

## **FIRST AMENDMENT TO LEASE FOR ANTENNA COLLOCATION AND FACILITIES SITE**

This First Amendment to Lease for Antenna Collocation and Facilities Site (this “**First Amendment**”) is entered into as of the date last signed below (the “**Effective Date**”) is by and between the Incorporated County of Los Alamos, an incorporated county of the State of New Mexico (the “**Landlord**”), and Sprint Spectrum Realty Company, LLC (formerly a limited partnership), a Delaware limited liability company, successor in interest to Alamosa Properties, L.P. a Texas limited partnership (“**Tenant**”).

### **BACKGROUND**

**WHEREAS**, the Landlord, in its proprietary capacity as an incorporated county of the State of New Mexico, owns or controls that certain real property commonly known as 280 North Mesa Road, Los Alamos, New Mexico 87544 (the “**Property**”);

**WHEREAS**, the Property’s primary use is for the installation and operations of a water tank known as the North Mesa Water Tank (“**Facility**”);

**WHEREAS**, Landlord and Tenant entered into that certain Lease for Antenna Collocation and Facilities Site dated March 5, 2002 (the “**Lease**”) pursuant to which Tenant has the right to install, operate, and maintain its wireless communication equipment at the Facility;

**WHEREAS**, the final 5-year term of the Lease expires on March 1, 2032 and remains unmodified by this First Amendment;

**WHEREAS**, Landlord and Tenant desire to amend the Lease to allow for additional equipment to be installed at the Facility on the terms and conditions in this First Amendment.

**NOW, THEREFORE**, for good, valuable, and sufficient consideration received and acknowledged by the parties, Landlord and Tenant agree as follows:

### **AGREEMENT**

#### **1. PERMITTED USE; PREMISES; RECITALS AND DEFINED TERMS**

##### **1.1. Permitted Use and Premises**

Only the following titled and unnumbered subsections of Section 1.1 of the Lease are hereby deleted in its entirety and replaced by the following:

“**Permitted Use**. Tenant may use the Premises to construct, install, operate, maintain, remove and repair antennas, radios and any

associated utility or equipment boxes, battery backup, back-up natural gas generator, transmitters, receivers, amplifiers, and ancillary equipment used for radio or other wireless communication (voice, data or otherwise) transmission and/or reception, which includes without limitation the means, devices and apparatus used to attach or mount equipment to the Facility, and any ancillary equipment such as wiring, cabling, conduits, pipes, fiber, power feeds or similar appurtenances, any ground based equipment or power pedestals required for the operation of equipment, all in the locations and configurations more particularly described in **Exhibit B-1** attached hereto and incorporated herein ("**Tenant's Equipment**") to transmit and receive wireless communications signals operated in compliance with all applicable laws (the "**Permitted Use**") but for no other purpose whatsoever. Tenant does not have a right to modify or install any equipment that is not listed in Exhibit B-1 without the prior written approval of Council of Incorporated County of Los Alamos created by the Los Alamos County Charter ("**County Council**"), which approval may be withheld for any or no reason in the County Council's sole discretion. Notwithstanding the foregoing, without City Council consent, Tenant may perform maintenance, repairs, like-kind or similar replacements of Equipment (so long as such replacements do not increase the loading on the Facility) and may make modifications within the interior of any shelters or within the ground space. All Tenant's Equipment attached or mounted to the Facility will be painted to match the Facility.

### **Premises.**

(a) Subject to the terms and conditions in this Lease, Landlord in its proprietary capacity as the Property owner, leases to Tenant vertical and horizontal space on the Facility at 122-feet above-ground-level for the attachment of seven antennas, each not exceeding eight (8) feet in length ("**Antenna Space**") and exactly 624 square feet of ground space on the Property ("**Ground Space**"), both as depicted in **Exhibit C-1** attached hereto and incorporated herein (Ground Space and Antenna Space collectively as the "**Premises**") for the Permitted Use only and for no other purpose whatsoever without County Council's prior written consent, which may be withheld for any or no reason in the County Council's sole and absolute discretion.

(b) Except as may be specifically and explicitly provided otherwise in this Lease, Landlord makes no warranties or representations whatsoever about the fitness or suitability of the

Facility, Property, Premises or Easement (as defined in Section 9.3 of the Lease) for Tenant's Permitted Use."

## **1.2. Recitals and Defined Terms.**

- (a) The Parties acknowledge the accuracy of the foregoing recitals in this First Amendment.
- (b) Any capitalized terms not defined in this First Amendment shall have the meanings ascribed to them in the Lease.

## **2. RENTAL AND ANNUAL ESCALATOR**

**2.1 Rental.** Notwithstanding anything contained in the Lease to the contrary, commencing on the first day of the first month following the full execution of this First Amendment, Tenant shall pay monthly rent to Landlord in the amount of ONE THOUSAND NINE HUNDRED FIFTY-ONE and 13/100 DOLLARS (\$1,951.13) (the "**Rental**") on or before the first calendar day of each month, in advance, without any prior demand, setoff, deduction or counterclaim for any reason. The initial Rental payment shall be due within 45 days from the full execution of this First Amendment.

**2.2 Annual Escalator.** Section 2.2 of the Lease is hereby amended by deleting and replacing the last sentence of the provision as follows:

"Each Renewal Term shall be on the same terms and conditions set forth in this Lease, except that upon the first anniversary of the Effective Date and upon each subsequent anniversary of the Effective Date during the Primary Term and during any Renewal Terms, any rental payments for each year commencing on the March 5, 2023 and on each anniversary of March 5 thereafter, shall be automatically increased by the greater of: (i) three percent (3%) or (ii) the increase in percentage in annual the Consumer Price Index for All Urban Consumers (CPI-U) published by the United States Bureau of Labor in the immediately preceding October annual CPI-U report."

**3. PROPRIETARY CAPACITY ACKNOWLEDGEMENT.** Landlord and Tenant expressly acknowledge and agree that Landlord enters this First Amendment solely in its proprietary capacity as the owner of the Property and not in its capacity as a regulatory agency. Tenant acknowledges and agrees that any federal or state laws applicable to Landlord in its regulatory capacity will not be applicable to Landlord in its proprietary capacity and Tenant will not seek to have such laws applied to Landlord or any approval, disapproval, act or failure to act in connection with this First Amendment.

4. **ADMINISTRATIVE FEE.** Within 60 days after the parties fully execute this Amendment, Tenant shall pay to Landlord a nonrefundable one-time administrative fee equal to FIFTEEN THOUSAND and 00/100 Dollars (\$15,000.00) (the “**Administrative Fee**”) to cover Landlord’s costs to review and execute this Amendment. The Administrative Fee shall not be any offset to any Rental owed under this First Amendment and is fully earned, non-refundable by Landlord upon the full execution of this First Amendment.
5. **EARLY TERMINATION FEE.** If Tenant elects to terminate the Lease, as amended, pursuant to Section 4.2.1. of the Lease, Tenant shall include with its termination notice a lump sum payable to Landlord equal to the then-current Rental multiplied by either 12 or the number of months remaining in the then-current five (5) year term, whichever is less (the “**Early Termination Fee**”).

## 6. REMOVAL AND RESTORATION

Section 4.5 of the Lease is hereby deleted in its entirety and replaced by the following:

### “4.5

- (a) Tenant’s right to possess and use the Premises shall automatically terminate upon the earlier of the natural expiration or the termination of this Lease. Upon the natural expiration or the termination of this Lease, Tenant, in its sole cost and expense, shall: (i) cause the immediate cessation of all its radio transmissions from the Premises; (ii) remove all Tenant’s Equipment, footings, foundations, utilities, wiring, conduits and all other personal property installed by Tenant or for the benefit of Tenant; (iii) repair any damage to the Premises caused by such removal and return the Premises to the condition which existed on the Effective Date, reasonable wear and tear and damage beyond the control or without the fault or neglect of Tenant excepted; and (iv) if Tenant previously recorded a memorandum of agreement for this Lease, record and deliver a quitclaim deed or other legally-sufficient document satisfactory to Landlord to terminate Tenant’s rights in the Property in favor of Landlord.
- (b) Tenant shall be deemed to occupy the Premises as a tenant-at-will until and unless Tenant complies with all requirements in Section 4.5(a).”

## 7. BACK-UP GENERATOR

- (a) Tenant shall replace any landscape features damaged or displaced by the construction, installation, operation, and maintenance of the back-up natural gas generator (“**Generator**”) and any other work performed by the Tenant or at the Tenant’s direction. If any trees are damaged or displaced, the Tenant shall hire and pay for a licensed arborist to select and plant replacement landscaping in an appropriate location for the species. Any replacement tree must be substantially the same size as the damaged tree. Upon completion of installation of such landscaping or trees, Landlord shall be solely responsible for the maintenance and care thereof and shall be solely responsible for any repair necessitated by any damage or destruction that occurs thereto through no fault of Tenant.
- (b) If Tenant is required by the jurisdiction to submit an acoustic analysis to obtain entitlements for the Generator, such acoustic analysis will be prepared and certified by an engineer licensed by the State of New Mexico and will demonstrate compliance with the jurisdiction’s noise regulations pursuant to Los Alamos County Code (“**LACC**”) Sections 18-71 through 18-79. The acoustic analysis must also include an analysis of the manufacturers’ specifications for all noise-emitting equipment and a depiction of the proposed equipment relative to all adjacent property lines. Tenant agrees to provide Landlord with a copy of said acoustic analysis prior to the installation of the Generator. If the jurisdiction does not require an acoustic analysis, Tenant will submit to Landlord documentation from the equipment manufacturer(s) that the ambient noise emitted from the Generator will not exceed the applicable noise limits of LACC Sections 18-71 through 18-79.
- (c) Tenant agrees that the Generator will only run during emergency power outages or routine maintenance.
- (d) Tenant’s and its employees’, invitees’, agents’ or independent contractors’ use of the Premises shall be in compliance with all federal, State and local laws, rules and ordinances, including environmental laws, applicable to Tenant’s installation, operation, use and removal of the Generator on the Property. Tenant shall indemnify, defend, and hold harmless the Landlord for any damages, losses, liabilities, claims, or costs and expenses (including reasonable attorney’s fees) arising from Tenant’s and its employees’, invitees’, agents’ or independent contractors’ operation and use of the Generator.

## 8. MODIFICATION TO TENANT'S EQUIPMENT OR PREMISES

Section 7.1 of the Lease is hereby deleted in its entirety and replaced by the following:

### "7.1

- (a) Except for like-kind modifications of Equipment described under Section 1.1 "Permitted Uses" and modifications to Tenant's ground Equipment, Tenant may not commence any construction or installation activities on the Property without County Council's prior written approval in the form of a fully executed amendment signed by both parties to this Lease with revised and approved engineering plans, if applicable, that show all Tenant's Equipment and other improvements to be built, modified, or altered.
- (b) Tenant shall submit to Landlord its written request for approval together with: (i) complete engineering plans that depict all existing and proposed Tenant's Equipment above-ground and below-ground, all specifications of existing and proposed Tenant's Equipment; and all existing and proposed penetrations on or to the Facility; and (ii) a structural analysis report assessing the structural load of the proposed improvements, prepared and signed by a structural engineer licensed in the State of New Mexico, all submittals in a form reasonably acceptable to Landlord.
- (c) Tenant's installation, operation, modification, or removal activities shall comply with the County's repair and maintenance standards for the Facility as further described on **Exhibit F**, which is attached hereto and incorporated herein.
- (d) Within 60 days after Tenant completes any approved construction, installation or other work on the Property subject to the requirements of Section 7.1(a), Tenant shall furnish Landlord with as-built site engineering plans that depict: (i) all Tenant's Equipment above-ground and below-ground; (ii) all specifications of Tenant's Equipment; (iii) all penetrations on or to the Facility; and (iv) any other improvements in the then-current location and configuration. Tenant shall also provide such as-built site plans in a native or portable document format.
- (e) If any of Tenant's installation, operation, modification, alternation, or removal activities cause damage to the

Facility, Tenant will be responsible for the cost of repairs to the Facility.”

9. **COMPLIANCE WITH RADIO FREQUENCY STANDARDS.** Tenant represents and warrants that Tenant, throughout the Term of Lease, as amended, will be solely responsible for compliance with any and all of the Federal Communications Commission’s (“FCC’s”) radio frequency (“RF”) emissions standards and exposure limits as may now or at any time hereafter be in effect that relate to Tenant’s Equipment.

#### **10. HOLDOVER TERM**

Section 16 of the Lease is hereby amended by adding the following new Section 16.2:

“**16.2** Tenant will have no right or privilege whatsoever to use or occupy the Premises in any manner or for any purpose after this Lease expires or terminates. In the event that Tenant occupies the Premises as a tenant-at-will, either Landlord or Tenant may terminate such month-to-month tenancy on 30 days’ written notice for any or no reason. All holdover Rental due under this Section 16 shall be subject to the annual increase adjustments of three percent (3%) over the holdover Rental immediately in effect prior to the annual anniversary of the tenancy-at-will.”

#### **11. NOTICES**

Section 17 of the Lease is hereby deleted in its entirety and replaced by the following:

**“17. Notices**

- (a) Except as may be specifically provided otherwise in this Lease, all notices, demands or other correspondence required to be given in connection with or pursuant to this Lease must be written and delivered through (1) an established national courier service that maintains delivery records and confirmations; (2) hand delivery; or (3) certified or registered U.S. Mail with prepaid postage and return receipt requested, and addressed as follows:

**TO LANDLORD:**

Incorporated County of Los Alamos  
Attn: Deputy County Administrator  
PO Box 30  
Los Alamos, New Mexico 87544

With a required copy to:           Incorporated County of Los Alamos  
County Attorney's Office  
1000 Central Avenue, Suite 340  
Los Alamos, New Mexico 87544

**TO TENANT:**                       Sprint Property Services  
Sprint Site ID: EP03AL504-A/NM01105A  
Mailstop KSOPHD0101-Z2650  
6220 Sprint Parkway  
Overland Park, KS 66251-2650

With a mandatory copy to:  
Sprint Law Department  
Attn.: Real Estate Attorney  
Sprint Site ID: EP03AL504-A/NM01105A  
Mailstop KSOPHD0101-Z2020  
6220 Sprint Parkway  
Overland Park, KS 66251-2020

- (b) Any copies required to be given constitute an administrative step for the parties' convenience and not actual notice.
- (c) All notices, demands or other correspondence in connection with this Lease will be deemed effective upon receipt or refusal by recipient.
- (d) The parties may change the notice addresses above from time-to-time through written notice to the addresses above."

## **12. MISCELLANEOUS**

- 12.1 This First Amendment has been jointly negotiated and, although formulated at the outset by counsel for Landlord, this First Amendment has been reviewed by counsel for Tenant, and each such counsel has participated in the preparation of the final Lease. The language used in this First Amendment shall be construed as a whole according to its fair meaning and not strictly for or against any party, and it is agreed that no provision hereof shall be construed against any party hereto by virtue of the activities of that party or such party's attorneys.

- 12.2 The parties warrant and represent to each other that the person who executes this First Amendment on their behalf has the full power and authority to enter this First Amendment, and that any approvals or authorizations necessary to enter this First Amendment have been obtained. This First Amendment contains the entire agreement and understanding between the parties as to the subject matter concerned in this First Amendment, and this First Amendment supersedes all prior or contemporaneous agreements, commitments, conditions, discussions, instruments, offers, promises and/or proposals between or among Landlord and Tenant in connection with the Premises, whether oral or written.
- 12.3 In the event of any conflicts between the terms and provisions of the Lease and this First Amendment, the terms and provisions in this First Amendment will control.
- 12.4 The parties intend and agree that this First Amendment will extend to and bind the parties' respective heirs, personal representatives, successors, and assigns.
- 12.5 No employees, officers, elected or appointed officials, volunteers, or contractors of either party shall be personally liable for any default or liability under this First Amendment.
- 12.6 Time is of the essence is in this First Amendment.
- 12.7 Tenant shall comply with all federal, State, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any court of administrative bodies or tribunals applicable to Tenant's performance of this First Amendment.
- 12.8 Attorneys' fees are not available under this First Amendment and all parties must bear their own costs except as otherwise provided for in this First Amendment.
- 12.9 Tenant acknowledges that Landlord is a public entity under the laws of the State of New Mexico. Furthermore, the parties acknowledge that the Lease and this First Amendment may be a public record that Landlord must publicly disclose under (1) NM Stat. § 14-2-4 et seq. (1978) and (2) any other applicable Law that may require Landlord to disclose public records.
- 12.10 Any claim by Tenant against Landlord hereunder will be subject to the applicable provisions in NM Stat. § 41-4-1 through 41-4-30. Neither Landlord nor County Council, commissioners, elected or appointed officers or officials, administrators, directors, managers, employees, attorneys, agents or volunteers will be personally liable to Tenant in the event of any default or breach of Landlord, or for

any amount which may become due to Tenant or its successor-in-interest, or for any obligations directly or indirectly incurred under this First Amendment.

- 12.11 For the purposes of this First Amendment, the words "shall" and "will" are mandatory, and "may" is permissive.

**[END OF AMENDMENT – SIGNATURES BEGIN ON NEXT PAGE]**

**IN WITNESS WHEREOF**, the parties have dully executed this Amendment on the latter date of the signature below.

**LANDLORD**

Incorporated County of Los Alamos, an  
incorporated county of the State of New  
Mexico

By: \_\_\_\_\_

Steve Lynne

Its: Incorporated County of Los Alamos  
Manager

Date: \_\_\_\_\_

**TENANT**

Sprint Spectrum Realty Company, LLC, a  
Delaware limited liability company

By: \_\_\_\_\_

[*signor name*]

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO FORM**

By: \_\_\_\_\_

Mr. J. Alvin Leaphart, IV  
County Attorney

Date: \_\_\_\_\_

**[NOTARY ACKNOWLEDGMENTS APPEAR ON FOLLOWING PAGE]**

**LANDLORD ACKNOWLEDGMENT**

STATE OF NEW MEXICO            )  
  )ss.  
COUNTY OF LOS ALAMOS        )

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2022 by \_\_\_\_\_ [*Landlord-signor name*] as \_\_\_\_\_ [*Landlord-signor position*] at a New Mexico.

\_\_\_\_\_  
Notary Public

**TENANT ACKNOWLEDGMENT**

State of \_\_\_\_\_)

County of \_\_\_\_\_)

On \_\_\_\_\_ before me,

\_\_\_\_\_,  
(insert name and title of the officer)

personally appeared \_\_\_\_\_,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of New Mexico that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

{00064190;2}

## **EXHIBIT B-1**

### **APPROVED TENANT'S EQUIPMENT**

Construction drawings sheet number T-1 through sheet number T-2, and sheet number C-2.2 through sheet number G-3 are attached as Exhibit B-1 on the following page depicting approved Tenant's Equipment.



T-MOBILE SITE NUMBER: NM01105 - EP03AL504

T-MOBILE SITE NAME: EP03AL504 SPRINT RETAIN

T-MOBILE PROJECT: SPRINT RETAIN

RFDS VERSION: 1

SITE ADDRESS:

280 N MESA RD

COUNTY:

LOS ALAMOS, NM 87455

SITE TYPE:

LOS ALAMOS

WATER TOWER

T-MOBILE SPRINT RETAIN SITE CONFIGURATION: 67D5997DB\_2XAIR+10P (GSM ONLY)

SITE INFORMATION

SITE ADDRESS: 280 N MESA RD  
LOS ALAMOS, NM 87455  
COUNTY: LOS ALAMOS  
AREA OF CONSTRUCTION: EXISTING WATER TANK  
LATITUDE: 35.89664  
LONGITUDE: -106.29508  
LAT/LONG TYPE: NAD83  
GROUND ELEVATION: TBD  
JURISDICTION: LOS ALAMOS COUNTY  
CARRIER/APPLICANT: T-MOBILE  
4830 PAN AMERICAN FREEWAY, SUITE A  
ALBUQUERQUE, NM 87109

CONTACTS

AGE FIRM: TELECAD WIRELESS SITE DESIGN  
1961 NORTHPOINT BLVD, SUITE 130  
HIXSON, TN 37343  
PHONE: 423-843-9300

PROPERTY OWNER: COUNTY OF LOS ALAMOS  
1000 CENTRAL AVE, SUITE 130  
LOS ALAMOS, NM 87544

TELEPHONE COMPANY: CENTURYLINK

POWER COMPANY: LACU  
PHONE: 505-662-8333

APPROVALS

PROPERTY OWNER OR REP. DATE  
LAND USE PLANNER DATE  
OPERATIONS DATE  
RF ENGINEER DATE  
ZONING AND REAL ESTATE DATE  
CONSTRUCTION MANAGER DATE

DRAWING INDEX

SHEET #	TITLE SHEET	SHEET DESCRIPTION
T-1	GENERAL NOTES	
C-1.1	OVERALL EXISTING SITE PLAN	
C-1.1A	OVERALL FINAL SITE PLAN	
C-1.2	EXISTING & FINAL EQUIPMENT PLANS	
C-2	EXISTING & FINAL TOWER ELEVATIONS	
C-2.1	EXISTING & FINAL ANTENNA PLANS	
C-2.2	ANTENNA & CABLE SCHEDULE	
C-3	EQUIPMENT DETAILS	
C-4	EQUIPMENT SPECS	
C-5	GENERATOR PAD DETAIL	
C-6	GENERATOR DETAILS	
C-7	GENERATOR SPECS	
S-1	STRUCTURAL PLAN & NEW MOUNTS	
FIBER	PROPOSED FIBER ROUTE	
E-1	ELECTRICAL SITE LAYOUT	
E-2	ELECTRICAL ONE LINE DIAGRAM	
E-3	POWER PANEL SCHEDULE	
G-1	ELECTRICAL & GROUNDING SCHEMATIC	
G-2	GROUNDING DETAILS	
G-3	ANTENNA GROUNDING DETAILS	

ALL DRAWINGS CONTAINED HEREIN ARE FORBIDDEN FOR ANY CONTRACTOR SHALL VERIFY ALL PLANS AND EXISTING CONDITIONS AND CONDITIONS ON THE JOB SITE, AND SHALL IMMEDIATELY NOTIFY THE ENGINEER IN WRITING OF ANY DISCREPANCIES, OMISSIONS, OR CONFLICTS WITH THE PLANS AND CONDITIONS OF THE PROJECT.



CALL NEW MEXICO ONE CALL  
(800) 321-2537  
CALL 3 WORKING DAYS  
BEFORE YOU DIG!



PROJECT DESCRIPTION

THE PURPOSE OF THIS PROJECT IS TO ENHANCE BROADBAND CONNECTIVITY AND CAPACITY TO THE EXISTING ELIGIBLE WIRELESS FACILITY.

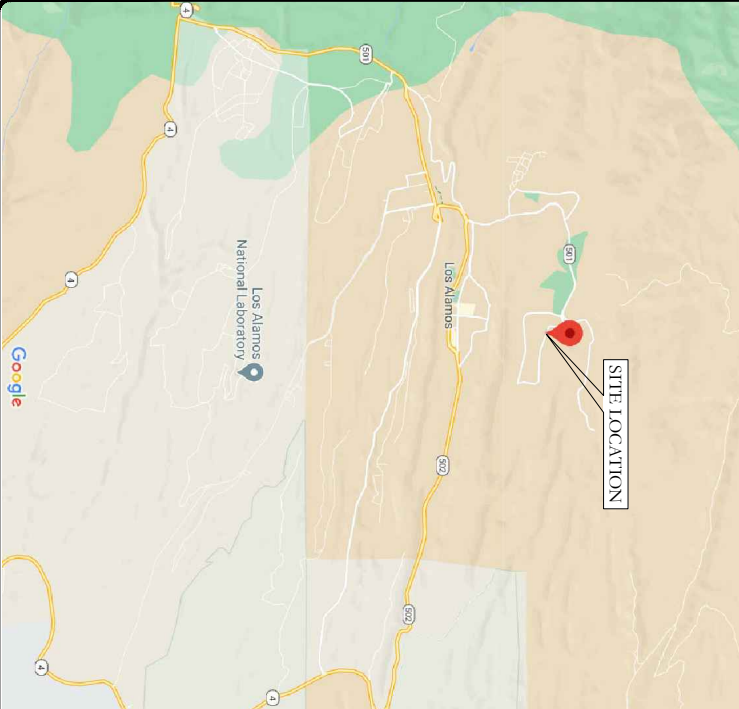
TOWER SCOPE OF WORK:

- REMOVE (3) ANTENNAS
- REMOVE (12) RRUS
- INSTALL (6) ANTENNA POLE MOUNTS
- INSTALL (6) ANTENNAS
- INSTALL (6) RRUS
- INSTALL (2) ERICSSON 6X24 4AWG HYBRID CABLES
- INSTALL NEW CUSTOM ANTENNA MOUNTS

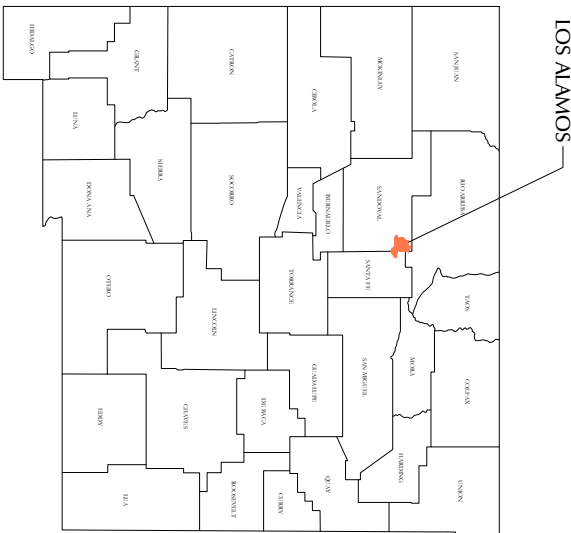
GROUND SCOPE OF WORK:

- REMOVE (2) EQUIPMENT CABINETS
- INSTALL (1) 35KW GENERAC PROPANE GENERATOR
- INSTALL (1) 4X10' CONCRETE PAD FOR GENERATOR
- INSTALL (1) 250 GALLON PROPANE TANK
- INSTALL (1) 200AMP AUTOMATIC TRANSFER SWITCH
- INSTALL (1) ERICSSON 6160 CABINET
- INSTALL (1) ERICSSON B160 CABINET
- INSTALL (3) ERICSSON 6X12 HCS HYBRID CABLES

LOCATION MAP



COUNTY MAP



APPLICABLE CODES

ALL WORK SHALL BE PERFORMED AND MATERIALS INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THESE CODES:

CODE TYPE CODE  
BUILDING 2015 INTERNATIONAL BUILDING CODE  
MECHANICAL 2015 UNIFORM MECHANICAL CODE  
ELECTRICAL 2017 NATIONAL ELECTRICAL CODE  
PLUMBING 2015 UNIFORM PLUMBING CODE  
FIRE 2015 NATIONAL FIRE PROTECTION ASSOCIATION  
ENERGY 2018 NEW MEXICO ENERGY CONSERVATION CODE  
FUEL GAS 2015 INTERNATIONAL FUEL GAS CODE



1961 NORTHPOINT BLVD, SUITE 130  
HIXSON, TN 37343  
PH: 423-843-9500 / FAX: 423-843-9509

T-MOBILE SITE NUMBER:  
NM01105 - EP03AL504

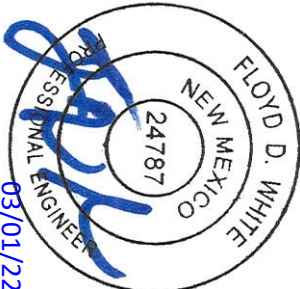
280 N MESA RD  
LOS ALAMOS, NM 87455

EXISTING WATER TOWER

ISSUED FOR:

REV.	DATE	DRWN.	DESCRIPTION	QA.
A	3-12-21	JAF	PRELIMINARY REVIEW	DS
B	4-4-21	DJS	GENERATOR ADDITION	DS
0	4-30-21	JEL	ISSUED FOR PERMITTING	DS
1	4-30-21	DJS	REVISIONS CORRECTED	DS
2	10-27-21	DJS	REVISED RFRS	DS
3	02-09-22	DJS	PROPOSED GENERATOR	DS
4	03-01-22	DJS	ADDRESS CORRECTION	DS

Attachment C



IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

SHEET TITLE:

TITLE PAGE

SHEET NUMBER:

T-1

REVISION:

4

ISSUED FOR:				
REV.	DATE	DWGN.	DESCRIPTION	QA.
A	3-12-21	JAF	PRELIMINARY REVIEW	DS
B	4-6-21	DJS	GENERATOR ADDITION	DS
0	4-29-21	JHU	ISSUED FOR PERMITTING	DS
1	4-30-21	DJS	REVISIONS CORRECTED	DS
2	10-27-21	DJS	REVISED RHTS	DS
3	02-09-22	DJS	PROPANE GENERATOR	DS
4	03-01-22	DJS	ADDRESS CORRECTION	DS

FLOYD D. WHITE

24787

PROFESSIONAL ENGINEER

03/01/22

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T-MOBILE SITE NUMBER:  
NM01105 - EP03AL504

280 N MESA RD  
LOS ALAMOS, NM 87455

EXISTING WATER TOWER

ISSUED FOR:

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2	10-27-21	DJS	REVISED NOTES	DS
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4	03-01-22	DJS	ADDRESS CORRECTION	DS

Attachment C



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SHEET TITLE:  
ANTENNA & CABLE  
SCHEDULE

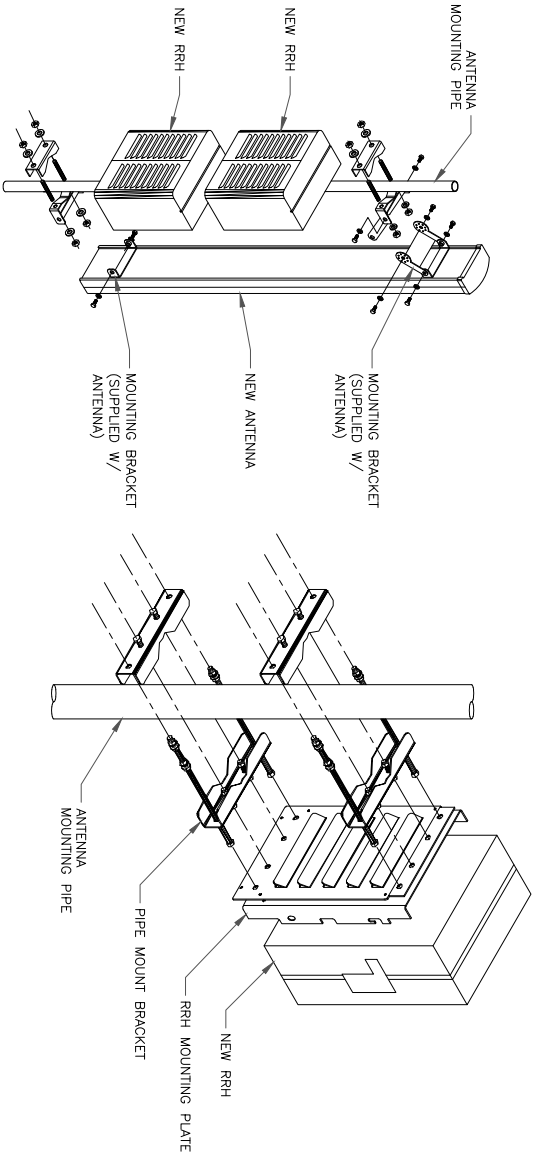
SHEET NUMBER: C-2.2 REVISION: 4

ANTENNA SCHEDULE

SECTOR	POS.	TECHNOLOGY	RAD CENTER	AZIMUTH	ANTENNA MANUFACTURER	ANTENNA MODEL	MECH. TILT	ELECT. TILT	TOWER MOUNTED EQUIPMENT	FEEDLINE TYPE
ALPHA	A1	L600/L700/L1900/L2100/N600/G1900	120°-0°	0°	COMMSCOPE	FFW-65C-R3-V1	0°	0°	(1) ERICSSON -- RADIO 4480 B71 B85, (1) ERICSSON -- RADIO 4460 B25 B66	(2) HYBRID TRUNK 6/24 4AWG
ALPHA	A2	--	--	--	--	--	--	--	--	--
ALPHA	A3	L2500 N2500	120°-0°	0°	ERICSSON	AIR 6449 B41	0°	0°	--	--
BETA	B1	L600/L700/L1900/L2100/N600/G1900	120°-0°	110°	COMMSCOPE	FFW-65C-R3-V1	0°	0°	(1) ERICSSON -- RADIO 4480 B71 B85, (1) ERICSSON -- RADIO 4460 B25 B66	--
BETA	B2	--	--	--	--	--	--	--	--	--
BETA	B3	L2500 N2500	120°-0°	110°	ERICSSON	AIR 6449 B41	0°	0°	--	--
BETA	B4	--	120°-0°	110°	ERICSSON	MW DISH ANT2 0.3 18 HPX	0°	0°	--	--
GAMMA	C1	L600/L700/L1900/L2100/N600/G1900	120°-0°	230°	COMMSCOPE	FFW-65C-R3-V1	0°	0°	(1) ERICSSON -- RADIO 4480 B71 B85, (1) ERICSSON -- RADIO 4460 B25 B66	--
GAMMA	C2	--	--	--	--	--	--	--	--	--
GAMMA	C3	L2500 N2500	120°-0°	230°	ERICSSON	AIR 6449 B41	0°	0°	--	--

1 ANTENNA AND CABLE SCHEDULE  
SCALE: NOT TO SCALE

INSTALLER NOTES:  
1. COMPLY WITH MANUFACTURERS INSTRUCTIONS TO ENSURE THAT ALL RRHS REMAIN OPEN FOR A MINIMUM OF 24 HOURS OF BEING REMOVED FROM THE MANUFACTURER'S PACKAGING.  
2. DO NOT OPEN RRH PACKAGES IN THE RAIN.  
3. ALL PIPES, BRACKETS, AND MISCELLANEOUS HARDWARE TO BE GALVANIZED UNLESS NOTED OTHERWISE.



2 ANTENNA WITH RRHS MOUNTING DETAIL  
SCALE: NOT TO SCALE

T-MOBILE SITE NUMBER:  
NM01105 - EP03AL504

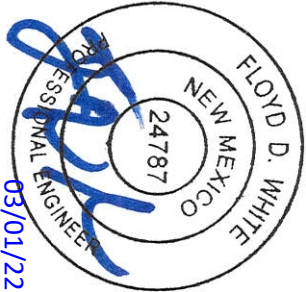
280 N MESA RD  
LOS ALAMOS, NM 87455

EXISTING WATER TOWER

ISSUED FOR:

REV.	DATE	DRWN.	DESCRIPTION	QA
A	3-12-21	JAF	PRELIMINARY REVIEW	DS
B	4-6-21	DJS	GENERATOR ADDITION	DS
0	4-29-21	JHU	ISSUED FOR PERMITTING	DS
1	4-30-21	DJS	REVISIONS CORRECTED	DS
2	10-27-21	DJS	REVISED RTHS	DS
3	02-09-22	DJS	PROPANE GENERATOR	DS
4	03-01-22	DJS	ADDRESS CORRECTION	DS

Attachment C



IT IS A VIOLATION OF LAW FOR ANY PERSON,  
UNLESS THEY ARE ACTING UNDER THE DIRECTION  
OF A LICENSED PROFESSIONAL ENGINEER,  
TO ALTER THIS DOCUMENT.

SHEET TITLE:

GROUNDING DETAILS

SHEET NUMBER:

G-3

REVISION:

4

ALPHA

BETA

GAMMA

ANTENNAS TYP.

RRUS TYP.

MWD

GROUND WIRE (TYP)

SECTOR GROUND BAR (3 TOTAL)

MAIN GROUND BAR LOCATED NEAR EQUIPMENT CABINETS

NOTE:

ALL NEW GROUNDS TO BE #6 STRANDED  
COPPER WITH GREEN INSULATION UNLESS  
NOTED OTHERWISE.

ANTENNA GROUNDING DIAGRAM

1

SCALE: NOT TO SCALE

## **EXHIBIT C-1**

### **TENANT'S PREMISES**

Construction drawings sheet number C-1.1 through sheet number C-2.1 are attached as Exhibit C-1 on the following page depicting Tenant's Premises.

T-Mobile

4830 PAN AMERICAN FREEWAY, SUITE A  
ALBUQUERQUE, NM 87109



1961 NORTHPOINT BLVD, SUITE 130  
HIXSON, TN 37343  
PH: 423-843-9500 / FAX: 423-843-9509

T-MOBILE SITE NUMBER:  
NM01105 - EP03AL504

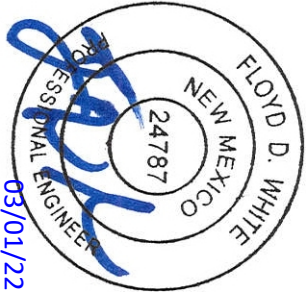
280 N MESA RD  
LOS ALAMOS, NM 87455

EXISTING WATER TOWER

ISSUED FOR:

REV.	DATE	DRWN.	DESCRIPTION	QA
A	3-12-21	JAF	PRELIMINARY REVIEW	DS
B	4-6-21	DJS	GENERATOR ADDITION	DS
0	4-29-21	JHU	ISSUED FOR PERMITTING	DS
1	4-30-21	DJS	REVISIONS CORRECTED	DS
2	10-27-21	DJS	REVISED RHTDS	DS
3	02-09-22	DJS	PROPANE GENERATOR	DS
4	03-01-22	DJS	ADDRESS CORRECTION	DS

Attachment C

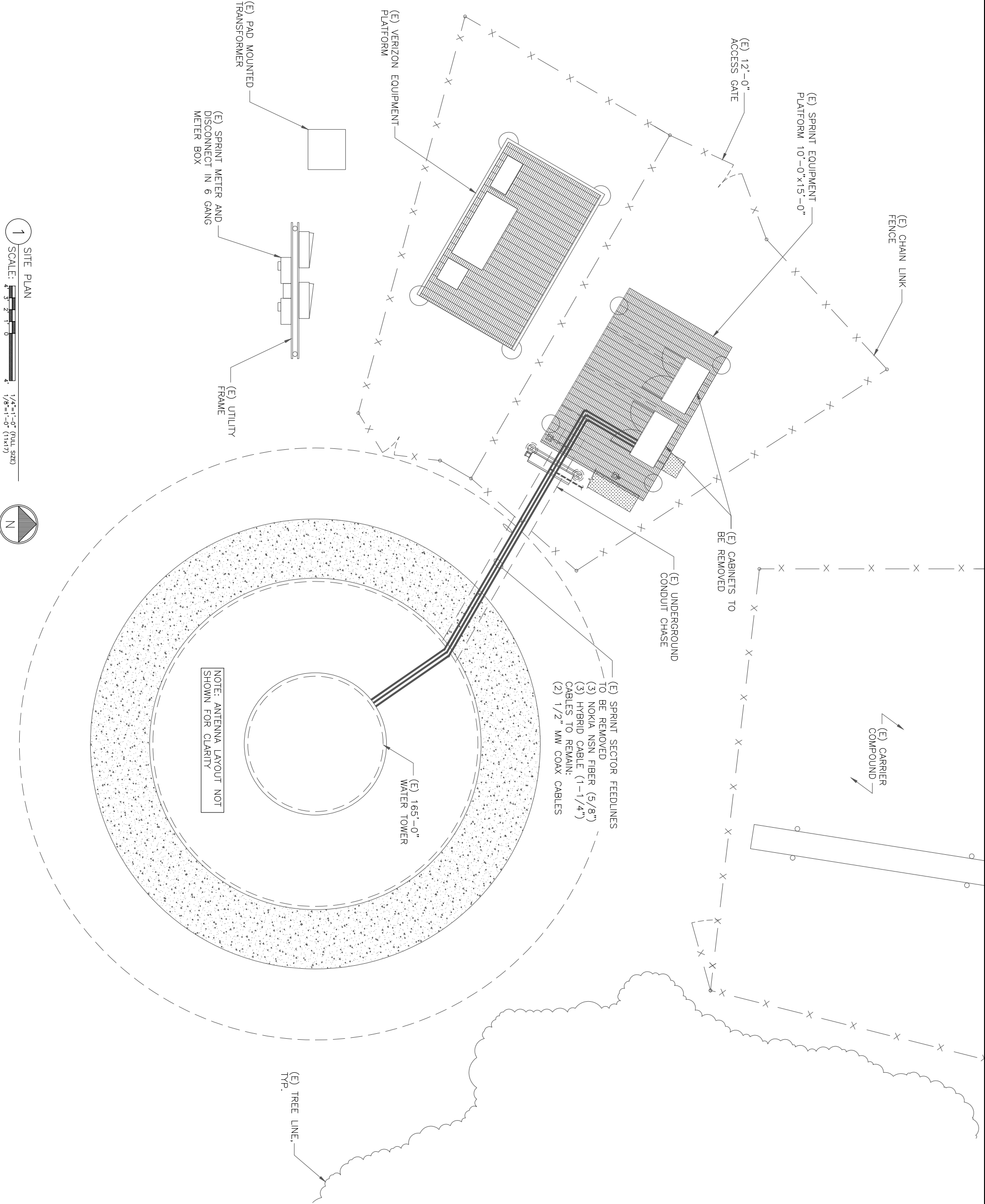


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SHEET TITLE:  
OVERALL EXISTING SITE  
PLAN

SHEET NUMBER:  
C-1.1

REVISION:  
4



SITE PLAN

1

SCALE: 1/4"=1'-0" (FULL SIZE)  
1/8"=1'-0" (1X17)



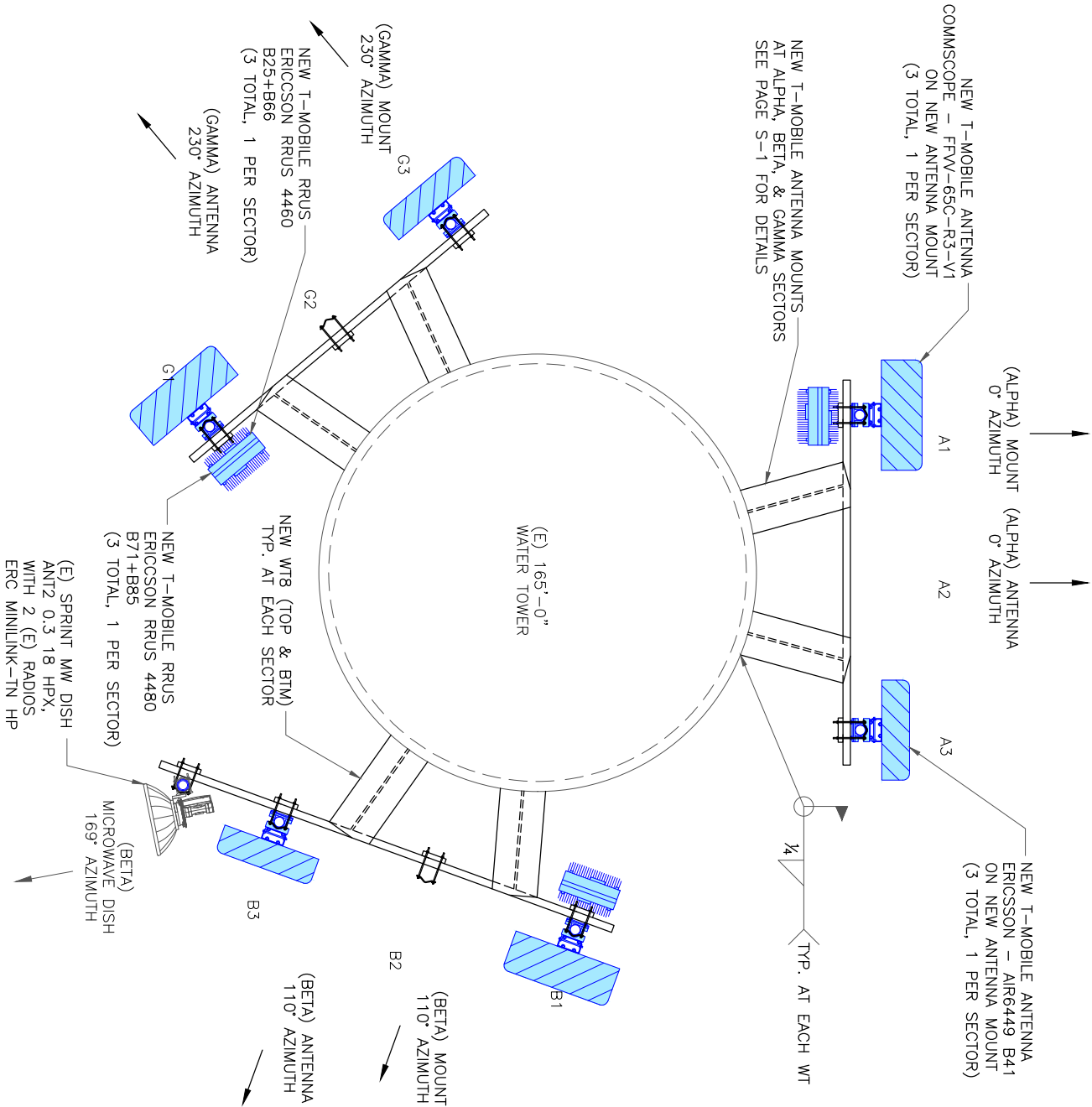
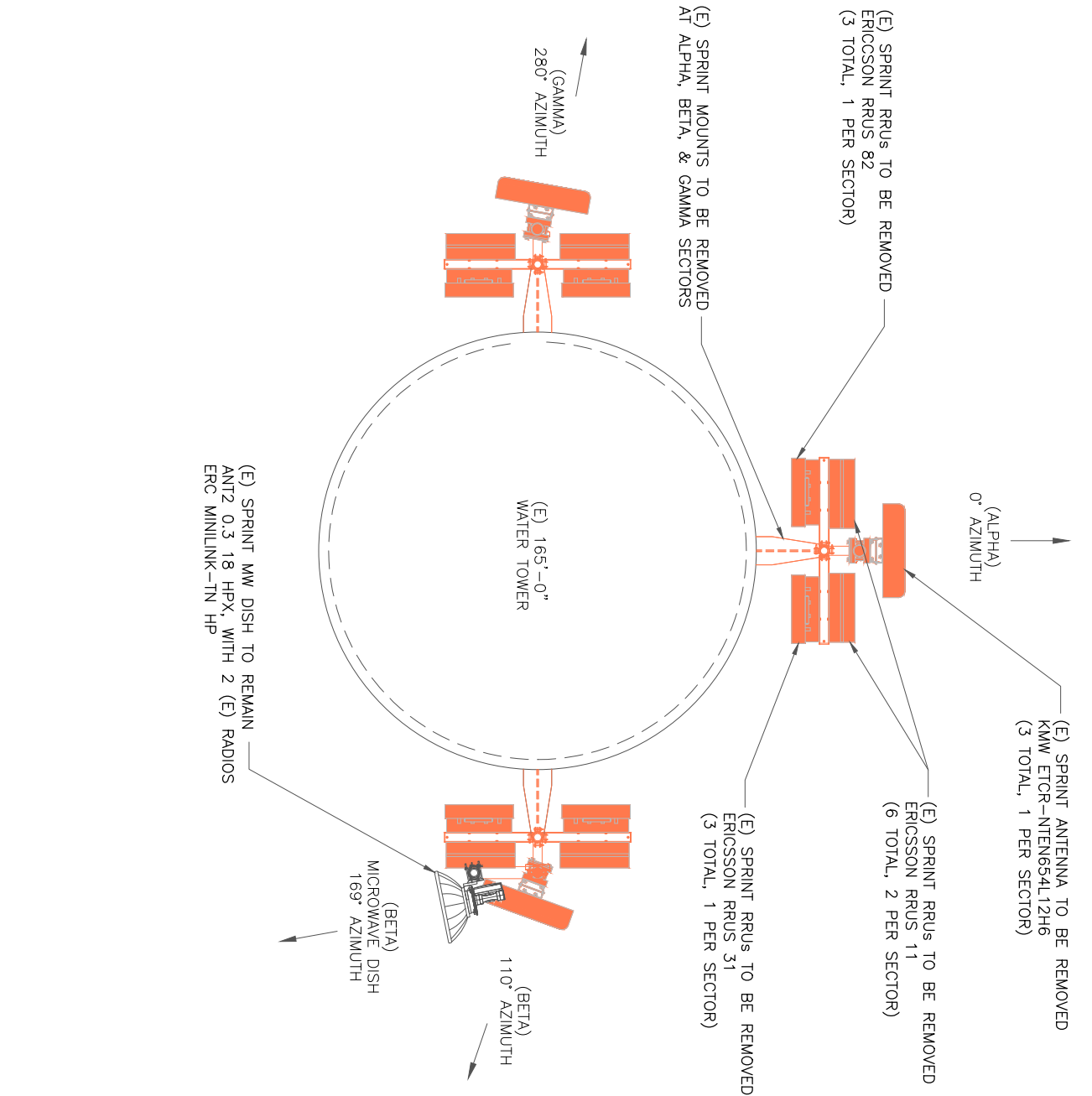
EQUIPMENT LEGEND:

EXISTING

TO BE RELOCATED/  
REMOVED

NEW

ANTENNA HEIGHTS AND LAYOUT  
PER T-MOBILE RFDS  
NM01105A, SPRINT  
RETAIN\_1\_2021-08-24



1 EXISTING ANTENNA PLAN ALPHA SECTOR



SCALE: NOT TO SCALE

2 FINAL ANTENNA PLAN BETA SECTOR



SCALE: NOT TO SCALE

- MOUNT ANALYSIS NOTES:
1. THE DESIGN DEPICTED IN THESE DRAWINGS IS VALID WHEN ACCOMPANIED BY A CORRESPONDING PASSING MOUNT ANALYSIS.
  2. CONSTRUCTION MANAGER / GENERAL CONTRACTOR SHALL REVIEW THE MOUNT ANALYSIS FOR ANY CONDITIONS PRIOR TO INSTALLATION.
  3. ANY REQUIRED MOUNT MODIFICATION DESIGN OR MOUNT REPLACEMENT SHALL BE APPROVED BY FOR.

T-Mobile

4830 PAN AMERICAN FREEWAY, SUITE A  
ALBUQUERQUE, NM 87109

TeleCAD Wireless

1961 NORTHPOINT BLVD, SUITE 130  
HIXSON, TN 37343  
PH: 423-843-9500 / FAX: 423-843-9509

T-MOBILE SITE NUMBER:  
NM01105 - EP03AL504

280 N MESA RD  
LOS ALAMOS, NM 87455

EXISTING WATER TOWER

ISSUED FOR:			
REV.	DATE	DRWN.	DESCRIPTION
A	3-12-21	JAF	PRELIMINARY REVIEW
B	4-6-21	DJS	GENERATOR ADDITION
0	4-30-21	JHU	ISSUED FOR PERMITTING
1	4-30-21	DJS	REVISIONS CORRECTED
2	10-27-21	DJS	REVISED RFDS
3	02-09-22	DJS	PROPANE GENERATOR
4	03-01-22	DJS	ADDRESS CORRECTION



IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

SHEET TITLE:  
EXISTING AND FINAL  
ANTENNA PLANS

SHEET NUMBER:  
C-2.1

REVISION:  
4

## **EXHIBIT F REPAIR AND MAINTENANCE STANDARDS**

The use of the Facility for potable water delivery to the citizens of the County of Los Alamos is paramount, and Tenant's use of the Facility is secondary. Accordingly, to protect the security and delivery of potable water, the following are mandatory standards that must be adhered to by Tenant at all times during the Term of this Agreement.

Landlord designates its utility manager (or his or her designee) in the Engineering Division of the Los Alamos County Department of Public Utilities ("**Utility Manager**") to administer the repair and maintenance standards in this Exhibit F. Landlord may change this designation from time-to-time upon written notice to Tenant. Tenant must adhere to the following repair and maintenance standards:

- a. In all cases, all welding, grinding, or painting activities on the Facility shall only be performed by licensed contractor under the Construction Industries Licensing Act, NMSA 1978 to conduct work on water storage tanks as approved by the Utility Manager.
- b. No unused Tenant attachments to the Facility shall be permitted. Any such existing but unused Tenant attachments on the Effective Date of this First Amendment shall be removed by Tenant no later than thirty (30) days thereafter.
- c. Once the unused attachments are removed, Tenant shall grind smooth with existing Facility surface and within two (2) hours thereafter apply a minimum of two (2) coats of polyurethane paint on Facility exterior, or additional coats if required by the Utility Manager.
- d. For all new Tenant attachments on or after the Effective Date of this First Amendment, all areas must be stripped and coated as part of the new Tenant attachment installation on the Facility exterior with minimum of two (2) coats of polyurethane paint as required by the Utility Manager.
- e. Where heat from any welding or cutting damages the prior existing interior coating of the Facility, Tenant must apply minimum of two (2) coats of paint on the tank interior where so damaged as determined by Utility Manager.
- f. In all cases, Tenant shall perform surface preparation in compliance with the paint manufacturer specifications and any additional specifications of the Utility Manager.
- g. In all cases, Tenant must first submit to Utility Manager detailed plans and specifications for all work to be performed and products to be used for written approval. The Utility Manager may waive or impose additional requirements for specific Tenant projects submitted for approval based on the work to be performed. No work may proceed without such prior written approval. Any such work performed by Tenant on the Facility without the prior written approval of the Utility Manager shall be a material breach of the Lease, as amended.