

**LEASE AGREEMENT  
BY AND BETWEEN  
THE CITY OF SANTA FE  
AND  
CELLCO PARTNERSHIP d/b/a VERIZON WIRELESS**

This **LEASE AGREEMENT** ("Agreement") is entered into this 10 day of November 2021 by and between the **CITY OF SANTA FE**, a Municipal Corporation and a political subdivision of the State of New Mexico ("Lessor") and **CELLCO PARTNERSHIP** a Delaware general partnership d/b/a VERIZON WIRELESS, ("Lessee") (collectively, the Parties, and each individually, a Party).

**WHEREAS:**

Lessor is the owner of a certain property known to the Lessor as BUCKMAN BOOSTER STATION NO. 4 and to the Lessee as NM4 LAS CAMPANAS (the Property), being located in Santa Fe County, New Mexico. Lessor is also the grantee of an easement (Access Road) appurtenant to the Property. The Property and the Access Road are described in the recorded documents contained in **Exhibit A** to this Agreement. The Lessor's primary use (the Primary Use) of the Property is to provide municipal water transport. The Lessee desires to use the Property to provide wireless telecommunications services. Therefore,

**WITNESSETH:**

In consideration of the Lessee's promises herein, Lessor leases to Lessee and Lessee leases from Lessor the right to enter onto and make use of the Property as follows:

**1. PREMISES**

A. Lessee is granted a limited, non-exclusive right to use the exterior structure of an existing, Lessor-owned water tank, shown as "Approximate Water Tank Location" in **Exhibit B** to this Agreement, as well as a limited, exclusive right to use three thousand fifty (3,050) square foot parcel of ground space shown as "Lease Area" in **Exhibit B**, along with thirty-nine (39) vertical feet of air space above the ground space, (together, the Premises) located within the Property, for the purpose of installing and operating telecommunications facilities (the Permitted Use).

**2. EFFECTIVE DATE**

This Lease Agreement shall become effective April 1, 2020 (the Effective Date).

**3. PERMITTED USE**

A. Permitted Use. At Lessee's sole cost and expense, Lessee may use the Premises for the construction, placement, operation, maintenance and repair of telecommunications facilities including but not limited to a base station (Base Station) comprised of structures or equipment that enable FCC-licensed or authorized wireless communications between user equipment and a communications network which may include radio transceivers, antennas, coaxial or fiber optic cable, regular and back-up power supplies, and comparable equipment, regardless of technological configuration, but not including a tower or any equipment associated with a tower, as described in 47 C.F.R. § 1.6100 (b) (1). The Base Station shall have been reviewed and approved under all applicable zoning and siting processes in rules, statutes and

ITEM#21-0615

law; and shall be an existing, eligible support structure as described in 47 C.F.R. § 1.6100 (b) (4) and 47 C.F.R. § 1.6100 (b) (5). In no event shall the Lessee, or the Lessee's contractors, or any public utility company installing, maintaining or providing utility service to the Lessee, impede, diminish or interrupt the Primary Use, or the Lessor's quiet enjoyment, or any other use by any party authorized by the Lessor at the Property, whether by lease agreement, license agreement, or otherwise, which is not excluded by this Agreement.

B. The existing Base Station is described and illustrated in Exhibit C to this Agreement.

C. Eligible Facilities Request. Lessor shall not deny, and within sixty (60) days of receipt shall approve, Lessee's request for modification of the Base Station that does not substantially change the physical dimensions of the Base Station, involving (i) collocation of new transmission equipment; (ii) removal of transmission equipment; or (iii) replacement of transmission equipment. Lessor may require Lessee to provide documentation or information at a level of detail sufficient to allow the Lessor to reasonably determine whether the request meets the definition of an eligible facilities request (Eligible Facilities Request) for modification of an eligible support structure as described in 47 C.F.R. § 1.6100 (b) (3). Lessor's approval shall be in the form of a letter of consent signed by the City Manager of the City of Santa Fe.

D. Other Modifications. Any modification to the Base Station other than those included in an Eligible Facilities Request shall not be a Permitted Use unless the Parties amend this Agreement to allow for such modification by making it a Permitted Use.

E. Failure to Provide Consent. If Lessor fails to provide written notice of either consent or denial of consent within sixty (60) days of Lessor's receipt of an Eligible Facilities Request, the request shall be deemed granted but shall still require prior written notice to Lessor.

F. Installation and Construction. Lessee shall notify Lessor at least twenty (20) days prior to Lessee's intended commencement of the initial installation or construction of Lessee's facilities. Following Lessor's receipt of such notification, the Parties shall schedule and conduct a meeting (Pre-Construction Meeting) on site to coordinate any and all access, utility, construction, or other issues related to the installation or construction, including Lessee's proposed procedures to minimize disturbance to, and maximize protection of, the Property. The Pre-Construction Meeting shall be conducted no less than ten (10) days prior to the commencement of installation or construction. Lessee shall require that its contractor(s) attend the Pre-Construction Meeting. In no case shall initial installation and construction of Lessee's facilities commence until all installation and construction issues have been addressed to Lessor's reasonable satisfaction, including Lessor's review of Lessee's installation and construction schedule.

G. Repairs. Notwithstanding any other provision of this section, this Agreement is not intended to limit the right or ability of the Lessee to access and install like-for-like replacements and repairs (Repairs) to its facilities at any time and without any prior approval of Lessor. For the avoidance of doubt, the Parties hereby agree that all Repairs are a Permitted Use.

H. Relocation. Lessor may require use or access to some portion of the Property in a manner that permanently interferes with the Permitted Use. In such event, Lessor shall notify Lessee in writing at least one hundred eighty (180) days prior to the date that Lessor requires

ITEM #21-0615

---

such use or access, and Lessee shall complete the relocation of its facilities within this period (the Relocation Period) to a location of the Property which is sufficient in its spatial dimensions and capacity to accommodate the Lessee's access, installation, operation and maintenance of the Lessee's facilities for the Permitted Use without extraordinary cost or effort. During the relocation, Lessee shall be allowed, if necessary, in Lessee's reasonable determination, to place a temporary installation on the Property to ensure that the Permitted Use is not interrupted or diminished. Lessor shall reimburse Lessee for the actual direct costs incurred by the Lessee of such relocation. The relocation site must be mutually agreed to in writing by the Parties. Lessor's approval shall be in the form of a letter of consent signed by the City Manager of the City of Santa Fe. If the Parties are unable to agree on a relocation site within the first sixty (60) days of the Relocation Period, either Party may terminate this Agreement in accordance with the Termination section of this Agreement.

#### 4. ACCESS

Lessor grants to Lessee for the Permitted Use nonexclusive vehicular, equipment and pedestrian access to the the Property, and grants to Lessee for the Permitted Use the same benefits to the Access Road as the Lessor enjoys. However, in no event shall the Lessee, or the Lessee's contractors, or any public utility company installing, maintaining or providing utility service to the Lessee, impede, prevent, diminish or interrupt the Primary Use. Lessor may from time to time relocate the Lessee's access route to the Property upon ninety (90) days prior written notice to Lessee provided such relocation does not interrupt Lessee's ability to access the Property, the Premises, Lessee's facilities, Site Utilities, or public utilities, for the Permitted Use.

#### 5. UTILITIES

A. Public Utilities. Lessee, at its sole cost and expense, shall obtain separately metered utility services from any public utility company which may be necessary for the Permitted Use. Lessee shall exercise its rights hereunder so as not to disturb or disrupt any public or private utility lines which are rightfully installed on the Property as of the Effective Date.

Lessor shall allow and permit any public utility company, for the Permitted Use, to install above-ground facilities and below-ground utility lines, but not overhead poles or cables, within a utility route (Utility Route) designated as "5' Wide Non-Exclusive Utility Route" on Exhibit B. However, this Agreement may not and does not require the Lessor as a municipal subdivision of the State of New Mexico to grant or convey any easement or right upon the Property to a public utility company, whether or not it is a condition of such public utility company for providing service to the Lessee for the Permitted Use. If, during the Term (as defined below), Lessee or any public utility company is unable to use the Utility Route for the Permitted Use and Lessor does not grant Lessee or any public utility company the right to use an alternate route on the Property for the installation of the Site Utilities (as defined below), Lessee shall be permitted to terminate this Agreement upon thirty (30) days written notice to Lessor and without penalty.

B. Private Utilities. Lessor grants to Lessee the right to install underground private utilities (Site Utilities) across the Premises and the Property for the Permitted Use. Lessee shall relocate any Site Utility located on the Property but not within the Premises, upon six (6) months prior written notice by Lessor when reasonably provided, and the costs of relocating such Site Utilities shall be borne by Lessee.

## 6. TERM

The initial term of this Agreement is five years (5) years from the Effective Date (the Initial Term). Thereafter this Agreement shall automatically renew for up to three (3) additional five (5) year renewal terms (each, a Renewal Term) unless Lessee 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" with three (3) "Optional Additional Terms" of five (5) years each. The Initial Term and any Optional Additional Terms are hereinafter referred to collectively as the "Term".

## 7. RENT

A. Rent. Lessee shall pay Lessor a monthly rental fee of Two Thousand Dollars (\$2,000.00) on or before the first day of each month (Rent). Rent shall commence on the Effective Date and shall be paid into Lessor's bank account via electronic funds transfer as directed by Lessor for time to time. Lessee shall identify each Rent payment with the designation or remark "NM4 LAS CAMPANAS". The Rent during the Initial Term shall be subject to increases in accordance with the Rent Escalation section of this Agreement.

B. Late Payment. The Parties agree that should Lessee fail to pay Rent on its due date or within three (3) days hereafter Lessor will suffer damages that are difficult to calculate. Therefore, the parties agree this 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 to first to any interest owed and then to any principal amount owed.

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

## 8. MAINTENANCE

A. Lessee shall maintain its facilities so that its external appearance conforms to that which is shown in Exhibit C, subject to normal wear and tear and damage from the elements, and subject to Lessee's rights to repair and replace its facilities and equipment.

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 Property and the Access Road, to the extent caused by Lessee's (i) construction, operation, maintenance, or other use; 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 Property and the Access Road 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 Lessor's water storage tank located on the Property in good repair as necessary to allow the Permitted Use, as required by federal, state or local law, without impairment or diminishment of the Primary Use.

#### **9. HOLDOVER & HOLDOVER RENT**

A. Subject to the provisions of this Agreement, Lessee's right to possess the Premises, and to use the Property and the Access Road, shall immediately terminate at the end of the final Renewal Term or upon termination of this Agreement, unless the Parties are then currently negotiating in good faith to enter into a new agreement for continued use of the Premises.

B. If Lessee fails to remove its facilities, including Site Utilities, and restore the Property and Premises to Lessor upon termination of the Agreement, then the provisions of the Agreement shall continue in full force and effect during a holdover period (Holdover Period) except that: (i) the Term shall then be month-to-month; and (ii) the Rent shall be automatically increased to one hundred fifty percent (150%) of the Rent due for the month immediately preceding such expiration or earlier termination (the Holdover Rent).

#### **10. REMOVAL AND RESTORATION**

A. All portions of the Lessee's facilities, including Site Utilities, brought onto the Property by Lessee constitute Lessee's personal property. Lessee may remove any part of the Lessee's facilities and equipment at any time during the Term or the Holdover Period in any manner that does not damage the Property, the Access Road or the Lessor's personal property.

B. Notwithstanding anything in this Agreement to the contrary, within ninety (90) days of the expiration or earlier termination of this Agreement, Lessee shall remove all of its improvements and will, to the reasonable satisfaction of Lessor, restore the Premises and the Property 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 any and all footings, foundations, or concrete installed by Lessee to a depth of two (2) feet below grade. Site Utilities shall be removed in their entirety unless Lessor agrees in writing to a request from Lessee to abandon any or all Site Utilities in place and cede ownership to Lessor. Lessor's approval shall be in the form of a letter of consent signed by the City Manager of the City of Santa Fe, and shall supersede any requirement under this Agreement to remove such improvement.

C. All costs and expenses for the removal and restoration to be performed by Lessee under this section of the Agreement 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 Agreement, Lessee shall continue to timely pay the then-current Rent or Holdover Rent until Lessee has completed all requirements of this section of the Agreement 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 exist 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 11A., 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 Base Station, 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

ITEM #21-0615

(ii) Employer's Liability Insurance with minimum limits of One Million Dollars and No Cents (\$1,000,000.00) per occurrence; and

(iii) Commercial General Liability Insurance (including completed operations and contractual liability) on an occurrence basis in an amount not less than 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. 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. Lessee shall use commercially reasonable efforts to provide Lessor thirty (30) days prior written notice of any cancellation.

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

**13. TAXES**

A. Lessee is solely responsible for and shall timely and fully pay any taxes, assessments, or charges that are assessed, levied, or imposed by law on the Lessee, on property owned by the Lessee, or on the Lessee's interest in the Premises, to the extent that they arise from Lessee's use of such and/or the installation, maintenance, and operation of Lessee's facilities or other improvements at the Premises. Lessee is also solely responsible for any sales tax or other tax imposed on the Rent including any increase in real estate taxes at the Premises that arise from the Lessee's improvements thereon and/or Lessee's use of the same. Lessee shall only be relieved of responsibility for any applicable sales taxes to the extent that Lessee is exempt from the payment of said taxes in the jurisdiction where the Premises is located. If the Lessor is subject to state or local gross receipts tax on the Rent, then the Lessee shall be responsible for 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. Lessee's responsibility hereunder also includes, without limitation, any applicable tax obligations under New Mexico Revenue and Taxation Code as hereafter amended or superseded. 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 or reimbursement to Lessor of such

payment of a property/possessory interest tax levied on Lessor. Lessee shall be solely responsible for the timely payment of such taxes 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. Lessee shall be responsible for the payment of any taxes, levies, assessments and other charges imposed including any franchise and similar taxes imposed upon the business conducted by Lessee at the Premises. 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, or the Access Road.

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

#### **14. ASSIGNMENT & SUBLEASING**

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

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

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

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

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

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

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

#### **15. DEFAULT & RIGHT TO CURE**

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

**ITEM #21-0615**

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 Agreement terminated.

**16. TERMINATION**

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

- (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 Base Station or the operation of Lessee's business after Lessee has used its commercially reasonable efforts to obtain such approvals or permits; or
- (ii) upon thirty (30) days written notice to Lessor if Lessor materially breaches any material term under the Agreement beyond all applicable cure periods; or
- (iii) for any or no reason upon one hundred eighty (180) days written notice to Lessor.

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

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

- (i) Lessee fails to cure any monetary breach of this Agreement after applicable notice and cure periods as set forth herein; or
- (ii) Lessee fails to remedy harmful material interference with Lessor's equipment pursuant to Section 11 .A of this Lease Agreement; or
- (iii) Lessee materially breaches any material term under the Agreement beyond all applicable notice and cure periods.

**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 the Permitted Use, Lessee may terminate this Agreement by delivering written notice of such termination to Lessor, effective (at the latest) as of the date the title vests in the condemning authority. The Parties will each be entitled to make their own condemnation claims in connection with their interests in the Premises.

**18. CASUALTY**

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

B. Termination due to Casualty. If any part of the Property or the Access Road 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 Property and Access Road, 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 and any monies due to Lessor until all of the removal and restoration requirements herein are performed by Lessee.

**19. WARRANTIES**

The Parties warrant as follows:

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

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

**20. ENVIRONMENTAL**

A. Environmental and Industrial Hygiene Laws. Lessor and Lessee agree that each will be responsible for its own compliance with any and all environmental and industrial hygiene laws related to that Party's activity conducted in or on the Premises, the Property, or the Access Road. 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, or the Access Road, 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, or the Access Road before the date of this 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 Agreement.

## **21. NOTICES**

All notices and demands in regards to this 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**

Cellco Partnership d/b/a Verizon Wireless  
180 Washington Valley Road  
Bedminster, NJ 07921  
Attention: Network Real Estate  
Site ID: NM4 LAS CAMPANAS

Either Party may change its notice addresses in this Section upon 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 Lessee's facilities 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 Agreement if Lessee shall become a debtor in any voluntary or involuntary bankruptcy proceeding (a Proceeding) under the United States Bankruptcy Code, 11 U.S.C. §§ 101, *et seq.* (the Code), this 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 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 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 the Lessee's 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 Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution by the Parties.

### **27. EXHIBITS**

All exhibits referenced in this 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 Agreement and those of any exhibits attached hereto, the words of this 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 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 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 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 publicly disclose pursuant to the Act or pursuant to any other law, regulation, or court order that may require Lessor to disclose this 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 Property and the grantee of the Access Road, 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 Santa Fe County land Development 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 Lessee's facilities at the Premises.

**31. INDEMNIFICATION AND HOLD HARMLESS**

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

ITEM #21-0615

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 Property or the Access Road. 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 Property or Access Road, 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 persons working on behalf of Lessor.

C. Defense of Lessor. In the event that any action or proceeding shall be brought against Lessor in connection with any matter for which Lessee indemnifies Lessor under this 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 mutually-selected by Lessor and Lessee.

D. Notice, Participation, and Expenses. Lessor shall promptly notify Lessee of any action or proceeding brought against Lessor in connection with any matter for which Lessee indemnifies Lessor under this Agreement. Nothing in this 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 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.

**ITEM#21-0615**

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

**32. MISCELLANEOUS**

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

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

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

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

E. Nondiscrimination. Lessee shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals applicable to Lessee's performance of this 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 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 Agreement shall reside exclusively in the State of New Mexico First Judicial District Court (the Court). All Parties to this 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 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 Agreement providing for payment or indemnification of attorneys' fees, such fees shall be deemed to include reasonable fees incurred through any applicable appeal process and shall include but not be limited to fees attributable to legal services provided by any in-house counsel to the prevailing or indemnified Party. For all purposes hereof, the services of attorneys shall be valued at the average hourly rate

for independent legal counsel prevailing in the City of Santa Fe, New Mexico at the time the Court elects to make such an award.

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

I. No Waivers. No provision may be waived except in a writing signed by both Parties. The waiver by either Party hereto of any breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach.

J. Integration. This 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 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 Agreement.

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

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

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

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

O. 47 U.S.C. §1455(a). The Parties acknowledge and agree that Lessor grants this Agreement in its proprietary capacity as owner of the Premises and the Property, and as the grantee of the Access Road. 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 Agreement.

P. 47 C.F.R. § 1.6100 is hereby incorporated by reference into this Agreement (i) to the extent applicable and (ii) for so long as such section remains valid law.

Q. "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.

ITEM #21-0615

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

S. Right to Place Antenna. Parties acknowledge and agree that Lessor reserves rights to place antenna(s) on tank or on premises if necessary as part of its Primary Use or for emergency services as needed with proper notice to Lessee and without compensation.

T. Prior Terminated Agreement. Lessor and Lessee agree that this Agreement replaces the Option and Easement Agreement dated March 29, 1995 between Sangre de Cristo Water Company, Lessor and New Mexico #4 Santa Fe RSA West Limited Partnership c/o USWest NewVector Group, Inc., referenced by Lessee as Contract "LAS CAMPANAS NM RSA #4 (the Option and Easement Agreement). During the termination of the Terminated Agreement and the commencement of this Agreement, Lessee may continue to make, and Lessor may continue to receive, rental and other payments pursuant to the Option and Easement Agreement. In such event, any rental or other payments made pursuant to the Option and Easement Agreement after its termination shall be applied and credited against any rentals or other payments due under this Agreement.

[REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY.] [SIGNATURES  
APPEAR ON THE FOLLOWING PAGE.]

NM4 LAS CAMPANAS

ITEM #21-0615

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of this 10 day of November, 2021.

LESSOR:

CITY OF SANTA FE



ALAN M. WEBBER, MAYOR

ATTEST:



KRISTINE MIHELIC, CITY CLERK  
GB MTG 11/10/2021

CITY ATTORNEY'S OFFICE:



Marcos Martinez (Sep 29, 2021 11:41 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:



MARY MCCOY, FINANCE DIRECTOR

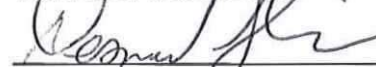
51150.460350 Corrected Funding: 2122800.460350

BUSINESS UNIT/LINE ITEM

  
AJH

LESSEE:

CELLCO PARTNERSHIP d/b/a  
VERIZON WIRELESS



DESMOND JACKBIR, DIRECTOR  
NETWORK FIELD ENGINEERING

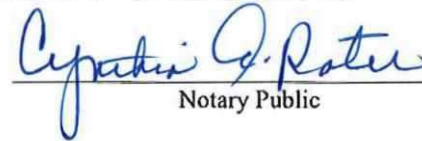
ACKNOWLEDGEMENT

STATE OF Arizona )

COUNTY OF Maricopa ) ss.

The foregoing instrument was acknowledged before me this 21 day of October, 2021 by Desmond Jackbir.

Commission Expires: March 31, 2023  
(Seal)

  
Cynthia A. Roter  
Notary Public

**EXHIBIT A**  
Special Warranty Deed  
(6 pages)

Closing Document No. 2.2

4

**SPECIAL WARRANTY DEED**  
(Real Property/Urban)

**PUBLIC SERVICE COMPANY OF NEW MEXICO** (including its division **Sangre de Cristo Water Company**), a New Mexico corporation, for consideration paid, grants to **CITY OF SANTA FE, NEW MEXICO**, a municipal corporation, whose address is Post Office Box 909, Santa Fe, New Mexico 87504-0909, the following described real estate in Santa Fe County, New Mexico:

The real estate parcels more particularly described in Exhibits "A" through "O" attached hereto and incorporated herein by reference;

SUBJECT, HOWEVER, TO:

1. Such covenants, conditions, restrictions, reservations and encumbrances as are applicable to particular parcels and expressly enumerated in the aforementioned exhibits;
2. Liens for taxes, assessments and governmental charges not yet due and payable;
3. Zoning laws and ordinances and similar governmental land use regulations; and
4. Rights reserved to any governmental authority to regulate the affected property

with special warranty covenants.



COUNTY OF SANTA FE  
STATE OF NEW MEXICO 909, 973  
I hereby certify that this instrument was filed  
for record on the 3 day of July, A.D.  
19 95 at 9:53 o'clock a.m.  
and was recorded in book 1173  
page 377-425 of the records of  
Santa Fe County.  
Witness my Hand and Seal of Office  
Jonas G. Armiste  
County Clerk, Santa Fe County, N.M.  
Victoria Clayton  
Deputy

# Exhibit A

1178379

## EXHIBIT INDEX TO SPECIAL WARRANTY DEED (REAL PROPERTY/URBAN)

<u>EXHIBIT</u>	<u>TRACT NO.</u>	<u>COMMON NAME</u>
A	Tract 1	Alto St. Well
B	Tract 2	Agua Fria Well
C	Tract 3	Buckman Reservoir
D	Tract 4	St. Michaels Well
E	Tract 5	Dempsey Tank Site (New)
F	Tract 14	Osage Well
G	Tract 16	Torreon Well
H	Tract 18	Hydro Plant
I	Tract 19	Acre Estates Well
J	Tract 21	Service Center
K	Tract 24	Bauer
L	Tract 26	Santa Fe Well
* M	Tract 27	Buckman Booster #4
N	Tract 28	Country Club Estates
O	Tract 29	Hickox St. Well

# Exhibit A

1178417

## FEE SIMPLE: TRACT 27

Buckman Booster Station #4, as shown and delineated on that certain plat of survey entitled "Plat of Survey for Public Service Company of New Mexico Buckman Booster Station #4, La Tierra within Section 8, T17N, R9E, N.M.P.M., Santa Fe County, New Mexico", prepared by Richard E. Smith, NMPS No. 5837, dated May 24, 1994 and filed as Document No. 868,743 in Plat Book 278, Page 045, amended May 5, 1995 and filed as Document No. 909,045 and recorded in Plat Book 307, Page 033, in the records of Santa Fe County, New Mexico, and described as follows:

A certain tract of land lying and being situate within Section 8, T.17 N., R.9 E., N.M.P.M., within the County of Santa Fe, New Mexico and being more particularly described by metes and bounds on a plat of survey titled "Plat of Survey Prepared for Public Service Company of New Mexico, Booster Station #4, La Tierra, Within Section 8, T.17 N., R.9 E., N.M.P.M., Santa Fe County, New Mexico", by Richard E. Smith, NMPS No. 5837, dated May, 1994, as follows: Beginning at the southwesterly corner of the tract, a capped rebar marked "Dawson #7014" found, from whence a capped rebar marked "Koogle & Pouis Eng. 1358 20" being the corner common to Sections 7, 8, 17 & 18, T.17 N., R.9 E., bears S. 53°00'50" W., 529.55 feet; thence from said point of beginning, N. 27°59'00" E., 270.00 feet to a S. & W. capped rebar set; thence, S. 62°01'00" E., 300.15 feet to a S. & W. capped rebar set; thence, S. 27°59'00" W., 270.00 feet to a capped rebar marked "Dawson #7014" found; thence, N. 62°01'00" W., 300.15 feet to the point and place of beginning.

## TOGETHER WITH

## EASEMENT APPURTENANT TO TRACT 27

A strip of land forty (40) feet wide being twenty (20) feet on either side of the following described centerline, more fully described as follows: Beginning at a point on the west property line of Booster Station No. 4, Buckman Water Project, lying within Section 8, Township 17 North, Range 9 East, of the New Mexico Principal Meridian, from whence the southwest corner of said property bears S. 27°59'00" W., a distance of one hundred and thirty-two (132.00) feet; thence from said point of beginning N. 62°01' W., a distance of thirty-eight (38.0) feet; thence N. 27°59' E., a distance of two hundred thirty-five (235.0) feet to a point on the Santa Fe, Buckman Road and the end of the line herein described. Created by Grant of Easement by and between La Tierra, Ltd., a New Mexico limited partnership and Public Service Company of New Mexico, dated September 30, 1987 and recorded in Misc. Book 592, Page 975, and as shown and delineated on that certain plat entitled "Plat of Survey for Public Service Company of New Mexico Buckman Booster Station #4, La Tierra within Section 8, T17N, R9E, N.M.P.M., Santa Fe County, New Mexico", prepared by Richard E. Smith, NMPS No. 5837, dated May 24, 1994 and filed as Document No. 868,743 in Plat Book 278, Page 045, amended May 5, 1995 and filed as Document No. 909,045 and recorded in Plat Book 307, Page 033, in the records of Santa Fe County, New Mexico.

## Exhibit A

1178418

### SUBJECT TO THE FOLLOWING EXCEPTIONS:

Terms and Conditions contained in Patent from United States of America to State of New Mexico, dated October 13, 1916, and recorded in Misc. Book 524, Page 462, in the records of Santa Fe County, New Mexico.

Terms, Conditions and Reservation contained in Patent from the State of New Mexico to Robert H. Weil and Suzanne H. Weil, dated December 13, 1977, and recorded in Misc. Book 356, Page 644, in the records of Santa Fe County, New Mexico.

Dirt road, deviation of fences from property boundary lines, encroachment of Gas Company fence - utility boxes on Northeast side, and encroachment of utility box onto west side, utility box on concrete pad within 10 foot wide utility easement, 10 foot wide underground utility easements, underground gas lines, underground telephone lines, underground water lines, underground cable TV line, concrete headwalls and irrigation pinflags, rights of others in and to that area lying between the east fence line and the area occupied by the Gas Company of New Mexico, all as shown on Plat of Survey for Public Service Company of New Mexico, by Richard E. Smith, NMPS No. 5837, dated May 6, 1994 and recorded on June 30, 1994 as Document No. 868,743 in Plat Book 278, Page 45, amended May 5, 1995 and filed as Document No. 909,045 and recorded in Plat Book 307, Page 033, in the records of Santa Fe County, New Mexico.

Rights of others in and to the easement granted herein.

Reversionary Clause in Warranty Deed from La Tierra, Ltd., to Public Service Company of New Mexico, dated September 30, 1987 and recorded in Book 592, Page 973, in the records of Santa Fe County, New Mexico.

Easement Agreement by and between Sangre de Cristo Water Company and New Mexico #4 Santa Fe RSA West Limited Partnership, as evidenced of record by Memorandum of Option and Easement Agreement dated March 29, 1995 and recorded in Book 1162, Pages 647-651, and as shown on Plat of Survey for Public Service Company of New Mexico, by Richard E. Smith, NMPS No. 5837, dated May 6, 1994 and recorded on June 30, 1994 as Document No. 868,743 in Plat Book 278, Page 45, amended May 5, 1995 and filed as Document No. 909,045 and recorded in Plat Book 307, Page 033, in the records of Santa Fe County, New Mexico (the "Plat").

# Exhibit A

1178419

TRACT 27

RESERVING AND EXCEPTING unto Grantor, its successors and assigns, nonexclusive utility easements for the 10' Wide Underground Utility Easements, and the utility box on concrete pad located on such easements, as shown on the above-referenced Plat.

EXHIBIT "M", PAGE 3 OF 3

NM4 LAS CAMPANAS

ITEM \_\_\_\_\_

**Exhibit B**

Existing Utility Route Sketch  
(2 pages)



# Exhibit B

## KEYED NOTES

- (A) FOUND #4 REBAR W/CAP STAMPED "LS 7014"  
[HELD FOR ORIGIN OF SURVEY]
- (B) FOUND #4 REBAR W/CAP STAMPED "LS 7014"  
[HELD FOR ALIGNMENT]
- (C) FOUND #5 REBAR W/ALUMINUM CAP  
STAMPED "S&W 5837"
- ① 50' WIDE P.N.M. WATERLINE EASEMENT  
BOOK 092, PAGE 978-984  
SANTA FE COUNTY RECORDS
- ② 40' WIDE ACCESS EASEMENT  
BOOK 592, PAGE 975  
SANTA FE COUNTY RECORDS
- ③ GAS COMPANY OF NEW MEXICO  
Non-Accessible Chain Link Enclosure
- ④ **CAUTION:**  
Approximate Location of Potential  
Underground 2" PVC Pipe  
[Shown on Record Plot Filed June 30, 1994,  
Book 278, Page 045]

## REFERENCE DOCUMENTS:

1. NEW LIGHT POLE ARM TO BE INSTALLED AT THE ELEVATION  
REQUIRED TO ENSURE THE HEIGHT OF THE LIGHT REMAINS  
CONSISTENT WITH EXISTING LIGHT POLES OF SIMILAR DESIGN
2. SPECIAL WARRANTY DEED, BETWEEN PUBLIC SERVICE  
COMPANY OF NEW MEXICO (GRANTOR) AND CITY OF SANTA  
FE, NEW MEXICO (GRANTEE), RECORDED JULY 3, 1995, IN  
BOOK 1178, PAGE 377, RECORDS OF SANTA FE COUNTY,  
NM.
3. GRANT OF EASEMENT, BETWEEN LA TIERRA, LTD (GRANTOR)  
AND PUBLIC SERVICE COMPANY OF NEW MEXICO (GRANTEE),  
RECORDED SEPTEMBER 30, 1981, IN BOOK 592, PAGE 975,  
RECORDS OF SANTA FE COUNTY, NM.
4. MEMORANDUM OF OPTION & EASEMENT AGREEMENT,  
BETWEEN SANGRE DE CRISTO WATER COMPANY (GRANTOR)  
AND NEW MEXICO #4 SANTA FE RSA WEST LIMITED  
PARTNERSHIP (GRANTEE), RECORDED MAY 9, 1995, AS  
DOCUMENT NO. 903.924, IN BOOK 1162, PAGE 647,  
RECORDS OF SANTA FE COUNTY, NM.
5. PLAT OF SURVEY PREPARED FOR PUBLIC SERVICE COMPANY  
OF NEW MEXICO, RECORDED JUNE 30, 1994, IN PLAT BOOK  
278, PAGE 045, RECORDS OF SANTA FE COUNTY, NM.

DESIGNED FOR:

**verizon**

4821 EUBANK NE  
ALBUQUERQUE, NEW MEXICO 87111

DESIGNED BY:

**15 INFRASTRUCTURE**  
PARTNERS

PROJECT NAME:

VZW NM4 LAS CAMPANAS

PROJECT ADDRESS:

BUCKMAN BOOSTER STATION #4

SHEET TITLE:

LEASE EXHIBIT A

BY: DWV

DATE: 10/11/2019 9:40 AM

SHEET NUMBER:

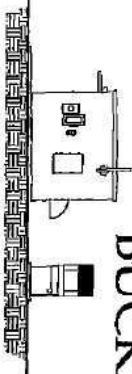
SK2

**verizon**wireless

BUCKMAN BOOSTER STATION #4

SANTA FE, NEW MEXICO

SANTA FE COUNTY



**SOUTHWEST ELEVATION**  
**SCALE: 1:12**

# GENERATOR INSTALLATION PROJECT

SHEET INDEX		PROJECT INDEX		GENERAL PROJECT NOTES		BUILDING CODE ANALYSIS (2006 INTERNATIONAL BUILDING CODE)		PRODUCT DESCRIPTION	
SHEET	TYPE	REVISION	DESCRIPTION	SECTION	DETAIL	SECTION	DETAIL	SECTION	DETAIL
1	GENERAL	1	GENERAL	1	GENERAL	1	GENERAL	1	GENERAL
2	FOUNDATION	2	FOUNDATION	2	FOUNDATION	2	FOUNDATION	2	FOUNDATION
3	WALLS	3	WALLS	3	WALLS	3	WALLS	3	WALLS
4	ROOF	4	ROOF	4	ROOF	4	ROOF	4	ROOF
5	MECHANICAL	5	MECHANICAL	5	MECHANICAL	5	MECHANICAL	5	MECHANICAL
6	ELECTRICAL	6	ELECTRICAL	6	ELECTRICAL	6	ELECTRICAL	6	ELECTRICAL
7	PLUMBING	7	PLUMBING	7	PLUMBING	7	PLUMBING	7	PLUMBING
8	FINISHES	8	FINISHES	8	FINISHES	8	FINISHES	8	FINISHES
9	DETAILS	9	DETAILS	9	DETAILS	9	DETAILS	9	DETAILS
10	NOTES	10	NOTES	10	NOTES	10	NOTES	10	NOTES

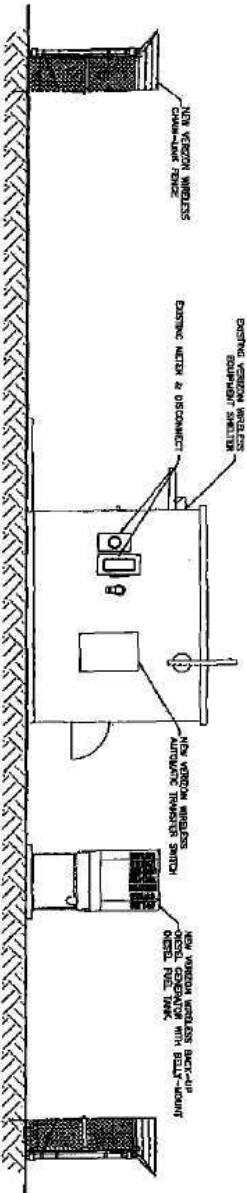
APPROVED  
for construction

T1

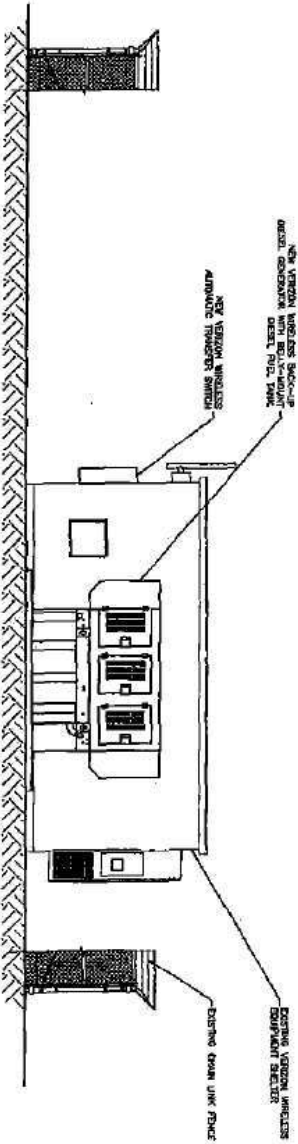


# Exhibit C

SOUTHWEST ELEVATION  
SCALE 3/16" = 1'-0"



SOUTHEAST ELEVATION  
SCALE 3/16" = 1'-0"



APPROVED  
FOR CONSTRUCTION

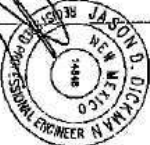
verizonwires

4871 CLARK RD.  
ALBUQUERQUE, NM 87111

THESE DRAWINGS AND SPECIFICATIONS ARE PREPARED BY THE STATE DEPARTMENT OF TRANSPORTATION AND CONSTRUCTION FOR THE USE OF THE STATE DEPARTMENT OF TRANSPORTATION AND CONSTRUCTION. THE STATE DEPARTMENT OF TRANSPORTATION AND CONSTRUCTION IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION CONTAINED HEREIN. THE STATE DEPARTMENT OF TRANSPORTATION AND CONSTRUCTION IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION CONTAINED HEREIN.

**TowerCom**  
TECHNOLOGIES  
4520 MONTGOMERY BLVD, NE, SUITE 5 ALBUQUERQUE, NM 87108  
Tel: 505-252-1884 Fax: 505-252-1888

NO.	DESCRIPTION	DATE	BY
1	PRELIMINARY - NOT FOR CONSTRUCTION	8/25/00	BT
2	APPROVED FOR CONSTRUCTION	10/24/00	BT
3	APPROVED LANDSCAPING PLAN	04/28/01	BT
4	APPROVED TREE AREA AND EQUIPMENT BUILDINGS	10/24/00	BT



NM4 LAS CAMPANAS  
GENERATOR  
INSTALLATION

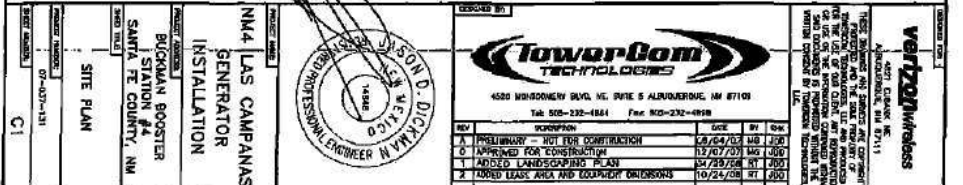
BUCKMAN BOOSTER  
STATION #4  
SANTA FE COUNTY, NM

ELEVATIONS

PROJECT NUMBER: 01-437-131  
SHEET NUMBER: C3







**NOTE:**  
TO BE REPRODUCED AND CIRCULATED  
OF IN A LEGAL MANNER

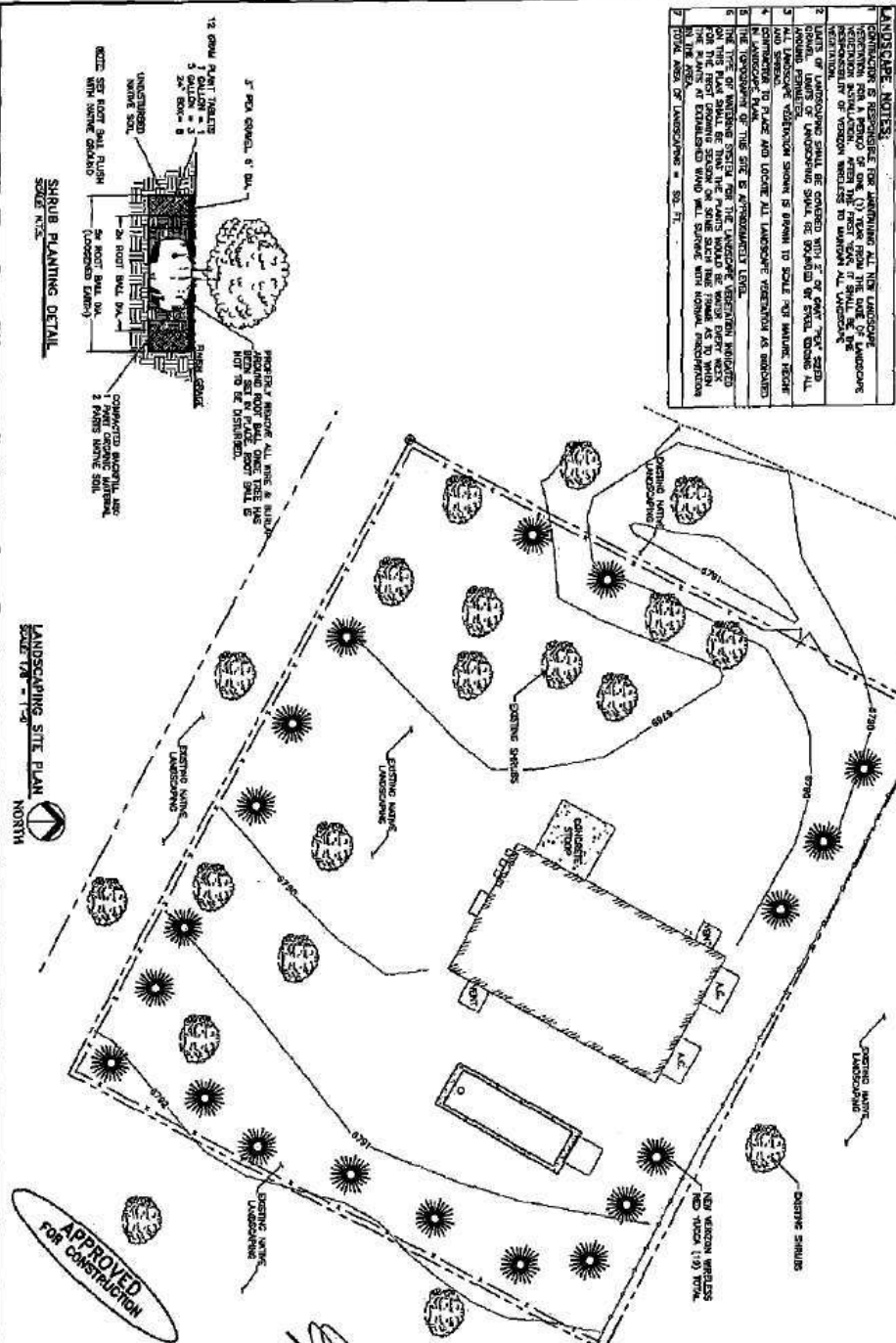
[illegible]

# Exhibit C

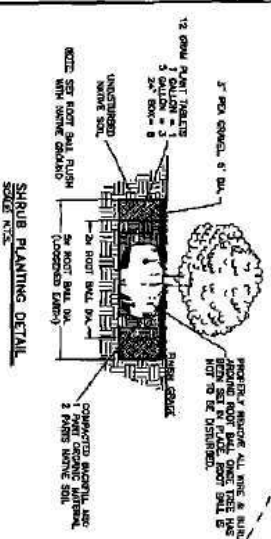
## LANDSCAPE VEGETATION SCHEDULE

COMMON NAME	SCIENTIFIC NAME	QUANTITY	WATER REQUIREMENT	ANNUAL SIZE AT PLANTING	WATER REQUIREMENT
RED YUCCA	HEDYOTIS PENTAGONA	13	3"-5"	3 GALLON	B-MEDIUM

- LANDSCAPE NOTES:**
1. ALL PLANTINGS SHALL BE DONE WITHIN THE LANDSCAPE VEGETATION SCHEDULE. AFTER THE FIRST YEAR IT SHALL BE THE RESPONSIBILITY OF THE OWNER TO MAINTAIN ALL PLANTINGS.
  2. PLANTS OF LANDSCAPE SHALL BE COVERED WITH 2" OF MULCH "TYPICAL" THROUGHOUT. LANDSCAPING SHALL BE DONE BY 10/24/08.
  3. ALL LANDSCAPE VEGETATION SHOWN IS GIVEN TO SCALE. NOT EXACT. PLANTING TO PLACE AND LOCATE ALL LANDSCAPE VEGETATION AS SHOWN.
  4. LANDSCAPE PLAN.
  5. THE TOPOGRAPHY OF THE SITE IS APPROXIMATELY LEVEL.
  6. THE LANDSCAPE VEGETATION SHALL BE PLANTED WITHIN THE LANDSCAPE VEGETATION SCHEDULE. THE LANDSCAPE VEGETATION SHALL BE PLANTED WITHIN THE LANDSCAPE VEGETATION SCHEDULE. THE LANDSCAPE VEGETATION SHALL BE PLANTED WITHIN THE LANDSCAPE VEGETATION SCHEDULE.
  7. THE LANDSCAPE VEGETATION SHALL BE PLANTED WITHIN THE LANDSCAPE VEGETATION SCHEDULE. THE LANDSCAPE VEGETATION SHALL BE PLANTED WITHIN THE LANDSCAPE VEGETATION SCHEDULE. THE LANDSCAPE VEGETATION SHALL BE PLANTED WITHIN THE LANDSCAPE VEGETATION SCHEDULE.
  8. TOTAL AREA OF LANDSCAPING = 50.00 SQ. FT.



### SHRUB PLANTING DETAIL



### LANDSCAPING SITE PLAN



APPROVED FOR CONSTRUCTION

**PROJECT NAME:**  
NMA LAS CAMPANAS GENERATOR INSTALLATION

**PROJECT ADDRESS:**  
BUCKHAM BOOSTER STATION #4 SANTA FE COUNTY, NM

**DATE:**  
07-07-13

**SCALE:**  
1"=10'

**DESIGNED BY:**

**DESIGNED BY:**

4520 MONTGOMERY BLVD., STE. 100, ALBUQUERQUE, NM 87105  
Tel: 505-332-1864 Fax: 505-332-1828

REV	DESCRIPTION	DATE	BY	CHK
1	PRELIMINARY - NOT FOR CONSTRUCTION	08/04/07	ME	DD
2	APPROVED FOR CONSTRUCTION	09/07/07	ME	DD
3	ADDED LANDSCAPING PLAN	04/25/08	ME	DD
4	ADDED LEAK AREA AND EQUIPMENT DIMENSIONS	10/24/08	ME	DD

**VERIZON WIRELESS**  
4520 KENNEDY, NE  
ALBUQUERQUE, NM 87111

THIS DOCUMENT IS THE PROPERTY OF VERIZON WIRELESS. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN. IT IS NOT TO BE REPRODUCED OR USED FOR ANY OTHER PROJECT WITHOUT THE WRITTEN CONSENT OF VERIZON WIRELESS.

**verizonwireless**

4427 Lakeland, NJ 07033  
Tel: 908-232-1000 Fax: 908-232-4000

4428 Montpelier, NJ 07043  
Tel: 908-232-1000 Fax: 908-232-4000

**TURN/OUT-ENTER**

4429 Montpelier, NJ 07043  
Tel: 908-232-1000 Fax: 908-232-4000

**VERIZON WIRELESS**

NM4

**LAS CAMPANAS**

**BUCKMAN BOOSTER STATION #4**

SANTA FE COUNTY, NM

**ENLARGED SITE OVERVIEW-SCALE: 1" = 20'**

**TOWER PROFILE**

SCALE: 1" = 20'

**COORDINATE REPORT**  
(NAD83/NAD88)

LATITUDE: 35° 42' 04.092"  
LONGITUDE: 106° 01' 01.072"  
GROUND ELEVATION: 6780.1  
MEASUREMENTS: 1/2000 LATERAL MEASUREMENTS

**90% COMPLETE NOT FOR CONSTRUCTION**

**CERTIFICATION:**

This Survey was done with artificial persons and land persons who are not qualified to perform this work. The Surveyor is not a professional engineer and is not qualified to perform this work. The Surveyor is not a professional engineer and is not qualified to perform this work. The Surveyor is not a professional engineer and is not qualified to perform this work.

**SURVEY CONTROL-SCALE: 1" = 100'**

**EXCISED NOTES**

(A) FOUND A BUCKMAN BOOSTER STATION #4 1014' FROM THE CENTER OF STATION #4

(B) FOUND A BUCKMAN BOOSTER STATION #4 1014' FROM THE CENTER OF STATION #4

(C) FOUND A BUCKMAN BOOSTER STATION #4 1014' FROM THE CENTER OF STATION #4

(D) FOUND A BUCKMAN BOOSTER STATION #4 1014' FROM THE CENTER OF STATION #4

(E) FOUND A BUCKMAN BOOSTER STATION #4 1014' FROM THE CENTER OF STATION #4

(F) FOUND A BUCKMAN BOOSTER STATION #4 1014' FROM THE CENTER OF STATION #4

(G) FOUND A BUCKMAN BOOSTER STATION #4 1014' FROM THE CENTER OF STATION #4

(H) FOUND A BUCKMAN BOOSTER STATION #4 1014' FROM THE CENTER OF STATION #4

(I) FOUND A BUCKMAN BOOSTER STATION #4 1014' FROM THE CENTER OF STATION #4

(J) FOUND A BUCKMAN BOOSTER STATION #4 1014' FROM THE CENTER OF STATION #4

(K) FOUND A BUCKMAN BOOSTER STATION #4 1014' FROM THE CENTER OF STATION #4

(L) FOUND A BUCKMAN BOOSTER STATION #4 1014' FROM THE CENTER OF STATION #4

(M) FOUND A BUCKMAN BOOSTER STATION #4 1014' FROM THE CENTER OF STATION #4

(N) FOUND A BUCKMAN BOOSTER STATION #4 1014' FROM THE CENTER OF STATION #4

(O) FOUND A BUCKMAN BOOSTER STATION #4 1014' FROM THE CENTER OF STATION #4

(P) FOUND A BUCKMAN BOOSTER STATION #4 1014' FROM THE CENTER OF STATION #4

(Q) FOUND A BUCKMAN BOOSTER STATION #4 1014' FROM THE CENTER OF STATION #4

(R) FOUND A BUCKMAN BOOSTER STATION #4 1014' FROM THE CENTER OF STATION #4

(S) FOUND A BUCKMAN BOOSTER STATION #4 1014' FROM THE CENTER OF STATION #4

(T) FOUND A BUCKMAN BOOSTER STATION #4 1014' FROM THE CENTER OF STATION #4

(U) FOUND A BUCKMAN BOOSTER STATION #4 1014' FROM THE CENTER OF STATION #4

(V) FOUND A BUCKMAN BOOSTER STATION #4 1014' FROM THE CENTER OF STATION #4

(W) FOUND A BUCKMAN BOOSTER STATION #4 1014' FROM THE CENTER OF STATION #4

(X) FOUND A BUCKMAN BOOSTER STATION #4 1014' FROM THE CENTER OF STATION #4

(Y) FOUND A BUCKMAN BOOSTER STATION #4 1014' FROM THE CENTER OF STATION #4

(Z) FOUND A BUCKMAN BOOSTER STATION #4 1014' FROM THE CENTER OF STATION #4

**AS-BUILT SURVEY**

SECTION 8, TOWNSHIP 17 NORTH, RANGE 9 EAST, N.M.P.M.

SANTA FE COUNTY, NEW MEXICO

**DRIVING DIRECTIONS FROM ALBUQUERQUE INTERNATIONAL AIRPORT**

1. Take I-40 South to Exit 144 (I-40 to I-25) and turn right onto I-25 South.

2. Take I-25 South to Exit 144 (I-25 to I-40) and turn right onto I-40 South.

3. Take I-40 South to Exit 144 (I-40 to I-25) and turn right onto I-25 South.

4. Take I-25 South to Exit 144 (I-25 to I-40) and turn right onto I-40 South.

5. Take I-40 South to Exit 144 (I-40 to I-25) and turn right onto I-25 South.

6. Take I-25 South to Exit 144 (I-25 to I-40) and turn right onto I-40 South.

7. Take I-40 South to Exit 144 (I-40 to I-25) and turn right onto I-25 South.

8. Take I-25 South to Exit 144 (I-25 to I-40) and turn right onto I-40 South.

9. Take I-40 South to Exit 144 (I-40 to I-25) and turn right onto I-25 South.

10. Take I-25 South to Exit 144 (I-25 to I-40) and turn right onto I-40 South.

11. Take I-40 South to Exit 144 (I-40 to I-25) and turn right onto I-25 South.

12. Take I-25 South to Exit 144 (I-25 to I-40) and turn right onto I-40 South.

13. Take I-40 South to Exit 144 (I-40 to I-25) and turn right onto I-25 South.

14. Take I-25 South to Exit 144 (I-25 to I-40) and turn right onto I-40 South.

15. Take I-40 South to Exit 144 (I-40 to I-25) and turn right onto I-25 South.

16. Take I-25 South to Exit 144 (I-25 to I-40) and turn right onto I-40 South.

17. Take I-40 South to Exit 144 (I-40 to I-25) and turn right onto I-25 South.

18. Take I-25 South to Exit 144 (I-25 to I-40) and turn right onto I-40 South.

19. Take I-40 South to Exit 144 (I-40 to I-25) and turn right onto I-25 South.

20. Take I-25 South to Exit 144 (I-25 to I-40) and turn right onto I-40 South.

21. Take I-40 South to Exit 144 (I-40 to I-25) and turn right onto I-25 South.

22. Take I-25 South to Exit 144 (I-25 to I-40) and turn right onto I-40 South.

23. Take I-40 South to Exit 144 (I-40 to I-25) and turn right onto I-25 South.

24. Take I-25 South to Exit 144 (I-25 to I-40) and turn right onto I-40 South.

25. Take I-40 South to Exit 144 (I-40 to I-25) and turn right onto I-25 South.

26. Take I-25 South to Exit 144 (I-25 to I-40) and turn right onto I-40 South.

27. Take I-40 South to Exit 144 (I-40 to I-25) and turn right onto I-25 South.

28. Take I-25 South to Exit 144 (I-25 to I-40) and turn right onto I-40 South.

29. Take I-40 South to Exit 144 (I-40 to I-25) and turn right onto I-25 South.

30. Take I-25 South to Exit 144 (I-25 to I-40) and turn right onto I-40 South.

31. Take I-40 South to Exit 144 (I-40 to I-25) and turn right onto I-25 South.

32. Take I-25 South to Exit 144 (I-25 to I-40) and turn right onto I-40 South.

33. Take I-40 South to Exit 144 (I-40 to I-25) and turn right onto I-25 South.

34. Take I-25 South to Exit 144 (I-25 to I-40) and turn right onto I-40 South.

35. Take I-40 South to Exit 144 (I-40 to I-25) and turn right onto I-25 South.

36. Take I-25 South to Exit 144 (I-25 to I-40) and turn right onto I-40 South.

37. Take I-40 South to Exit 144 (I-40 to I-25) and turn right onto I-25 South.

38. Take I-25 South to Exit 144 (I-25 to I-40) and turn right onto I-40 South.

39. Take I-40 South to Exit 144 (I-40 to I-25) and turn right onto I-25 South.

40. Take I-25 South to Exit 144 (I-25 to I-40) and turn right onto I-40 South.

41. Take I-40 South to Exit 144 (I-40 to I-25) and turn right onto I-25 South.

42. Take I-25 South to Exit 144 (I-25 to I-40) and turn right onto I-40 South.

43. Take I-40 South to Exit 144 (I-40 to I-25) and turn right onto I-25 South.

44. Take I-25 South to Exit 144 (I-25 to I-40) and turn right onto I-40 South.

45. Take I-40 South to Exit 144 (I-40 to I-25) and turn right onto I-25 South.

46. Take I-25 South to Exit 144 (I-25 to I-40) and turn right onto I-40 South.

47. Take I-40 South to Exit 144 (I-40 to I-25) and turn right onto I-25 South.

48. Take I-25 South to Exit 144 (I-25 to I-40) and turn right onto I-40 South.

49. Take I-40 South to Exit 144 (I-40 to I-25) and turn right onto I-25 South.

50. Take I-25 South to Exit 144 (I-25 to I-40) and turn right onto I-40 South.

51. Take I-40 South to Exit 144 (I-40 to I-25) and turn right onto I-25 South.

52. Take I-25 South to Exit 144 (I-25 to I-40) and turn right onto I-40 South.

53. Take I-40 South to Exit 144 (I-40 to I-25) and turn right onto I-25 South.

54. Take I-25 South to Exit 144 (

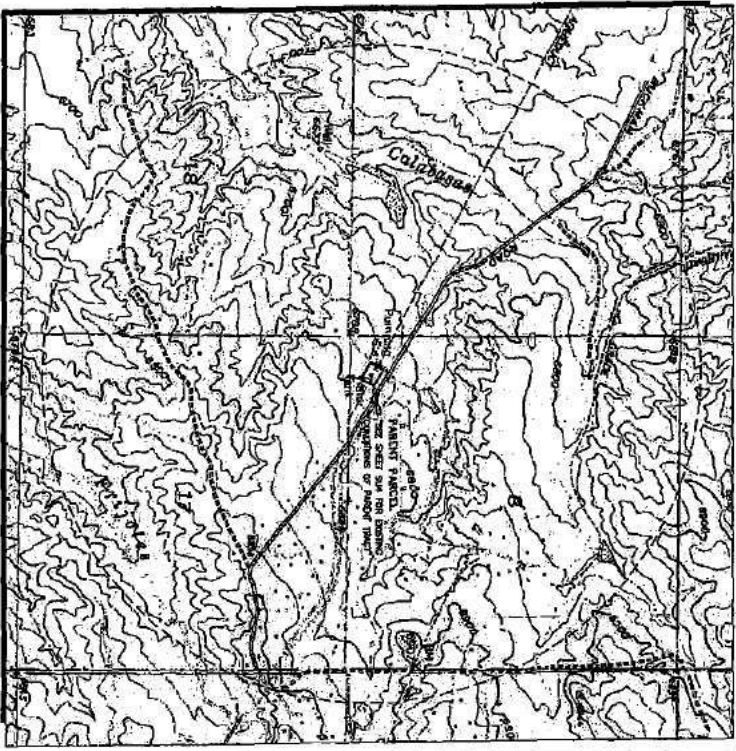


**BUCKMAN BOOSTER**

**SURVEY REFERENCE  
SURVEY CONTROL/  
SITE OVERVIEW/TANK PROFILE**

A map of the study area showing the location of the parent parcel and the proposed water treatment facility. The map includes a compass rose, a scale bar, and labels for various features.

- Parent Parcel:** A small square area labeled "PARENT PARCEL" and "PROPOSED WATER TREATMENT FACILITY".
- Zone X:** A large area labeled "ZONE X" and "PARENT PARCEL".
- Zone A:** A small area labeled "ZONE A".
- Water Features:** "ARROYO DE LOS COLUMBOS" and "ARROYO DE LOS COLUMBOS".
- Infrastructure:** "CALLE 10 (10' W. OF CALLE 10)" and "CALLE 10 (10' W. OF CALLE 10)".
- Scale:** "0 100' 200' 300' 400' 500' 600' 700' 800' 900' 1000' 1100' 1200' 1300' 1400' 1500' 1600' 1700' 1800' 1900' 2000' 2100' 2200' 2300' 2400' 2500' 2600' 2700' 2800' 2900' 3000' 3100' 3200' 3300' 3400' 3500' 3600' 3700' 3800' 3900' 4000' 4100' 4200' 4300' 4400' 4500' 4600' 4700' 4800' 4900' 5000' 5100' 5200' 5300' 5400' 5500' 5600' 5700' 5800' 5900' 6000' 6100' 6200' 6300' 6400' 6500' 6600' 6700' 6800' 6900' 7000' 7100' 7200' 7300' 7400' 7500' 7600' 7700' 7800' 7900' 8000' 8100' 8200' 8300' 8400' 8500' 8600' 8700' 8800' 8900' 9000' 9100' 9200' 9300' 9400' 9500' 9600' 9700' 9800' 9900' 10000' 10100' 10200' 10300' 10400' 10500' 10600' 10700' 10800' 10900' 11000' 11100' 11200' 11300' 11400' 11500' 11600' 11700' 11800' 11900' 12000' 12100' 12200' 12300' 12400' 12500' 12600' 12700' 12800' 12900' 13000' 13100' 13200' 13300' 13400' 13500' 13600' 13700' 13800' 13900' 14000' 14100' 14200' 14300' 14400' 14500' 14600' 14700' 14800' 14900' 15000' 15100' 15200' 15300' 15400' 15500' 15600' 15700' 15800' 15900' 16000' 16100' 16200' 16300' 16400' 16500' 16600' 16700' 16800' 16900' 17000' 17100' 17200' 17300' 17400' 17500' 17600' 17700' 17800' 17900' 18000' 18100' 18200' 18300' 18400' 18500' 18600' 18700' 18800' 18900' 19000' 19100' 19200' 19300' 19400' 19500' 19600' 19700' 19800' 19900' 20000' 20100' 20200' 20300' 20400' 20500' 20600' 20700' 20800' 20900' 21000' 21100' 21200' 21300' 21400' 21500' 21600' 21700' 21800' 21900' 22000' 22100' 22200' 22300' 22400' 22500' 22600' 22700' 22800' 22900' 23000' 23100' 23200' 23300' 23400' 23500' 23600' 23700' 23800' 23900' 24000' 24100' 24200' 24300' 24400' 24500' 24600' 24700' 24800' 24900' 25000' 25100' 25200' 25300' 25400' 25500' 25600' 25700' 25800' 25900' 26000' 26100' 26200' 26300' 26400' 26500' 26600' 26700' 26800' 26900' 27000' 27100' 27200' 27300' 27400' 27500' 27600' 27700' 27800' 27900' 28000' 28100' 28200' 28300' 28400' 28500' 28600' 28700' 28800' 28900' 29000' 29100' 29200' 29300' 29400' 29500' 29600' 29700' 29800' 29900' 30000' 30100' 30200' 30300' 30400' 30500' 30600' 30700' 30800' 30900' 31000' 31100' 31200' 31300' 31400' 31500' 31600' 31700' 31800' 31900' 32000' 32100' 32200' 32300' 32400' 32500' 32600' 32700' 32800' 32900' 33000' 33100' 33200' 33300' 33400' 33500' 33600' 33700' 33800' 33900' 34000' 34100' 34200' 34300' 34400' 34500' 34600' 34700' 34800' 34900' 35000' 35100' 35200' 35300' 35400' 35500' 35600' 35700' 35800' 35900' 36000' 36100' 36200' 36300' 36400' 36500' 36600' 36700' 36800' 36900' 37000' 37100' 37200' 37300' 37400' 37500' 37600' 37700' 37800' 37900' 38000' 38100' 38200' 38300' 38400' 38500' 38600' 38700' 38800' 38900' 39000' 39100' 39200' 39300' 39400' 39500' 39600' 39700' 39800' 39900' 40000' 40100' 40200' 40300' 40400' 40500' 40600' 40700' 40800' 40900' 41000' 41100' 41200' 41300' 41400' 41500' 41600' 41700' 41800' 41900' 42000' 42100' 42200' 42300' 42400' 42500' 42600' 42700' 42800' 42900' 43000' 43100' 43200' 43300' 43400' 43500' 43600' 43700' 43800' 43900' 44000' 44100' 44200' 44300' 44400' 44500' 44600' 44700' 44800' 44900' 45000' 45100' 45200' 45300' 45400' 45500' 45600' 45700' 45800' 45900' 46000' 46100' 46200' 46300' 46400' 46500' 46600' 46700' 46800' 46900' 47000' 47100' 47200' 47300' 47400' 47500' 47600' 47700' 47800' 47900' 48000' 48100' 48200' 48300' 48400' 48500' 48600' 48700' 48800' 48900' 49000' 49100' 49200' 49300' 49400' 49500' 49600' 49700' 49800' 49900' 50000' 50100' 50200' 50300' 50400' 50500' 50600' 50700' 50800' 50900' 51000' 51100' 51200' 51300' 51400' 51500' 51600' 51700' 51800' 51900' 52000' 52100' 52200' 52300' 52400' 52500' 52600' 52700' 52800' 52900' 53000' 53100' 53200' 53300' 53400' 53500' 53600' 53700' 53800' 53900' 54000' 54100' 54200' 54300' 54400' 54500' 54600' 54700' 54800' 54900' 55000' 55100' 55200' 55300' 55400' 55500' 55600' 55700' 55800' 55900' 56000' 56100' 56200' 56



CONTOUR LABEL 100°  
CONTOUR INTERVAL 20°  
DATE: NAME:

ENVELOPE SITE PLAN OVERVIEW  
TOPOGRAPHIC SURVEY  
20' INTERVALS  
POLYMER WATERS  
6-1/2" MINIMUM  
SU2  
27-037-1.51

SU2

