

## LICENSE AGREEMENT

**THIS LICENSE AGREEMENT** (this "License"), entered into on this \_\_\_\_ day \_\_\_\_\_ 20\_\_, is by and between The Metropolitan Government of Nashville and Davidson County with an address at PO Box 196300, Nashville, TN 37219 ("Licensor") as licensor, and Verizon Wireless Tennessee Partnership d/b/a Verizon Wireless with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404) ("Licensee") as licensee. The effective date of this License (the "Effective Date") is the date of its filing by the Metropolitan Clerk following its approval by the Metropolitan Council by ordinance. Licensor and Licensee are at times collectively referred to as "Parties" or individually as a "Party".

**WHEREAS**, Licensor owns the property located at 800 2nd Avenue South, Nashville, Tennessee (the "800 2nd Avenue South Property"), together with the improvements thereon (the "Fulton Building") located on the 800 2nd Avenue South Property, which Fulton Building is commonly known as the Richard Fulton Building, and

**WHEREAS**, Licensor owns the property located at 700 2nd Avenue South, Nashville, Tennessee (the "700 2nd Avenue South Property"), together with the improvements thereon (the "Adjacent Building") located on the 700 2nd Avenue South Property, which Adjacent Building is commonly known as the Howard Office Building, and

**WHEREAS**, the 800 2nd Avenue South Property and the 700 2nd Avenue South Property are sometimes collectively referred to herein as the "Property", and

**WHEREAS**, the Fulton Building and the Adjacent Building are sometimes collectively referred to herein as the "Buildings", and

**WHEREAS**, Licensee wishes to install an In-Building Radio Distribution (IBRD) System (as hereinafter defined) in the Buildings, and

**WHEREAS**, as a result Licensee wishes to license from Licensor space in the Buildings for the placement of the IBRD System.

**NOW, THEREFORE**, in consideration of the mutual promises, covenants, undertakings, and other consideration set forth in this License, Licensee and Licensor agree as follows:

1. Premises.

(a) Licensor hereby licenses to Licensee certain spaces as shown on Exhibit A (the "Premises") on and within the Buildings for the installation of microcell(s), rerad(s) or other

(N0164912.1)  
Site Name: INB\_RICHARD\_FULTON\_METRO\_OFFICE  
Location Code: 425340

(N0164912.1)

(N0164912.1)

1

similar or comparable in-building radio-distribution devices ("IBRDs") and the installation of antennas serving such IBRDs ("IBRD Antennas") together with a space for cables, fibers or the equivalent connecting such IBRDs and IBRD Antennas, whether through conduit or otherwise. The IBRDs and IBRD Antennas and the connecting cables, fibers or equivalent and any other related equipment installed hereunder are collectively referred to herein as the "IBRD System" or the "In-Building Radio Distribution (IBRD) System". The IBRD System components and design principles are described on Exhibit A. Any microcells, cable runs or other aspects of the IBRD System installed by Licensee shall be for Licensee's exclusive use only (i.e., Licensee may not license strands to other vendors without prior written permission of Licensor). Licensee may modify any frequencies upon which such equipment operates as needed to provide in-building coverage provided that Licensee complies with the interference provisions of Section 6. The Parties acknowledge and agree that the IBRD System is designed to serve the Fulton Building but that (as reflected in Exhibit A) certain components of the IBRD System will be located in the Adjacent Building. Licensor hereby grants Licensee a license to use six (6) existing fiber optic cabling strand pairs running through existing conduit between the Fulton Building and the Adjacent Building for the connection of the IBRD System components in the Fulton Building and the IBRD System components in the Adjacent Building.

(b) During the Term of this License, Licensor agrees to cooperate with Licensee's efforts to obtain, at Licensee's expense, but without any change to the terms of this License, all licenses and permits or authorizations required for Licensee's use of the Premises and IBRD System from all applicable government and/or regulatory entities (including, without limitation, zoning and land use authorities, and the Federal Communication Commission ("FCC")) (collectively "Governmental Approvals"), including appointing Licensee as agent for all land use and zoning permit applications for the IBRD System, and Licensor agrees to cooperate with and to allow Licensee, at no cost to Licensor, to obtain a title report, zoning approvals and variances, land-use and building permits, subject to the approval of the appropriate authorities, and Licensor expressly grants to Licensee a right of access to the Property to perform surveys and other engineering procedures or investigations to determine that Licensee's use of the Premises will be compatible with Licensee's engineering specifications, system design, operations and Governmental Approvals. Notwithstanding the foregoing, Licensee may not change the zoning classification of the Property or offer, agree to or accept any Government Approvals in conflict with or which require any alteration or modification of the terms of this License without first obtaining Licensor's written consent.

2. Term. This License shall be effective as of the Effective Date; however, the initial term of this License (the "Initial Term") shall be five (5) years beginning on the Commencement Date (as defined below). The "Commencement Date" shall be the first day of the month following the date Licensee commences the installation of the IBRD System at the Premises. Licensor and Licensee agree that they shall acknowledge the Commencement Date in writing. The word "Term" refers to both the Initial Term and Renewal Term (as hereinafter defined).

3. Permitted Use. The Premises may be used by Licensee for the transmission and reception of radio communication signals and for the construction, installation, operation, maintenance and repair of the IBRD System and related support facilities and not for any other

purpose. Licensee shall, at its expense, comply with all applicable present and future federal, state, and local laws, ordinances, rules and regulations (including but not limited to applicable laws and ordinances relating to health, safety, radio frequency emissions, and radiation) in connection with the use of (and operations, maintenance, construction and/or installations at) the Premises.

4. Consideration. In consideration for the rights granted herein, the Fulton Building will receive the benefits of enhanced wireless communications arising from operation of the IBRD System.

5. Renewal. Licensee shall have the right to extend this License for one (1) additional, five-year term (the "Renewal Term"). The Renewal Term shall be on the same terms and conditions as set forth herein. This License shall automatically renew for the Renewal Term unless Licensee notifies Licensor, in writing, of Licensee's intention not to renew this License, at least sixty (60) days prior to the expiration of the Initial Term. Any holding over by Licensee after the expiration of the Initial Term and the Renewal Term, with the consent of the Licensor, shall be construed to be a tenancy from month to month on the terms and on the conditions set forth herein.

6. Interference, Testing and Reservation.

(a) Do No Harm Interference Assurance: 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 licensees or tenants of the Property existing as of the Effective Date. Should Licensee's equipment cause measurable interference, and provided Licensor notifies Licensee of such interference by a written communication and a call to Licensee's Network Operations Center [at (800) 264-6620/(800) 621-2622], Licensee will take all steps necessary to correct and eliminate the interference. If Licensee is unable to correct and eliminate the interference within 48 hours following such notice, Licensee shall power down the interfering equipment (other than intermittent testing related to correction of the interference) until the interference is cured. Licensee's obligation to power down the interfering equipment pursuant to the immediately preceding sentence is referred to herein as the "Interference Power Down Obligation". A failure by Licensee to perform the Interference Power Down Obligation if and when required pursuant to this Section 6(a) shall be deemed a material breach by Licensee. Licensor agrees that it and/or any other licensees or tenants who currently have or in the future take possession of the Property will install only such radio equipment that is of the type and frequency that will not cause measurable interference to the then existing equipment of Licensee.

(b) Proper Installation Techniques: Licensee shall install and maintain the IBRD System in a manner which does not reduce the useful life (or increase the maintenance or repair cost) of the Buildings or any portion of thereof (for example, by putting any additional loading on a portion of the Buildings which would create leaks, creating leaks in the roof where the cable trays are located or reducing the useful life of the roof of the Buildings).

(c) Right to Test: Both Licensor and Licensee shall be allowed to conduct radio

frequency emission and interference studies from time to time to determine whether Licensee's use of the Premises and the IBRD System will interfere with Licensor's or Licensor's lessee's or licensees or operators current or proposed use of the Premises or Property.

(d) **RF NEPA Exposure Testing:** Licensor may, at its expense, perform tests as necessary to determine compliance of the IBRD System located on the Property with applicable Federal radio frequency exposure limit rules, currently set forth at 47 C.F.R. Section 1.1310 (to the extent applicable), or subsequent applicable Federal rules as from time to time in effect.

(e) **RF NEPA Exposure Testing, Continued:** Licensee shall conduct an initial test for compliance with applicable Federal radio frequency exposure limit rules prior to placing the IBRD System into commercial operation, and Licensee shall perform additional tests upon reasonable request by Licensor and upon any significant change in the IBRD System. Licensor shall be entitled to receive copies of the test results and calculation methods. All such testing shall be performed by a qualified radio engineer, and shall show whether and where persons on the interior or exterior portions of the Buildings may be exposed to radio frequency emissions from the IBRD System in excess of those allowed by applicable Federal radio frequency exposure limit rules then in effect. A copy of the test results shall be provided to both Parties. If such tests show noncompliance with applicable Federal radio frequency exposure limit rules then in effect, then the IBRD System shall immediately be shut down (except for work necessary to bring it into compliance) until subsequent tests again show compliance with such rules.

(f) All equipment utilized by Licensee shall be FCC certified, if applicable.

(g) Licensor does not grant, and reserves for itself, its lessees, successors and assigns, (i) all mineral rights, seismic rights and rights to oil, gas, other hydrocarbons or minerals on, as to, under or about any portion of the Premises and Property; (ii) rights to generate electricity from the wind or wind power on, as to or about any portion of the Premises and Property; and (iii) the right to grant to others the rights hereby reserved.

7. **Licensee Improvements; Utilities; Access.**

(a) All construction, installation and maintenance of the IBRD System shall be performed by Licensee or its contractors in a safe manner consistent with current wireless industry engineering and construction standards and practices, lien-free, and consistent with the drawings attached as Exhibit A. This construction shall not include a tower or base for a tower, but any work performed will utilize all applicable OSHA, electric safety, RF exposure, and associated standards and best practices

(b) Prior to commencing construction, Licensee shall submit plans and specifications for all improvements to Licensor for Licensor's written approval, not to be unreasonably withheld. No improvement, construction, installation or alteration shall be commenced until plans for such work have been approved by the Licensor and all necessary permits have been properly issued. Notwithstanding the foregoing, the Parties acknowledge and agree that the plans and specifications attached to this License as Exhibit A have been approved by Licensor

and do not require further approval by Licensor. Licensee shall also submit to Licensor a post-construction document indicating any changes made during construction which may deviate from the approved engineered drawings.

(c) Licensee shall have the right to alter, replace, enhance or upgrade the IBRDs, IBRD Antennas and other portions of the IBRD System at any time during the Term of this License to the extent that such changes do not differ from the design principles of Exhibit A. Any changes from Exhibit A shall require Licensor's written approval.

(d) Licensee shall cause all construction to occur lien-free and in compliance with all applicable laws and ordinances. If any lien is filed against the Premises or Property as a result of acts or omissions of Licensee or Licensee's employees, agents or contractors, Licensee shall discharge the lien or bond the lien off in a manner reasonably satisfactory to Licensor within thirty (30) days after Licensee receives written notice that the lien has been filed.

(e) Licensor acknowledges that except for Licensee's non-compliance with this License it shall not interfere with Licensee's construction on the Property including, without limitation, attempting to direct construction personnel as to the location of or method of installation of the IBRD System.

(f) Licensee, at its expense, shall use any and all appropriate means of restricting access to the head end portion of the IBRD System. Licensor shall not be responsible for protecting Licensee's equipment from vandalism or damage by third parties.

(g) Licensee shall, at Licensee's expense, keep and maintain the IBRD System in commercially reasonable condition and repair during the Term of this License, normal wear and tear and casualty excepted. Upon expiration of this License, or within ninety (90) days after any earlier termination of this License, Licensee at its expense shall remove the IBRD System and then shall restore and return the Premises to Licensor in the same condition as they were prior to this License (excepting, however, Licensee's antennas installed in ceiling tiles, cabling, clamps, couplers and other such passive equipment which shall, at the option of Licensee, remain at the Premises and become the property of Licensor without compensation to Licensee).

(h) Licensee shall be responsible for obtaining electrical power service for the IBRD System. Licensor agrees to use reasonable efforts in assisting Licensee to acquire necessary electrical power service. Licensee shall pay to the utility provider when due all charges for electrical power consumed by the IBRD System during the Term of the License.

(i) Licensor will grant to Licensee or the local fiber or utility provider an easement for fiber/T-1 running from the nearest public right of way to the Premises to the extent necessary to serve the IBRD System, in Licensee's reasonable determination, provided the location of such easement shall be subject to Licensor's approval.

(j) Following prior notice to Licensee and if accompanied by a representative of Licensee, Licensor and its agents shall have the right to examine the IBRD System and to enter

the Premises at reasonable times to examine and inspect the IBRD System and the Premises.

(k) Upon reasonable advance notice from Licensee (which notice may be by telephone to Licensor's contact person identified in Section 12(b)), Licensor shall grant Licensee access to the Premises during Licensor's business hours to install, test, upgrade, maintain and/or repair the IBRD System, to test radio frequency coverage or to investigate or remediate interference with Licensee's network or services. Notwithstanding the foregoing, Licensor shall provide or arrange to provide immediate access to the Premises as requested by Licensee in emergency situations when in Licensee's opinion urgent action is required to protect against threats to the security, integrity or safety of, and/or to remedy interference with, Licensee's network or services. Licensor may accompany Licensee during any access to the Premises, and any access shall be in accordance with safety and other rules applicable to the Premises.

(l) Prior to Licensee commencing construction on the Property Licensee shall provide Licensor with the name of the contractor that will be constructing the improvements. The contractor is subject to the prior written approval of Licensor, such approval not to be unreasonably withheld. Notwithstanding the foregoing, the Parties agree and acknowledge that use of the following contractors by Licensee is approved and will not require any further notice to or approval by Licensor: (i) Wireless Vista, (ii) Mann Wireless, (iii) Gibson Technical Services (GTS), (iv) Optical Telecom Solutions (OTS) and (v) Telamon.

(m) Licensee shall following completion of construction post a removal bond (or, at Licensee's option, a letter of credit) from a surety or bank reasonably acceptable to Licensor, and in an amount reasonably deemed necessary to assure that the funds will be available at the termination of the License for the completion of Licensee's removal obligations under Section 7(g). The Parties acknowledge and agree that Licensee, at Licensee's option, may elect to post a multi-site removal bond (or a multi-site letter of credit) related to the IBRD System in the Buildings as well as other similar system installations by Licensee in other buildings owned by Licensor.

(n) Licensee may not place or allow the placement of any signs or graffiti on the Premises, except for those required for emergency notification and identification, or as required by applicable law or rule. After thirty (30) days' notice to remove, Licensor at any time may enter the Premises and undertake any activities necessary to abate or remove unacceptable signs or graffiti located therein. Licensee shall reimburse Licensor all costs incurred by Licensor in connection with such abatement or removal within thirty (30) days of Licensor's presenting Licensee with a statement of such costs.

(o) Licensee shall, at its own expense, maintain the Premises and IBRD System and all improvements, equipment and other personal property of Licensee on the Property in good working order, condition and repair. Licensee shall keep the Premises and IBRD System free of debris and anything of a dangerous, noxious or offensive nature or which would create a hazard or source of undue vibration, heat, noise or interference.

(p) Notwithstanding any provision in this License to the contrary, Licensor shall have

{N0164912.1}  
Site Name: INB\_RICHARD\_FULTON\_METRO\_OFFICE  
Location Code: 425340

{N0164912.1}

{N0164912.1}

the right, at any time (and from time to time) during the Term of this License, to require that Licensee relocate the IBRD System, or any portion of it, at Licensor's expense, to another location in the Buildings suitable for Licensee's use (in the Parties' mutual reasonable determination). Licensee shall be given at least 180 days notice of such relocation, shall fully cooperate in such relocation, and Licensor shall reimburse all Licensee's costs associated therewith. Licensor shall permit Licensee to place a temporary antenna facility on Licensor's Property or at some other location acceptable to Licensee, at Licensor's costs until such relocation is complete.

(q) Licensee shall be allowed to place a battery powered backup power supply on the Premises.

(r) The IBRD System is the personal property of Licensee and shall be operated, controlled and maintained solely by Licensee. Absent a specific written agreement from Licensee, the IBRD System shall not become a fixture or a part of the real property where it is installed. Licensor shall so inform any purchaser or mortgagee of the Property as such.

7A. Use by Other Providers. This License does not restrict or prevent Licensor from leasing other portions of the Property to other providers of telecommunications services subject to the interference provisions of Section 6.

8. Termination. This License may only be terminated in accordance with its terms. Except as otherwise provided herein, this License may be terminated, without any penalty or further liability as follows:

(a) immediately if within the first 180 days following the Effective Date Licensee notifies Licensor of unacceptable results of any title report, environmental or soil tests prior to Licensee's installation of the IBRD System;

(b) upon twelve (12) months written notice by Licensee if despite diligent effort by Licensee, Licensee is unable to obtain, maintain, or otherwise forfeits, cancels or has been canceled, or allows to expire without renewing any license (including, without limitation, an FCC license), permit or any Governmental Approval necessary for the installation and/or operation of the IBRD System;

(c) upon ninety (90) days' written notice by Licensee if destruction or damage to the IBRD System substantially and adversely affects its effective use; or

(d) at the time title, or the right to control or to occupy the Premises or Property transfers to a condemning authority, pursuant to a taking of all or a portion of the Premises or Property sufficient to render the Premises or Property unsuitable for Licensee's use. Licensor and Licensee shall each be entitled to pursue their own separate awards with respect to such taking. Sale of all or part of the Premises or Property to a purchaser with the power of eminent domain in the face of the exercise of the power shall be treated as a taking by condemnation.

(e) upon thirty (30) days' written notice by Licensor to Licensee (and, if applicable, pursuant to Section 15(b)) if this License and/or Licensee's operations thereunder impair, increase the cost of or prevent financing (such as the issuance of bonds or revenue bonds, including bonds whose income is generally exempt from Federal income tax under the U.S. Internal Revenue Code), by Licensor.

9. Default and Right to Cure.

(a) Notwithstanding anything contained herein to the contrary and without waiving any other rights granted to it at law or in equity, each Party shall have the right, but not the obligation, to terminate this License on written notice pursuant to Section 12 hereof (and, if applicable, pursuant to Section 15(b)), to take effect immediately, if the other Party (i) fails to perform any material covenant for a period of thirty (30) days after receipt of written notice thereof to cure (unless the nature of the matter takes longer to cure and such Party commences a cure within the time period and diligently pursues it) or (ii) commits a material breach of this License and fails to diligently pursue such cure to its completion after sixty (60) days' written notice to the defaulting Party (unless the nature of the matter takes longer to cure and such Party commences a cure within the time period and diligently pursues it).

(b) Licensee shall be in default if (i) it abandons the IBRD System or vacates the Premises (and fails to cure such default within thirty (30) days after receipt of written notice thereof); (ii) it is adjudicated as bankrupt or makes any assignment for the benefit of creditors or (iii) if Licensee becomes insolvent.

(c) [Intentionally deleted.]

(d) In the event of a termination of this License by Licensor pursuant to Section 9(a), Licensee at its expense immediately shall remove the IBRD System and restore and return the Premises to Licensor in the same condition as they were prior to this License, normal wear and tear excepted.

(e) [Intentionally deleted.]

(f) In the event of an uncured default, if suit shall be brought by Licensor for recovery of possession of the Premises, removal of the IBRD System, or because of the breach of any other covenant, the Licensee shall pay to the Licensor all expenses incurred therefore, including reasonable attorney fees.

(g) In the event of any uncured default of this License by Licensee, the Licensor may (following the giving of notice as previously set forth in this Section 9 and the expiration of the cure period previously set forth in this Section 9), cure the default for the account of and at the expense of the Licensee. If Licensor is compelled to pay or elects to pay any sum of money or to do any act which will require the payment of any sum of money or is compelled to incur any expense, including reasonable attorney fees in instituting, prosecuting or defending any action to enforce the Licensor's rights under this License, the sums so paid by Licensor, with all interest, costs and damages shall be due from the Licensee to Licensor on the first day of the month

following the incurring of the respective expenses. Notwithstanding anything in this Section 9(g) to the contrary, Licensor is prohibited from exercising any self-help right that would involve the modification, maintenance or operation of the IBRD System by a person or entity other than Licensee.

10. Taxes.

Licensee shall pay any personal property tax, real property tax, franchise fee, franchise tax, business fee, business tax or any other tax or fee which is directly or indirectly attributable to the License, presence or installation of the IBRD System, or Licensee's presence or operations on the Property. If Licensor receives notice of any personal property or real property tax assessment against the Licensor, which may affect Licensee and is directly or indirectly attributable to Licensee's installation, Licensor shall provide timely notice of the assessment to Licensee sufficient to allow Licensee to consent to or challenge such assessment; such notice must comply with Section 12 below. Notwithstanding the foregoing, Licensee shall not have the obligation to pay any tax, assessment, or charge that Licensee is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed provided that no lien attaches to the Property. Licensee shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which Licensee is wholly or partly responsible for payment.

11. Insurance, Subrogation and Indemnification.

(a) Licensee shall provide commercial general liability insurance with a combined single limit in the amount of \$2,000,000 each occurrence and \$2,000,000 general aggregate; "All Risk" property insurance for its property replacements costs; and statutory Worker's Compensation Insurance as required by law and Employer's Liability in the amount of One Million and no/100 dollars (\$1,000,000) each accident/disease/policy limit; and Commercial Auto liability insurance covering all owned, hired, and non-owned vehicles in use by Licensee and its employees with a combined single limit of One Million Dollars (\$1,000,000) for each accident. Licensor and the Metropolitan Government of Nashville and Davidson County shall be included as an additional insured as their interest may appear under this agreement on the commercial general liability and automobile liability policies and shall be provided with a Certificate of Insurance upon the execution of this License and as further required herein.

(b) [Intentionally deleted.]

(c) Licensee shall require that each and every one of its contractors and their subcontractors who perform work on the Premises or Property to carry, in full force and effect, substantially the same insurance with substantially the same limits which Licensee is required to obtain under the terms of this License.

(d) The commercial general liability and automobile liability policies required under this agreement shall include Licensor, the Metropolitan Government of Nashville and Davidson

County, and any subsidiary entities of Licensor, and their respective officers, boards, commissions, trustees, employees, as additional insureds (herein referred to as the "Additional Insureds") as their interest may appear under this agreement excluding Worker's compensation and Employer's Liability.

(e) Certificates of insurance for each insurance policy required to be obtained by Licensee in compliance with this Section shall be filed and maintained with Licensor annually during the Term of the License.

(f) All insurance shall be effected under valid and enforceable policies, insured by insurers licensed and/or authorized or permitted to do business in the State of Tennessee. All insurance carriers and surplus line carriers shall be rated A- ("A-") VII or better by A.M. Best Company.

(h) Licensee agrees to indemnify and hold harmless Licensor from and against any and all claims, damages, cost and expenses, including reasonable attorney fees, to the extent caused by or arising out of (i) the negligent or grossly negligent acts or omissions by Licensee or the employees, agents, contractors, licensees, tenants and/or sublicensees of Licensee (except to the extent due to, or caused by, the negligent or grossly negligent acts or omissions of Licensor, or its employees, contractors or agents); (ii) a breach of any obligation of Licensee under this License; (iii) any and all liability, obligation, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and consultants), which may be imposed upon, incurred by or be asserted against Licensee by reason of any negligent act or omission of the Licensee, its personnel, employees, agents, trustees, contractors or subcontractors (except to the extent due to, or caused by, the negligent acts or omissions of Licensor, or its employees, contractors or agents) resulting in personal injury, bodily injury, sickness, disease or death to any person or damage to, loss of or destruction of tangible or intangible property, libel, slander, invasion of privacy and unauthorized use of any trademark, trade name, copyright, patent, service mark or any other right of any person, firm or corporation, which may arise out of or be in any way connected with the construction, installation, operation, maintenance, use or condition of the IBRD System or the Licensee's failure to comply with any applicable federal, state or local statute, ordinance or regulation. Licensor shall not at any time be liable for injury or damage occurring to any person or property from any cause whatsoever arising out of Licensee's construction, maintenance, repair, use, operation, condition or dismantling of the IBRD System or Premises, and Licensee hereby agrees to indemnify and hold harmless the Licensor against and from any claim asserted or liability imposed upon the Licensor for such injury or damage (except to the extent due to, or caused by, the acts or omissions of Licensor, or its employees, contractors or agents). Licensor will not indemnify, defend or hold harmless in any fashion Licensee from any claims arising from any failure, regardless of any language in any attachment or other document that Licensee may provide.

(i) Licensee undertakes and assumes for its officers, agents, affiliates, contractors and subcontractors and employees (collectively "Licensee" for the purpose of this subsection), all risk of dangerous conditions, if any, on or about the Property.

(j) Notwithstanding anything to the contrary in this License, the Parties hereby confirm that the provisions of this Section 11(h) through (k) shall survive the expiration or termination of this License.

(k) In the event any action or proceeding shall be brought against Licensor by reason of any matter for which Licensor is indemnified under Sections 11 or 14, Licensee shall, upon notice from Licensor, at the Licensee's sole cost and expense, resist and defend the same with legal counsel mutually selected by Licensee and Licensor; provided however, that Licensee shall not admit liability in any such matter on behalf of Licensor without the written consent of Licensor (including Council approval, if necessary) and provided further that Licensor shall not admit liability for, nor enter into any compromise or settlement of, any claim for which they are indemnified hereunder, without the prior written consent of the Licensee.

(l) The foregoing notwithstanding, whether the cause of any damage, loss or liability is insurable, insured or not insured, foreseen or unforeseen, in no event shall either Party be responsible or liable to the other Party for anticipatory profits or any indirect, special, incidental or consequential damages of any kind or nature arising directly or indirectly in connection with the construction, use or operation of the Premises or the exercise of any rights related thereto, whether based on an action or claim in contract or tort, including negligence, strict liability or otherwise. Notwithstanding anything in this Section 11(l) to the contrary, any provision or provisions of this Section 11(l) will not apply to the extent they are finally determined by a court of competent jurisdiction, including appellate review, if pursued, to violate the laws or Constitution of the state of Tennessee.

## 12 Notices.

(a) All notices, requests, demands and other communications shall be in writing and shall be sent by U.S. mail, certified and postage paid with return receipt requested, or by next-business-day delivery via a nationally recognized overnight courier to the addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing. Licensor or Licensee may from time to time designate any other address for this purpose by providing written notice to the other Party.

### If to Licensee, to:

Verizon Wireless Tennessee Partnership  
d/b/a Verizon Wireless  
Attn: Network Real Estate  
180 Washington Valley Road  
Bedminster, New Jersey 07921

### With a copy to:

N/A

If to Licensor, to:

Information Technology Services  
c/o Larry Law  
Metropolitan Government of Nashville and  
Davidson County  
PO Box 196300  
700 2<sup>nd</sup> Ave. S., Suite 301  
Nashville, TN 37219

With a copy to:

Jon Cooper, Director of Law  
Department of Law  
Metropolitan Government of  
Nashville and Davidson County  
PO Box 196300  
Historic Courthouse, Suite 108  
One Public Square  
Nashville, TN 37219

(b) Notice for all operational and emergency contacts shall initially be as follows. Licensor and Licensee shall each notify the other as the following change within 72 hours of said change:

If to Licensee, for general operational matters:    Licensee Emergency Services contact:

Verizon Wireless Tennessee Partnership  
d/b/a Verizon Wireless  
Attn: Network Real Estate  
180 Washington Valley Road  
Bedminster, New Jersey 07921

Network operations center –  
800-224-6620 / 800-621-2622

If to Licensor, for general operational matters:    Licensor Emergency Services contact:

Billy Quinn  
Metropolitan Information Technology  
Services Department  
PO Box 196300  
700 2nd Ave. S., Suite 301  
Nashville, TN 37219-6300  
Office: 615-880-3132  
Cell: 615-948-3514

Billy Quinn  
Metropolitan Information Technology  
Services Department  
PO Box 196300  
700 2nd Ave. S., Suite 301  
Nashville, TN 37219-6300  
Office: 615-880-3132  
Cell: 615-948-3514

13. Quiet Enjoyment; Representations and Warranties. Licensor covenants that at all times during the Term of this License, Licensee's quiet enjoyment of the Premises or any part thereof shall not be disturbed as long as Licensee is not in default beyond any applicable grace or cure period.

14. Environmental Laws. Licensee, its officers, agents, affiliates, contractors and subcontractors and employees, shall not introduce or use any Hazardous Substance on the Property in violation of any applicable law. "Hazardous substance" means any substance or

material defined or designated as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic or radioactive substance, or other similar term pursuant to any federal, state or local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time; and it shall be interpreted to include, but not be limited to, any substance which after release into the environment will or may reasonably be anticipated to cause sickness, death or disease. Licensee agrees to defend, indemnify and hold harmless Licensor from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liability including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and reasonable attorney fees that the Licensor may suffer or incur due to the existence or discovery of any Hazardous Substances on the Property or the migration of any Hazardous Substance to other properties or the release of any Hazardous Substance into the environment, that arise from Licensee's activities, or those of its officers, agents, affiliates, contractors and subcontractors and employees. The indemnification in this section specifically includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any governmental authority. Licensee shall not be responsible for any Hazardous Substances that existed or were released at the Property prior to the Effective Date of this License or that otherwise did not result from Licensee's activities. This Section 14 shall survive the termination or expiration of this License.

15. Assignment and Subleasing.

(a) Licensee shall have the right to assign or otherwise transfer this License to any person or business entity which (i) holds a currently valid FCC license to provide to the public from the Property what are commonly known as cellular telephone services and (ii) is a parent, subsidiary or affiliate of Licensee. Except as provided in the immediately preceding sentence, any other assignment or transfer of this License will required the prior written approval of Licensor, which shall not be unreasonably withheld. In determining whether to grant such approval, Licensor may reasonably consider the sufficiency of the level of network performance that the proposed assignee is capable of providing.

(b) Any person or entity to which this License is assigned pursuant to the provisions of the Bankruptcy Code, 11 USC Sections 101, et seq., shall be deemed without further act to have assumed all of the obligations of Licensee arising under this License both before and after the date of such assignment. Any such assignee shall upon demand execute and deliver to Licensor 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 Licensor, shall be the exclusive property of Licensor, and shall not constitute property of the Licensee or of the estate of Licensee within the meaning of the Bankruptcy Code. Any monies or other considerations constituting Licensor's property under the preceding sentence not paid or delivered to Licensor shall be held in trust for the benefit of Licensor and be promptly paid to Licensor.

(c) Licensor may assign or transfer this License, and, upon written notice to Licensee of such assignment, shall be relieved of all liabilities and obligations hereunder related to periods

from and after the effective date of such assignment provided that such assignee or transferee agrees in writing to fulfill the duties and obligations of the Licensor in said License Agreement, including the obligation to respect Licensee's rights to non-disturbance and quiet enjoyment of the Premises during the remainder of the Term hereof.

16. Successors and Assigns. This License shall be binding upon and inure to the benefit of the Parties, their respective successors, personal representatives and assigns.

17. Treatment in Bankruptcy. The Parties to this License hereby expressly agree and acknowledge that it is the intention of both Parties that in the event that during the Term of this License Licensee 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 License is and shall be treated as an "unexpired license of nonresidential real property" for purposes of Section 365 of the Code, 11 U.S.C. § 365, and, accordingly, shall be subject to the provisions of subsections (d)(3) and (d)(4) of said Section 365.

18. Force Majeure. If a Party is delayed or hindered in, or prevented from the performance required under this License (except for payment of monetary obligations) by reason of earthquakes, landslides, strikes, lockouts, labor troubles, failure of power, riots, insurrections, acts of terror, war, acts of God or other reasons of like nature, not the fault of the Party delayed in performing work or doing acts, and where reasonable measures by such Party could not have avoided or mitigated the effects of such acts, then such Party is excused from such performance for the period of delay. The period for the performance of any such act shall then be extended for the period of such delay.

19. Non-Waiver. Failure of Licensor to insist on strict performance of any of the conditions, covenants, terms or provisions of this License or to exercise any of its rights hereunder shall not waive such rights, but Licensor shall have the rights to enforce such rights at any time and take such action as might be lawful or authorized hereunder, either in law or equity. The receipt of any sum paid by Licensee to Licensor after a breach of this License shall not be deemed a waiver of such breach unless expressly set forth in writing.

20. Miscellaneous.

(a) The effective date of this License is the date of its filing by the Metropolitan Clerk following its approval by the Metropolitan Council by ordinance.

(b) Each Party agrees to furnish to the other, within thirty (30) days after request, such truthful estoppel information as the other may reasonably request.

(c) This License 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. Any amendments to this License must be in writing and executed by both Parties.

(d) Upon the request of either Party, each Party agrees to cooperate with the other in executing a Memorandum of License in a form mutually acceptable to the Parties. The Memorandum of License may be recorded in place of this License by either Party. In the event the Property is encumbered by a mortgage or deed of trust, Licensor agrees, upon request of Licensee, to use reasonable efforts to obtain and furnish to Licensee a non-disturbance and attornment agreement for each such mortgage or deed of trust, in a form reasonably acceptable to Licensee. Licensee may obtain title insurance on its interest in the Premises. Licensor agrees to execute such documents as the title company may reasonably require in connection therewith.

(e) This License shall be construed in accordance with the laws of the State of Tennessee.

(f) If any term of this License is found to be void or invalid, such finding shall not affect the remaining terms of this License, which shall continue in full force and effect, with the void or invalid provision considered to be deleted. Any questions of particular interpretation shall not be interpreted against the draftsman, but rather in accordance with the fair meaning thereof. No provision of this License will be deemed waived by either Party unless expressly waived in writing signed by the waiving Party. No waiver shall be implied by delay or any other act or omission of either Party. No waiver by either Party of any provision of this License shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision.

(g) The persons who have executed this License represent and warrant that they are duly authorized to execute this License in their individual or representative capacity as indicated.

(h) All Exhibits referred to herein or attached hereto are incorporated herein for all purposes.

(i) If Licensee is represented by any broker or any other leasing agent, Licensee is responsible for all commission fee or other payment to such agent, and agrees to indemnify and hold Licensor harmless from all claims by such broker or anyone claiming through such broker.

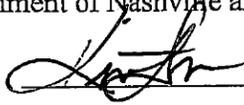
(j) Licensor hereby expressly disclaims all Warranties of Merchantability and Fitness for a Particular Purpose associated with the Premises. Licensee accepts the Premises "As Is".

[Balance of page intentionally blank]

IN WITNESS WHEREOF, the Parties have executed this License effective the day and year first above written.

**LICENSOR:**

Metropolitan Government of Nashville and Davidson County

By:   
Printed Name: KEITH DURBIN  
Its: CITIZEN INFORMATION OFFICER  
Date: 10/29/18

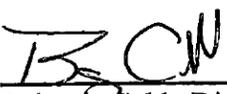
ATTEST:

Elizabeth Waites, Metropolitan Clerk

APPROVED AS TO FORM & LEGALITY:

  
Assistant Metropolitan Attorney

APPROVED AS TO RISK & INSURANCE:

  
Balogun Cobb, Director of Insurance

**LICENSEE:**

Verizon Wireless Tennessee Partnership d/b/a Verizon Wireless

By: Cellco Partnership, its general partner

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

Printed Name:

~~Niraj Patel~~

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

~~Director - Network Field Engineering~~

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

9-18-18

**Tasharruf Khan**  
**Director Network, Sys Performance**

**EXHIBIT A**

**Plans and Specifications**

[See 14 pages attached hereto]

{N0160730.1}  
Site Name: INB\_RICHARD\_FULTON\_METRO\_OFFICE  
Location Code: 425340

{N0160730.1}

{N0160730.1}

4824-1334-1792 v2  
3000001-140076

**PROJECT INFORMATION**

VZV SITE NAME: RICHARD\_FULTON\_METRO\_OFFICE  
 VZV PS CODE: 425340  
 SITE ADDRESS: 800 2ND AVENUE SOUTH  
 NASHVILLE, TN 37210  
 JURISDICTION: CITY OF NASHVILLE  
 COUNTY: DAVIDSON  
 LATITUDE: 36° 09' 11.76" N  
 LONGITUDE: 86° 40' 00.14" W  
 SITE TYPE: INDOOR DAS SYSTEM IN AN EXISTING OFFICE BUILDING

**PROJECT DIRECTORY**

APPLICANT: VERIZON WIRELESS  
 CONTACT: JOHN BURKHARDT  
 (615) 385-5068  
 JOHN.BURKHARDT@VERIZONWIRELESS.COM

PROPERTY OWNER: METRO GOVERNMENT & GENERAL SERVICES  
 CONTACT: BOB MOLE  
 (615) 253-1200  
 BOB.MOLE@METRO.GOV

CONTRACT: KELLY OURN  
 (615) 680-3132  
 KELLY.OURN@NASHVILLE.GOV

ENGINEER: VELOCITEL, LLC  
 CONTACT: DAN WILSON  
 6521 MERIDIEN DRIVE  
 RALEIGH, NC 27616  
 (704) 877-7781  
 DAN.WILSON@VELOCITEL.COM

SITE ACQUISITION: VELOCITEL, LLC  
 CONTACT: STEVEN WILSON  
 6521 MERIDIEN DRIVE  
 RALEIGH, NC 27616  
 (904) 818-8539  
 STEVEN.WILSON@VELOCITEL.COM

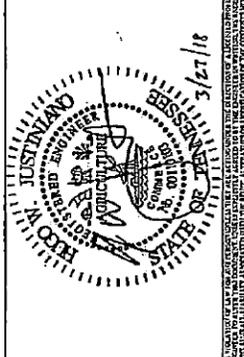
**RF SCOPE OF WORK**

RF DESIGN OBJECTIVE: THIS IRVING DESIGN IS FOR A SED (SINGLE ENDED DISTRIBUTION) SYSTEM FOR THE RICHARD FULTON METRO OFFICE IN NASHVILLE, TN. IT HAS BEEN DESIGNED TO PROVIDE COVERAGE ON THE FOLLOWING FREQUENCY BANDS: 700-800 MHz.

THE SYSTEM WILL INCLUDE 20 IRE OVER AIRS 2100 MHz. THIS FACILITY WILL BE DESIGNED TO COVER LTE AIRS 2100 MHz AND 700-800 MHz. THE COVERAGE AREA IS THE REQUIRED COVERAGE AREA.

THE COVERAGE OBJECTIVE IS FOR ALL THE AREAS INSIDE THE BUILDING.

THIS IS A PASSIVE SYSTEM DESIGNED USING ERICSSON REMOTE RADIO HEADS WITH (1) STATION.



# verizon

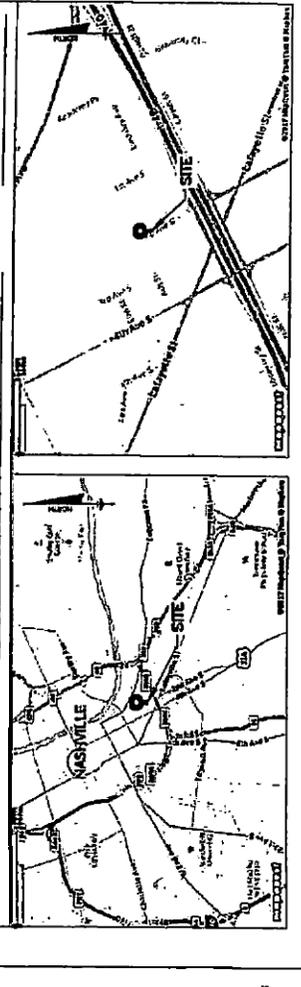
## Construction Drawings

### INDOOR DISTRIBUTED ANTENNA SYSTEM

#### RICHARD FULTON METRO OFFICE

#### 800 2ND AVENUE SOUTH

#### NASHVILLE, TN 37210



**OWNER'S SIGNATURE** \_\_\_\_\_ DATE \_\_\_\_\_

**LOCATION MAP**

**VICINITY MAP**

DIRECTIONS TO SITE: FROM NASHVILLE INTERNATIONAL AIRPORT, START OUT GOING SOUTH ON TERMINAL DR TOWARD AIRPORT SERVICE RD. TURN SLIGHT LEFT ONTO AIRPORT SERVICE RD. AT THE FORK TO CONTINUE ON AIRPORT SERVICE RD. KEEP LEFT AT THE FORK TO CONTINUE ON AIRPORT SERVICE RD. TAKE THE I-40 W RAMP TOWARD NASHVILLE. TAKE THE I-40 W RAMP TOWARD NASHVILLE. TAKE THE 2ND AVE EXIT, EXIT 2100, TOWARD US-31A S/US-11A S/4TH AVE. KEEP RIGHT TO TAKE THE 2ND AVE TOWARD CONVENTION CENTER. TURN SLIGHT RIGHT ONTO 2ND AVE S. SITE IS ON THE RIGHT.

DO NOT SCALE FOR DIMENSIONAL PURPOSES. ONLY WITH A CURSOR FOR THE OBJECT IF NEEDED.

PREPARED FOR

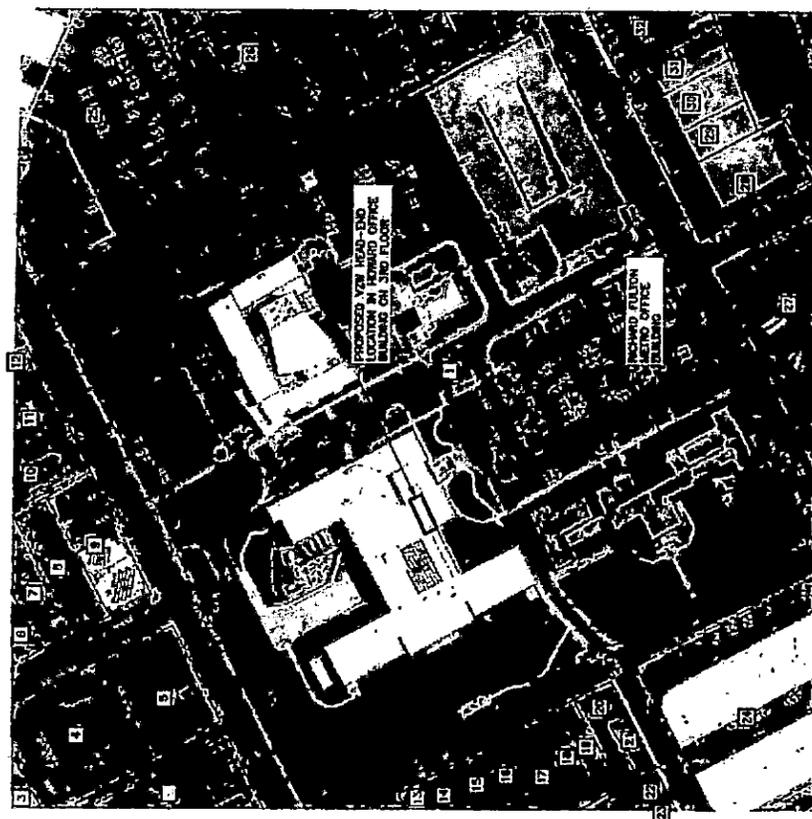
**Velocitel llc**  
 complete wireless solutions  
 6521 MERIDIEN DRIVE  
 RALEIGH, NC 27616  
 PHONE - (919) 755-1012

| DRG. # | TITLE                         | REV | DATE    |
|--------|-------------------------------|-----|---------|
| T1     | TITLE SHEET                   | 1   | 3/27/18 |
| C1     | GENERAL NOTES                 | 1   | 3/27/18 |
| C2     | OVERALL SITE PLAN             | 1   | 3/27/18 |
| C3     | ENLARGED HEAD END ROOM LAYOUT | 1   | 3/27/18 |
| C4     | ANTENNA & CABLE LAYOUT        | 1   | 3/27/18 |
| C5     | ANTENNA & CABLE LAYOUT        | 1   | 3/27/18 |
| C6     | ANTENNA & CABLE LAYOUT        | 1   | 3/27/18 |
| C7     | ANTENNA & CABLE LAYOUT        | 1   | 3/27/18 |
| C8     | OVERALL HEAD END ROOM LAYOUT  | 1   | 3/27/18 |
| C9     | IRVING SCHEMATICS             | 1   | 3/27/18 |
| C10    | IRVING SCHEMATICS             | 1   | 3/27/18 |
| E1     | ANTENNA DETAILS               | 1   | 3/27/18 |
| E2     | ELECTRICAL & GROUNDING NOTES  | 1   | 3/27/18 |
| E3     | ELECTRICAL & GROUNDING PLAN   | 1   | 3/27/18 |



- 1 PARCEL ID: 0931101690  
OWNER: GORTT, M. GENERAL SERVICES  
ACREAGE: 15.33  
LAND USE: OFFICE BUILDING
- 2 PARCEL ID: 0931102490  
OWNER: C. C. BOUTELLE HOUSE CONDO  
ACREAGE: 0.37  
LAND USE: RESIDENTIAL
- 3 PARCEL ID: 0931101690  
OWNER: CHARLES C. CARROLL REVOCABLE TRUST  
ACREAGE: 0.10  
LAND USE: DUPLEX
- 4 PARCEL ID: 0931101790  
OWNER: KUSK NASHVILLE, LLC  
ACREAGE: 0.59  
LAND USE: RESTAURANT
- 5 PARCEL ID: 0931101790  
OWNER: CENTRAL OFFICE HOLDINGS, LLC  
ACREAGE: 0.34  
LAND USE: OFFICE BUILDING
- 6 PARCEL ID: 0931101810  
OWNER: SCOTT, JAMES D. ET UX  
ACREAGE: 0.10  
LAND USE: WAREHOUSE
- 7 PARCEL ID: 0931101960  
OWNER: TENNESSEE COMMUNITY ORGANIZATIONS  
ACREAGE: 0.13  
LAND USE: OFFICE BUILDING
- 8 PARCEL ID: 0931101970  
OWNER: TENNESSEE ASSN. OF MENTAL  
ACREAGE: 0.23  
LAND USE: OFFICE BUILDING
- 9 PARCEL ID: 0931101990  
OWNER: KANE, DAVID W. & MARY JENKINS ET AL  
ACREAGE: 0.28  
LAND USE: OFFICE BUILDING
- 10 PARCEL ID: 0931101990  
OWNER: FIVE ZERO HOLDINGS, LLC  
ACREAGE: 0.17  
LAND USE: OFFICE BUILDING
- 11 PARCEL ID: 0931101940  
OWNER: RAINY DAY RESERVE, LLC  
ACREAGE: 0.36  
LAND USE: OFFICE BUILDING
- 12 PARCEL ID: 0931101930  
OWNER: DAVIS, CYNTHIA G. & VARTANIAN, LELA  
ACREAGE: 0.27  
LAND USE: RESIDENTIAL
- 13 PARCEL ID: 0931101700  
OWNER: MONTE MARIO, LLC  
ACREAGE: 0.14  
LAND USE: OFFICE BUILDING
- 14 PARCEL ID: 0931102490  
OWNER: MONTE MARIO, LLC  
ACREAGE: 0.09  
LAND USE: OFFICE BUILDING
- 15 PARCEL ID: 09311015400  
OWNER: PLAIN HOLDINGS, LLC  
ACREAGE: 0.18  
LAND USE: WAREHOUSE
- 16 PARCEL ID: 09311015300  
OWNER: PLAIN HOLDINGS, LLC  
ACREAGE: 0.08  
LAND USE: COMMERCIAL
- 17 PARCEL ID: 09311015200  
OWNER: LC SOBRO, LLC  
ACREAGE: 0.19  
LAND USE: COMMERCIAL
- 18 PARCEL ID: 09311015100  
OWNER: LC SOBRO, LLC  
ACREAGE: 0.00  
LAND USE: COMMERCIAL
- 19 PARCEL ID: 09311015000  
OWNER: LC SOBRO, LLC  
ACREAGE: 0.13  
LAND USE: COMMERCIAL
- 20 PARCEL ID: 09311005600  
OWNER: LC SOBRO, LLC  
ACREAGE: 0.13  
LAND USE: COMMERCIAL
- 21 PARCEL ID: 09311005700  
OWNER: LC SOBRO, LLC  
ACREAGE: 0.03  
LAND USE: COMMERCIAL
- 22 PARCEL ID: 09311005300  
OWNER: LC SOBRO, LLC  
ACREAGE: 0.02  
LAND USE: COMMERCIAL
- 23 PARCEL ID: 09311005600  
OWNER: LC SOBRO, LLC  
ACREAGE: 0.14  
LAND USE: PARKING LOT
- 24 PARCEL ID: 09311006000  
OWNER: GREENSBORO 1  
ACREAGE: 2.00  
LAND USE: BUSINESS CENTER

- 25 PARCEL ID: 09311020700  
OWNER: METRO GOVT P SOUTH  
ACREAGE: 2.19  
LAND USE: OFFICE BUILDING
- 26 PARCEL ID: 093110490000  
OWNER: ACADEMY SQUARE, INC.  
ACREAGE: 4.83  
LAND USE: RESIDENTIAL
- 27 PARCEL ID: 09311007500  
OWNER: LINDSEY AVENUE CHURCH OF CHRIST ET AL  
ACREAGE: 0.32  
LAND USE: CHURCH
- 28 PARCEL ID: 09311008000  
OWNER: NOVAJO, L.P.  
ACREAGE: 0.15  
LAND USE: COMMERCIAL
- 29 PARCEL ID: 09311008100  
OWNER: NOVAJO, L.P.  
ACREAGE: 0.15  
LAND USE: COMMERCIAL
- 30 PARCEL ID: 09311008200  
OWNER: NOVAJO, L.P.  
ACREAGE: 0.20  
LAND USE: COMMERCIAL
- 31 PARCEL ID: 09311008300  
OWNER: NOVAJO, L.P.  
ACREAGE: 0.18  
LAND USE: COMMERCIAL
- 32 PARCEL ID: 09311008400  
OWNER: OGDEN LAND COMPANY, LLC  
ACREAGE: 0.51  
LAND USE: OFFICE BUILDING



1"=200'  
SCALE 1"=200'

OVERALL SITE PLAN 1

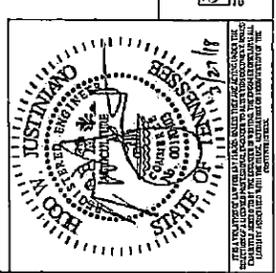
**Richard Fulton Metro Office**  
PS CODE: 425340  
800 2ND AVENUE SOUTH  
NASHVILLE, TN 37210

**Verizon**  
6521 HERODEN DRIVE  
CHARLOTTE, NC 28262  
(919) 755-1012 (MAIN)

| NO. | DATE     | REVISIONS               | BY | CHKD | APP'D | DATE |
|-----|----------|-------------------------|----|------|-------|------|
| 1   | 11/27/16 | ISSUED FOR CONSTRUCTION |    |      |       |      |
| 2   | 12/27/16 | ISSUED FOR CONSTRUCTION |    |      |       |      |
| 3   | 1/10/17  | ISSUED FOR CONSTRUCTION |    |      |       |      |
| 4   | 2/16/17  | ISSUED FOR REVIEW       |    |      |       |      |

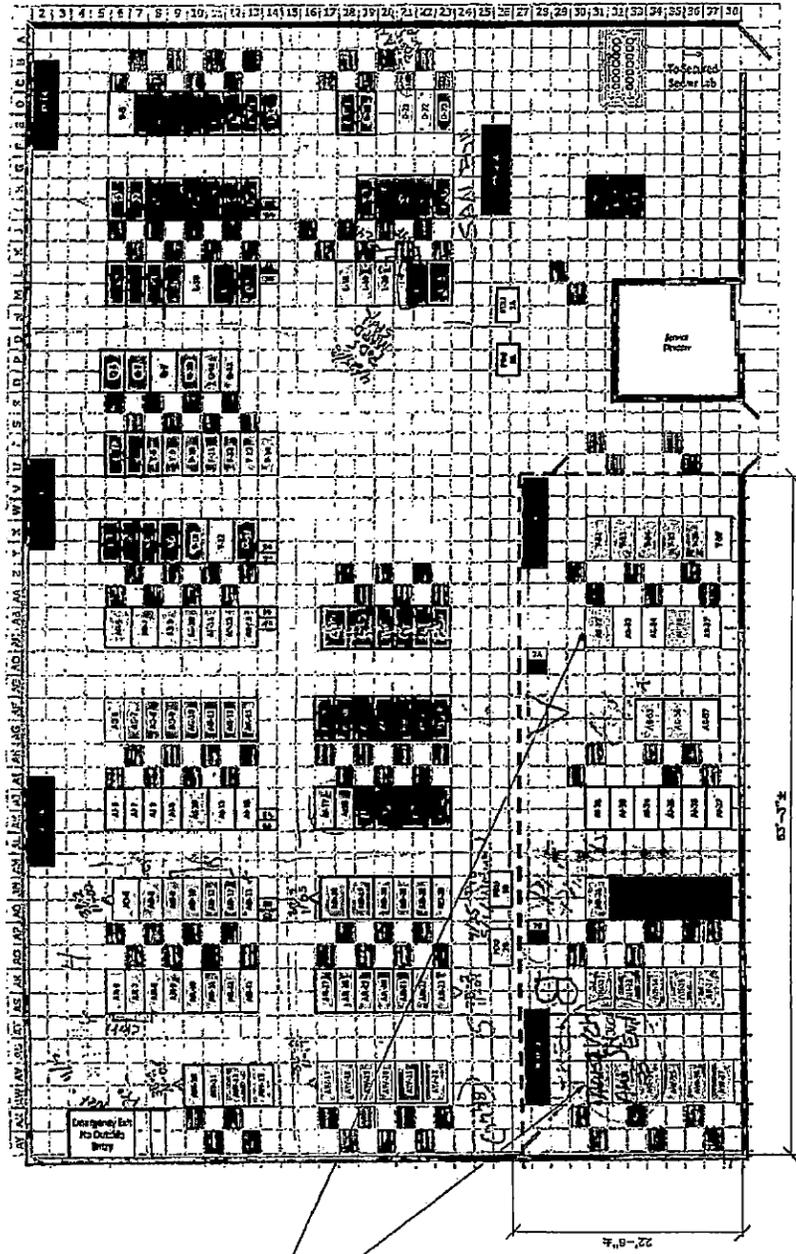
**OVERALL SITE PLAN**

|              |            |
|--------------|------------|
| DESIGNED BY  | 2016/08/25 |
| CHECKED BY   |            |
| DATE         |            |
| SCALE        |            |
| PROJECT NO.  | CZ         |
| BOARD NUMBER |            |
| REV          | 1          |



THIS SEAL IS THE PROPERTY OF THE REGISTERED PROFESSIONAL ENGINEER AND SHALL BE KEPT IN HIS OR HER POSSESSION AT ALL TIMES. IT IS TO BE USED ONLY FOR THE PROJECT AND FOR THE PERIOD OF TIME SPECIFIED IN THE LICENSE. IT IS TO BE RETURNED TO THE REGISTERED PROFESSIONAL ENGINEER UPON COMPLETION OF THE PROJECT.

**NOTE:**  
CONTRACTOR TO COORDINATE EXACT CABLE AND EQUIPMENT PLACEMENT WITH SITE CH AND ILL PRIOR TO CONSTRUCTION.



PROPOSED EQUIPMENT RACK TO BE LOCATED IN ROOM 303. LOCATION TO BE VERIFIED AT TIME OF INSTALLATION.

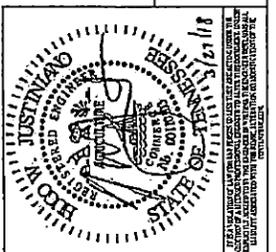
EXISTING EQUIPMENT RACKS (TYP)

- NOTES:**
- EXISTING PENETRATION FOR THE GPS WITH A CONDUIT TO THE ROOF ALREADY IN PLACE. EXISTING UNINSTALLED CONDUIT ON THE ROOF FOR GPS FOR ENVIRONMENTAL PURPOSES. IF THE UNINSTALLED CONDUIT IS INEFFECTIVE A CLAMP OR SLED MOUNT CAN BE USED.
  - THERE ARE CONDUITS IN BETWEEN THE 700 AND THE 800 BUILDING, TWO OF THEM ARE EMPTY.
  - THE HOWARD OFFICE BUILDING 700 AND 800 BUILDING ARE THE RICHARD FULTON BUILDING 800 2ND AVENUE SOUTH.
  - THERE ARE EXISTING EXTRA SINGLE MODE FIBERS RUNNING BETWEEN THESE BUILDINGS.
  - THERE ARE TWO ROWS OF EMPTY RACKS. THE LOCATION FOR Y2M WILL BE CONFIRMED AT THE TIME OF INSTALLATION.

**ENLARGED HEAD END ROOM LAYOUT  
(HOWARD OFFICE BUILDING 3RD FLOOR)**

SCALE: 1/4" = 1'-0"

|   |  |  |
|---|--|--|
| <p><b>ENLARGED HEAD END ROOM LAYOUT</b></p> <p>ROOM LAYOUT</p> <p>DATE: 11/27/18<br/>BY: CHS/JPH<br/>CHECKED: DJH<br/>DATE: 11/27/18<br/>BY: CHS/JPH<br/>CHECKED: DJH</p> |  | <p>2018-09-03</p> <p>REV. 1</p>                                      |
| <p>RICHARD FULTON METRO OFFICE</p> <p>PS CODE: 425340</p> <p>800 2ND AVENUE SOUTH NASHVILLE, TN 37210</p>   |  | <p>8521 RESEARCH DRIVE CHARLOTTE, NC 28262</p>                       |
| <p><b>verizon</b></p>   |  | <p>8521 MORNINGSIDE DRIVE RALEIGH, NC 27616 (919) 755-1012 (NAN)</p> |
| <p><b>vericrete llc</b></p> <p>complete wireless solutions</p>  |  | <p>3/21/18</p>   |

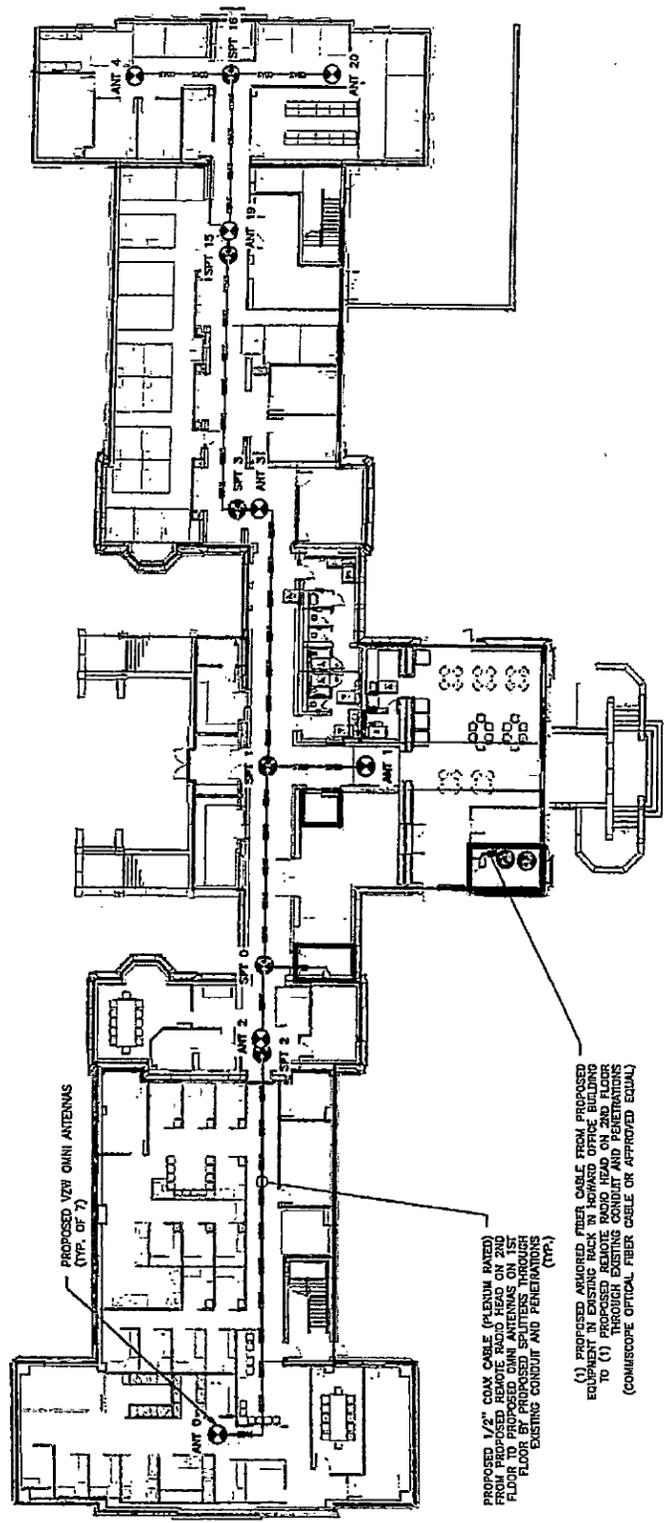


**Revised Legend:**

|   |                                 |
|---|---------------------------------|
| ⊙ | PROPOSED OMNI ANTENNA           |
| ⊙ | FIBER BIDA HUB                  |
| ⊙ | SPLITTER                        |
| ⊙ | BTS                             |
| ⊙ | COAX CABLE (1/2" UNLESS STATED) |
| ⊙ | FIBER CABLE                     |
| ⊙ | VA                              |

**NOTES:**

1. REFINISH DESIGN PREPARED BY OTHERS AND ASSURE THAT ALL WORK IS IN ACCORDANCE WITH ALL APPLICABLE CODES AND REGULATIONS. ALL WORK SHALL BE IN ACCORDANCE WITH THE DESIGN AND SPECIFICATIONS OF FLOOR PLANS, RF DESIGN OR CABLE ROUTING.
2. CONTRACTOR TO OBTAIN FINAL FINISH DESIGN FROM TO CONSTRUCTION AND NOTIFY PROJECT MANAGER OF ANY DISCREPANCIES.
3. ALL CABLES TO BE PENNED PAPER. REPLACE ALL DAMAGED FIRE STOP SPRAY FOAM.
4. CONTRACTOR TO X-RAY PRIOR TO DRILLING OR CORING TO EXISTING FLOOR AND WALL.
5. SPACE BETWEEN THE PENNED PAPER AND THE EXISTING FLOOR AND WALL MUST BE PROTECTED BY AN APPROVED FIRE-STOP MATERIAL OR SYSTEM AGAINST THE PASSAGE OF FLAME AND HOT GASES.

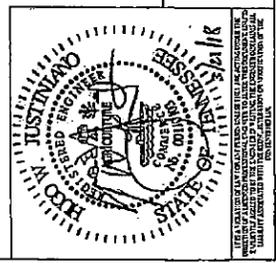


PROPOSED 1/2" COAX CABLE (PENNED PAPER) FROM PROPOSED REMOTE RADIO HEAD ON 2ND FLOOR TO PROPOSED OMNI ANTENNAS THROUGH FLOOR BY PROPOSED SPLITTERS THROUGH EXISTING CONDUIT AND PENNED PAPER (TYP.)

(1) PROPOSED ARMORED FIBER CABLE FROM PROPOSED EQUIPMENT IN EXISTING BACK IN HOWARD OFFICE BUILDING TO (1) PROPOSED REMOTE RADIO HEAD ON 2ND FLOOR THROUGH EXISTING CONDUIT AND PENNED PAPER (CONDUIT OPTICAL FIBER CABLE OR APPROVED EQUAL)

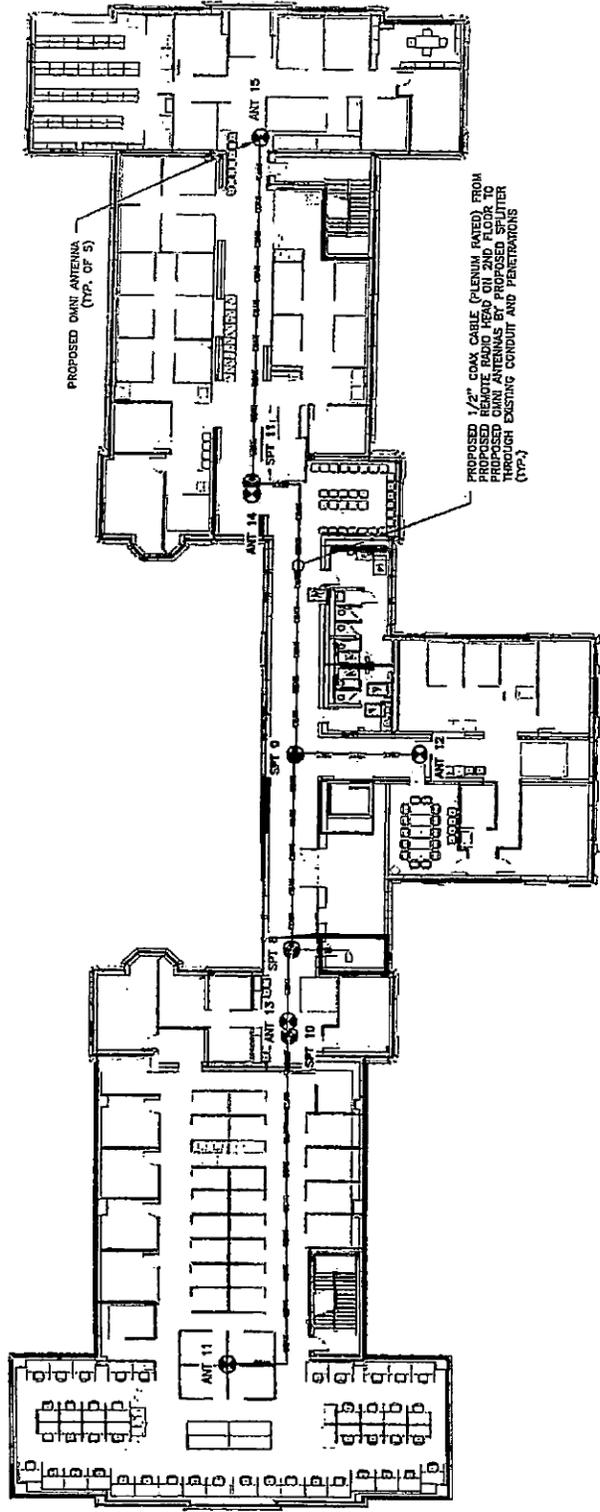
**1ST FLOOR ANTENNA & CABLE LAYOUT**  
NOT TO SCALE

|  |                |  |                |   |                |
|--|----------------|--|----------------|---|----------------|
| <b>velocity llc</b><br>Complete Wireless Solutions<br>6521 MERIDIAN DRIVE<br>RALEIGH, NC 27616<br>(919) 755-1012 (MOB) |                | <b>verizon</b><br>6921 RESEARCH DRIVE<br>CHARLOTTE, NC 28282<br>RICHARD FULTON<br>METRO OFFICE<br>PS CODE: 425340<br>800 2ND AVENUE SOUTH<br>NASHVILLE, TN 37210 |                | <b>ANTENNA &amp; CABLE LAYOUT</b><br>DATE PROJECT: 04/14/2014<br>DRAWING NUMBER: 04 |                |
| NO. DATE   | ISSUED FOR     | ISSUED FOR   | ISSUED FOR     | ISSUED FOR  | ISSUED FOR     |
| A 2/7/07   | ISSUED FOR RFP | B 1/16/08  | ISSUED FOR RFP | C 1/23/08   | ISSUED FOR RFP |
| D 3/18/07  | ISSUED FOR RFP | E 3/18/07  | ISSUED FOR RFP | F 3/18/07   | ISSUED FOR RFP |
| G 3/18/07  | ISSUED FOR RFP | H 3/18/07  | ISSUED FOR RFP | I 3/18/07   | ISSUED FOR RFP |
| J 3/22/08  | ISSUED FOR RFP | K 3/22/08  | ISSUED FOR RFP | L 3/22/08   | ISSUED FOR RFP |



THIS SEAL IS VALID ONLY WHEN USED IN CONNECTION WITH THE PROFESSIONAL ENGINEERING ACTS OF THE REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TENNESSEE. IT IS THE RESPONSIBILITY OF THE ENGINEER TO MAINTAIN THE SEAL IN ACCORDANCE WITH THE REQUIREMENTS OF THE TENNESSEE ENGINEERING BOARD.





**REVISION LEGEND:**

|       |                                |
|-------|--------------------------------|
| ⊗     | PROPOSED OMNI ANTENNA          |
| ⊕     | REMOTE RADIO HEAD              |
| ⊙     | SPLITTER                       |
| —     | COAX CABLE (1/2" UNLESS NOTED) |
| - - - | FIBER CABLE                    |
| ▽     | VA                             |

- NOTES:**
1. RE/FINISH DESIGN PREPARED BY OTHERS AND, THEREFORE, THE CONTRACTOR SHALL OBTAIN A WRITTEN WARRANTY TO ACCURACY OF FLOOR PLANS, RF DESIGN OR CABLE ROUTING.
  2. CONTRACTOR TO OBTAIN FINAL FINISH DESIGN COORDS TO CONSTRUCTION AND NOTIFY PROJECT MANAGER OF ANY DISCREPANCIES.
  3. ALL CABLES TO BE PLENUM RATED. REPLACE ALL DAMAGED FIRE STOP SPUR PANELS.
  4. CONTRACTOR TO X-RAY PRIOR TO DRILLING OR CORING TO EXISTING FLOOR AND WALL.
  5. SPACE BETWEEN THE PENETRATING ITEM AND BETWEEN THE SLEEVE AND ASSEMBLY PENETRATED PRE-STOP MATERIAL OR SYSTEM AGAINST THE PASSAGE OF FLAME AND HOT GASES.

**3RD FLOOR ANTENNA & CABLE LAYOUT**  
NOT TO SCALE

|         |    |  |           |  |            |   |     |
|---------|----|--|-----------|--|------------|---|-----|
|         |    | 8921 RESEARCH DRIVE<br>CHARLOTTE, NC 28282                       |           | RICHARD FULTON<br>METRO OFFICE<br>PS CODE: 425340<br>800 2ND AVENUE SOUTH<br>NASHVILLE, TN 37210 |            | <b>ANTENNA &amp; CABLE LAYOUT</b><br>DAVID KOURER |     |
|         |    | 6524 HERBIECH DRIVE<br>RALEIGH, NC 27616<br>(919) 755-1012 (MOB) |           | 301149993  |            | REV 1   |     |
| DATE    | BY | ISSUED FOR   | REVISIONS | DESIGNED BY  | CHECKED BY | DATE  | REV |
| 1/27/15 | RF | ISSUED FOR CONSTRUCTION  |           | DAVID KOURER   |            |   |     |
| 1/27/15 | RF | ISSUED FOR REVIEW  |           |  |            |   |     |
| 1/27/15 | RF | ISSUED FOR CONSTRUCTION  |           |  |            |   |     |
| 1/27/15 | RF | ISSUED FOR REVIEW  |           |  |            |   |     |



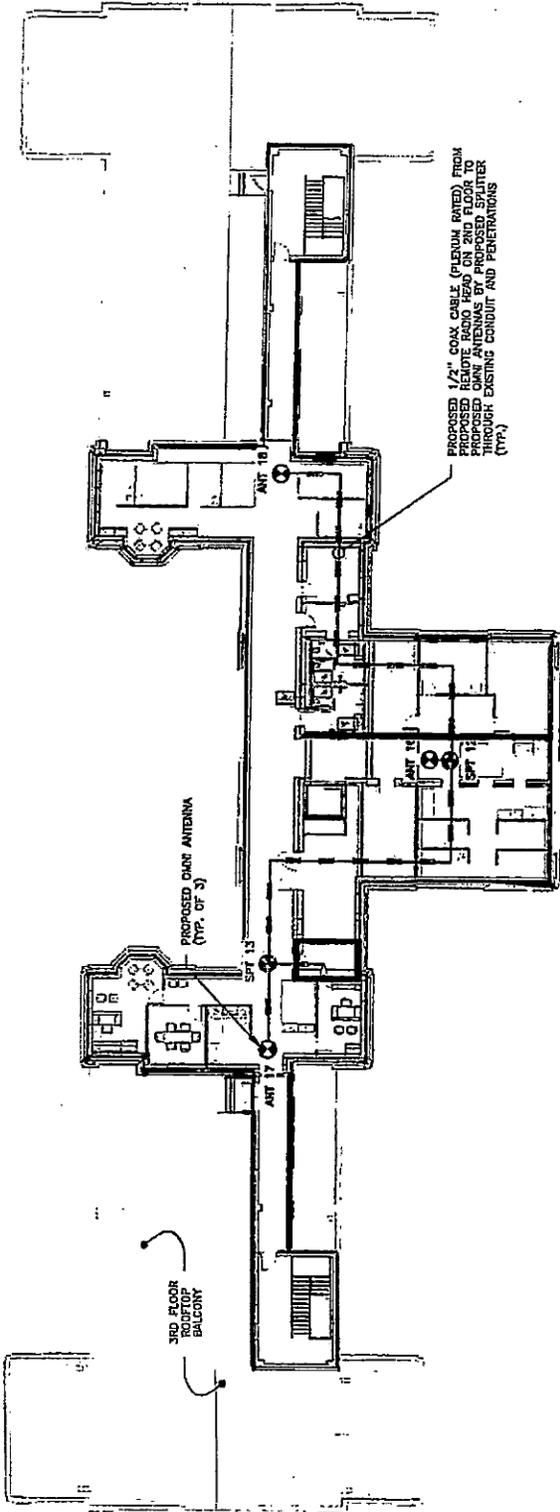
THIS SEAL IS VALID FOR THE STATE OF TENNESSEE ONLY. IT IS NOT VALID FOR ANY OTHER STATE. THE SEAL IS THE PROPERTY OF THE BOARD OF REGISTRATION AND shall remain in the possession of the licensee. IT IS TO BE USED ONLY FOR THE PROJECT AND DATE SPECIFIED THEREON.

**Legend:**

|  |                                    |
|--|------------------------------------|
|  | PROPOSED OMNI ANTENNA              |
|  | REMOTE RADIO HEAD                  |
|  | SPLITTER                           |
|  | COAX CABLE<br>(1/2" UNLESS STATED) |
|  | FIBER CABLE                        |
|  | VA                                 |

**NOTES:**

1. IF/WHEN DESIGN PREPARED BY OTHERS AND SHOWN IN THESE PLANS FOR REFERENCE ONLY, SAME FIRM MAKES NO WARRANTY TO ACCURACY OF FLOOR PLANS, RF DESIGN OR CABLE ROUTING.
2. CONTRACTOR TO OBTAIN FINAL IF/WHEN DESIGN PRIOR TO CONSTRUCTION AND NOTIFY PROJECT MANAGER OF ANY DISCREPANCIES.
3. ALL CABLES TO BE PLENUM RATED. REPLACE ALL DAMAGED FIRE STOP SPRAY FOAM.
4. CONTRACTOR TO X-RAY PRIOR TO DRILLING OR CORING TO EXISTING FLOOR AND WALL.
5. SPACE BETWEEN THE PENETRATING ITEM AND BETWEEN THE SLEEVE AND ASSEMBLY PENETRATED MUST BE PROTECTED BY AN APPROVED FIRE-STOP MATERIAL OR SYSTEM AGAINST THE PASSAGE OF FLAME AND HOT GASES.



**4TH FLOOR ANTENNA & CABLE LAYOUT**  
NOT TO SCALE

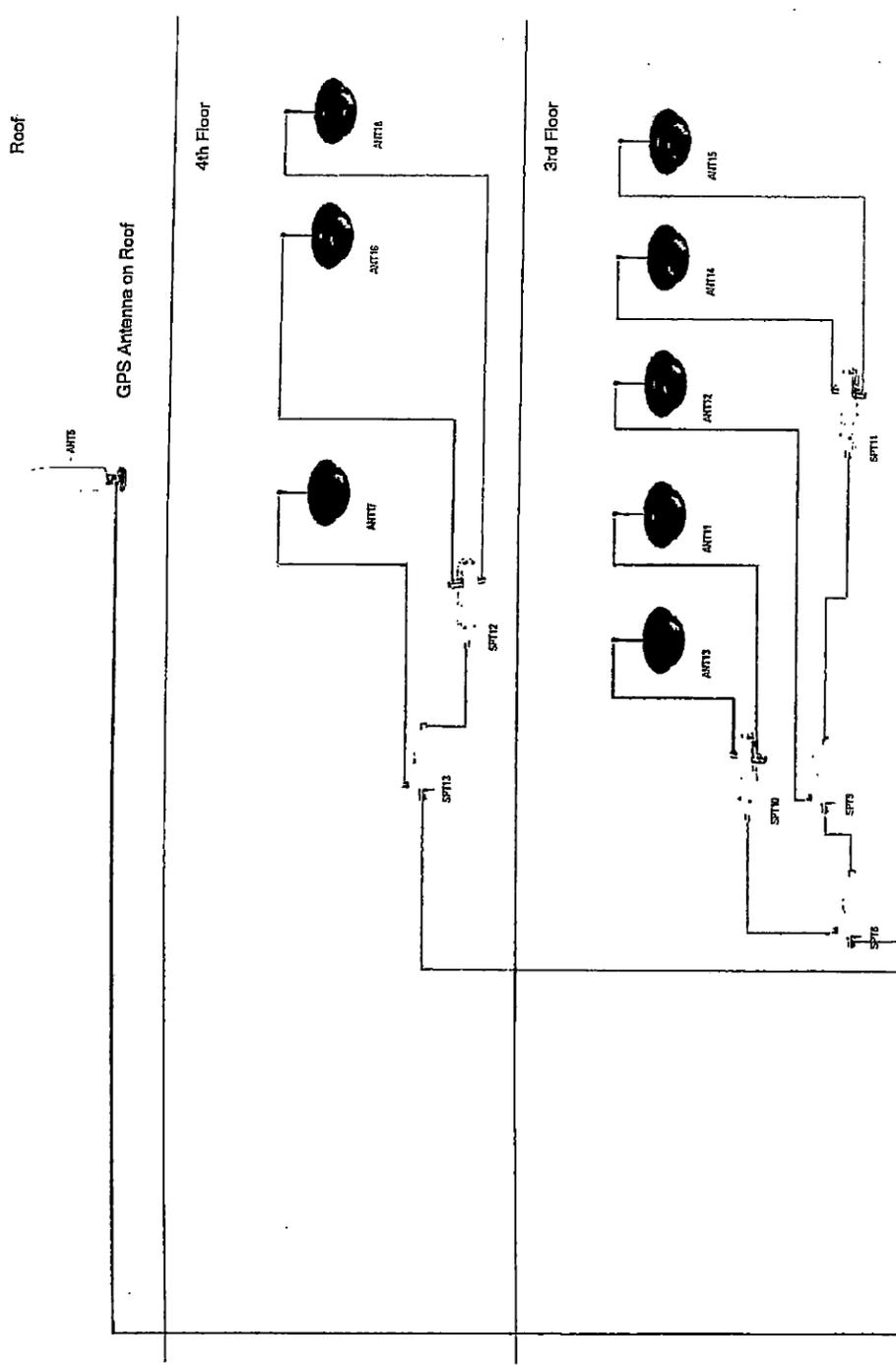
|  |  |  |  |
|--|--|--|--|
|  |  | <b>ANTENNA &amp; CABLE LAYOUT</b>  |  |
| 6521 MERIDEN DRIVE<br>RALEIGH, NC 27618<br>(919) 755-1012 (MAIN) |  | RICHARD FULTON<br>METRO OFFICE<br>PS CODE: 425340<br>800 2ND AVENUE SOUTH<br>NASHVILLE, TN 37210                                 |  |
|  |  | COMPLETE WIRELESS SOLUTIONS  |  |
|  |  | ISSUED FOR CONSTRUCTION<br>ISSUED FOR CONDUITS<br>ISSUED FOR RISES<br>ISSUED FOR CONDUIT<br>ISSUED FOR TRUNK<br>ISSUED FOR RISES |  |
| DATE: 08/20/14   |  | CHECKED: DJF   |  |
| PROJECT: 14-00000000   |  | DRAWING NUMBER: 07   |  |
| REV: 1   |  | REV:   |  |





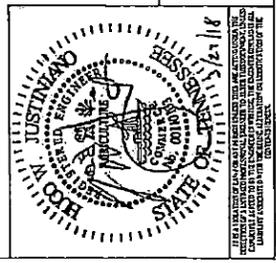
**NOTES**

1. RF/IBWAVE DESIGN PREPARED BY OTHERS AND SHOWN IN THESE PLANS FOR REFERENCE ONLY. ALL CHANGES TO DESIGN OR CABLE ROUTING OF FLOOR PLANS, RE DESIGN OR CABLE ROUTING.
2. CONTRACTOR TO OBTAIN FINAL IBWAVE DESIGN PRIOR TO CONSTRUCTION AND NOTIFY PROJECT MANAGER OF ANY DISCREPANCIES.
3. ALL CABLES TO BE FLENUM RATED, REPLAGE ALL DAMAGED FIRE STOP SPRAY FOAM.



**IBWAVE SCHEMATICS (3RD & 4TH FLOOR)**  
NOT TO SCALE

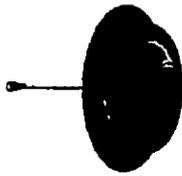
|  |   |   |   |   |   |
|--|---|---|---|---|---|
| <b>verizon</b><br>6021 RESEARCH DRIVE<br>CHARLOTTE, NC 28262                                     |   | <b>velocitel, llc</b><br>COMPLETE WIRELESS SOLUTIONS<br>6531 METROEN DRIVE<br>RALEIGH, NC 27616<br>(919) 755-1012 (MAM) |   | <b>IBWAVE SCHEMATICS</b><br>2018-145093                       |   |
| RICHARD FULTON<br>METRO OFFICE<br>PS CODE: 425340<br>800 2ND AVENUE SOUTH<br>NASHVILLE, TN 37210 |   | DESIGNED BY<br>CHECKED BY<br>DATE   |   | DRAWING NUMBER<br>C/D<br>REV.                                 |   |
| 11/3/2018<br>11/3/2018<br>11/3/2018<br>11/3/2018<br>11/3/2018                                    | 11/3/2018<br>11/3/2018<br>11/3/2018<br>11/3/2018<br>11/3/2018 | 11/3/2018<br>11/3/2018<br>11/3/2018<br>11/3/2018<br>11/3/2018   | 11/3/2018<br>11/3/2018<br>11/3/2018<br>11/3/2018<br>11/3/2018 | 11/3/2018<br>11/3/2018<br>11/3/2018<br>11/3/2018<br>11/3/2018 | 11/3/2018<br>11/3/2018<br>11/3/2018<br>11/3/2018<br>11/3/2018 |



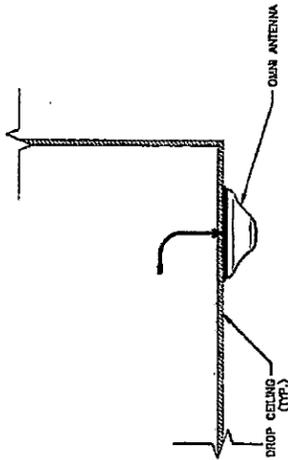


**TRU-Omni R727**  
V-Pol Omni Antenna, 698-2700MHz, Recess Mount

- True Omni Patterns
- Highest Gain for Ceiling Mounted Antennas
- PIM Certified
- Recess Mount Greatly Reduces Exposed Radome
- Includes Premium Pig Tail Jumper
- Suitable for LTE/CDMA/WCS/GSM/WLAN/WiMax



Optional Above Ceiling Mount Brackets  
9X1006  
Completely Conceals the Antenna



**BELOW CEILING OMNI ANTENNA MOUNT**

NOT TO SCALE

**Electrical Specifications**

|  |          |          |           |            |
|--|----------|----------|-----------|------------|
| Frequency Band, MHz                        | 698-980  | 740-984  | 3730-4380 | 25100-2760 |
| Horizontal Beamwidth, 3dB points           | 300      | 360      | 360       | 360        |
| Gain, dBi                                  | 2.9      | 2.9      | 6.4       | 7.3        |
| VSWR Maximum Return Loss, dB               | 1.7/11.7 | 1.7/25.6 | 3.0/15.3  | 1.5/74.0   |
| Polarization                               | Vertical | Vertical | Vertical  | Vertical   |
| Intermodulation (2-tone), IM1, dBc Maximum | -25      | -25      | -25       | -25        |
| Impedance, ohms                            | 50       | 50       | 50        | 50         |
| Maximum Power Per Element, CW              | 40       | 40       | 40        | 40         |

**Mechanical Specifications**

Dimensions, Width/Depth 8.27x2.0 in (214/52 mm) BELOW CEILING  
 Connector (Quantity) Type (3) M-Female on 12" Pigtail  
 Connector (Quantity) Type (M-Option) (3) Mini-Din Female (6.1/9.5) on 12" Pigtail  
 Connector (Mount) (M-Option) Mini-DIN 88.5 In-Hg (140 Nm)  
 Connector Location Top  
 Antenna Weigh 1.2 lb (0.54 kg)  
 Radome Material Polypropylene  
 Mounting Recess Mount in non-Metallic Ceiling Tile  
 Application Indoor  
 Operating Temperature -40°F to +160°F (-40°C to +60°C)  
 Plenum Rated  
 See Note 1

**ANTENNA MOUNTING NOTES:**

1. ANTENNAS TO BE MOUNTED IN BUILDING INTERIOR IN EXACT LOCATIONS INDICATED ON FLOOR PLANS UNLESS SPECIFICALLY APPROVED OTHERWISE BY VZW PROJECT MANAGER.
2. ANTENNAS MUST NOT BE MOUNTED BEHIND OR WITHIN 6 INCHES OF METALLIC OBJECTS, OR NEAR LARGE OR DENSE ARCHITECTURAL FEATURES SUCH AS COLUMNS, OVERHANGS, ETC WHICH MAY DESTRUCT THEIR SIGNAL.
3. ALL ANTENNAS TO BE RIGIDLY MOUNTED TO AN IMMOVABLE OBJECT SO THAT THEIR LOCATION AND ORIENTATION CAN'T BE CHANGED WITHOUT DISASSEMBLY OF THE MOUNTING BRACKET.

**ANTENNA DETAILS**

|      |         |                         |           |     |
|------|---------|-------------------------|-----------|-----|
| DATE | 1/27/18 | ISSUED FOR CONSTRUCTION | ISSUE NO. | 1   |
| DATE | 1/27/18 | REVISED FOR COMMENTS    | ISSUE NO. | 2   |
| DATE | 1/27/18 | ISSUED FOR REVIEW       | ISSUE NO. | 3   |
| DATE | 1/27/17 | ISSUED FOR CONSTRUCTION | ISSUE NO. | 4   |
| DATE | 1/27/17 | ISSUED FOR REVIEW       | ISSUE NO. | 5   |
| DATE | 1/27/17 | ISSUED FOR REVIEW       | ISSUE NO. | 6   |
| DATE | 1/27/17 | ISSUED FOR REVIEW       | ISSUE NO. | 7   |
| DATE | 1/27/17 | ISSUED FOR REVIEW       | ISSUE NO. | 8   |
| DATE | 1/27/17 | ISSUED FOR REVIEW       | ISSUE NO. | 9   |
| DATE | 1/27/17 | ISSUED FOR REVIEW       | ISSUE NO. | 10  |
| DATE | 1/27/17 | ISSUED FOR REVIEW       | ISSUE NO. | 11  |
| DATE | 1/27/17 | ISSUED FOR REVIEW       | ISSUE NO. | 12  |
| DATE | 1/27/17 | ISSUED FOR REVIEW       | ISSUE NO. | 13  |
| DATE | 1/27/17 | ISSUED FOR REVIEW       | ISSUE NO. | 14  |
| DATE | 1/27/17 | ISSUED FOR REVIEW       | ISSUE NO. | 15  |
| DATE | 1/27/17 | ISSUED FOR REVIEW       | ISSUE NO. | 16  |
| DATE | 1/27/17 | ISSUED FOR REVIEW       | ISSUE NO. | 17  |
| DATE | 1/27/17 | ISSUED FOR REVIEW       | ISSUE NO. | 18  |
| DATE | 1/27/17 | ISSUED FOR REVIEW       | ISSUE NO. | 19  |
| DATE | 1/27/17 | ISSUED FOR REVIEW       | ISSUE NO. | 20  |
| DATE | 1/27/17 | ISSUED FOR REVIEW       | ISSUE NO. | 21  |
| DATE | 1/27/17 | ISSUED FOR REVIEW       | ISSUE NO. | 22  |
| DATE | 1/27/17 | ISSUED FOR REVIEW       | ISSUE NO. | 23  |
| DATE | 1/27/17 | ISSUED FOR REVIEW       | ISSUE NO. | 24  |
| DATE | 1/27/17 | ISSUED FOR REVIEW       | ISSUE NO. | 25  |
| DATE | 1/27/17 | ISSUED FOR REVIEW       | ISSUE NO. | 26  |
| DATE | 1/27/17 | ISSUED FOR REVIEW       | ISSUE NO. | 27  |
| DATE | 1/27/17 | ISSUED FOR REVIEW       | ISSUE NO. | 28  |
| DATE | 1/27/17 | ISSUED FOR REVIEW       | ISSUE NO. | 29  |
| DATE | 1/27/17 | ISSUED FOR REVIEW       | ISSUE NO. | 30  |
| DATE | 1/27/17 | ISSUED FOR REVIEW       | ISSUE NO. | 31  |
| DATE | 1/27/17 | ISSUED FOR REVIEW       | ISSUE NO. | 32  |
| DATE | 1/27/17 | ISSUED FOR REVIEW       | ISSUE NO. | 33  |
| DATE | 1/27/17 | ISSUED FOR REVIEW       | ISSUE NO. | 34  |
| DATE | 1/27/17 | ISSUED FOR REVIEW       | ISSUE NO. | 35  |
| DATE | 1/27/17 | ISSUED FOR REVIEW       | ISSUE NO. | 36  |
| DATE | 1/27/17 | ISSUED FOR REVIEW       | ISSUE NO. | 37  |
| DATE | 1/27/17 | ISSUED FOR REVIEW       | ISSUE NO. | 38  |
| DATE | 1/27/17 | ISSUED FOR REVIEW       | ISSUE NO. | 39  |
| DATE | 1/27/17 | ISSUED FOR REVIEW       | ISSUE NO. | 40  |
| DATE | 1/27/17 | ISSUED FOR REVIEW       | ISSUE NO. | 41  |
| DATE | 1/27/17 | ISSUED FOR REVIEW       | ISSUE NO. | 42  |
| DATE | 1/27/17 | ISSUED FOR REVIEW       | ISSUE NO. | 43  |
| DATE | 1/27/17 | ISSUED FOR REVIEW       | ISSUE NO. | 44  |
| DATE | 1/27/17 | ISSUED FOR REVIEW       | ISSUE NO. | 45  |
| DATE | 1/27/17 | ISSUED FOR REVIEW       | ISSUE NO. | 46  |
| DATE | 1/27/17 | ISSUED FOR REVIEW       | ISSUE NO. | 47  |
| DATE | 1/27/17 | ISSUED FOR REVIEW       | ISSUE NO. | 48  |
| DATE | 1/27/17 | ISSUED FOR REVIEW       | ISSUE NO. | 49  |
| DATE | 1/27/17 | ISSUED FOR REVIEW       | ISSUE NO. | 50  |
| DATE | 1/27/17 | ISSUED FOR REVIEW       | ISSUE NO. | 51  |
| DATE | 1/27/17 | ISSUED FOR REVIEW       | ISSUE NO. | 52  |
| DATE | 1/27/17 | ISSUED FOR REVIEW       | ISSUE NO. | 53  |
| DATE | 1/27/17 | ISSUED FOR REVIEW       | ISSUE NO. | 54  |
| DATE | 1/27/17 | ISSUED FOR REVIEW       | ISSUE NO. | 55  |
| DATE | 1/27/17 | ISSUED FOR REVIEW       | ISSUE NO. | 56  |
| DATE | 1/27/17 | ISSUED FOR REVIEW       | ISSUE NO. | 57  |
| DATE | 1/27/17 | ISSUED FOR REVIEW       | ISSUE NO. | 58  |
| DATE | 1/27/17 | ISSUED FOR REVIEW       | ISSUE NO. | 59  |
| DATE | 1/27/17 | ISSUED FOR REVIEW       | ISSUE NO. | 60  |
| DATE | 1/27/17 | ISSUED FOR REVIEW       | ISSUE NO. | 61  |
| DATE | 1/27/17 | ISSUED FOR REVIEW       | ISSUE NO. | 62  |
| DATE | 1/27/17 | ISSUED FOR REVIEW       | ISSUE NO. | 63  |
| DATE | 1/27/17 | ISSUED FOR REVIEW       | ISSUE NO. | 64  |
| DATE | 1/27/17 | ISSUED FOR REVIEW       | ISSUE NO. | 65  |
| DATE | 1/27/17 | ISSUED FOR REVIEW       | ISSUE NO. | 66  |
| DATE | 1/27/17 | ISSUED FOR REVIEW       | ISSUE NO. | 67  |
| DATE | 1/27/17 | ISSUED FOR REVIEW       | ISSUE NO. | 68  |
| DATE | 1/27/17 | ISSUED FOR REVIEW       | ISSUE NO. | 69  |
| DATE | 1/27/17 | ISSUED FOR REVIEW       | ISSUE NO. | 70  |
| DATE | 1/27/17 | ISSUED FOR REVIEW       | ISSUE NO. | 71  |
| DATE | 1/27/17 | ISSUED FOR REVIEW       | ISSUE NO. | 72  |
| DATE | 1/27/17 | ISSUED FOR REVIEW       | ISSUE NO. | 73  |
| DATE | 1/27/17 | ISSUED FOR REVIEW       | ISSUE NO. | 74  |
| DATE | 1/27/17 | ISSUED FOR REVIEW       | ISSUE NO. | 75  |
| DATE | 1/27/17 | ISSUED FOR REVIEW       | ISSUE NO. | 76  |
| DATE | 1/27/17 | ISSUED FOR REVIEW       | ISSUE NO. | 77  |
| DATE | 1/27/17 | ISSUED FOR REVIEW       | ISSUE NO. | 78  |
| DATE | 1/27/17 | ISSUED FOR REVIEW       | ISSUE NO. | 79  |
| DATE | 1/27/17 | ISSUED FOR REVIEW       | ISSUE NO. | 80  |
| DATE | 1/27/17 | ISSUED FOR REVIEW       | ISSUE NO. | 81  |
| DATE | 1/27/17 | ISSUED FOR REVIEW       | ISSUE NO. | 82  |
| DATE | 1/27/17 | ISSUED FOR REVIEW       | ISSUE NO. | 83  |
| DATE | 1/27/17 | ISSUED FOR REVIEW       | ISSUE NO. | 84  |
| DATE | 1/27/17 | ISSUED FOR REVIEW       | ISSUE NO. | 85  |
| DATE | 1/27/17 | ISSUED FOR REVIEW       | ISSUE NO. | 86  |
| DATE | 1/27/17 | ISSUED FOR REVIEW       | ISSUE NO. | 87  |
| DATE | 1/27/17 | ISSUED FOR REVIEW       | ISSUE NO. | 88  |
| DATE | 1/27/17 | ISSUED FOR REVIEW       | ISSUE NO. | 89  |
| DATE | 1/27/17 | ISSUED FOR REVIEW       | ISSUE NO. | 90  |
| DATE | 1/27/17 | ISSUED FOR REVIEW       | ISSUE NO. | 91  |
| DATE | 1/27/17 | ISSUED FOR REVIEW       | ISSUE NO. | 92  |
| DATE | 1/27/17 | ISSUED FOR REVIEW       | ISSUE NO. | 93  |
| DATE | 1/27/17 | ISSUED FOR REVIEW       | ISSUE NO. | 94  |
| DATE | 1/27/17 | ISSUED FOR REVIEW       | ISSUE NO. | 95  |
| DATE | 1/27/17 | ISSUED FOR REVIEW       | ISSUE NO. | 96  |
| DATE | 1/27/17 | ISSUED FOR REVIEW       | ISSUE NO. | 97  |
| DATE | 1/27/17 | ISSUED FOR REVIEW       | ISSUE NO. | 98  |
| DATE | 1/27/17 | ISSUED FOR REVIEW       | ISSUE NO. | 99  |
| DATE | 1/27/17 | ISSUED FOR REVIEW       | ISSUE NO. | 100 |

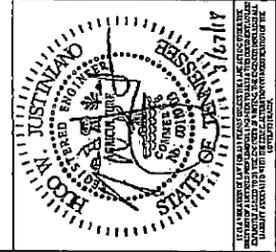
RICHARD FULTON  
METRO OFFICE  
PS CODE: 425340  
800 2ND AVENUE SOUTH  
NASHVILLE, TN 37210

8821 RESEARCH DRIVE  
CHARLOTTE, NC 28262



6521 MERIDIAN DRIVE  
RALEIGH, NC 27618  
(919) 735-1012 (WAM)

complete wireless solutions

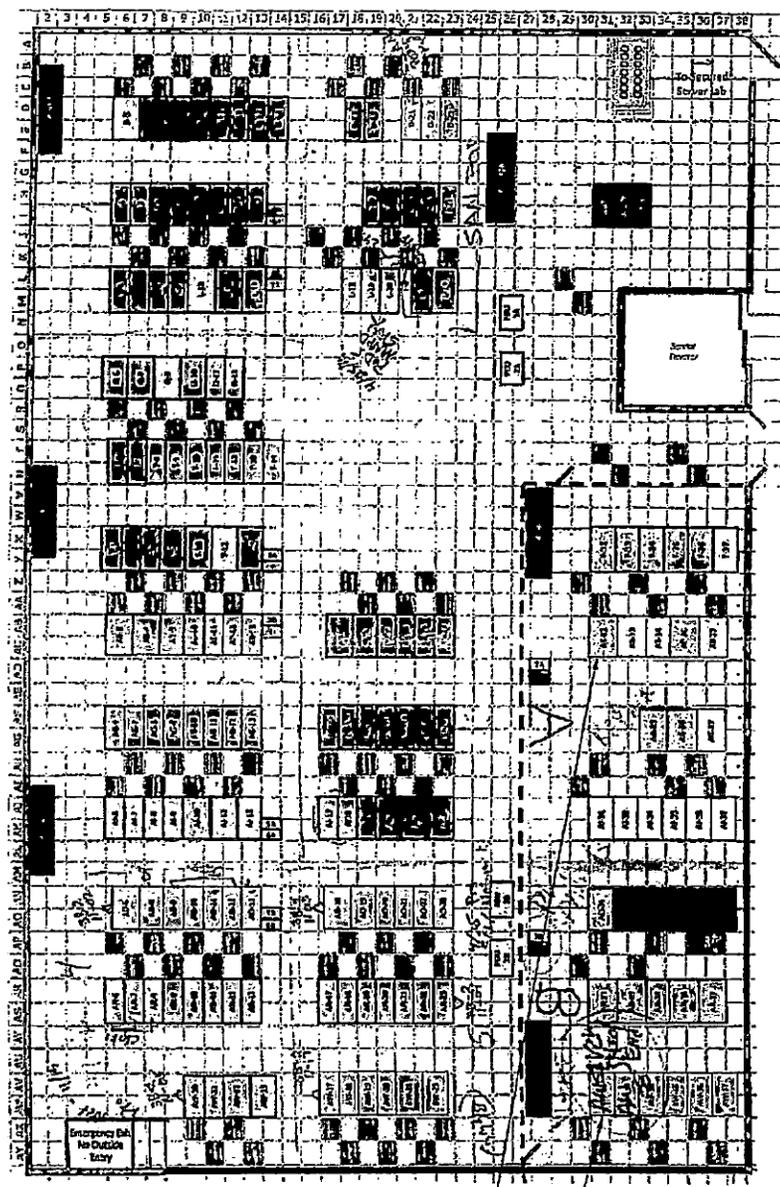


STATE OF NORTH CAROLINA  
JUSTIN W. JUSTINO  
15174  
Professional Engineer  
License No. 15174  
State of North Carolina  
Engineering Board  
1000 North Salisbury Street  
Raleigh, NC 27601  
(919) 873-2800  
www.ncboards.com



**NOTES:**

1. PROPOSED EQUIPMENT TO BE LOCATED IN EXISTING EQUIPMENT RACKS (LOCATION TO BE DETERMINED AT TIME OF INSTALLATION).
2. PROVIDE (1) PROPOSED 1-1/2" EXT CONDUIT FROM AC PANEL TO PROPOSED VZW EQUIPMENT RACKS FOR PROPOSED THREE - 20AMP CIRCUITS W/ (3) #12 AWG & (1) #12 AWG GROUND W/ (2) #12 AWG ONE - 20AMP CIRCUIT W/ (2) #12 AWG & (1) #12 AWG GROUND TO VERIFY STANDING WITH EQUIPMENT MANUFACTURER'S SPECIFICATIONS)
3. ELECTRICAL WORK TO BE COMPLETED BY THE BUILDING OWNER'S PREFERRED ELECTRICAL CONTRACTOR. PRO-SYSTEMS CONTRACTOR TO COORDINATE POWER REQUIREMENTS AND CONDUIT ROUTING WITH BUILDING OWNER'S REPRESENTATIVE.
4. PROVIDE AND INSTALL (2) PROPOSED ONE-PORT GROUNDING BARS ON PROPOSED EQUIPMENT RACKS ON PACK TO EXISTING BUILDING GROUND BAR
5. REMOVE AND REWELD PROPOSED EXISTING FIBER CABLES FROM BACKHAUL RACKS THROUGH EXISTING AVAILABLE CONDUITS THROUGH EXISTING BACKHAUL PROVIDER TO VERIFY CABLE ROUTING)
6. CONTRACTOR TO COORDINATE GAVIT CONTRACTOR TO VERIFY CABLE ROUTING WITH SITE CM AND LL PRIOR TO CONSTRUCTION.

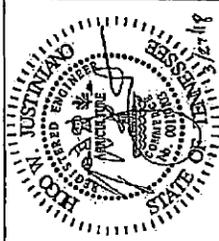


PROPOSED EQUIPMENT TO BE LOCATED IN EXISTING EQUIPMENT RACK AS SHOWN (LOCATION TO BE VERIFIED AT TIME OF INSTALLATION)

EXISTING EQUIPMENT RACKS (TYP)

**ELECTRICAL & GROUNDING PLAN**  
SCALE: 1/8" = 1'-0"

|  |               |  |             |   |      |
|--|---------------|--|-------------|---|------|
| <b>velocity llc</b><br>Complete Wireless Solutions<br>6521 MERIDIAN DRIVE<br>RALEIGH, NC 27616<br>(919) 755-1012 (MAN) |               | RICHARD FULTON<br>METRO OFFICE<br>PS CODE: 425340<br>800 2ND AVENUE SOUTH<br>NASHVILLE, TN 37210 |             | <b>ELECTRICAL &amp; GROUNDING PLAN</b><br>DRAWING NUMBER: 20181458063<br>REV: 1 |      |
| ISSUED FOR CONSTRUCTION  | DATE: 1/27/18 | DESIGNED BY  | BY: RHF/MPF | CHECKED BY  | DATE |
| ISSUED FOR CONSTRUCTION  | DATE: 1/27/18 | DESIGNED BY  | BY: RHF/MPF | CHECKED BY  | DATE |
| ISSUED FOR CONSTRUCTION  | DATE: 1/27/18 | DESIGNED BY  | BY: RHF/MPF | CHECKED BY  | DATE |
| ISSUED FOR CONSTRUCTION  | DATE: 1/27/18 | DESIGNED BY  | BY: RHF/MPF | CHECKED BY  | DATE |



IT IS HEREBY CERTIFIED THAT THE ABOVE IS A TRUE AND CORRECT COPY OF THE ORIGINAL AS SUBMITTED TO THE BOARD OF EXAMINERS AND APPROVED FOR THE RECORDS OF THE BOARD OF EXAMINERS. I, THE ENGINEER, HEREBY CERTIFY THAT I AM THE AUTHOR OF THE ABOVE DRAWING.