERUS THAT CANOT EL REMONDE.
- all conduits shall be shabbd clean by pulling an approprate size maddel through the Conduit betore installation of conductors on cables. Conduit shall be free of dret and debres.
- 11. RSTALL 2" HEHLY VISIBLE AND DETECTABLE TAPE 12" ABOVE ALL UNDERGROUND CONDUITS AND CONDUCTORS. 10. INSTALL PULL STRINGS IN ALL CLEAN EMPTY CONDUITS, IDENTIFY PULL STRINGS AT EACH END.
- CONDUITS SHALL BE INSTALLED IN SUCH A WANNER AS TO INSURE AGAINST COLLECTION OF TRAPPED CONDENSATION.
- PROVIDE COME DIRELIMA ES RECESSAM FOR PENETRATIONS TO ALLOW FOR AUCEMAS AND OLGES TO RETUTION DIPOLOGIA PER BILLIONEC DOLOGI PENETRAS ESTRUCTIONAL MEDIERS, SERVES AND OTORIA PENETRATIONS SMLL PREVIOUR PASSAGE OF MITTEL SMOKE TREE, AND FAMES ALL MATERIAL SMALL RE-LILIONECTIONS SMALL PREVIOUR PASSAGE OF MITTEL SMOKE TREE, AND FAMES ALL MATERIAL SMALL RE-
- ALL POWER WIRING SHALL BE COLOR CODED AS FOLLOWS:

CONDUCTORS AND CABLE:

- DESCRIPTION
  PHASE A
  PHASE C
  NEUTRAL
  CROUNDING

- ALL GROUNDING CONDUCTIONS SMALL PROMOS A STRAINT (DYNIMAR) PAIN TO GROUND MIN GROUND BEND AS REQUERD, GROUNDING CONDUCTIONS SMALL ANT BE CONDUCTION SMARTY BENT, ROUTE REQUIRING CONNECTIONS AND CONDUCTIONS TO GROUND IN THE SHORTEST AND STRAINTEST PAINS POSSIBLE TO MAINLEST TRANSCAP COULDAGE RESEX.
- dominacipia samil meray the locatoms of geolmoms. Tie-pa-pomis to the sustence geolmoms system all underground geolmomic cometticoms samil rise ande by the exothermic neld process and installed in accordance with the amainacturien's instructions.
- Japay Corrosyn-Ressinge Frien to Feld Consections, and Places, where factory apples Redistrict Comings, and Been Destroyed, use kopis—specia ant-oxidation compound on all Compression Growners Connections.
- a separate, continuous, aisulated equipuent grounding conductor shall be installed in all fecder, and branch circuits.
- defect buried grounding computators small be restalled at a nominal depth of 30" minimum below group, or 6" below the prost line, use the greater of the two distances.
- The ristillation of chauca, electrolytic goodhome estem in strict accordance with manifactribers instructions, remote saling have from electric and breather holes. Install Protecting don fully with grove.
- 13. CONTINCTOR SWILL REPUR, AND/OR REPLACE, EXISTING GROUNDING SYSTEM COMPONENTS DAMAGED DURING CONSTRUCTION AT THE CONTINCTORS EXPENSE
- A CERTIFIED PERSONNEL, USING CERTIFIED EQUIPMENT SIMIL PERFORM REQUIRED TESTS AND SUBMIT WRITTEN TEST REPORTS UPON COMPLETION.

- ALL FEEDERS SAML, HAVE INSULATION TESTED AFFER INSTALLATION, BEFORE COMMECTION TO DEVICES THE CONDUCTIONS SAMLL TEST PAGE FROM SAMEN CARCITYS AND GROUNDS, TESTING SAMLL BE FOR ONE MINUTE USING 1000V DC. PROVIDE WRITTEN DOCUMENTATION FOR ALL TEST RESULTS.
- Pror to energizing circuitry, test wring devices for electrical continuity and proper polarity connections.
- Perohu gounding tsy to mesure grounding ressince of grounding steem using the dee shaund 1-point "fall—of-potentia", wethod, provide rotto itsy villes and location sketch, notify the engreen imaedately if messured value is over 5 chais.

- spuces shall be more only at outlets, junction boxes, or accessible pacemay conduits approved for this purpose.
- 3. PULLING LUBRICANTS SHALL BE UL APPROVED. CONTRACTOR SHALL USE INYLON OR HEMP ROPE FOR PULLING CONDUCTOR OR CABLES INTO THE CONDUIT.
- CHELS SHALL BE HEATHY TRANSICL METHOL METRICLARY, AND BE OF SUPPOSED (1961) IN ALL BOACES, A EQUIPMENT OF PERMIT MANOR OF A MEAN PROMOMENTS AND A REPORTED IN A MODEL PERSON OF CHANDLESSES OF CHANDLESSES AND A CHANDLESSES OF CHANDLESSES AND A CHANDLESSES OF CHAN

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# C. DISCONNECT SWITCHES:

- INSTALL DISCONNECT SWITCHES LEVEL AND PLUMB. CONNECT TO WIRING SYSTEM AND GROUNDING SYSTEM AS INDICATED.
- PROVIDE ELECTRICAL GROWNING AND BONDING SYSTEM INDICATED WITH ASSEMBLY OF IMPERIALS, INCLUDING GROUNDING ELECTRODES, BONDING JUMPERS AND ADDITIONAL ACCESSORES AS REGUIRED FOR A COMPALTIC INSTALLATION.
- TIGHTER GOLVIDAG AND BOWNING CONNECTIONS, INCLIDANS SCREWS AND BRITS, IN ACCORDING WHITH THE MATERICINER'S PORTION AND CONNECTIONS AND BRITS, IN ACCORDING WHITH TOTAL FOR CONNECTIONS AND DRICK WITHS THE MATERIAL WALLES FOR COMMENTED HOME OF THE MATERIAL CONNECTIONS TO COMMENT WITH TOTAL BRITS AND THE MATERIAL CONNECTIONS TO COMMENT WITH TOTAL BRITS AND THE MATERIAL CONNECTIONS TO COMMENT WITH TOTAL BRITS AND THE MATERIAL CONNECTIONS TO COMMENT WITH TOTAL BRITS AND THE MATERIAL CONNECTIONS TO COMMENT.
- ALL GROWNING CONNECTIONS SMALL BE INSPECTED FOR THATMISS, EXCINERABLE WIZDED CONNECTIONS SMALL BE, APPROVED BY THE INSPECTIOR MANNO JURISDICTION BEFORE, BEING PERMANENTLY CONCOLLED.

**BLACK & VEATCH** 

**&** 

BLACK & VEATCH CORPORATION B965 S EASTERN AVENUE, SUITE 325, LAS VEGAS, KY 89123

PROJECT NO:

- BOND ALL ASSULATED GROUNDING BUSHINGS WITH A BARE 5 AWG GROUNDING CONDUCTOR TO A GROUND BUS.
- 10. ALL GROUNDING CONDUCTORS EMBEDDED IN OR PENETRATING CONCRETE SHALL BE INSTALLED IN SCHEDULE 40 PMC CONDUIT.
- 12. 15, IF COAX ON THE CF. BROOK IS MADE THAN 8 FT. FROM THE GROWNO BAR AT THE BASE OF THE THINGER, A SECOND GROWNO BAY MILL BY METERS AT THE BAD OF THE ICE BROOK, TO GROWNO THE COAX CHAIL GROWNOMO KITS AND MILLINE MERESTORS
- ACCEPTANCE TESTING
- E WELL MATERNA AND/OR PROFUMENCIO E COMP NOT TO CAMPAY WITH THE SECRETA RECOMPLEATES, THE ANN-COMPAYING THES SPALL IS REMOTED THEM THE PROCEST THE AND REPLACED WITH TILDS COMPLINED WITH THE SPECIFED RECURRENCIES PROMPTLY AFTER RECOPT OF MOTICE FOR KISH-COMPLINED. C. TEST PROCEDURES

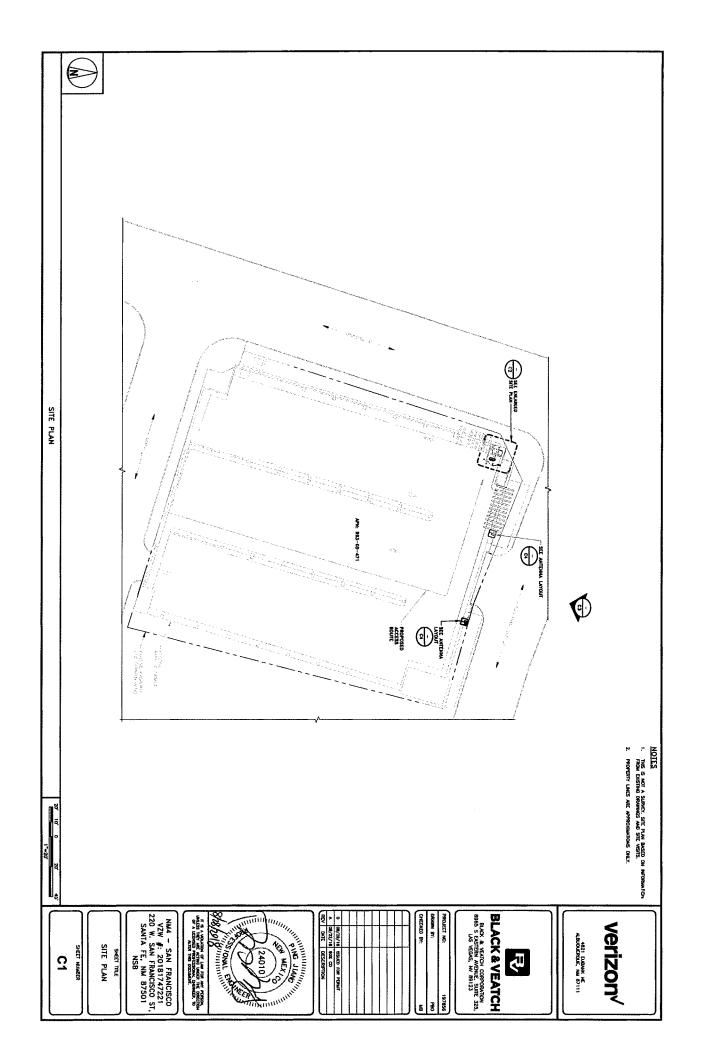
- MEASURE AND RECORD VOLTAGES BETWEEN PHASES AND BETWEEN PHASE CONDUCTORS AND NEUTRALS SUBJET A REPORT OF (MAX)MUM AND MINMUM VOLTAGES
- ISSUED FOR PERMIT
- TON MET'S LINE (24010)
- Sport English I IS A VOLATION OF LAW FOR ANY PERSON,
  LESS THEY ARE ACTING UNDER THE OMECTION
  IF A LECLISCO PROPERSONAL ENGINEER, TO
  ALTER THIS DOCUMENT.

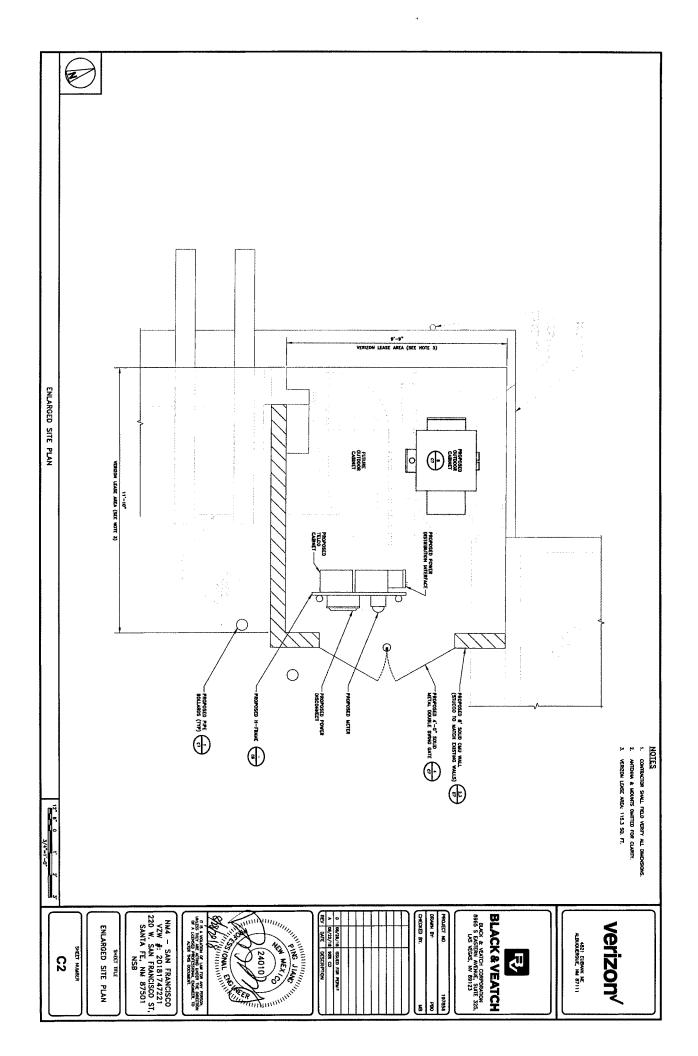
NM4 - SAN FRANCISCO VZW #: 20181747221 220 W. SAN FRANCISCO ST, SANTA FE, NM 87501 8SN

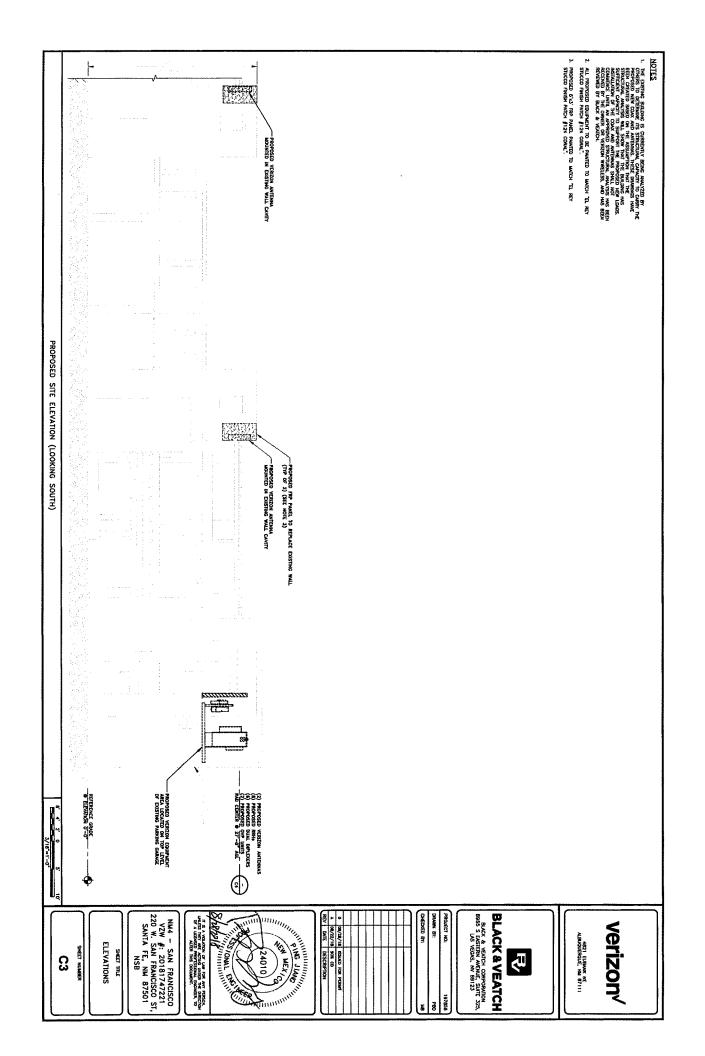
GENERAL ELECTRICAL NOTES

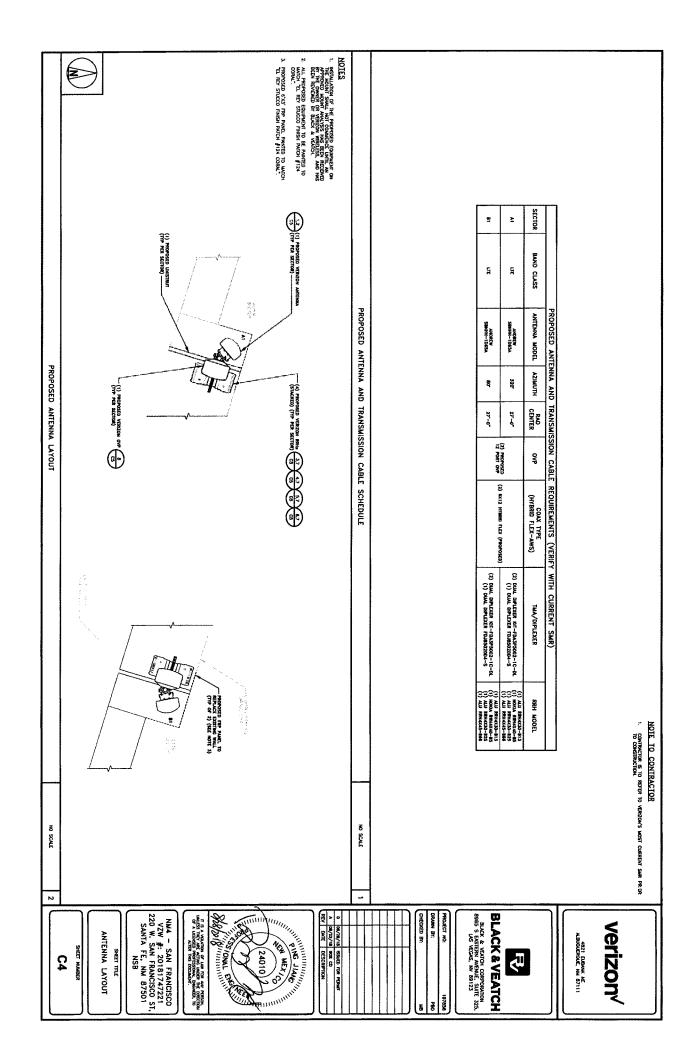
SHEET NUMBER

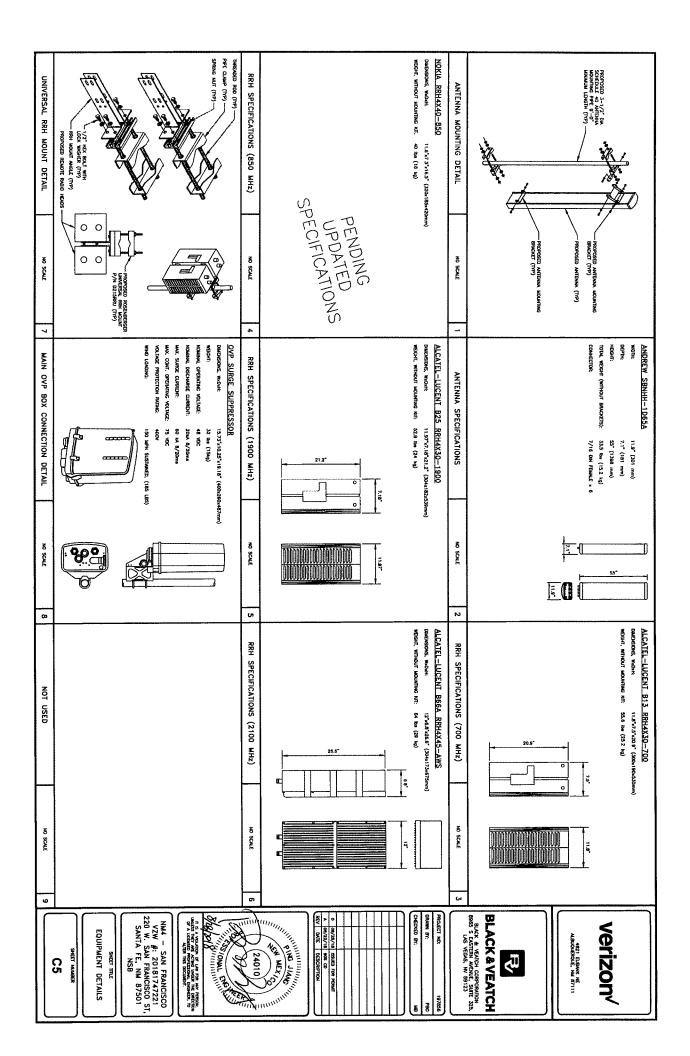
SP3

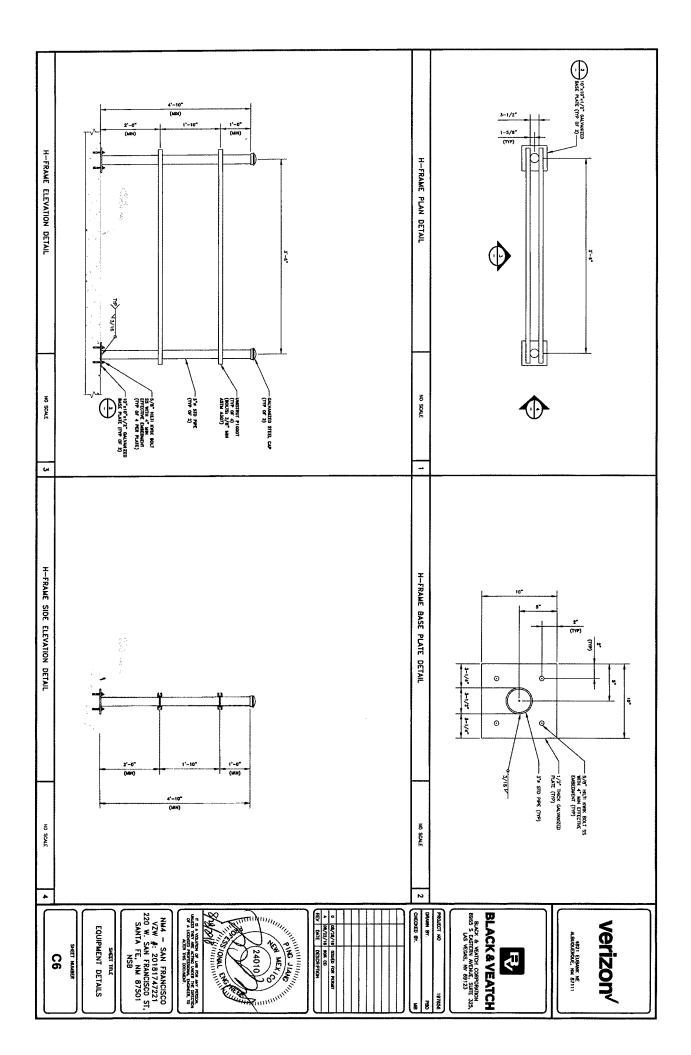


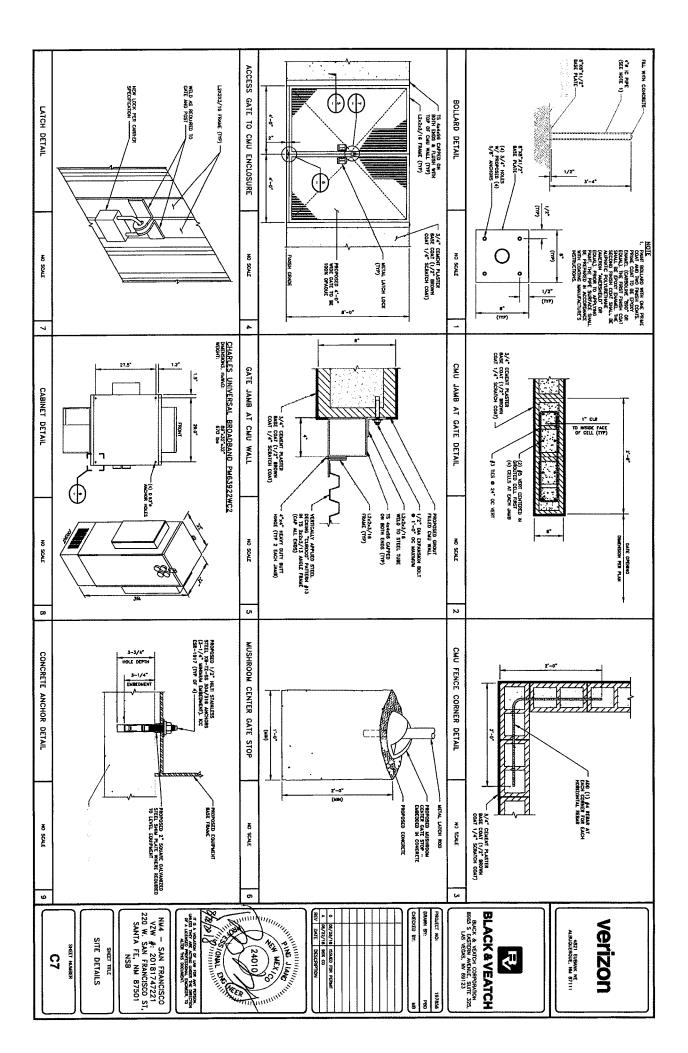












NOT USED NO SOME		NOT USED NO SCALE		TWIN DIPLEXER SPECIFICATIONS NO SCULE	RES. FDJ8502004.—S  DMBS0045. HWKD. 17.2 Mc4.42.7 (191.3472.34137.3 mm)  RE ONNECTORS. (3. 4.3.)  RE ONNECTORS. (2. 4.3.)  RE ONNECTORS. (2. 4.3.)  RE ONNECTORS. (3. 4.3.)
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NOT USED		NOT USED		DIPLEXER SPECIFICATIONS	BES EDAAP5002—IC—DL  DULPSCHAS, Markot:  65-84-3-3-3-1 (168-210-65 mm)  RE CAMECTORS:  (3) 7/6 FRAULE  D1  (4) 10 10 10 10 10 10 10 10 10 10 10 10 10
NO SCIALE B		NO SCALE 5		NO SCALE 2	e.5.
NOT USED		NOT USED		NOT USED	
NO SCALE 9		NO SCALE 6		NO SCALE 3	
	ONAL COLONG OF LAT THAT OF THE ACT THAT OF THE	(24010)	PROJECT NO. 197856	De alway, he waster	Verizon  A221 EUBANG RE  A422 EUBANG RE  A423 EUBANG RE  A424 EUBANG RE  BLACK & VEATCH (CRESPORMED)

