Joint Use Agreement

ARTICLE 1. PERTINENT INFORMATION

City:	City of San Antonio
City's Address:	9800 Airport Boulevard, San Antonio, Texas 78216 (Attention: Director, Aviation Department)
Joint User:	**Cellco Partnership d/b/a Verizon Wireless ("Verizon Wireless")**
Joint User's Address:	One Verizon Way, Mail Stop 4AW100, Basking Ridge, NJ 07920 Notice Address: 180 Washington Valley Road Bedminster, New Jersey 07921 Attention: Network Real Estate
Term:	The term shall commence upon final execution of this Joint Use Agreement ("Agreement"), and shall terminate on February 28, 2039, or unless terminated earlier pursuant to the terms of this Agreement.
Premises:	Portion of 9800 Airport Blvd., San Antonio, Texas 78216, Terminals A and B of the San Antonio International Airport, and adjacent areas. Said Premises being more particularly described and shown by **Exhibit A** attached hereto and incorporated herein.
Scope of Permission:	The joint use and benefit of the Premises by Joint User and its contractors and subcontractors, including ingress and egress over adjacent land for the purpose of installation and maintenance of fiber lines, cables, conduit and associated materials necessary for the servicing the operation of the Distributed Antennae System (DAS) at San Antonio International Airport implemented by Joint User pursuant to that certain San Antonio International Airport Complex Neutral Host Distributed Antenna System (DAS) License Agreement dated March 7, 2019 ("Distributed Antenna

System Contract"). The Scope of Permission includes the right to install such fiber lines and/or utility cables or the equivalent in available conduit, provided the use of such available conduit shall be reasonably approved by City in advance, such approval not to be unreasonably withheld, conditioned, or delayed. It is expressly acknowledged and agreed that other CMRS Carriers (as defined in the Distributed Antenna System Contract) and/or independent third-party providers of utility services, including but not limited to, fiber, may utilize the Premises and conduit for the installation of lines, equipment, and all necessary appurtenances, without the execution of any further documentation, provided such use is for the benefit of Joint User, said CMRS Carriers and/or the DAS.

ARTICLE 2. PERMISSION

2.1 City hereby licenses to Joint User the right to use the Premises for the Scope of Permission ("Permission"). City acknowledges that Joint User's activities, if within the Scope of Permission and conforming to the terms and conditions of this Agreement do not currently unreasonably interfere with the operations of San Antonio International Airport which remains the dominant use of the Premises. The Permission is nonexclusive and limited to the stated Term. This instrument does not create an easement, but only a license defined by the terms of this instrument.

2.2 Joint User shall place the fiber lines, cables, conduit and associated equipment in the locations set out in Exhibit A, Premises.

2.3 This Permission does not exempt Joint User from rules of general applicability that govern activities within the Scope of Permission or from getting permits required generally for activities Joint User will be conducting within the Scope of Permission.

ARTICLE 3. RESTRICTIONS ON USE

3.1 This Permission does not grant Joint User authority to use any area beyond the Premises.

3.2 This Permission grants only a privilege to use the Premises. City conveys no real property interest. City may enter and use the Premises at any time for any purpose not unreasonably interfering with the permitted use.

ARTICLE 4. CONSTRUCTION, MAINTENANCE, AND OPERATIONS

4.1. Costs. Joint User is solely responsible for all costs of construction, installation, repairs, maintenance, operation, and the like of any property placed by Joint User in the Premises (hereafter "Joint User's Responsibilities").

4.2. [OMITTED].

4.3. Installation and Maintenance. All fiber lines, cables, conduit and associated equipment and appurtenances must be installed in the locations set out in Exhibit A. Joint User must maintain all improvements constructed or installed by Joint User. In so doing, Joint User must adhere to all applicable safety standards and must adhere to all federal, state, or local laws, rules, or regulations. Without limiting the foregoing, Joint User must assure that nothing it does causes the Premises to fail to comply with any aspect of the Unified Development Code relating to drainage.

4.4. No Power to Bind. Joint User cannot bind or permit another to bind City for payment of money or for any other obligation.

4.5. Contractors and Subcontractors. Joint User must promptly pay anyone who could file a mechanics' or materialmen's lien on the Premises. If any such lien is filed, and is not paid or bonded off within 10 days of notice, City may treat it as an event of default and terminate this agreement by delivering 10 days prior written notice to Joint User. Joint User remains obligated to clear the lien without cost to City even after termination.

ARTICLE 5. INSURANCE

5.01. Without limiting City's rights to indemnity, Joint User must provide and maintain insurance, at its own expense, with companies admitted to do business in the State of Texas and with a rating of A- or better by A. M. Best and Company in the following types

and amounts:

Type	Amount
a. Worker's Compensation during the performance of improvements to the Premises or an approved alternate plan at other periods during the Term.	Statutory, with a waiver of subrogation in favor of City
Employers' Liability during improvements to the Premises or an approved alternate.	$1,000,000 each accident/disease/policy limit, with a waiver of subrogation in favor of City
b. Commercial General (Public) Liability – to	

include coverage for the following where the exposure exists: (a) Premises/Operations (b) Independent Contractors (c) Products/Completed (d) Personal and Advertising Injury Liability (e) Contractual Liability (f) Explosion, Collapse and Underground Property	For Bodily Injury and Property Damage: $1,000,000 per Occurrence, $2,000,000 general aggregate
c. Property Insurance -- for physical damage to the property of Joint User including improvements and betterments to the Premises.	Coverage for a minimum of 80% of the actual cash value of the improvements.

5.02. City's Risk Manager may reasonably modify the requirements set forth above if he determines that such modification is in the City's best interest. If Joint User believes the requested change is unreasonable, Joint User has 60 days to give notice of termination. The termination provisions hereof then apply.

5.03. With respect to the above required insurance, each insurance policy required by this Permission must contain the following clauses:

"Any insurance provided by Joint User is primary to any insurance maintained by the City of San Antonio.

"Any insurance maintained by the City of San Antonio is noncontributory, with, insurance provided by this policy."

5.04 Upon receipt of notice from its insurer(s) Joint User shall provide the City with thirty (30) days prior written notice of cancelation. Such notice shall be sent to:

(a) City Clerk, City of San Antonio
City Hall/Military Plaza
P.O. Box 839966/2nd Floor, City Hall
San Antonio, Texas 78283-3966
Attention: Risk Manager

And

(b) Department of Aviation
City of San Antonio
9800 Airport Boulevard
San Antonio, Texas 78216
Attention: Aviation Director

5.05. Each insurance policy required by this Permission, excepting policies for Workers' Compensation, Employer's Liability and Professional Liability shall include:

"The City Of San Antonio, its elected officials, employees, and representatives as additional insureds as their interest may appear under this Agreement."

5.06. Joint User must deliver to City, within 30 days after the Effective Date, certificates of insurance and blanket additional insured endorsements to the above-required policies. Joint User must deliver to City documentation acceptable to City confirming the authority of those signing the endorsements.

5.07. The Certificates of Insurance and blanket additional insured endorsements must be provided to the same addresses as for notice of cancelation or nonrenewal:

(a) City Clerk, City of San Antonio
P.O. Box 839966/2nd Floor, City Hall
San Antonio, Texas 78283-3966
Attn: Risk Manager

And

(b) Department of Aviation
City of San Antonio
9800 Airport Boulevard
San Antonio, Texas 78216
Attention: Aviation Director

5.08. This Permission does not limit Joint User's liability arising out of or related to the Premises or Joint User's activities thereon.

ARTICLE 6. INDEMNITY

6.01. These definitions apply to the indemnity provisions of this agreement:

6.01.01. "Indemnified Claims" mean all loss, cost, liability, or expense, including attorneys' fees and court costs, directly or indirectly arising out of the acts or omissions of any person other than indemnitees. Indemnified Claims include those arising from property damage and from personal or bodily injury, including death.

6.01.02. "City Indemnitees" means the City of San Antonio and its elected officials, officers, employees, agents, and other representatives, collectively, against whom an Indemnified Claim has been asserted.

6.01.03. OMITTED.

6.02. To the extent permitted to Municipalities under Texas Law, City and Joint User shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other party, its employees, contractors or agents.

6.03. If City and/or one or more other City Indemnitees are finally adjudged to be jointly liable for Indemnified Claim, Joint User need not further indemnify the so adjudged City Indemnitees from liability arising from the City Indemnitees' adjudicated share of liability. But despite allegations of City Indemnitee negligence, Joint User must nevertheless defend all City Indemnitees until final adjudication. Joint User may not recover sums previously spent defending or otherwise indemnifying the City Indemnitee who has been adjudged to be negligent and must continue to indemnify other City Indemnitees.

6.04. There are no third-party beneficiaries of this indemnity other than the category of people and entities included within the definition of City Indemnitees.

6.05. The indemnifying party must promptly advise the indemnified party in writing of any Indemnified Claim and must, at its own cost, investigate and defend the Indemnified Claim. Whether or not the City is a City Indemnitee as to a particular Indemnified Claim, the indemnified party will cooperate appropriately with the indemnifying party in connection with the indemnifying party's defense of such claim. The indemnifying party shall defend any indemnified party, at the indemnified party's request, against any claim with counsel reasonably satisfactory to the indemnified party. Regardless of who selects the counsel, the counsel's clients are the indemnified party, not the indemnifying party.

6.06. In addition to the indemnity required under this agreement, each indemnitee may, at its own expense, participate in its defense by counsel of its choosing

without relieving or impairing the indemnifying party's obligations under this indemnity paragraph.

6.07. The indemnifying party may not settle any Indemnified Claim without the consent of the indemnified party, whether or not the City is a indemnitee as to the particular Indemnified Claim, unless (A) the settlement will be fully funded by the indemnifying party and (B) the proposed settlement does not contain an admission of liability or wrongdoing by any indemnified party. The City's withholding its consent as allowed in the preceding sentence does not release or impair Indemnitor's obligations of this indemnity paragraph. Even if the City of San Antonio is not an Indemnitee as to a particular Indemnified Claim, Indemnitor must give City at least 20 days advance written notice of the details of a proposed settlement before it becomes binding. Any settlement purporting to bind an Indemnitee must first be approved by City Council.

6.08. Nothing in this agreement waives governmental immunity or other defenses of Indemnitees under applicable law.

ARTICLE 7. TERMINATION/RENEWAL

7.1 In the event that City, in its reasonable discretion, determines that Joint User's Scope of Permission conflicts or interferes with City's use of the Premises as an airport or Aviation Department project, the initiation of an Aviation Department capital or operations project, or a Federal Aviation Administration requirement or directive, City may terminate this agreement at any time before expiration by giving Joint User 60 days prior written notice.

7.2 Joint User may terminate this agreement at any time in Joint User's sole discretion by abandoning its use of the Premises and delivering notice to City.

7.3 Upon expiration or termination, all rights and privileges cease, and Joint User must promptly cease use of the Premises. Joint User shall be responsible for all costs of (A) removing existing facilities permitted by this agreement, and (B) restoring the Premises to a condition substantially equivalent to the condition of the Premises prior to this Agreement, substantial equivalence to be reasonably determined by City, provided that reasonable wear and tear and casualty damage are excepted.

7.4 Joint User shall remove its improvements within 60 days of termination or expiration of the term. In the event Joint User fails to remove its improvements as required, City may notify Joint User of such failure to remove. Improvements or appurtenances not removed within 30 days after such notice, become the property of City. City may, without

liability to Joint User, dispose of such property at a public or private sale, without notice to Joint User.

7.5 In the event this agreement is not terminated earlier, **this agreement shall terminate upon the termination of Joint User's rights to use the DAS pursuant to the Distributed Antenna System Contract or, if applicable, alternate agreement.**

7.6 Any notice of termination must be in writing, and provided to the other party via Certified Mail, Return Receipt Requested at the address listed in Article I of this Agreement.

ARTICLE 8. ASSIGNMENT

This Permission cannot be assigned by Joint User except to (i) any entity in which Joint User directly or indirectly holds an equity or similar interest; (ii) any entity which directly or indirectly holds an equity or similar interest in Joint User; or (iii) any entity directly or indirectly under common control with Joint User; or (iv) any entity which acquires all or substantially all of Joint User 's assets in the market defined by the FCC in which the Property is located by reason of a merger, acquisition or other business.

ARTICLE 9. CONDEMNATION

If the Premises are taken, in whole or in part, by eminent domain, then this Permission, at the option of City, ceases on the date title to the land so taken or transferred vests in the condemning authority. Joint User may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to Joint User's communications equipment, relocation costs and, specifically excluding loss of Joint User's leasehold interest, any other damages Joint User may incur as a result of any such condemnation.

ARTICLE 10. TAXES

City is a governmental entity and does not expect to pay taxes. Joint User is responsible for any taxes arising from its use of the Premises under this agreement directly attributable to the Joint User's equipment or Joint User's use and occupancy of the Premises. In no case will City ever be responsible for any taxes, local, state, or federal assessed against Joint User.

ARTICLE 11. DISPUTE RESOLUTION

11.1 As a condition precedent to bringing any action arising out of or relating to this agreement or any aspect thereof, including an action for declaratory relief but not an action specifically excepted below, the disputants must first submit in good faith to mediation. The parties may not assert limitations, laches, waiver, and estoppel based upon attempts to mediate.

11.2 Filing suit on a claim that should be mediated hereunder waives the filer's right to demand mediation. But one party's waiver does not affect another party's right. A defendant does not waive mediation for so long as, within a reasonable time after appearing, the defendant gives written notice to the plaintiff or its counsel of intent to require compliance with this paragraph.

11.3 Mediation must be conducted in San Antonio, Bexar County, Texas.

11.4 The party desiring relief has the burden to initiate mediation. Waiting for another party to initiate mediation does not waive the right to it.

11.5 If the parties can otherwise agree on a mediator, they may do so. Alternatively, either party may petition any court of competent jurisdiction to appoint a mediator. The only predicate issues the court need consider before appointing a mediator are whether (i) the copy of the contract before the court is authentic and (ii) the contract was duly signed and delivered by all parties to be bound to mediate. If neither of those issues is denied under oath, the court may appoint a mediator upon motion, without trial.

11.6 Mediator fees must be borne equally.

11.7 The parties need not mediate before going to court to seek emergency injunctive relief.

ARTICLE 12. MISCELLANEOUS PROVISIONS

12.1 **Relationship Limited.** This instrument creates only the relationship of City and Joint User. The parties are not principal and agent, partners, joint venturers, or participants in any common enterprise.

12.2 **Nondiscrimination**. Joint User understands and agrees to comply with the Non-Discrimination Policy of the City of San Antonio contained in Chapter 2, Article X of the City Code and further, shall not discriminate on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, veteran status, age or disability, unless exempted by state or federal law, or as otherwise established herein.

12.3 **Consent/Approval of City.** As to any matter hereunder in which City's consent is required, the consent may be granted by the Aviation Director, City of San Antonio, as designee of the City Manager, without council action, unless the City Charter requires City Council action.

12.4 **Severability**. If any portion hereof is determined to be invalid or unenforceable, the determination does not affect the remainder hereof.

12.5 **Successors**. This Permission inures to the benefit of and binds the heirs, representatives, successors, and permitted assigns of each party. This clause does not authorize any assignment not otherwise authorized.

12.6 **Integration**. This written permission represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no oral agreements between the parties.

12.7 **Modification**. This Permission may not be changed orally but only by a written agreement, signed by the party against whom enforcement of any modification is sought. No such modification, express or implied, affects the right of the modifying party to require observance of either (i) any other term or (ii) the same term or condition as it applies on a subsequent or previous occasion.

12.8 **Third Party Beneficiaries**. This Permission is intended for the benefit of the parties hereto and their successors and permitted assigns only. There are no third party beneficiaries hereof except as specifically provided in Section 6.04.

12.9 **Notices**. Any notice provided for or permitted hereunder must be in writing and by certified mail, return receipt requested, addressed to the parties at their respective addresses set forth at the beginning. The giving of notice is complete three days after its deposit, properly addressed and postage prepaid, with the United States Postal Service. Failure to use certified mail does not defeat the effectiveness of notice actually received, but such notice is effective only on actual receipt. Address for notice may be changed by giving notice hereunder.

12.10 **Captions**. Paragraph captions in this agreement are for ease of reference only and do not affect the interpretation hereof.

12.11 **OMITTED**.

12.12 **Further Assurances**. The parties must execute and deliver such additional documents and instruments as may be required to effect fully the provisions

hereof. But no such additional document(s) may alter the rights or obligations of the parties as contained in this Permission.

12.13 **Consideration**. In consideration for the rights granted herein, City's property will receive the benefits of enhanced wireless communications through the enhancement of the DAS.

12.14 **Quiet Enjoyment**. City covenants that Joint User, upon performing all the covenants, shall peaceably and quietly have, hold and enjoy the Premises and City further covenants that City is seized of good and sufficient title and interest to the Premises and has full authority to enter into this agreement.

12.15 **Waiver of Revocable License at Will**. Notwithstanding the fact that this agreement is a license and that a license is normally revocable at will by the grantor, the parties hereto agree that the license granted by this agreement is not revocable at will and that this agreement can only be terminated in accordance with the provisions of this agreement or as a result of a default that is not cured within any applicable notice and cure period set forth in this agreement or otherwise as ordered by a court of competent jurisdiction.

12.16 **Interference**. Licensee agrees to only install radio equipment of the type and frequency that will not cause measurable interference to the equipment of Licensor or other tenants of the San Antonio International Airport existing as of the date of this Agreement. Should Licensee's equipment cause measurable interference, and provided Licensor gives written notice, Licensee will take all steps necessary to correct and eliminate the interference. Licensor agrees that it shall make its best good faith efforts to insure that any other tenant of the San Antonio International Airport (current or future) will install only such radio equipment that is of the type and frequency that will not cause measurable interference to the existing equipment of the Licensee. Should another tenants' equipment cause measurable interference with Licensee, and provided Licensee gives written notice to Licensor of it, Licensor will take all reasonable steps to attempt to correct and eliminate the interference, including good faith efforts to cause other tenants of the San Antonio International Airport causing such interference to correct and eliminate the interference. The parties acknowledge that there will not be an adequate remedy at law for non-compliance with the provisions of this paragraph and therefore, either party shall have the right to specifically enforce the provisions of this paragraph in a court of competent jurisdiction.

ARTICLE 13. PUBLIC INFORMATION

Joint User acknowledges that this instrument is public information within the meaning of Chapter 552 of the Texas Government Code and accordingly may be disclosed to the public.

In Witness Whereof, the parties have caused their representatives to set their hands.

City:

City of San Antonio, a Texas municipal corporation

By:_____

Printed Name:_____

Title:_____

Date:_____

Joint User:

Cellco Partnership d/b/a Verizon Wireless

By:_____

Printed Name: Jacob Hamilton

Title: Director-Network Field Engineering

Date: 7/11/19

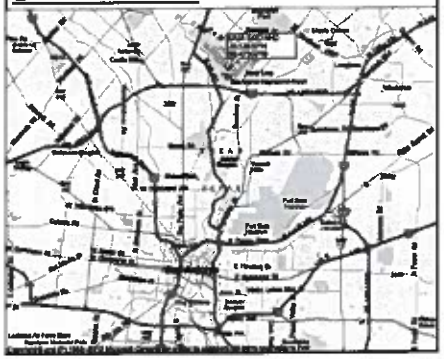
Approved As To Form:

_____

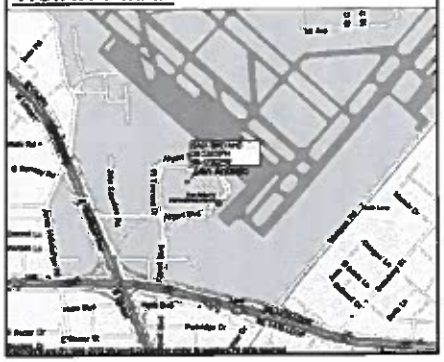
City Attorney

Exhibit A
Premises

LOCATION MAP



VICINITY MAP



BUILDING CODES

ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES:

- 2015 INTERNATIONAL BUILDING CODE
- 2015 INTERNATIONAL RESIDENTIAL CODE
- 2015 INTERNATIONAL MECHANICAL CODE
- 2015 INTERNATIONAL PLUMBING CODE
- 2015 INTERNATIONAL ENERGY CONSERVATION CODE
- 2014 NATIONAL ELECTRIC CODE
- 2015 INTERNATIONAL FIRE CODE

NOTE:
THE PROPOSED EQUIPMENT WILL NOT BE USED FOR EMERGENCY RESPONSE EQUIPMENT.

SITE NAME:

SAIA FIBER DESIGN

LOCATION CODE:

262254

PREPARED FOR:

verizon

PREPARED BY:

PM&A

6801 PORTWEST DRIVE
SUITE 100
HOUSTON, TX 77024
678-280-2325

PROJECT INFORMATION

SITE ADDRESS:	9800 AIRPORT BLVD SAN ANTONIO, TX 78216
LATITUDE:	29° 31' 35.72"
LONGITUDE:	-98° 28' 30.07"
JURISDICTION:	CITY OF SAN ANTONIO
BUILDING OWNER:	CITY OF SAN ANTONIO 9800 AIRPORT BLVD SAN ANTONIO, TX 78216
DEVELOPER:	VERIZON WIRELESS 600 HIDDEN RIDGE IRVING, TX 75038 RUDY FLORES, 972-444-5366
ENGINEER:	P. MARSHALL & ASSOCIATES 6801 PORTWEST DR. SUITE 100 HOUSTON, TX 77024 713-677-0964
TELCO:	ZAYO

DRAWING INDEX

T-1	TITLE SHEET & PROJECT INFORMATION
GC-1	GENERAL NOTES
GC-2	OVERALL SITE PLAN
GC-3	PROPOSED FIBER PLAN
GC-4	PROPOSED FIBER PLAN
GC-5	PROPOSED FIBER PLAN
GC-6	PROPOSED FIBER PLAN
GC-7	PROPOSED FIBER PLAN
GC-8	PROPOSED FIBER PLAN

SCOPE OF WORK

BORE FIBER CONDUIT FROM PROPOSED VZW HAND HOLE AT ROW TO PROPOSED VZW HAND HOLE ADJACENT TO CATV COMM MAN HOLE. CONNECT ZAYO FIBER TO PROPOSED VZW HAND HOLE AT ROW. ROUTE PROPOSED VZW FIBER FROM CATV COMM MAN HOLE THROUGH EXISTING MAN HOLES TO EXISTING FIBER JUNCTION BOX AT PARKING GARAGE. ROUTE PROPOSED FIBER FROM JUNCTION BOX IN EXISTING CONDUIT TO VZW LEASE SPACE.

CALL BEFORE YOU DIG
TEXAS ONE-CALL
811 or 1-800-545-6005
http://www.texas811.org/

STATE OF TEXAS
PATRICK W. MARSHALL
86101
LICENSED
PROFESSIONAL ENGINEER

FIRM REGISTRATION #: 13897

verizon

PM&A
P. MARSHALL & ASSOCIATES

SAIA FIBER DESIGN

9800 AIRPORT BLVD
SAN ANTONIO, TX 78216

LOCATION CODE:
262254

NO.	DATE	DESCRIPTION:
0	02/27/19	PRELIM ISSUE
1	03/13/19	PRELIM ISSUE
2	03/18/19	FINAL ISSUE

DESIGNED: NAM
DRAWN: NAM
CHECKED: PWM

JOB #: VWNT18-089

TITLE SHEET & PROJECT INFORMATION

T-1

GENERAL NOTES:

1. THE GENERAL CONTRACTOR MUST VERIFY ALL DIMENSIONS, CONDITIONS AND ELEVATIONS BEFORE STARTING WORK. ALL DISCREPANCIES SHALL BE CALLED TO THE ATTENTION OF THE ENGINEER AND SHALL BE RESOLVED BEFORE PROCEEDING WITH THE WORK. ALL WORK SHALL BE PERFORMED IN A WORKMANLIKE MANNER IN ACCORDANCE WITH ACCEPTED CONSTRUCTION PRACTICES.
2. IT IS THE INTENTION OF THESE DRAWINGS TO SHOW THE COMPLETED INSTALLATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL TEMPORARY BRACING SHORING, IRES, FORM WORK, ETC. IN ACCORDANCE WITH ALL NATIONAL, STATE AND LOCAL ORDINANCES, TO SAFELY EXECUTE ALL WORK AND SHALL BE RESPONSIBLE FOR SAME. ALL WORK SHALL BE IN ACCORDANCE WITH LOCAL CODES.
3. THE CONTRACTOR SHALL USE ADEQUATE NUMBER OF SKILLED WORKMAN WHO ARE THOROUGHLY TRAINED AND EXPERIENCED IN THE NECESSARY CRAFTS AND WHO ARE COMPLETELY FAMILIAR WITH THE SPECIFIED REQUIREMENTS AND METHOD NEEDED FOR PROPER PERFORMANCE OF THE WORK.
4. CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONSTRUCTION CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING THE SAFETY OF ALL PERSONS AND PROPERTY. THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. CONSTRUCTION CONTRACTOR FURTHER AGREES TO INDEMNIFY AND HOLD DESIGN ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH PERFORMANCE OF WORK ON THIS PROJECT.
5. SITE GROUNDING SHALL COMPLY WITH VERIZON WIRELESS GROUNDING STANDARDS, LATEST EDITION, AND COMPLY WITH VERIZON WIRELESS GROUNDING CHECKLIST, LATEST VERSION. WHEN NATIONAL AND LOCAL GROUNDING CODES ARE MORE STRINGENT THEY SHALL GOVERN
6. ALL WORK SHALL COMPLY WITH OSHA AND STATE SAFETY REQUIREMENTS. PROCEDURES FOR THE PROTECTION OF EXCAVATIONS, EXISTING CONSTRUCTION AND UTILITIES SHALL BE ESTABLISHED PRIOR TO FOUNDATION INSTALLATION. IF TEMPORARY LIGHTING AND MARKING IS REQUIRED BY THE FEDERAL AVIATION ADMINISTRATION (FAA), IT IS THE CONTRACTOR'S RESPONSIBILITY TO MAINTAIN THE NECESSARY LIGHTS AND NOTIFY THE PROPER AUTHORITIES IN THE EVENT OF A PROBLEM.
7. ALL WORK SHALL BE ACCOMPLISHED IN ACCORDANCE WITH ALL LOCAL, STATE, AND FEDERAL CODES AND ORDINANCES. THE MOST STRINGENT CODE WILL APPLY IN THE CASE OF DISCREPANCIES OR DIFFERENCES IN THE CODE REQUIREMENTS.
8. ANY DAMAGE TO ADJACENT PROPERTIES SHALL BE CORRECTED AT THE CONTRACTOR'S EXPENSE.
9. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING AMPLE NOTICE TO THE BUILDING INSPECTION DEPARTMENT TO SCHEDULE THE REQUIRED INSPECTIONS. A MINIMUM OF 24 HOURS ON NOTICE SHALL BE GIVEN AND THE BUILDING INSPECTION DEPARTMENTS HAVE REQUESTED THAT GROUPS OF TWO OR THREE SITES BE SCHEDULED AT ONE TIME IF POSSIBLE.
10. CONSTRUCTION MANAGER WILL CONFIRM FAA APPROVAL OF TOWER LOCATION BY ISSUING TOWER RELEASE FORM. NO TOWER SHALL BE CONSTRUCTED UNTIL THE TOWER RELEASE FORM IS ISSUED TO THE CONTRACTOR.
11. THE COMPLETE BID PACKAGE INCLUDES THESE CONSTRUCTION DRAWINGS ALONG WITH THE FINAL RF DESIGN AND TOWER STRUCTURAL ANALYSIS. CONTRACTOR IS RESPONSIBLE FOR REVIEW OF TOTAL BID PACKAGE PRIOR TO BID SUBMITAL.
12. CONTRACTOR SHALL VERIFY LOCATION OF ALL EXISTING UTILITIES WITHIN CONSTRUCTION LIMITS PRIOR TO CONSTRUCTION.
13. THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING POSITIVE DRAINAGE ON THE SITE AT ALL TIMES. SILT AND EROSION CONTROL SHALL BE MAINTAINED ON THE DOWNSTREAM SIDE IF THE SITE AT ALL TIMES. ANY DAMAGE TO ADJACENT PROPERTIES SHALL BE CORRECTED AT THE CONTRACTOR'S EXPENSE.
14. CLEARING OF TREES AND VEGETATION ON THE SITE SHOULD BE HELD TO A MINIMUM. ONLY THE TREES NECESSARY FOR CONSTRUCTION OF THE FACILITIES SHALL BE REMOVED. ANY DAMAGE TO PROPERTY OUTSIDE THE LEASE PROPERTY SHALL BE REPAIRED BY THE CONTRACTOR.
15. ALL SUITABLE BORROW MATERIAL FOR BACK FILL OF THE SITE SHALL BE INCLUDED IN THE BID. EXCESS TOPSOIL AND UNSUITABLE MATERIAL SHALL BE DISPOSED OF OFF SITE AT LOCATIONS APPROVED BY GOVERNING AGENCIES PRIOR TO DISPOSAL.
16. SEEDING AND MULCHING OF THE SITE SHALL BE ACCOMPLISHED AS SOON AS POSSIBLE AFTER COMPLETION OF THE SITE DEVELOPMENT. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING AND MAINTAINING AN ADEQUATE COVER OF VEGETATION OVER THE SITE FOR A ONE YEAR PERIOD.
17. PERMITS: OBTAIN AND PAY FOR REQUIRED PERMITS, LICENSES, FEES, INSPECTIONS, ETC.
18. RECORD DRAWINGS: MAINTAIN A RECORD OF ALL CHANGES, SUBSTITUTIONS BETWEEN WORK AS SPECIFIED AND INSTALLED. RECORD CHANGES ON A CLEAN SET OF CONTRACT DRAWINGS WHICH SHALL BE TURNED OVER TO THE CONSTRUCTION MANAGER UPON COMPLETION OF THE PROJECT.
19. THE CONTRACTOR SHALL VISIT THE SITE BEFORE BIDDING ON THE WORK CONTAINED IN THIS DESIGN PACKAGE.
20. ALL EQUIPMENT AND INSTALLATION SHALL BE IN STRICT ACCORDANCE WITH VERIZON WIRELESS.

EXCAVATION & GRADING NOTES:

1. ALL CUT AND FILL SLOPES SHALL BE 3:1 MAXIMUM.
2. ALL EXCAVATIONS ON WHICH CONCRETE IS TO BE PLACED SHALL BE SUBSTANTIALLY HORIZONTAL ON UNDISTURBED AND UNFROZEN SOIL AND BE FREE FROM LOOSE MATERIAL AND EXCESS GROUND WATER. DEWATERING FOR EXCESS GROUND WATER SHALL BE PROVIDED IF REQUIRED.
3. CONCRETE FOUNDATIONS SHALL NOT BE PLACED ON ORGANIC MATERIAL. IF SOUND SOIL IS NOT REACHED AT THE DESIGNATED EXCAVATION DEPTH. THE UNSATISFACTORY SOIL SHALL BE EXCAVATED TO ITS FULL DEPTH AND WITHER BE REPLACED WITH MECHANICALLY COMPACTED GRANULAR MATERIAL OR THE EXCAVATION BE FILLED WITH CONCRETE OF THE SAME QUALITY SPECIFIED FOR THE FOUNDATION.
4. ANY EXCAVATION OVER THE REQUIRED DEPTH SHALL BE FILLED WITH EITHER MECHANICALLY COMPACTED GRANULAR MATERIAL OF CONCRETE OF THE SAME QUALITY SPECIFIED FOR THE FOUNDATION. CRUSHED STONE MAY BE USED TO STABILIZE THE BOTTOM OF THE EXCAVATION. STONE, IF USED, SHALL NOT BE USED AS COMPLING CONCRETE THICKNESS.
5. AFTER COMPLETION OF THE FOUNDATION AND OTHER CONSTRUCTION BELOW GRADE AND BEFORE BACK FILLING, ALL EXCAVATIONS SHALL BE CLEAN OF UNSUITABLE MATERIAL SUCH AS VEGETATION, TRASH, DEBRIS, AND SO FORTH.
6. BACK FILL SHALL BE:
   - APPROVED MATERIALS CONSISTING OF EARTH, LOAM, SANDY CLAY, SAND, GRAVEL, OR SOFT SHALE;
   - FREE FROM CLODS OR STONES OVER 2 1/2" MAXIMUM DIMENSIONS;
   - IN LAYERS AND COMPACTED.
7. SITE FILL MATERIAL AND FOUNDATION BACK FILL SHALL BE PLACED IN LAYERS, MAXIMUM 6" DEEP BEFORE COMPACTION. EACH LAYER SHALL BE SPRINKLED IF REQUIRED AND COMPACTED BY HAND OPERATED OR MACHINE TAMPERS TO 95% OF MAXIMUM DENSITY, AT THE OPTIMUM MOISTURE CONTENT 2% AS DETERMINED BY ASTM DESIGNATION D-698, UNLESS OTHERWISE APPROVED. SUCH BACK FILL SHALL NOT BE PLACED BEFORE 3 DAYS AFTER PLACEMENT OF CONCRETE.
8. THE FOUNDATION AREA SHALL BE GRADED TO PROVIDE WATER RUNOFF AND PREVENT WATER FROM STANDING, THE FINAL GRADE SHALL SLOPE AWAY IN ALL DIRECTIONS FROM THE FOUNDATION AND SHALL THEN BE COVERED WITH 4" DEEP COMPACTED STONE OR GRAVEL.
9. CONTRACTOR SHALL PROVIDE ALL EROSION AND SEDIMENTATION CONTROL MEASURES AS REQUIRED BY LOCAL CITY, COUNTY AND STATE CODES AND ORDINANCES TO PROTECT EMBANKMENTS FROM SOIL LOSS AND TO PREVENT ACCUMULATION OF SOIL AND SILT IN STREAMS AND DRAINAGE PATHS LEAVING THE CONSTRUCTION AREA. THIS MAY INCLUDE SUCH MEASURES AS SILT FENCES, STRAW BALE SEDIMENT BARRIERS AND CHECK DAMS.
10. FILL PREPARATION: REMOVE ALL VEGETATION, TOPSOIL, DEBRIS, WET AND UNSATISFACTORY SOIL MATERIALS, OBSTRUCTIONS, AND DELETERIOUS MATERIALS FROM GROUND SURFACE PRIOR TO PLACING FILLS. PLOW STRIP OR BREAK UP SLOPED SURFACES STEEPER THAT 1 VERTICAL TO 4 HORIZONTAL SO FILL MATERIAL WILL BOND WITH EXISTING SURFACE. WHEN SUBGRADE OR EXISTING GROUND SURFACE TO RECEIVE FILL HAS A DENSITY LESS THAN THAT REQUIRED FOR FILL, BREAK UP GROUND SURFACE TO DEPTH REQUIRED, PUL VERIZE, MOISTURE-CONDITION OR AERATE SOIL AND RECOMPACT TO REQUIRED DENSITY.
11. REPLACE THE EXISTING WEARING SURFACE ON AREAS, WHICH HAVE BEEN DAMAGED OR REMOVED DURING CONSTRUCTION OPERATIONS. SURFACE SHALL BE REPLACE TO MATCH EXISTING ADJACENT SURFACING AND SHALL BE OF THE SAME THICKNESS. NEW SURFACE SHALL BE FREE FROM CORRUGATIONS AND WAVES. EXISTING SURFACING MAY BE EXCAVATED SEPARATELY AND REUSED IF INJURIOUS AMOUNTS OF EARTH, ORGANIC MATERIAL, OF OTHER DELETERIOUS MATERIALS ARE REMOVED PRIOR TO REUSE. FURNISH ALL ADDITIONAL RESURFACING MATERIAL AS REQUIRED. BEFORE SURFACING IS REPLACED, SUBGRADE SHALL BE THOROUGHLY COMPACTED. DEPRESSIONS IN THE SUBGRADE SHALL BE FILLED AND COMPACTED WITH APPROVED SELECTED MATERIAL. SURFACING SHALL NOT BE USED FOR FILLING DEPRESSIONS IN THE SUBGRADE.
12. PROTECT EXISTING SURFACING AND SUBGRADE IN AREAS WHERE EQUIPMENT LOADS WILL OPERATE. USE PLANKING OR OTHER SUITABLE MATERIALS DESIGNED TO SPREAD EQUIPMENT LOADS WILL OPERATE. REPAIR DAMAGE TO EXISTING GRAVEL SURFACING OR SUBGRADE WHERE SUCH DAMAGE IS DUE TO THE CONTRACTOR'S OPERATIONS. DAMAGED GRAVEL SURFACING SHALL BE RESTORED TO MATCH THE ADJACENT UNDAMAGED GRAVEL SURFACING AND SHALL BE OF THE SAME THICKNESS.
13. DAMAGE TO EXISTING STRUCTURES AND UTILITIES RESULTING FROM CONTRACTOR'S NEGLIGENCE SHALL BE REPAIRED / REPLACED TO OWNER'S SATISFACTION AT CONTRACTOR'S EXPENSE.
14. CONTRACTOR SHALL COORDINATE THE CONSTRUCTION SCHEDULE WITH PROPERTY OWNER SO AS TO AVOID INTERRUPTIONS TO PROPERTY OWNER'S OPERATIONS.
15. ENSURE POSITIVE DRAINAGE DURING AND AFTER COMPLETION OF CONSTRUCTION.
16. RIPRAP SHALL BE CLEAN, HARD, SOUND, DURABLE, UNIFORM IN QUALITY AND FREE OF ANY DETRIMENTAL QUANTITY OF SORT, FRIABLE, THIN, ELONGATED OR LAMINATED PIECES. DISINTEGRATED MATERIAL, ORGANIC MATTER, OIL, ALKALI OR OTHER DELETERIOUS SUBSTANCE.

LEGEND

- FENCE
- CONTOUR LINE
- PROPERTY LINE / ROW
- LEASE AREA
- EASEMENT
- DISCONNECT SWITCH
- METER
- CIRCUIT BREAKER
- CODED NOTE NUMBER
- CHEMICAL GROUND ROD
- GROUND ROD
- GROUND ROD WITH INSPECTION SLEEVE
- CADWELD TYPE CONNECTION
- COMPRESSION TYPE CONNECTION
- GROUND WIRE

STATE OF TEXAS
PATRICK W MARSHALL
86101
LICENSED
PROFESSIONAL ENGINEER

FIRM REGISTRATION #: 13897

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P. MARSHALL & ASSOCIATES

SAIA FIBER DESIGN

9800 AIRPORT BLVD
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JOB #: VWNT18-089

GENERAL NOTES

GC-1

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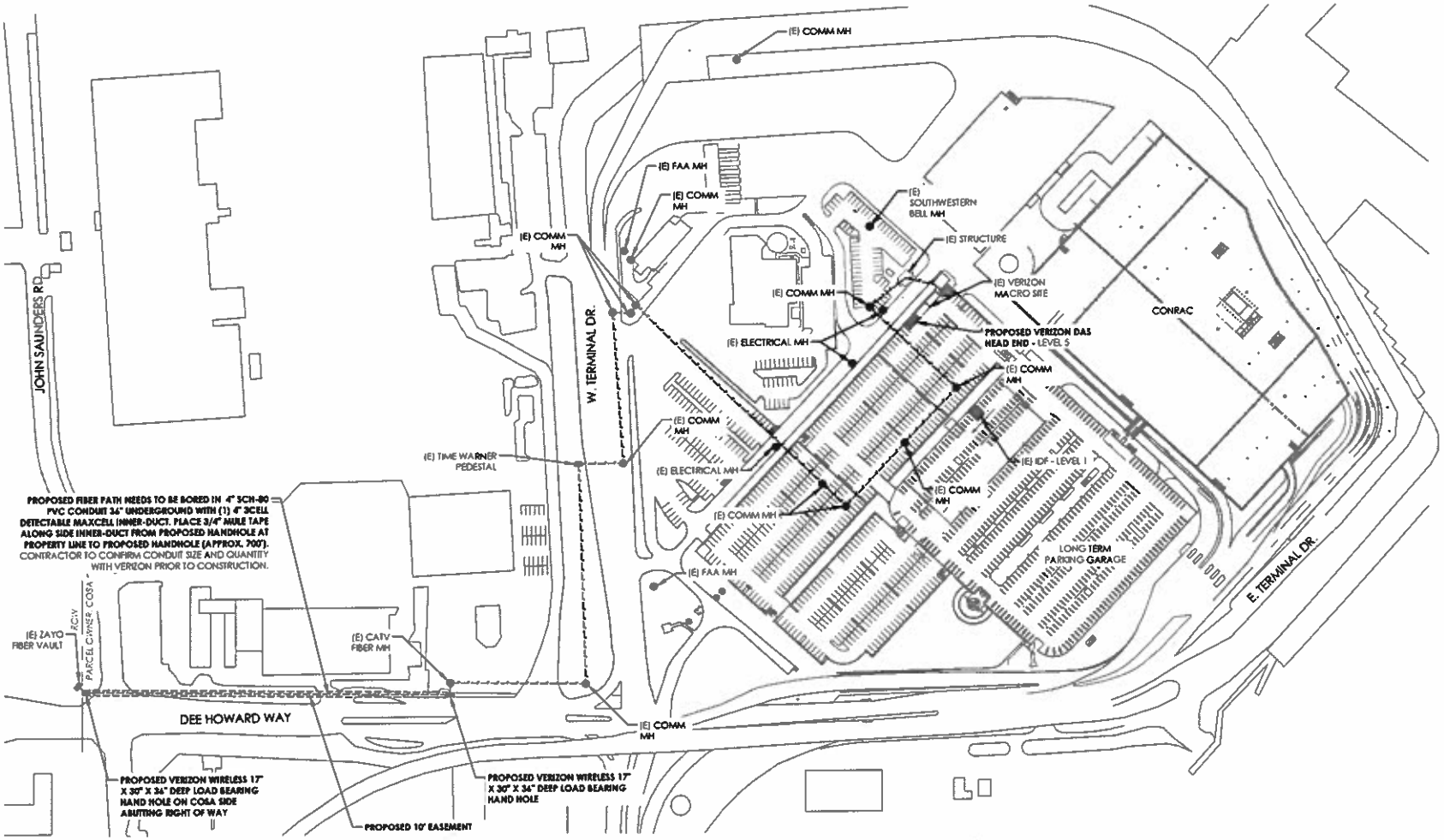

OVERALL SITE PLAN
SCALE: 1" = 200'

NOTE:
PROPOSED ROUTES ARE DIAGRAMMATIC. CONTRACTOR TO ROD AND ROPE AND CONFIRM PROPOSED PATH PRIOR TO CONSTRUCTION.

GRAPHIC SCALES
200 0 200
SCALE: 1" = 200'

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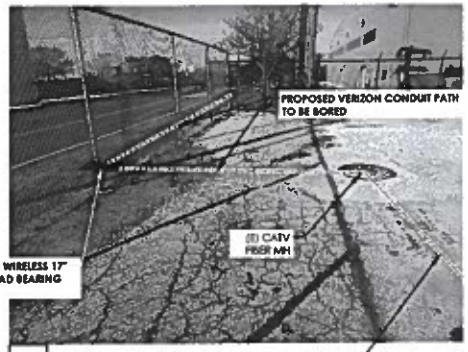
OVERALL SITE PLAN

GC-2

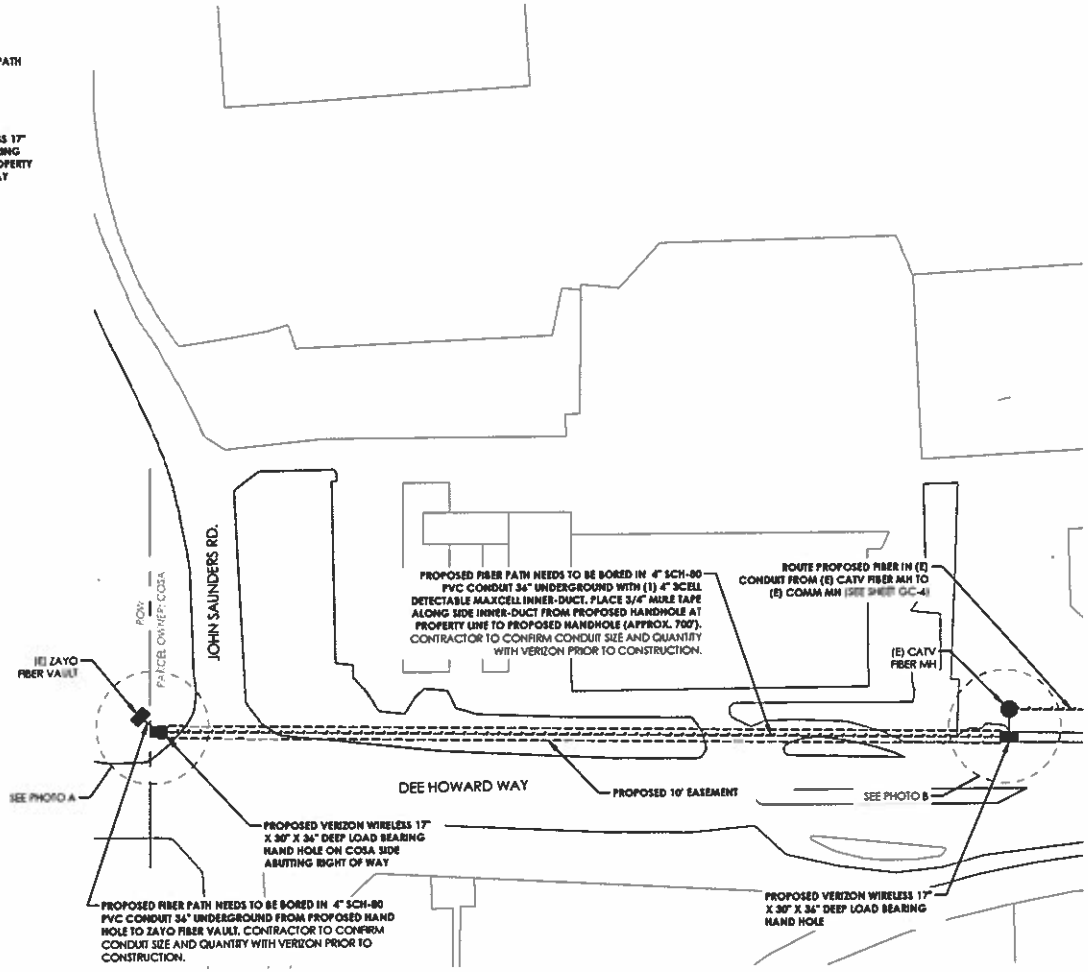
A



PROPOSED VERIZON WIRELESS 17" X 30" X 36" DEEP LOAD BEARING HAND HOLE

B

ROUTE PROPOSED FIBER IN (E) CONDUIT FROM (E) CATV FIBER MH TO (E) COMM MH



OVERALL SITE PLAN

SCALE: 1" = 100'

NOTE:
PROPOSED ROUTES ARE DIAGRAMMATIC. CONTRACTOR TO ROD AND ROPE AND CONFIRM PROPOSED PATH PRIOR TO CONSTRUCTION.

GRAPHIC SCALES

100 0 100

SCALE: 1" = 100'

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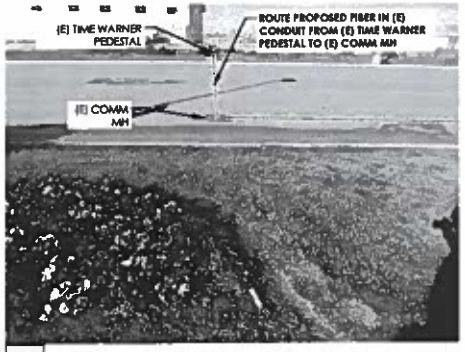
PROPOSED FIBER PLAN

GC-3

C



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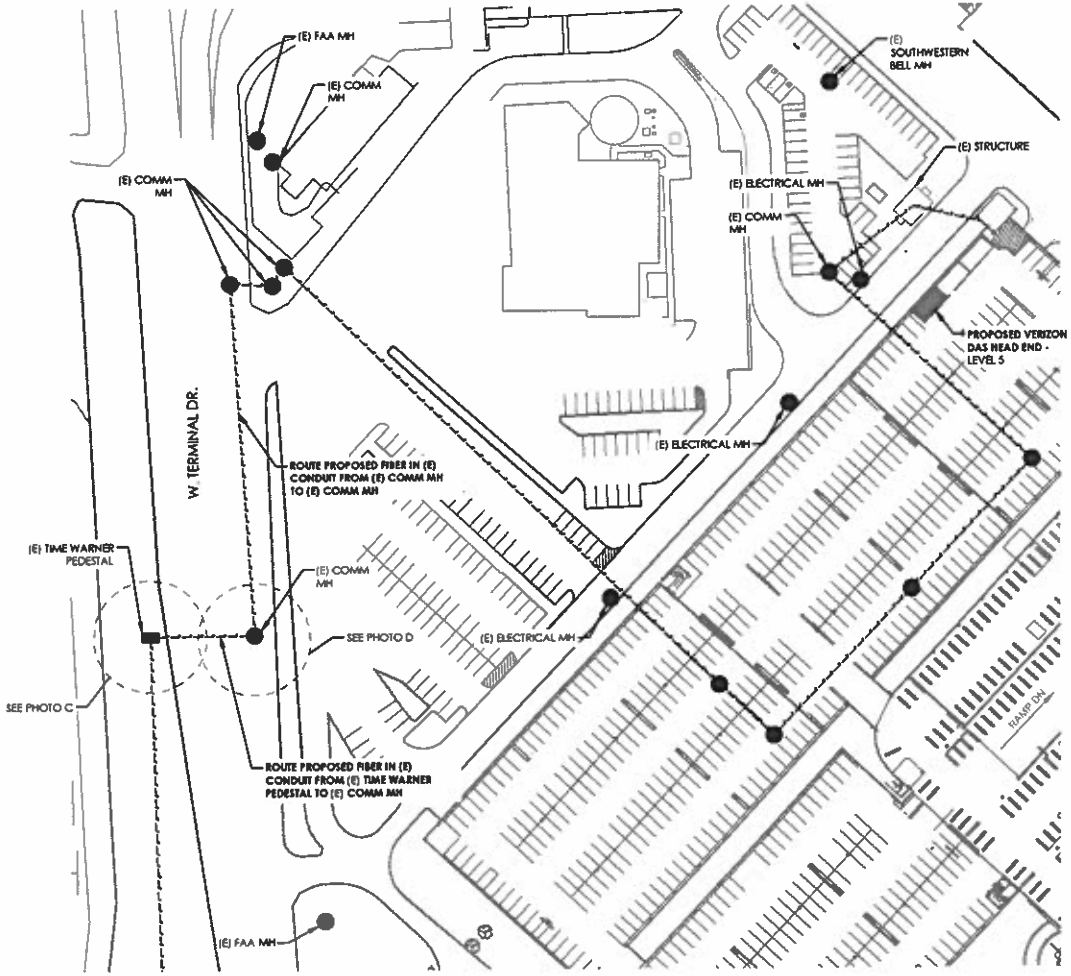

OVERALL SITE PLAN

SCALE: 1" = 100'

NOTE:
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GRAPHIC SCALES

100 0 100

SCALE: 1" = 100'

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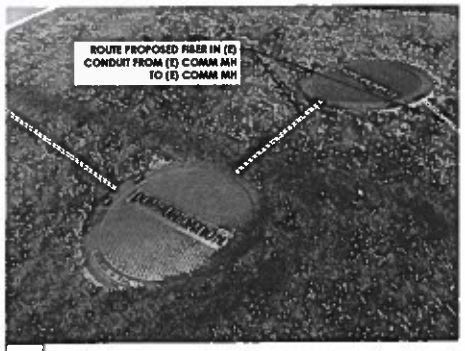
PROPOSED FIBER PLAN

GC-4

E



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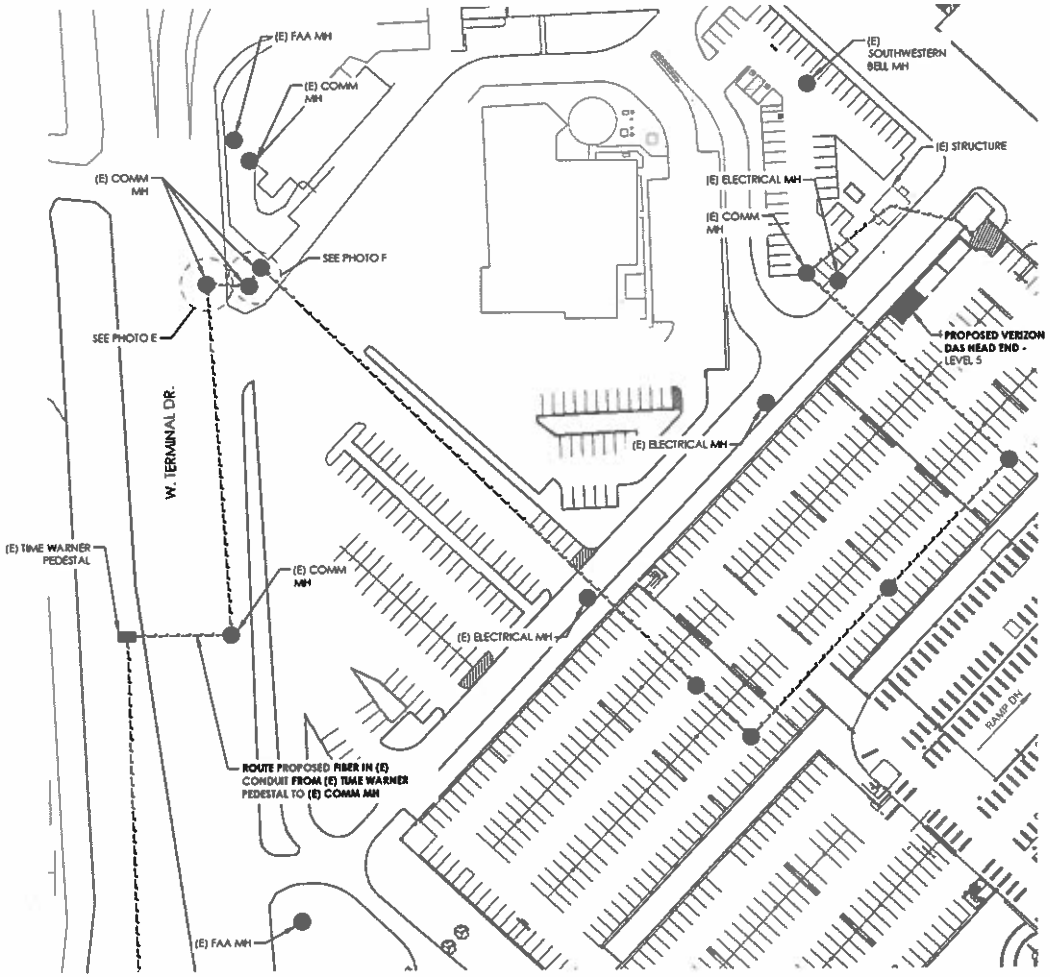

OVERALL SITE PLAN

SCALE: 1" = 100'

NOTE:
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GRAPHIC SCALES

100 0 100

SCALE: 1" = 100'

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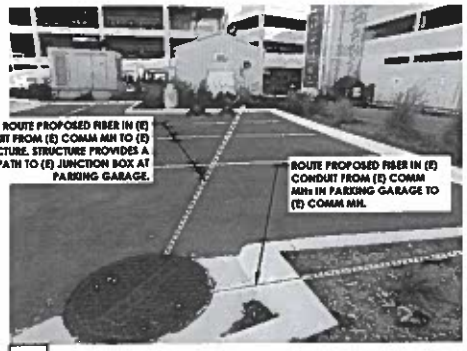
PROPOSED FIBER PLAN

GC-5



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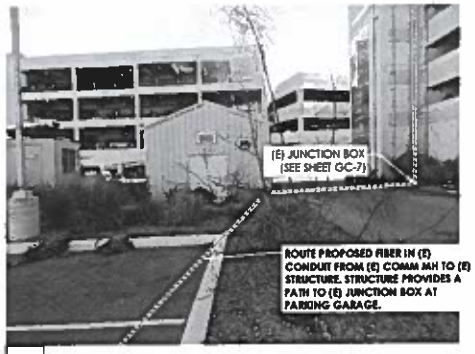

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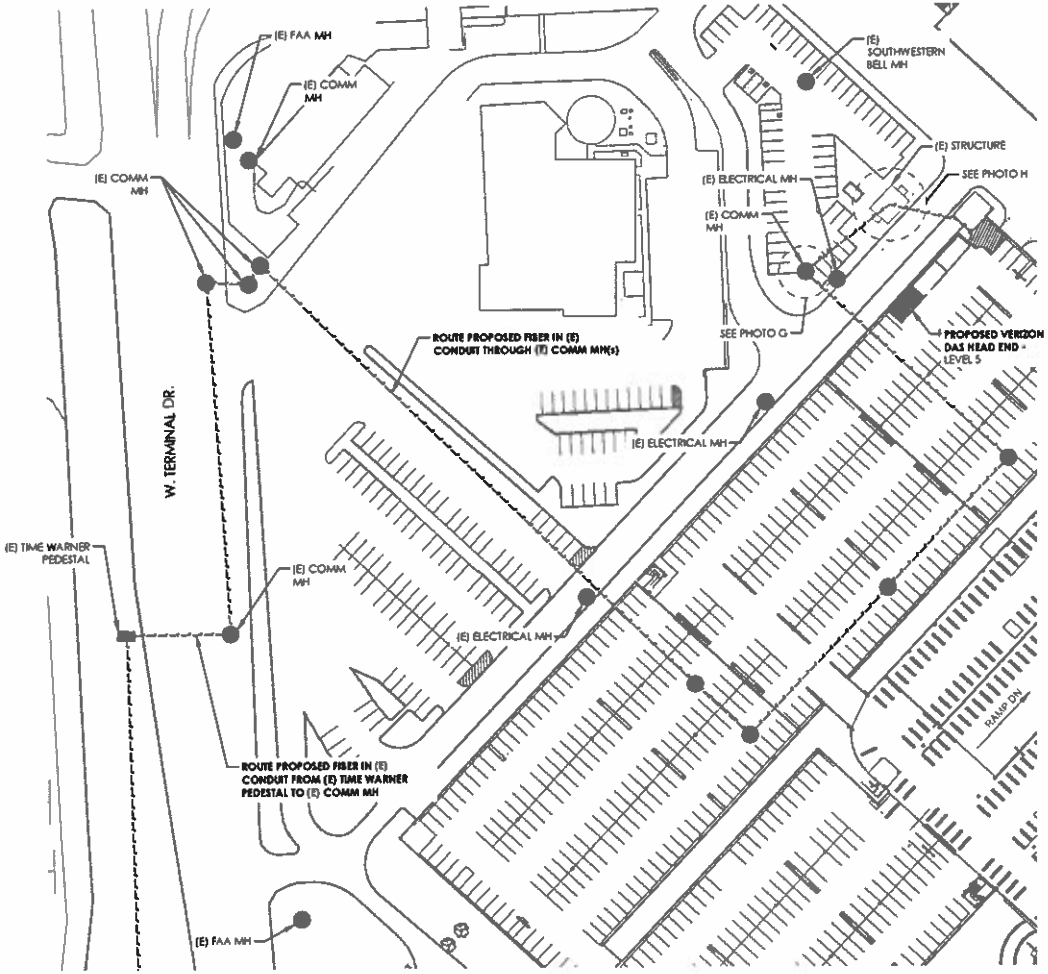

OVERALL SITE PLAN
SCALE: 1" = 100'

NOTE:
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GRAPHIC SCALES
100 0 100
SCALE: 1" = 100'

N W E S

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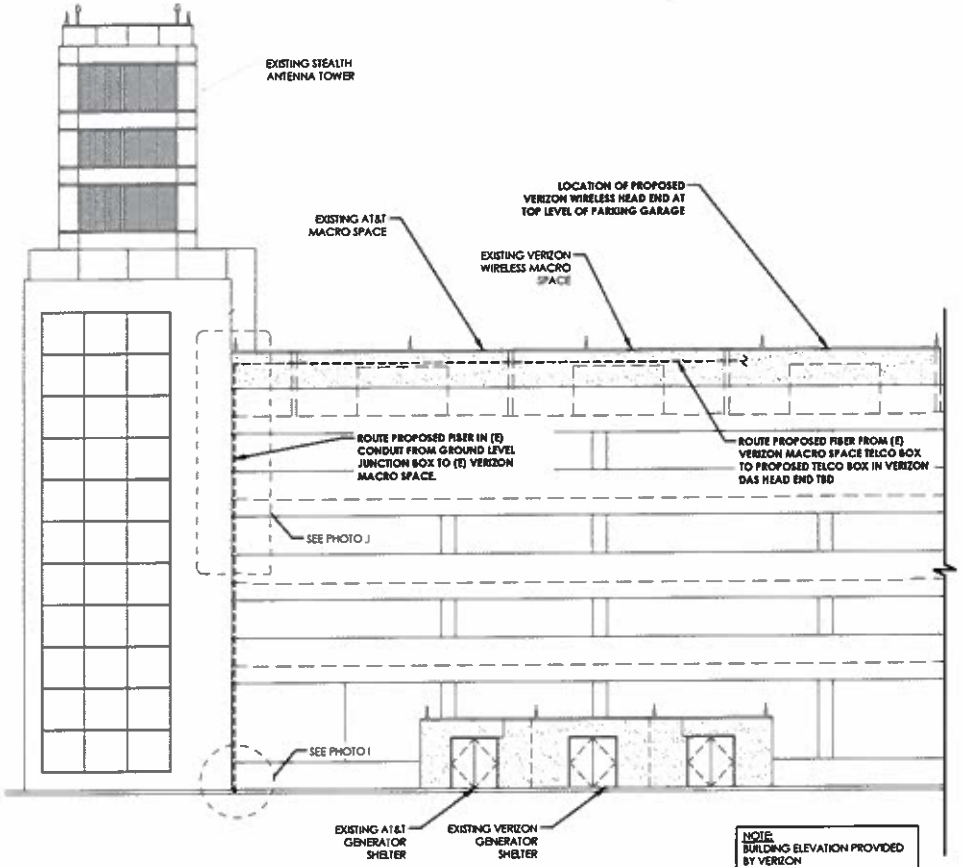
PROPOSED FIBER PLAN

GC-6

I

J



PROPOSED FIBER PLAN - LONG TERM PARKING (NORTHWEST ELEVATION)

NOTE:
BUILDING ELEVATION PROVIDED BY VERIZON

NOTE:
PROPOSED ROUTES ARE DIAGRAMMATIC. CONTRACTOR TO ROD AND ROPE AND CONFIRM PROPOSED PATH PRIOR TO CONSTRUCTION.

GRAPHIC SCALES

0 16 32

SCALE: 1/16" = 1'

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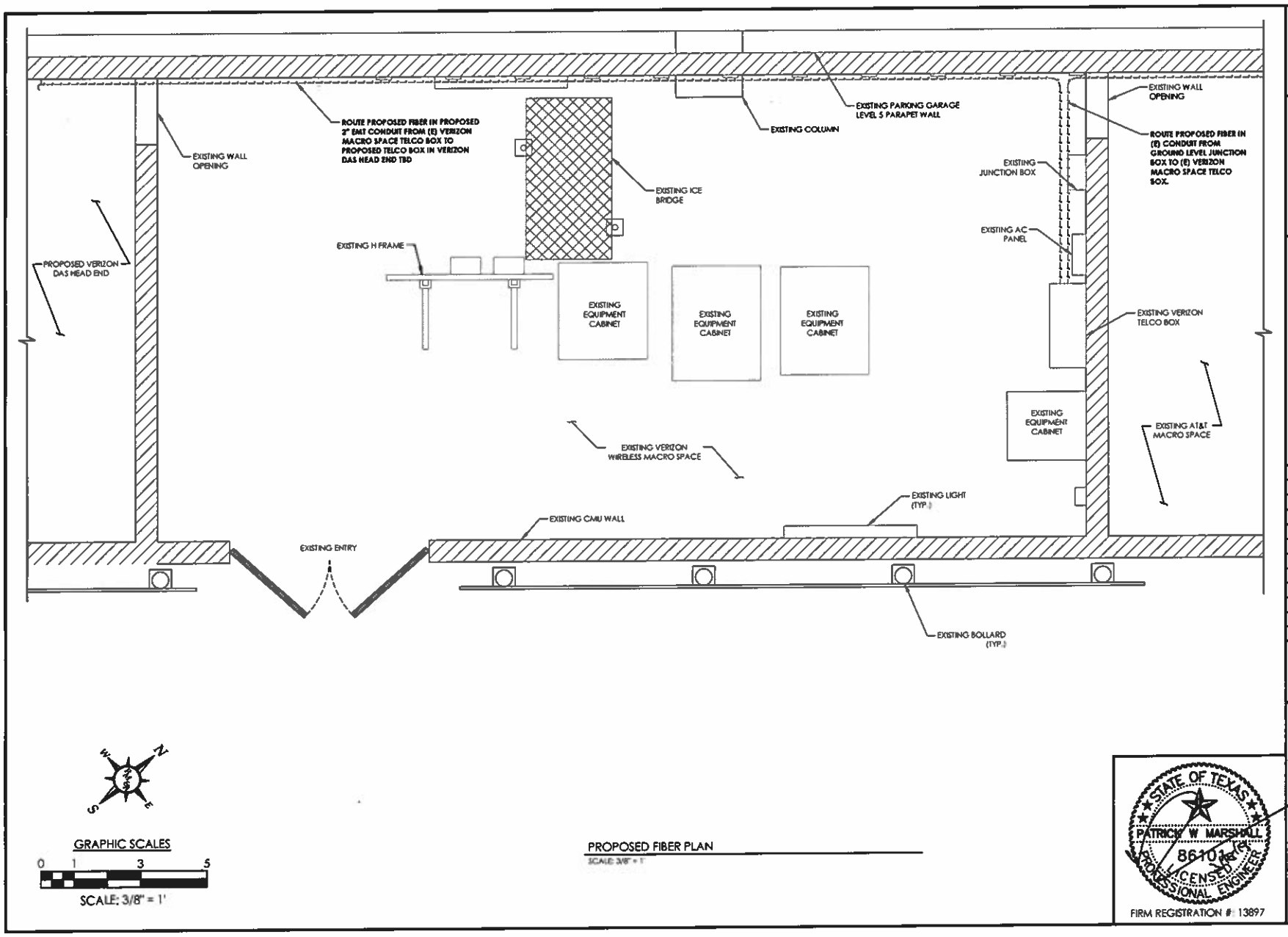
PROPOSED FIBER PLAN

GC-7



PROPOSED FIBER PLAN

SCALE: 3/8" = 1'

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PROPOSED FIBER PLAN

GC-8