

Asa Hutchinson
Governor
Stacy Hurst
Secretary





September 22, 2020

Marty Garrity, Director Bureau of Legislative Research Executive Secretary, Arkansas Legislative Council Arkansas State Capitol, Room 315 Little Rock, AR 72201

RE: Approval of Property Lease at Queen Wilhelmina State Park pursuant to A.C.A. § 22-4-105

Dear Ms. Garrity:

The Department of Parks, Heritage, and Tourism, Division of State Parks (State Parks), is requesting an agenda item be presented for approval consideration by the Arkansas Legislative Council (ALC) during their meeting planned for October 16<sup>th</sup>, 2020.

On September 17<sup>th</sup>, 2020, the State Parks, Recreation, and Travel Commission approved the terms of a long-term lease agreement between State Parks and New Cingular Wireless PCS, LLC (AT&T). The agreement (enclosed Option and Land Lease Agreement) details the proposal for leasing of property owned by State Parks to AT&T for construction of a 190 ft. cellular communications tower and associated equipment on 5,625 sq. ft. (approx. 0.13 acres) of land at Queen Wilhelmina State Park.

In accordance with A.C.A. § 22-4-105, I am respectfully requesting the ALC consider approval of this proposed lease. If you have any questions or need further information, please contact me by e-mail at grady.spann@arkansas.gov or call me at 682-7743. Thank you for your consideration.

Sincerely

Grady Spann

Director, Division of State Parks

Enclosure:

Option and Land Lease Agreement

gs/jk

Cc:

The Honorable Cecile Bledsoe, Co-Chair, Arkansas Legislative Council
The Honorable Jeff Wardlaw, Co-Chair, Arkansas Legislative Council
Stacy Hurst, Secretary, Department of Parks, Heritage, and Tourism
Caleb Osborne, Chief of Staff, Department of Parks, Heritage, and Tourism
Jim Andrews, General Counsel, Department of Parks, Heritage, and Tourism
Leslie Fisken, Chief of Legislative Affairs, Department of Parks, Heritage, and Tourism
Shea Lewis, Deputy Director, Parks Division, Department of Parks, Heritage, and Tourism

Market: AR/OK

Cell Site Number: ARL01740

Cell Site Name: Queen Wilhelmina State Park Search Ring Name: Queen Wilhelmina State Park

Fixed Asset Number: 13802652

### OPTION AND LAND LEASE AGREEMENT

THIS OPTION AND LAND LEASE AGREEMENT ("Agreement"), dated as of the latter of the signature dates below (the "Effective Date"), is entered into by and between Arkansas Department of Parks, Heritage, and Tourism, Division of State Parks, having a mailing address of One Capitol Mall, Little Rock, AR 72201 ("Landlord"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd NE, 3<sup>rd</sup> Floor, Atlanta, GA 30319 ("Tenant").

### BACKGROUND

Landlord owns or controls that certain plot, parcel or tract of land, as described on **Exhibit 1**, together with all rights and privileges arising in connection therewith, located at Queen Wilhelmina State Park, in the County of Polk, State of Arkansas (collectively, the "**Property**"). The primary purpose of the Property is to provide a recreational facility for the public. Subject to said primary purpose, Landlord desires to sell an exclusive option to lease to Tenant, and Tenant desires to purchase an exclusive option to lease from Landlord, for the right to use a portion of the Property in accordance with the option terms of this Agreement. Subject again to said primary purpose, Tenant's exercise of its Option (defined below) shall evidence Landlord's desire to lease to Tenant, and Tenant's desire to lease from Landlord, a portion of the Property in accordance with the lease terms of this Agreement.

The parties agree as follows:

### 1. <u>OPTION TO LEASE.</u>

- (a) Landlord grants to Tenant an exclusive option (the "Option") to lease a certain portion of the Property containing approximately Five Thousand Six Hundred Twenty-Five (5,625) square feet including the air space above such ground space, as described on attached **Exhibit 1**, (the "Premises"), for the placement of a Communication Facility (defined below) in accordance with the terms of this Agreement.
- (b) During the Option Term (defined below), and during the Term (defined below) if the Option is exercised, Tenant and its agents, engineers, surveyors and other representatives will have the right to enter upon the Property to inspect, examine, conduct soil borings, drainage testing, material sampling, radio frequency testing and other geological or engineering tests or studies of the Property (collectively, the "Tests"), to apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate at Tenant's sole, but reasonable, discretion for its use of the Premises and include, without limitation, applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the "Government Approvals"), initiate the ordering and/or scheduling of necessary utilities, and otherwise to do those things on or off the Property that, in the opinion of Tenant, are necessary in Tenant's sole, but reasonable, discretion to determine the physical condition of the Property, the environmental history of the Property, Landlord's title to the Property and the feasibility or suitability of the Property for Tenant's Permitted Use (defined below), all at Tenant's expense. Tenant will not be liable to Landlord or any third party on account of any pre-existing defect or condition on or with respect to the Property, whether or not such defect or condition is disclosed by Tenant's inspection. Tenant will restore the Property to its condition as it existed at the commencement of the Option Term, reasonable wear and tear and loss by casualty or other causes beyond Tenant's control excepted.
- (c) In consideration of Landlord granting Tenant the Option, Tenant agrees to pay Landlord the nonrefundable sum of One Thousand Five Hundred and No/100 Dollars (\$1,500.00) within thirty (30) days after the Effective Date. The Option may be exercised during an initial term of one (1) year commencing on the Effective Date (the "Initial Option Term") which term may be renewed by Tenant for an additional one (1) year (the "Renewal Option Term") upon written notification to Landlord and the payment of an additional

nonrefundable sum of One Thousand Five Hundred and No/100 Dollars (\$1,500.00) no later than five (5) days prior to the expiration date of the Initial Option Term. The Initial Option Term and any Renewal Option Term are collectively referred to as the "Option Term."

- (d) The Option may only be assigned or transferred by Tenant in conjunction with a complete assignment of this Agreement and only on the terms and conditions set forth in Section 16 below.
- (e) During the Option Term, Tenant may exercise the Option by timely notifying Landlord in writing. If Tenant exercises the Option, then Landlord will lease the Premises to Tenant subject to the terms and conditions of this Agreement. If Tenant does not exercise the Option during the Initial Option Term or any extension thereof, then this Agreement will terminate and the parties will have no further liability to each other except as may be otherwise herein provided. Nothing herein shall obligate Tenant to exercise its Option or require Landlord to agree to grant additional Renewal Option Terms to the Tenant. No portion of any sums paid by Tenant as consideration for any Option Term shall be applied towards Rent (defined below) for any lease Term.
- (f) If during the Option Term, or during the Term if the Option is exercised, Landlord decides to subdivide, sell, or change the status of the zoning of the Premises or the Property, or in the event of a threatened foreclosure on any of the foregoing, in any case as any of the foregoing may reasonably affect Tenant's rights under this Agreement, Landlord shall immediately notify Tenant in writing. Landlord agrees that during the Option Term, or during the Term if the Option is exercised, Landlord shall not initiate or consent to any change in the zoning of the Premises or the Property or impose or consent to any other use or restriction that would prevent or unreasonably limit Tenant from using the Premises for the Permitted Use.
- 2. **PERMITTED USE.** Upon Tenant's timely exercise of its Option, Tenant may use the Premises for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of communications fixtures and related equipment, cables, accessories and improvements, which shall be limited to one (1) one hundred ninety foot (190') monopole support structure ("Structure"), plus: associated antennas affixed to the Structure, equipment, shelters, or cabinets and fencing, and any other items reasonably necessary to the successful and secure use of the Premises within the Premises (the "Communication Facility"), as well as the right to test, survey and review title on the Property; Tenant further has the right but not the obligation to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services, at no additional cost to Tenant or Landlord under this agreement (collectively, the "Permitted Use"). Landlord and Tenant agree that any portion of the Communication Facility that may be conceptually described on Exhibit 1 may not be deemed to limit Tenant's Permitted Use. Exhibit 1 includes the final approved construction drawings of the initial installation of the Structure and Communication Facility and Landlord's execution of this Agreement signifies Landlord's approval of Exhibit 1 and the construction drawings attached thereto (the "Construction Drawings"). For a period of ninety (90) days following the start of construction, Landlord grants Tenant, its subtenants, licensees and sublicensees, the right to use such portions of the Property as may reasonably be required, but only as preapproved by Landlord in writing, during construction and installation of the Communication Facility. Tenant will be permitted to install and operate transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the Property's main entry point to the equipment shelter or cabinet, install a generator and to make other improvements, alterations, upgrades or additions appropriate for Tenant's Permitted Use, including the duty to construct a fence around the Premises or equipment, install warning signs to make individuals aware of risks, install protective barriers, install any other control measures reasonably required by Tenant's safety procedures or applicable law, and undertake any other appropriate means to secure the safety of the Premises and Communication Facility and the safety of the public at Tenant's expense. Tenant shall have the right, without Landlord's consent, to modify, supplement, replace, upgrade, expand the Communication Facility within the Premises (i.e., within the leased ground space and on the Structure) (including, for example, increasing the number of antennas affixed to the Structure, upgrading the equipment related to technology upgrades, or adding microwave dishes) or relocate the Communication Facility (but excluding the Structure itself) within the Premises at any time during the Term (collectively referred to as "Equipment Modifications"). Tenant shall nonetheless provide Landlord prior notice of any Equipment Modifications. Following the initial installation of the Structure in accordance with the Construction Drawings.

Tenant shall not make any material changes to the Structure (such as, for example, increasing or decreasing the height of the Structure or moving the location of the Structure) without the prior written consent of the Landlord, such consent not to be unreasonably withheld, conditioned or delayed. Tenant will otherwise be allowed to make such alterations to the Premises without Landlord consent in order to ensure that the Communication Facility complies with all applicable federal, state or local laws, rules or regulations. For purposes of clarity, Tenant is limited to one (1) Structure under this Agreement. It is understood and agreed by and between the parties any use of the Property or the Premises by Tenant, whether a Permitted Use or otherwise, that unreasonably interferes the primary public recreation purpose of the Property shall constitute an event of default under Section 15(a)(ii) of this Agreement.

### 3. <u>TERM.</u>

- (a) The initial lease term will be five (5) years (the "Initial Term"), commencing on the effective date of written notification by Tenant to Landlord of Tenant's exercise of the Option (the "Term Commencement Date"). The Initial Term will terminate on the fifth (5th) anniversary of the Term Commencement Date.
- (b) This Agreement will automatically renew for four (4) additional five (5) year term(s) (each additional five (5) year term shall be defined as an "Extension Term"), upon the same terms and conditions set forth herein unless Tenant notifies Landlord in writing of Tenant's intention not to renew this Agreement at least sixty (60) days prior to the expiration of the Initial Term or the then-existing Extension Term. Prior to the expiration of the final Extension Term, Landlord and Tenant may, at their mutual election, renew this Agreement by way of an amendment hereto for an additional five (5) Extension Terms, with the total of such additional periods not to exceed twenty-five (25) years.
- Unless (i) Landlord or Tenant notifies the other in writing of its intention to terminate this Agreement at least six (6) months prior to the expiration of the final Extension Term, or (ii) the Agreement is terminated as otherwise permitted by this Agreement prior to the end of the final Extension Term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter ("Annual Term") until terminated by either party hereto by giving to the other party hereto written notice of its intention to so terminate at least six (6) months prior to the end of any such Annual Term. Monthly rent during such Annual Terms shall be equal to the Rent paid for the last month of the final Extension Term but shall increase by two percent (2.0%) per annum during any Annual Term. If Tenant remains in possession of the Premises after the termination of this Agreement, then Tenant will be deemed to be occupying the Premises on a month-to-month basis (the "Holdover Term"), subject to the terms and conditions of this Agreement.
- (d) The Initial Term, any Extension Terms, any Annual Terms and any Holdover Term are collectively referred to as the "Term."

### 4. RENT.

- (a) Commencing on the earlier of (i) six (6) months following the Term Commencement Date, or (ii) first day of the month following the date that Tenant commences construction (the "Rent Commencement Date"), Tenant will pay Landlord on or before the fifth (5<sup>th</sup>) day of each calendar month in advance, One Thousand and No/100 Dollars (\$1,000.00) (the "Rent"), at the address set forth above. In any partial month occurring after the Rent Commencement Date, the Rent will be prorated. The initial Rent payment will be forwarded by Tenant to Landlord within forty-five (45) days after the Rent Commencement Date.
- (b) Upon the commencement of each Extension Term, the monthly Rent will increase by Seven and One-Half percent (7.5%) over the Rent paid during the previous five (5) year term.
- (c) All charges payable under this Agreement such as utilities and taxes shall be billed by Landlord within one (1) year from the end of the calendar year in which the charges were incurred; any charges ninety (90) days beyond such period shall not be billed by Landlord, and shall not be payable by Tenant. The foregoing shall not apply to monthly Rent which is due and payable without a requirement that it be billed by Landlord. The provisions of this subsection shall survive the termination or expiration of this Agreement.

### 5. APPROVALS.

- (a) Landlord and Tenant agree that the ability to use the Premises is contingent upon the suitability of the Premises and Property for the Permitted Use and Landlord's and Tenant's ability to obtain and maintain all Government Approvals. To the extent such does not adversely affect Landlord's title to the Property, including the Premises, or adversely affects Landlord's use of the Property outside of the Premises, Landlord authorizes Tenant to prepare, execute and file all required applications to obtain Government Approvals for the Permitted Use and agrees to reasonably assist Tenant with such applications and with obtaining and maintaining the Government Approvals. To the extent such does not adversely affect Tenant's proprietary rights, Tenant authorizes Landlord to publicly present this Agreement to its governing body, the State Parks, Recreation, and Travel Commission, and to the Arkansas Legislative Council for their respective and required approvals.
- (b) Tenant has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property, including the Premises, surveyed by a surveyor of its choice.
- (c) Tenant may also perform and obtain, at Tenant's sole cost and expense and as reasonably necessary for the Tenant's Permitted Uses, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over, and under the Property, necessary to determine if Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system, design, operations or Government Approvals.
- **TERMINATION.** This Agreement may be terminated, without penalty or further liability, as follows:
- (a) by either party on thirty (30) days prior written notice, if the other party remains in default under Section 15 of this Agreement after the applicable cure periods;
- (b) by Tenant upon written notice to Landlord, if Tenant is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now or hereafter intended by Tenant under this Agreement; or if Tenant determines, in its sole discretion that the cost of or delay in obtaining or retaining the same is commercially unreasonable;
- (c) by Tenant, upon written notice to Landlord, if Tenant determines, in its sole discretion, due to the title report results or survey results, that the condition of the Premises is unsatisfactory for its intended uses;
- (d) by Tenant upon written notice to Landlord for any reason or no reason, at any time prior to commencement of construction by Tenant; or
- (e) by Tenant upon sixty (60) days' prior written notice to Landlord for any reason or no reason, so long as Tenant pays Landlord a termination fee equal to three (3) months' Rent, at the then-current rate, provided, however, that no such termination fee will be payable on account of the termination of this Agreement by Tenant under any termination provision contained in any other Section of this Agreement, including the following: Section 5 Approvals, Section 6(a) Termination, Section 6(b) Termination, Section 6(c) Termination, Section 6(d) Termination, Section 11(d) Environmental, Section 18 Condemnation or Section 19 Casualty.
- 7. <u>INSURANCE.</u> During the Option Term and throughout the Term, Tenant will carry and maintain in full force and effect such commercial general liability policy per ISO form CG 00 01 or equivalent. Said policy of commercial general liability insurance will provide a combined single limit of Two Million and No/100 Dollars (\$2,000,000.00) per occurrence and in the aggregate, and shall include Landlord as an additional insured by endorsement as respects this Agreement under the policy. Tenant shall maintain current proof of insurance on file with Landlord during the Term of this Agreement. Notwithstanding the foregoing, Tenant shall have the right to self-insure such general liability coverage by providing proof of financial responsibility that is reasonably acceptable to Landlord during the Term of this Agreement.

### 8. INTERFERENCE.

(a) Prior to or concurrent with the execution of this Agreement, Landlord has provided or will provide Tenant with a list of Landlord's radio frequency user(s) and Landlord's frequencies used on the Property as of the Effective Date. Tenant warrants that its use of the Premises will not interfere with those existing radio frequency uses on the Property, as long as the existing radio frequency user(s) operate and continue to operate within their

respective frequencies and in accordance with all applicable laws and regulations. Tenant's use of the Premises shall be subject to such existing radio frequency uses on the Property as of the Effective Date and during the Term of this Agreement.

- (b) Landlord will not grant, after the Effective Date, a lease, license or any other right to any third party, if the exercise of such grant may in any way materially and adversely affects or interferes with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will notify Tenant in writing prior to granting any third party the right to install and operate communications equipment on the Property.
- (c) Subject to paragraph 8(a), and excepting any use on the Property that predates this Agreement, Landlord will not, nor will Landlord permit its employees, tenants, licensees, invitees, agents or independent contractors to interfere in any way with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will cause such interference to cease within twenty-four (24) hours after receipt of notice of interference from Tenant. In the event any such interference does not cease within the aforementioned cure period, Landlord shall cease all operations which are suspected of causing interference (except for intermittent testing to determine the cause of such interference) until the interference has been corrected.
- (d) For the purposes of this Agreement, "interference" may include, but is not limited to, any use on the Property that causes electronic or physical obstruction with, or degradation of, the communications signals from the Communication Facility. Tenant shall be responsible for identifying the source of, and suggesting remediation for, any such interference.

### 9. <u>INDEMNIFICATION.</u>

- (a) Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or liability, costs or expenses in connection with a third party claim (including reasonable attorneys' fees and court costs) arising directly from the installation, use, maintenance, repair or removal of the Communication Facility or Tenant's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Landlord, its employees, invitees, agents or independent contractors.
- (b) Landlord is precluded by Arkansas law from agreeing to provide a reciprocal promise of indemnity as that shown above in paragraph 9(a). Instead, and to the extent permitted under Arkansas law, Landlord agrees that: (i) it will use its best efforts to cooperate with Tenant and assist in the defense of any action or claim brought against the Tenant seeking foregoing damages or relief; (ii) it will in good faith, seek to honor and resolve all reasonable claims of the foregoing nature presented by Tenant against Landlord; and (iii) it will not take any action to frustrate or delay the prompt hearing on claims of the foregoing, while also making reasonable efforts to expedite resolution of such claims; provided however, that Landlord reserves its right to assert in good faith all claims in defenses available to it in any proceedings seeking the foregoing damages or relief in any appropriate or lawful forum.
- (c) The party seeking remedy as provided herein at paragraph 9(a) or 9(b): (i) shall promptly provide the other party with written notice of any claim, demand, lawsuit, or the like for which it seeks remedy pursuant to this Section 9 and provide the other party with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of the other party; and (iii) shall fully cooperate with the other party in the defense of the claim, demand, lawsuit, or the like. A delay in notice shall not relieve the other party of its obligation, except (1) to the extent the other party can show it was prejudiced by the delay; and (2) the other party shall not be liable for any settlement or litigation expenses incurred before the time when notice is given.

### 10. WARRANTIES.

(a) Tenant and Landlord (to the extent not a natural person) each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power, and authority or capacity, as applicable, to enter into this Agreement and bind itself hereto through the party or individual set forth as signatory for the party below.

(b) Landlord represents, warrants and agrees that: (i) Landlord solely owns the Property as a legal lot in fee simple, or controls the Property by lease or license; (ii) the Property is not and will not be encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would materially and adversely affect Tenant's Permitted Use and enjoyment of the Premises under this Agreement; (iii) Landlord grants to Tenant sole, actual, quiet and peaceful use, enjoyment and possession of the Premises in accordance with the terms of this Agreement without hindrance or ejection by any persons lawfully claiming under Landlord; (iv) Landlord's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on Landlord; and (v) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, then Landlord will provide promptly to Tenant a mutually agreeable subordination, non-disturbance and attornment agreement executed by Landlord and the holder of such security interest.

### 11. <u>ENVIRONMENTAL.</u>

- (a) Landlord has no knowledge of hazardous substances as defined in any applicable Laws (as defined below), including asbestos-containing materials and lead paint on the Property, and (ii) the Property has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. Landlord and Tenant agree that each will be responsible for compliance with any and all applicable governmental laws, rules, statutes, regulations, codes, ordinances, or principles of common law regulating or imposing standards of liability or standards of conduct with regard to protection of the environment or worker health and safety, as may now or at any time hereafter be in effect, to the extent such apply to that party's activity conducted in or on the Property. Tenant shall neither use nor dispose any hazardous substances on the Property nor permit its agents, employees, representatives, or contractors to do so except for any hazardous substances that are normally used as part of the Permitted Use provided that all such substances are used, handled and stored in accordance with all applicable Laws.
- (b) Tenant agrees to hold Landlord harmless and indemnify Landlord from, and to assume all duties, responsibilities and liabilities at the Tenant's sole cost and expense of the Landlord for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding ("Claims"), to the extent arising from that Tenant's breach of its obligations or representations under Section 11(a).
- (c) The indemnification provisions contained in this Section 11 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Section 11 will survive the expiration or termination of this Agreement.
- (d) In the event Tenant becomes aware of any hazardous materials on the Property, or any environmental, health or safety condition or matter relating to the Property, that, in Tenant's sole determination, renders the condition of the Premises or Property unsuitable for Tenant's use, or if Tenant believes that the leasing or continued leasing of the Premises would expose Tenant to undue risks of liability to a government agency or other third party, then Tenant will have the right, in addition to any other rights it may have at law or in equity, to terminate this Agreement upon written notice to Landlord.
- ACCESS. At all times throughout the Term of this Agreement, and at no additional charge to Tenant, Tenant and its employees, agents, and subcontractors, will have twenty-four (24) hours per day, seven (7) days per week pedestrian and vehicular access ("Access") to and over the Property, from an open and improved public road to and from the Premises, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises. As may be described more fully in Exhibit 1, Landlord grants to Tenant an easement for such Access and Landlord agrees to provide to Tenant such codes, keys and other instruments necessary for such Access at no additional cost to Tenant. Upon Tenant's request, Landlord will execute a separate recordable easement evidencing this right. Landlord shall execute a letter granting Tenant Access to the Property substantially in the form attached as Exhibit 12; upon Tenant's request, Landlord shall execute additional letters during the Term. It is understood and agreed that Tenant shall not have any right to restrict Landlord's access of any kind across, over, or under the Property except in regard to the Premises during the Term of this Agreement. If Tenant elects to utilize an Unmanned Aircraft System ("UAS") in connection with its installation, construction,

monitoring, site audits, inspections, maintenance, repair, modification, or alteration activities at the Property, Landlord hereby grants Tenant, or any UAS operator acting on Tenant's behalf, express permission to fly over the applicable Property and Premises as reasonably necessary for the purposes of this Agreement, and consents to the use of audio and video navigation and recording in connection with the use of the UAS all in accordance with any laws or regulations pertaining thereto. In no event shall Tenant's UAS use be permitted in any manner that unreasonably annoys or harasses Landlord or Landlord's invitees, agents, employees, or contractors.

**REMOVAL/RESTORATION.** All portions of the Communication Facility brought onto the Property by Tenant will be and will remain Tenant's personal property. Landlord covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and will remain the property of Tenant and may be removed by Tenant at any time during the Term but shall be removed by Tenant within one hundred twenty (120) days after the Term has expired or this Agreement is otherwise terminated. Tenant will repair any damage to the Property resulting from Tenant's removal activities. During the removal of the Communication Facility, Tenant will restore the Premises to its condition at the commencement of the Agreement, reasonable wear and tear and loss by casualty or other causes beyond Tenant's control excepted. Footings, foundations, and concrete will be removed to a depth of two-feet below grade. Notwithstanding the foregoing, Tenant will not be responsible for the replacement of any trees, shrubs or other vegetation, nor will Tenant be required to remove from the Property or the Premises any underground utilities.

### 14. <u>MAINTENANCE/UTILITIES.</u>

- (a) Tenant will keep and maintain the Premises in good repair and condition, reasonable wear and tear and damage from the elements excepted. Landlord will maintain and repair the Property and access thereto and all areas of the Property necessary for access to the Premises where Tenant does not have exclusive control, in good and tenantable condition, subject to reasonable wear and tear and damage from the elements.
- (b) Tenant will be responsible for providing all utilities including electricity, telephone service, or any other utility, used or consumed by Tenant on the Premises.
- (c) Tenant will have the right to install utilities, at Tenant's expense, and to improve present utilities on the Property and the Premises. Landlord hereby grants to any service company providing utility or similar services, including electric power and telecommunications, to Tenant an easement over the Property, from an open and improved public road to the Premises, and upon the Premises, for the purpose of constructing, operating and maintaining such lines, wires, circuits, and conduits, associated equipment cabinets and such appurtenances thereto, as such service companies may from time to time require in order to provide such services to the Premises. Upon Tenant's or service company's request, Landlord will execute a separate recordable easement evidencing this grant, at no cost to Tenant or the service company.
- (d) Additional Terms related to Fiber Service. At no cost to Landlord and during the construction of the Structure and Communication Facility, Tenant or an Affiliate of Tenant (collectively referred to as "AT&T") will also bring fiber to the Queen Wilhelmina State Park Lodge (the "Lodge") located at 3877 Highway 88 West, Mena, AR, 71953. AT&T shall extend the fiber to the Lodge on property owned by the Landlord in conduit provided and installed by the Landlord. Landlord shall provide and install conduit from the highway right-of-way of the Property or from an existing telco box area located at the entrance to the park on AR -88 to the Lodge. Prior to conduit installation, AT&T and Landlord shall coordinate on the specifics of the designated route prior to installation of conduit by Landlord. AT&T will pull the fiber to the Lodge in the conduit provided by Landlord to the D-Mark with the Lodge. AT&T will be responsible for connecting the fiber to AT&T provided equipment, while Landlord will provide all further connections within the Lodge. Landlord may contract with AT&T (through its applicable Fiber company or division) and pay for selected fiber service and use of said fiber. Landlord is responsible for all fiber services/packages negotiated directly with AT&T's applicable fiber company or division.

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

(a) The following will be deemed a default by Tenant and a breach of this Agreement: (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after written notice from Landlord of

such failure to pay; or (ii) Tenant's failure to perform any other term or condition under this Agreement within forty-five (45) days after written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant. If Tenant remains in default beyond any applicable cure period, then Landlord will have the right to exercise any and all rights and remedies available to it under law and equity; or

- (b) The following will be deemed a default by Landlord and a breach of this Agreement: (i) Landlord's failure to provide Access to the Premises as required by Section 12 within twenty-four (24) hours after written notice of such failure; (ii) Landlord's failure to cure an interference problem as required by Section 8 within twenty-four (24) hours after written notice of such failure; or (iii) Landlord's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within forty-five (45) days after written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord. If Landlord remains in default beyond any applicable cure period, Tenant will have: (i) the right to cure Landlord's default and to deduct the costs of such cure from any monies due to Landlord from Tenant, and (ii) any and all other rights available to it under law and equity.
- ASSIGNMENT/SUBLEASE. Tenant will have the right to assign, sell or transfer its interest under this Agreement, in whole or part, without Landlord's consent, to: (a) Tenant's Affiliate, (b) to any entity with a net worth of at least Twenty Million Dollars (\$20,000,000) or (c) any entity that acquires all or substantially all of the Tenant's assets in the market as defined by the Federal Communications Commission in which the Property is located. Upon notification to Landlord of such assignment, transfer or sale, and provided all Tenant's obligations to Landlord have been fulfilled or otherwise transferred to and accepted by Tenant's purchaser, assignee, or transferee, Tenant will be relieved of all future performance, liabilities and obligations under this Agreement. Tenant shall have the right to sublease the Premises for communications related purposes, in whole or in part, without Landlord's consent. Tenant may not otherwise assign this Agreement without Landlord's consent, Landlord's consent not to be unreasonably withheld, conditioned or delayed.
- 17. NOTICES. All notices, requests and demands hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused, or returned undelivered. Notices will be addressed to the parties hereto as follows:

If to Tenant: New Cingular Wireless PCS, LLC

Attn: Network Real Estate Administration

Re: Cell Site #: ARL01740; Cell Site Name: Queen Wilhelmina State Park, AR

Fixed Asset #: 13802652

1025 Lenox Park Blvd NE, 3rd Floor,

Atlanta, GA 30319

With a copy to: New Cingular Wireless PCS, LLC

Attn.: Legal Dept – Network Operations

Re: Cell Site #: ARL01740; Cell Site Name: Queen Wilhelmina State Park, AR

Fixed Asset #: 13802652 208 S. Akard Street Dallas, TX 75202-4206

If to Landlord: Arkansas Department of Parks, Heritage, and Tourism, State Parks Division

Attn: Grady Spann, State Parks Division Director

One Capitol Mall Little Rock, AR 72201 Either party hereto may change the place for the giving of notice to it by thirty (30) days' prior written notice to the other party hereto as provided herein.

- **CONDEMNATION.** In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide notice of the proceeding to Tenant within twenty-four (24) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's sole determination, to render the Premises unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Tenant will include, where applicable, the value of its Communication Facility, moving expenses, prepaid Rent, and business dislocation expenses. Tenant will be entitled to reimbursement for any prepaid Rent on a *pro rata* basis.
- 19. **CASUALTY.** Landlord and Tenant will provide reasonable notice to the other of any casualty or other harm affecting the Property or the Premises, which for purposes of this Section 19 includes the Communication Facility. If any part of the Premises, Communication Facility, or the Property is damaged by casualty or other harm as to render the Premises unsuitable, in Tenant's sole determination, then Tenant may terminate this Agreement by providing written notice to Landlord, which termination will be effective as of the date of such casualty or other harm. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof. Should Landlord agree to permit Tenant to place temporary transmission and reception facilities on the Property in a location preapproved in writing by Landlord, such shall be only until such time as Tenant is able to activate a replacement transmission facility at another location. Notwithstanding the termination of this Agreement, such temporary facilities will be governed by all of the terms and conditions of this Agreement, including Rent. If Landlord or Tenant undertakes to rebuild or restore the Property, Premises and/or the Communication Facility, as applicable, Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property at no additional Rent until the reconstruction of the Premises and/or the Communication Facility is completed. If Landlord determines not to rebuild or restore the Property, Landlord will notify Tenant of such determination within thirty (30) days after such determination. If Landlord does not so notify Tenant and Tenant decides not to terminate under this Section 19, then Landlord will promptly rebuild or restore any portion of the Property interfering with or required for Tenant's Permitted Use of the Premises to substantially the same condition as existed before the casualty or other harm. Landlord agrees that the Rent shall be abated until the Property and/or the Premises are rebuilt or restored, unless Tenant places temporary transmission and reception facilities on the Property.
- **20.** WAIVER OF LANDLORD'S LIENS. Landlord waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof. The Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law; Landlord consents to Tenant's right to remove all or any portion of the Communication Facility from time to time in Tenant's sole discretion and without Landlord's consent.

### 21. TAXES.

- (a) To the extent applicable under law, whether as of the date hereof or in the future, Landlord shall be responsible for (i) all ad valorem taxes levied upon the lands, improvements and other property of Landlord. Tenant shall be responsible for all taxes and assessments attributable to and levied upon Tenant's leasehold improvements on the Premises and all sales, use, license, value added, documentary, stamp, gross receipts, registration, real estate transfer, conveyance, excise, recording, and other similar taxes and fees imposed in connection with an assignment of this Agreement or sublease by Tenant.
- (b) In the event Landlord receives a notice of assessment with respect to which taxes or assessments are imposed on Tenant's leasehold improvements on the Premises, Landlord shall provide Tenant with copies of each such notice immediately upon receipt, but in no event later than thirty (30) days after the date of such notice of assessment. If Landlord provides a notice of assessment to Tenant within such time period and requests reimbursement from Tenant as set forth below, then Tenant shall reimburse Landlord for the tax or assessments identified on the notice of assessment on Tenant's leasehold improvements, which has been paid by Landlord. If

Landlord seeks reimbursement from Tenant, Landlord shall, no later than thirty (30) days after Landlord's payment of the taxes or assessments for the assessed tax year, provide Tenant with written notice including evidence that Landlord has timely paid same, and Landlord shall provide to Tenant any other documentation reasonably requested by Tenant to allow Tenant to evaluate the payment and to reimburse Landlord.

- (c) For any tax amount for which Tenant is responsible under this Agreement, Tenant shall have the right to contest, in good faith, the validity or the amount thereof using such administrative, appellate or other proceedings as may be appropriate in the jurisdiction, and may defer payment of such obligations, pay same under protest, or take such other steps as permitted by law. This right shall include the ability to institute any legal, regulatory or informal action in the name of Landlord, Tenant, or both, with respect to the valuation of the Premises. Landlord shall cooperate with respect to the commencement and prosecution of any such proceedings and will execute any documents required therefor. The expense of any such proceedings shall be borne by Tenant and any refunds or rebates secured as a result of Tenant's action shall belong to Tenant, to the extent the amounts were originally paid by Tenant. In the event Tenant notifies Landlord by the due date for assessment of Tenant's intent to contest the assessment, Landlord shall not pay the assessment pending conclusion of the contest, unless required by applicable law.
  - (d) [Intentionally Omitted]
- (e) Tenant shall have the right but not the obligation to pay any taxes due by Landlord hereunder if Landlord fails to timely do so, in addition to any other rights or remedies of Tenant. In the event that Tenant exercises its rights under this Section 21(e) due to such Landlord default, Tenant shall have the right to deduct such tax amounts paid from any monies due to Landlord from Tenant as provided in Section 15(b), provided that Tenant may exercise such right without having provided to Landlord notice and the opportunity to cure per Section 15(b).
- (f) Any tax-related notices shall be sent to Tenant in the manner set forth in Section 17. Promptly after the Effective Date, Landlord shall provide the following address to the taxing authority for the authority's use in the event the authority needs to communicate with Tenant. In the event that Tenant's tax address changes by notice to Landlord, Landlord shall be required to provide Tenant's new tax address to the taxing authority or authorities.
- (g) Notwithstanding anything to the contrary contained in this Section 21, Tenant shall have no obligation to reimburse any tax or assessment for which the Landlord is reimbursed or rebated by a third party.

### 22. SALE OF PROPERTY.

- (a) Landlord may sell the Property or a portion thereof to a third party, provided: (i) the sale is made subject to the terms of this Agreement; and (ii) if the sale does not include the assignment of Landlord's full interest in this Agreement, the purchaser must agree to perform, without requiring compensation from Tenant or any subtenant, any obligation of Landlord under this Agreement, including Landlord's obligation to cooperate with Tenant as provided hereunder.
- (b) If Landlord, at any time during the Term of this Agreement, decides to rezone or sell, subdivide or otherwise transfer all or any part of the Premises to a purchaser other than Tenant, Landlord shall promptly notify Tenant in writing, and such rezoning, sale, subdivision or transfer shall be subject to this Agreement and Tenant's rights hereunder. In the event of a change in ownership, transfer or sale of the Property, within ten (10) days of such transfer, Landlord or its successor shall send the documents listed below in this Section 22(b) to Tenant. Until Tenant receives all such documents, Tenant's failure to make payments under this Agreement shall not be an event of default and Tenant reserves the right to hold payments due under this Agreement.
  - i. Old deed to Property
  - ii. New deed to Property
  - iii. Bill of Sale or Transfer
  - iv. Copy of current Tax Bill
  - v. New IRS Form W-9
  - vi. Completed and Signed Tenant Payment Direction Form
  - vii. Full contact information for new Landlord including phone number(s)

- (c) Landlord agrees not to sell, lease or use any areas of the Property for the installation, operation or maintenance of other wireless communication facilities if such installation, operation or maintenance would interfere with Tenant's Permitted Use or communications equipment as determined by radio propagation tests performed by Tenant in its sole discretion. Landlord or Landlord's prospective purchaser shall reimburse Tenant for any costs and expenses of such testing. If the radio frequency propagation tests demonstrate levels of interference unacceptable to Tenant, Landlord shall be prohibited from selling, leasing or using any areas of the Property for purposes of any installation, operation or maintenance of any other wireless communication facility or equipment.
- (d) The provisions of this Section 22 shall in no way limit or impair the obligations of Landlord under this Agreement, including interference and access obligations.
- 23. **RENTAL STREAM OFFER.** If at any time after the date of this Agreement, Landlord intends or desires to accept a bona fide written offer from a third party seeking (i) an assignment or transfer of Rent payments associated with this Agreement, or (ii) a purchase of an easement, license or any other lesser interest in the Property, the intent of which is to effect a transfer of Rent payments without transferring the full and complete obligation or ability to assume all of Landlord's obligations hereunder (either of the foregoing a "Rental Stream Offer"), prior to accepting such Rental Stream Offer, Landlord shall furnish Tenant with a copy of the Rental Stream Offer. Tenant shall have the right within thirty (30) days after it receives such copy to match the Rental Stream Offer and agree in writing to match the terms of the Rental Stream Offer. Such writing shall be in the form of a contract substantially similar to the Rental Stream Offer ("Tenant's Offer"). If Landlord opts to accept an assignment or transfer of Rent payments, Landlord shall be obligated to accept Tenant's Offer in lieu of the Rental Stream Offer from the third party. If Tenant chooses not to exercise this right or fails to provide written notice to Landlord within the thirty (30) day period, Landlord may accept the Rental Stream Offer, subject to the terms of this Agreement. If Landlord attempts to assign or transfer Rent payments without complying with this Section, the assignment or transfer shall be void. Tenant reserves the right to hold Rent payments due under this Agreement until Landlord complies with the requirements of this Section.

### 24. MISCELLANEOUS.

- (a) Amendment/Waiver. This Agreement cannot be amended, modified or revised unless done in writing and signed by Landlord and Tenant. No provision may be waived except in a writing signed by both parties. The failure by a party to enforce any provision of this Agreement or to require performance by the other party will not be construed to be a waiver, or in any way affect the right of either party to enforce such provision thereafter.
- (b) Memorandum/Short Form Lease. Contemporaneously with the execution of this Agreement, the parties will execute a recordable Memorandum of Lease substantially in the form attached as Exhibit 24(b). Either party may record this Memorandum of Lease at any time during the Term, in its absolute discretion. Thereafter during the Term, either party will, at any time upon fifteen (15) business days' prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of Lease.
- (c) Limitation of Liability. Except for the indemnity obligations set forth in this Agreement, and otherwise notwithstanding anything to the contrary in this Agreement, Tenant and Landlord each waives any claims that each may have against the other with respect to consequential, incidental or special damages, however caused, based on any theory of liability.
- (d) **Compliance with Law**. Tenant agrees to comply with all federal, state and local laws, orders, rules and regulations ("**Laws**") applicable to Tenant's use of the Communication Facility on the Property. Landlord agrees to comply with all Laws relating to Landlord's ownership and use of the Property and any improvements on the Property.
- (e) **Bind and Benefit.** The terms and conditions contained in this Agreement will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns. Nothing herein shall be construed as creating a joint venture, business association, or partnership as between Landlord and Tenant.
- (f) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements

with respect to the subject matter of this Agreement. Exhibits are numbered to correspond to the Section wherein they are first referenced. Except as otherwise stated in this Agreement, each party shall bear its own fees and expenses (including the fees and expenses of its agents, brokers, representatives, attorneys, and accountants) incurred in connection with the negotiation, drafting, execution and performance of this Agreement and the transactions it contemplates.

- (g) **Governing Law.** This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.
- (h) Interpretation. Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of this Agreement and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable; (vi) reference to a default will take into consideration any applicable notice, grace and cure periods; (vii) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted the Agreement; (viii) the singular use of words includes the plural where appropriate; and (ix) if any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force if the overall purpose of the Agreement is not rendered impossible and the original purpose, intent or consideration is not materially impaired.
- (i) Affiliates. All references to "Tenant" shall be deemed to include any Affiliate of New Cingular Wireless PCS, LLC using the Premises for any Permitted Use or otherwise exercising the rights of Tenant pursuant to this Agreement. "Affiliate" means with respect to a party to this Agreement, any person or entity that (directly or indirectly) controls, is controlled by, or under common control with, that party. "Control" of a person or entity means the power (directly or indirectly) to direct the management or policies of that person or entity, whether through the ownership of voting securities, by contract, by agency or otherwise.
- (j) **Survival**. Any provisions of this Agreement relating to indemnification shall survive the termination or expiration hereof. In addition, any terms and conditions contained in this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall so survive.
- (k) W-9. As a condition precedent to payment, Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Tenant, including any change in Landlord's name or address.
- (1) Execution/No Option. The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Landlord and Tenant. This Agreement may be executed in two (2) or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties. All parties need not sign the same counterpart.
- (m) WAIVER OF JURY TRIAL. EACH PARTY, TO THE EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING UNDER ANY THEORY OF LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE TRANSACTIONS IT CONTEMPLATES.
- (n) **Incidental Fees.** Unless specified in this Agreement, no unilateral fees or additional costs or expenses are to be applied by either party to the other party, including review of plans, structural analyses, consents, provision of documents or other communications between the parties.
- (o) **Further Acts.** Upon request, and pursuant to applicable Law, Landlord and Tenant will cause to be promptly and duly taken, executed, acknowledged and delivered all such further acts, documents, and assurances as either may request from time to time in order to effectuate, carry out and perform all of the terms, provisions and conditions of this Agreement and all transactions and permitted use contemplated by this Agreement.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the Effective Date.

### "LANDLORD"

	Department			Heritage,
Tourism, D	ivision of Sta	ite Pa	arks	
By:				
Print Name	: Grady Span	n		
Its: Directo		_		
Date:				
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"TENANT	,,			
New Cinou	lar Wireless I	PCS	LLC	
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By: AT&T	Mobility Cor	pora	tion	
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Ву:				
Print Name:	Michael Br	<u>idwe</u>	<u>11</u>	
Its: <u>Area M</u>	anager, Cons	truct	ion & E	ngineering
Date:				

[ACKNOWLEDGMENTS APPEAR ON NEXT PAGE]

### **TENANT ACKNOWLEDGMENT**

STATE OF	
COUNTY OF	) ss: )
and acknowledged under oath that he/she	, 2020, before me personally appeared Michael Bridwell is the Area Manager, Construction & Engineering, of AT&T Mobility ar Wireless PCS, LLC, the Tenant named in the attached instrument, and strument on behalf of the Tenant.
	Notary Public: My Commission Expires:
<u>LANI</u>	DLORD ACKNOWLEDGMENT
STATE OF ARKANSAS )	
COUNTY OF)	ss:
On the day of Arkansas Department of Parks, Heritage, that he/she is the person/officer named in the	, 2020 before me, personally appeared Grady Spann, the Director of and Tourism, Division of State Parks, who acknowledged under oath the within instrument, and that he/she executed the same in his/her stated the Landlord for the purposes therein contained.
	Notary Public:
	iviy Commission Expires:

### **EXHIBIT 1**

### **DESCRIPTION OF PROPERTY AND PREMISES**

Page 1 of 2

to the Option and Lease Agreement dated,	2020,	by	and	between	Arkansas
Department of Parks, Heritage, and Tourism, Division of State	Parks,	as La	andlord	, and New	Cingular
Wireless PCS, LLC, a Delaware limited liability company, as Ten	ant.			•	J

### The Property is legally described as follows:

The land referred to herein below is situated in the County of Polk, City of Mena, State of Arkansas, and is described as follows:

SW 1/4 NW 1/4, Section 11, Township 1 South, Range 32 West, 40 Acres.

Parcel Id #0000-09442-0000

This being the same property conveyed to Arkansas Publicity and Parks Commission from Robert Cox and Jean Cox, his wife, in a deed dated August 26, 1957 and recorded August 27, 1957 in book 69 page 558.

### The Premises are described and/or depicted as follows:

An approximately 5,625 square foot portion (75' x 75') of the above-described Property, along with a 30' access and utility easement thereon, which Premises and easements are described and/or depicted as follows:

### LEASE SITE DESCRIPTION

A tract of land lying in and being a part of the NW/4 of Section 11. Township 1 South, Range 32 West and being further described in Volume 69, Page 558, Deed Records of Polk County, Arkansas; Said tract being more particularly described as follows:

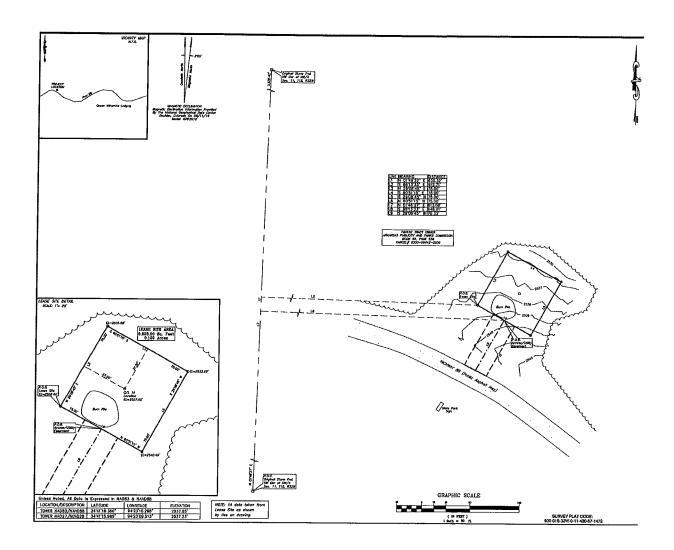
Commencing at an Original Stone Found in for the Southwest corner of said NW/4; Thence N 01'46'27" E on the West line of said NW/4, a distance of 630.32 feet to a point; Thence S 88"13'33" E perpendicular to said West line, a distance of 912.71 feet to a 1/2" Iron Rod with cap set for the Southwest corner, said corner being the Point of Beginning; Thence N 29'08'45" E a distance of 75.00 feet to a 1/2" Iron Rod with cap set for the Northwest corner; Thence S 60'51'15" E a distance of 75.00 feet to a 1/2" Iron Rod with cap set for the Northeast corner; Thence S 29'08'45" W a distance of 75.00 feet to a 1/2" Iron Rod with cap set for the Southeast corner; Thence N 60'51'15" W a distance of 75.00 feet the Point of Beginning, containing 5,625.00 square feet or 0.129 acres, more or less.

### ACCESS/UTILITY EASEMENT DESCRIPTION

A 30.00 foot wide easement for ingress, egress and utility purposes crossing a part of the NW/4 of Section 11, Township 1 South, Range 32 West and being further described in Volume 69, Page 558, Deed Records of Polk County, Arkansas; Said easement being 15.00 feet on each side of the following described centerline: Commencing at an Original Stone Found in for the Southwest corner of said NW/4; Thence N 01'46'27" E on the West line of said NW/4, a distance of 613.08 feet to a point; Thence S 88'13'33" E perpendicular to said West line, a distance of 946.01 feet to a point on the North edge of State Highway 88, said point being the Point of Beginning; Thence N 29'08'45" W a distance of 70.33 feet to the Point of Termination on the South line of the 0.129 acre Lease Site. Sidelines of said easement to be shortened or extended such as to begin on the North edge of State Highway 88 and terminate on the South line of the 0.129 acre Lease Site.

### **DESCRIPTION OF PROPERTY AND PREMISES**

Page 2 of 2 Lease area, Access & Utility Easements



See attached Construction Drawings last dated \_\_\_\_\_\_\_, 2020 and consisting of 23 pages.

### Notes:

- THIS EXHIBIT MAY BE REPLACED BY A LAND SURVEY AND/OR CONSTRUCTION DRAWINGS OF THE PREMISES ONCE RECEIVED BY TENANT.
- 2. ANY SETBACK OF THE PREMISES FROM THE PROPERTY'S BOUNDARIES SHALL BE THE DISTANCE REQUIRED BY THE APPLICABLE GOVERNMENT AUTHORITIES.
- 3. WIDTH OF ACCESS ROAD SHALL BE THE WIDTH REQUIRED BY THE APPLICABLE GOVERNMENT AUTHORITIES, INCLUDING POLICE AND FIRE DEPARTMENTS.
- 4. THE TYPE, NUMBER AND MOUNTING POSITIONS AND LOCATIONS OF ANTENNAS AND TRANSMISSION LINES ARE ILLUSTRATIVE ONLY. ACTUAL TYPES, NUMBERS AND MOUNTING POSITIONS MAY VARY FROM WHAT IS SHOWN ABOVE.



# SITE NAME:

SITE ADDRESS: FA NUMBER: AT&T SITE NUMBER:

MENA, AR 71953 (NOT E911)

TOWER OWNER: UNITI

PROPOSED 190' MONOPOLE NEW EQUIPMENT AND ANTENNAS ON: TOWER ID: X X N N

# QUEEN WILHELMINA STATE PARK

ARL01740

AR 88 HWY W TALIMENA SCENIC DR.

TYPE SATIN72 SHELTER CONFIGURATION NSB

11520 FINANCIAL CENTRE PARKWAY LITTLE ROCK, AR 72211 PH: (501) 952-2040

at&t

MENA ARKANSAS 71953



CRD COMPANIES, LLC 7335 SOUTH LEWIS AVE STE 300 TULSA, ORLAHOMA 74136 (918) 949-4551

COMPANIES LLC

CRB 🕊

RODUCED

**SIS** 

### ARL01740 Queen Wilhel... X 34.68788°N 94.38619°W Quachita National Forest Rich Mountain Rich Mountain LOCATION MAP A7 SIGNAGE DETAILS CIVIL DETAILS COMPOUND DETAILS

# DRIVING DIRECTIONS

/ICINITY MAP

N.T.S.

N.I.S.

SITE COORDINATES (NAD. 83):
LATTUDE: N. 34.687878
LONGTUDE: W. 34.687878, -94.386194
GROUND ELEVATION: 2537.65' (AMSL)

ROPERTY OWNER:
ARK STATE PARKS COMM
870-715-9889

SURVEYOR: H&S SURVEYING, INC 1-405-262-0249

TOWER OWNER:

0801 EXECUTIVE CENTER DRIVE

APPUCANT: AT&T WRELESS
405 N BROADWAY, 7TH FLOOR
OKLAHOMA CITY, OK 73102
RANDY ROSSON
(405) 523-8134

A.D.A. COMPLIANCE: FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION.

OCCUPANCY TYPE: UNMANNED ZONING CLASSIFICATION: MISC. (GOVERNMENT) TAX PARCEL 0000-09442-0000

ueen Wilhelmina State Park

SITE ADDRESS: AR 88 HWY W TALIMENA SCENIC DR. MENA, AR 71953 (NOT E911) MENA, ARKANSAS 71953

JURISDICTION: POLK COUNTY

SITE NUMBER: ARL01740

SITE NAME:

QUEEN WILHELMINA STATE PARK

AT&T PTN# 3102A06R6V

щ

INFORMATION

FIGURE ONTO PRIMARMA HILLS ON FINANCIAL CENTRE PRAY (NEST) 65 YOS TURN LEFT (SOUTH) ONTO AUTUMN DR. THEN IMMEDIATELY TURN IF (EAST) ONTO FINANCIAL CENTRE PRAY 0.3 M TURN RIGHT (SOUTH-EAST) ONTO HEMBRIGGE BD 0.2 M TAKE RAMP GNOTO 14-450 6.1 M FET (SOUTH) ONTO 15-70 18.7 M AT EQUE (T. I. I. WAR RAMP (RIGHT) ONTO 15-70 18.7 M AT EQUE (T. I. I. WAR RAMP (RIGHT) ONTO 15-70 18.7 M AT EQUE (T. I. I. WAR RAMP (RIGHT) ONTO 15-70 18.7 M AT EQUE (T. I. I. WAR RAMP (RIGHT) ONTO 15-70 18.7 M AT EQUE (T. I. REED FIRST) ONTO 15-70 (T. I. REED FIRST) ONTO G1 COMPOUND GROUNDING
G2 GROUNDING DETAILS
G3 GROUNDING DETAILS

# A&E DRAWING REVIEW SIGNATURE:

TATUS CODE: T&T CONSTRUCTION MGR: OPERTY OWNER: NNING APPROVAL: ENGINEER: ACQUISITION:

LÓWING PARTIES HERGEY APPROVE AND ACCEPT THESE DOCUMENTS AND AUTHORIZE TRACTOR TO PROCEED WITH THE CONSTRUCTION DESCRIBED HEREN, ALL DOCUMENTS BLEET TO REVIEW BY THE LOCAL BROUGH OPPARTMENT AND MAY IMPOSE CHANGES! ACCEPTED-WITH OR NO COMMENTS, CONSTRUCTION MAY PROCEED NOT ACCEPTED-RESOLVE COMMENTS AND RESUBMIT

ARCHTECT/ENGINEER.
SPECIALTY TIELCOMMUNICATIONS SERVICES, LLC
SPECIALTY TIELCOMMUNICATIONS SERVICES, LLC
FROFESSIONAL ENGINEERS AND CONSULTANTS
13-43 N. BROADWAY: STE 120
COLAPIONA CITY, OK 733114
CONTACT: SAMUAL CURTIS
TIELFENDRE COLAPIANT:

-555-1000

DESIGNEE: LLC
CRB COMPANIES, LLC
CRB COMPANIES, LLC
CRB COMPANIES, LLC
CARS AVE. STE. 39
TULSA, OK. 74136
CONTACT: JAMES W MCCOY
PHONE: (918) 261–1875

SITE NAME: N/A SITE NUMBER: N/A

(800) 482-8998 CALL 3 WORKING DAYS BEFORE YOU DIG! CALL ARKANSAS ONE CALL 811

HE PROPOSED PROJECT NICLUDES:

NEXILL NEW GRAVEL COMPOUND WITH FENCING.

NEXILL NEW ED. SHELTER WITH GENERATIOR AND ICE BRIDGE

NEXILL NEW POWER AND TELCO UTILITIES, AND GROUNDING.

NEXILLATION OF (9) NEW LEE AUTENINGS AT 185' WITH (9) NEW

RRUS UNITS (PER SECTOR) AND INSTALL (3) 1/2" FIBER, (3)

3/8" RET CABLES, (9) DC CABLES UNES, (3) NEW SQUID

(DGS-48-60-24-80-EV.). EQUIPMENT TO BE INSTALLED ON

arkansas One Call

\*\*PAL\*\* WORK SHALL BE PERFORMED AND MATERIALS NISTALED IN.
ACCORDANCE WITH THE CURRENT EDTIONS OF THE FOLLOWING
AS ADDITED BY THE LOCAL COMERNING AUTHORITIES. NOTHING
THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT
CONFORMING TO THESE CODES. CODE COMPLIANCE

SEFORE PROCEEDING WITH THE WORK OR

DO NOT SCALE DRAWINGS

NATURAL GAS DETAILS

GROUNDING DETAILS

COMPOUND GROUNDING PLAN UTILITY RACK DETAILS

BUILDING/DWELLING CODE: IBC 2015
STRUCTIVEAL CODE: IBC 2015
PLIMBING CODE: IBC 2015
PLIMBING CODE: IBC 2015
LECTRIC CODE: IBC 2017
FIRE/LIFE SAFETY CODE: IBC 2015, IFC 2015, NFOA 101

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SPECIALTY TELECOMMUNICATIONS SERVICES, I PROTESSIONAL ENGINEERS AND CONSULTAINS 13431 N. BROADWAY, SUITE 120 ORLAHOMA CITY, DK 73114 (405) 753-7167

STATE PARK

ARL01740

QUEEN WILHELMINA

S1 SHELTER FOUNDATION DETAILS
S2 SHELTER ELEVATION DETAILS
E1 UTILITY PLAN AND DETAILS ELECTRICAL DETAILS

ITE ADDRESS:
AR 88 HWY W TALIMENA SCENIC DR.
MENA, AR 71953 (NOT E911)



015 017 017, IFC 2015, NFOA 101	15			IFD TO PERMIT WORK NOT	EDITIONS OF THE FOLLOWING CODES	AND MATERIALS INSTALLED IN		MPLIANCE	T BE RESPONSIBLE FOR SAME	THE ENGINEER IN WRITING OF ANY DISCREPANCIES
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<b>그</b> [		SHEEL LILLE	i				8/24/20	DATE		١.
ARLO1740 BY: CKD BY:	-'						8/24/20 PRELIMINARY ISSUE	DESCRIPTION		
>	TWO ONLY						WWL	ВҮ		

### DIVISION ı GENERAL REQUIREMENTS

- THESE SPECIFICATIONS AND CONSTRUCTION DRAWINGS ACCOMPANYING THEM DESCRIBE THE WORK TO BE DONE AND THE MATERIALS TO BE FURNISHED
- CONSTRUCTION.

  B. THE DRAWNISS AND SPECIFICATIONS ARE INTENDED TO BE FULLY EXPLANATORY AND SUPPLEMENTARY, HOWERS, SHOULD MATTHING BE SHOWN, INDICATED OR SAND SUPPLEMENTARY, HOWERS, SHOULD MATTHING AND HOW HOW AND HOW THE COTHER, IT SHAUL BE ACCOUNTED AND MATERIALS OF THE DECARDITY, IS TO INCLIDE ALL LABOR AND MATERIALS CONTROL TO THE DECARDITY OF THE WORK OF THE WORK OF DECARDITY OF THE WORK OF THE WORK

### 1.2 CONFLICTS

- A THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFICATION OFF ALL
  MESSIREMENTS AT THE SITE BEFORE ODDERNIG ANY METERALS OR DOING ANY
  WORK. NO ENTIRA CHARGE OR COMPENSATION SHALL BE ALLOWED DUE TO
  DIFFERENCE BEFOREN ACTIVAL DIMENSIONS AND DIMENSIONS INDICATED ON THE
  CONTRACTION DEWNINGS. ANY SUCH DISCREPANCY IN DIMENSION WHICH ANY BE
  FOUND SHALL BE SUBMITTED TO THE OWNER FOR CONSTRUCTION ANY EFFORE
  FOUND SHALL BE SUBMITTED TO THE OWNER FOR ELLOWED ANY ENTIRA
  FOUND SHALL BE SUBMITTED TO THE OWNER FOR BELLOWED ANY ENTIRA
  FOUND SHALL BE SUBMITTED TO THE ADDRESS ANY ENTIRA
  DOING METHOD FOR THE CONTRACT, AND THE AFFECTED AREAS.
  HE BODDER, IF AWARDED THE CONTRACT, AND THE AFFECTED AREA
  FOR THE OWNER SEE BEDOWNTEDED AND FOR ANY DEPOCLUTIES OR
  CONDENS OF THE WORK BE RECOVERED FOR ANY DETER RELEVANT MATTER
  CONCERNIC THE WORK BE RECOVERED FOR ANY THE RECOVERY OF THE CONTRACTOR TO PLANTLE FOR THE CONTRACTOR TO PLANTLE SEED FOR ALL THE RECOVERNEST OF
  THE CONTRACTOR TO PLANTLE SEED FOR ALL THE RECOVERNEST OF

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# 1.3 CONTRACTS AND WARRANTIES

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- EACH CONTRACTOR IS RESPONSIBLE FOR OFFINING THE BUILDING FERMT AT THE LOCAL JURISDICTION WITH ALL PROOF REQUIRED TO OPERATE AS COMPRACTOR IN THAT JURISDICTION WITH ALL PROOF REQUIRED TO OPERATE AS A COMPRACTOR IN THAT JURISDICTION, THE CONTRACTOR SHALL BE REINBURSED ONLY THE AMOUNT OF ANY FEE PAID AS FOLLOWS:
- PLAN REVIEW FEE.
  BUILDING PERMIT FEE.
  CONNECTIONS AND INSPECTIONS FEE.
- CONTRACTOR IS RESPONSIBLE FOR APPLICATION AND PAYMENT OF CONTRACTOR LICENSES AND BONDS.

### 1.4 STORAGE

ALL MATERIALS MUST BE STORED IN A LEVEL AND DRY FASHION AND IN A MANNER THAT DOES NOT NECESSARLY DESTRUCT THE FLOW OF OTHER WORK, ANY STRANGE METHOD MUST MEET ALL RECOMMENDATIONS OF THE ASSOCIATED MANUFACTURER.

### 1.5 CLEAN UP

- THE COMPACTORS AT ALL THE SMALL KEEP THE SITE FREE FROM ACCUMULATION OF WASTE MATERIALS OR BURBLES UNISSED BY THEIR DAMP OFFICES AT WORK AND ATT HE COMPLETION OF THE WORK, THEY SHALL IRBADIAGE SATES SHALL BEAUTHER SHALL SHALL BEAUTHER AND AND SHALL LEWE THEIR WORK CLEM AND READY FOR AND SHALL LEWE THEIR WORK CLEM AND READY FOR AS COTHERN SHAPPLES MOTERALS AND SHALL LEWE THEIR WORK CLEM AND READY FOR AS COTHERN SHAPPLES AND OTHER REGION MATTER.
- REMOVE ALL TRACES OF SPLASHED MATERIALS FROM ACLACENT SURFACES. IF NECESSARY TO ACHIEVE A UNIFORM DEGREE OF CLEANLINESS, HOSES DOWN THE EXTERIOR OF THE STRUCTURE.
- INTERIOR. VISUALLY INSPECT INTERIOR SURFACES AND REMOVE ALL TRACES OF SOIL WASTE MATERIALS, SNUDGES AND OTHER FOREIGN MATTER FROM WALLS/FLOOR/CEILING.
- ν.-REMOVE ALL TRACES OF SPLASHED MATERIALS FROM ADJACENT SURFACES, REMOVE PAINT DROPPINGS, SPOTS, STAINS AND DIRT FROM FINISHED SURFACES,

# 1.6 CHANGE ORDER PROCEDURE

THE CONTRACTOR CHANGE ORDERS MAY BE NITIATED BY THE OWNER AND, ON THE CONTRACTOR WOULKED. THE CONTRACTOR UPON LEGAL BY THE OWNER SHALL PREPARE A WRITTEN PROPOSAL DESCRIBBING THE CHANGE IN THE CONTRACTOR METERS TO THE OWNER WITHIN 72 HOURS FOR APPROVAL SUBMIT REQUESTS FOR SUBSTITUTIONS IN THE FORM AND IN ACCORDANCE WITH PROCEDURES REQUIRED FOR CHANGE ORDER PROPOSALS. ANY CHANGES IN SOOPE OF WORK OR MATERIALS WHOLL ARE PREPORADE BY THE CONTRACTOR WITHOUT WRITTIN CHANGE ORDER AS DESCRIBED AND APPROVED BY THE OWNER SHALL PLACE UPON THE CONTRACTOR WITHOUT WRITTIN CHANGE ORDER AS DESCRIBED AND APPROVED BY THE OWNER SHALL PLACE UPON THE CONTRACTOR SHALL PLACE UPON THE UPON THE UPON THE UPON THE UPON

# 1.7 RELATED DOCUMENTS AND COORDINATION

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GENERAL CAPPENITY, ELECTRICAL AND ANTENAL DRAWNICS ARE INTEREDATED. IN PERFORMANCE OF THE WORK, THE CONTRACTOR MUST REFER TO ALL DRAWNICS. ALL COORDINATION TO BE RESPONSIBILITY OF THE CONTRACTOR.

### 1.8 SHOP DRAWINGS

- CONTRACTOR SHALL SUBMIT SHOP DRAWINGS AS REQUIRED AND LISTED IN THESE SPECIFICATIONS TO THE OWNER FOR APPROVAL.

  ALL SHOP DRAWINGS SHALL BE RECIPIEND, CHECKED AND CORRECTED BY CONTRACTOR PRIOR TO BEING SUBMITTED TO THE OWNER.

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# 1.9 PRODUCTS AND SUBSTITUTIONS

- SUBMIT 3 COPIES OF EACH REQUEST FOR SUBSTITUTION, IN EACH REQUEST DENITY THE PROPULCT OR FABREATION OR INSTITUTION, INCLUDE RECIPIOSTON SECONDO AND DRAWNS MARIES AND COMPLICE DOCUMENTATION SECONDO COMPLIANCE WITH THE REQUIRES AND COMPLICE DOCUMENTATION SHOWNED COMPLIANCE WITH THE REQUIRES AND COMPLICE DOCUMENTATION SHOWNED COMPLIANCE WITH THE REQUIRES AND COMPLICE DATA, AND CUT SHEETS WHICH PROPERLY MICHAEL AND DESCRIBE THE ITEMS, PRODUCTS AND MATERIALS BUNG INSTALLED. THE CONTRACTOR SHALL IF DESCRIBED NECESSARY BY THE OWNER SUBMIT ACTUAL SAMPLES TO THE OWNER FOR APPROVAL IN LIEU OF CUT SHEETS.

# 1.10 QUALITY ASSURANCE

- ۶ ALL WORK SHALL BE IN ACCORDANCE WITH APPLICABLE LOCAL, STATE AND FEDERAL REGULATIONS, THESE SHALL INCLUDE BUT NOT BE LIMITED TO THE LATEST VERSION OF THE FOLLOWING:

- ANSI TA/EIA 222 G
  IBC 2015 INTERNATIONAL BLUILINIG CODE W/ AMENDMENTS
  BULLINIG OFFICIALS AND CODE ADMINISTRATORS (BOCA) IBC 2012
  NATIONAL ELECTRICAL CODE (REC) WITH LOCAL AMENDMENTS 2009
  UNDERWATER L'ADMONDRIS AFRONDE LECTRICAL PRODUCTS
  AMERICAN INSTITUTE OF STEEL CONSTRUCTION
- \* SPECIFICATIONS (AISC)
  \* LIFE SAFETY CODE NFPA 101-IBC 2012

### 1.11 ADMINISTRATION

- ۶
- Ġ BEFORE THE COMMENCEMENT OF ANY WORK, THE CONTRACTOR WILL ASSIGN A PROJECT MANGER WHO WILL ACT AS A SIKULE POINT OF CONTRACT FOR ALL PRESONNEL INVOLVED IN THIS PROJECT TANGER WILL DEPOLED A MASTEN SCHEDULE FOR THE PROJECT WHICH WILL BE SUBMITED TO THE OWNER PROJET TO THE OWNER PROJET TO THE OWNER PROJET OF THE WORK TO THE SUBMITED TO THE OWNER PROJETS CHART NOT MORE THAN 3 DAYS AFTER THE DATE ESTABLISHED FOR COMMENCEMENT OF THE WORK ON THE SCHEDULE, INDICATING A TIME BAR FOR EACH MAJOR CATEGORY OR UNIT OF WORK TO BE PERFONNED AT SITE, PROPERLY SCHEWEDS AND CONCOUNTAGE WHITE ELEMENTS IN ADVANCE OF THE DATE ESTABLISHED FOR SUBSTANTIAL COMPLETION OF THE
- WORK.

  PRIOR TO COMMENCING CONSTRUCTION, THE OWNER SHALL SCHEDULE AN PRIOR TO COMMENCING HALL MAJOR PARTIES, THIS WOULD INCLUDE (THOUGH NOT OWNER, PROJECT MANAGER, CONTRACTOR, LAND OWNER REPRESENTATIVE, LOCAL TELEPHONE COMPANY, TOWER ERECTION FOREMAN (IF SUBCONTRACTED).

  CONTRACTOR SHALL BE EQUIPPED WITH SOME MEANS OF CONSTANT COMMUNICATIONS, SUCH AS A MOBILE PHONE OR A BEEFER, THIS EQUIPMENT WILL HOT BE SUPPLIED BY THE OWNER, NOR WILL WIRELESS SERVICE BE COMMENTED.
- RANKED.

  BOWSTRUCTION. CONTRACTOR MUST ENSURE THAT SHELDYESS AND REPORT SHELL PROSESS AND THE RANKED SHELL PROSESS AND THE RANKED SHELL PROSESS AND THE RANKED SHELL PROSESS TO THE SHARKED SHELL PROSESS TO THE SHARKED SHE
- A COMPLETE INVENTORY OF CONSTRUCTION MATERIALS AND EQUIPMENT IS REQUIRED PRIOR TO START OF CONSTRUCTION, WRITING NO LESS THAN 48 HOURS NOTHY THE OWNER, Y PROJECT MANAGER IN WRITING NO LESS THAN 48 HOURS IN ADVANCE OF CONCRETE POURS, TOWER ERECTIONS, AND EQUIPMENT CABINET PLACEMENTS.

όв Þ CONTRACTOR AT HEIR OWN EXPENSE SHALL CARRY AND MAINTAIN FOR THE DURATION OF THE PROLECT ILL INSURANCE SCREUMED, AND ISSTED AND SHOOT COMMENCE WITH THEIR WORK UNTIL THEY MADE PRESENTED AN ORIGINAL CERTIFICATE OF INSURANCE STATUS ALL DOPPOSES TO THE OMER. REFER TO THE MASTER AGREEMENT FOR REQUIRED INSURANCE CHAITS. THE OMERET HAD REPORTED FOR THE MASTER AGREEMENT FOR REQUIRED INSURANCE LIMITS. THE OWNERS SHALL BE NAMED, AS AN ADDITIONAL INSURED ON ALL POLICIES.

### DIVISION 2 1 SITE WORK AND DRAINAGE

COMPANIES LLC

CRB 🖐

CRD COMPANIES, LLC 7335 SOUTH LEWIS AVE STE 300 TULSA, ORLAHOMA 74136 (918) 949-4551

### 1.1 WORK INCLUDED:

REFER TO THE SURVEY AND SITE PLAN FOR WORK INCLUDED

### 1.2 RELATED WORK

B. INSTALLATION OF ANTENNA SUPPORT

RODUCED

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- 1.5 SEQUENCING
- 'n

SPECALTY TELECOMUNICATIONS SERVICES, PI SPECIAL DISINEERS AND CONSULTANTS 1343 K. BROADWY, SUITE 120 OKLADAMA CITY, OR 73114 (405) 753-7167

### 1.7 WARRANTY

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IN ADDITION TO THE WARRANT ON ALL CONSTRUCTION COVERED IN THE CONTRACT DOCUMENTS. THE CONTRACTOR SHALL REPAIR ALL DAMAGE TO SURROLUNDING PROPERTY CAUSED BY CONSTRUCTION.
DISTURBED AFEAS WILL REFLECT GROWTH OF NEW GRASS COVER PRIOR TO FINAL INSPECTION.

STATE PARK

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### 2.1 MATERIALS

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### 2.2 EQUIPMENT

### 3.1 INSPECTIONS

얦 NOTIFIED NO LESS THAN 48 HOURS IN

### 3.2 PREPARATION

# 1.12 INSURANCE AND BONDS

1520 FINANCIAL CENTRE PARKWAY LITILE ROCK, AR 72211 PH: (501) 952-2040

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- CONFIRM SURVEY STAKES AND SET ELEVATION STAKES PRIOR TO ANY CONSTRUCTION.

  F REQUIRED, GRADE, SEED, FERTILITED AND MILITAL DISTRICT.
- IF REQUIRED, GRADE, SEED, FERTILIZED AND MULCH DISTURBED AREAS MANEDWITCH AFTER RENNICHES THE AND ACCESS ROAD TO BASE COURSE ELEMATION. MATER D ENSURE GROWTH.
  REMOVE GRAVEL FROM TEMPORARY CONSTRUCTION ZONE.

- ≻

- STE MATERIALS: FILL MATERIAL ACCEPTABLE SELET FILL SHALL BE IN ACCORDANCE WITH LOCAL DEPARTMENT OF HIGHNAY AND PUBLIC TRANSPORTATION STANDARDS SPICIPLOYING DEPARTMENT OF HIGHNAY AND SOIL STANDARDS SPICIPLOYING SHALL BE MIRAT 500X.

  NON-STRUCTURAL STE CONFORTE SHALL BE JODO PSI BREWING STRENGTH AT 35 DAYS. COMPLY WITH GENERAL PROVISIONS OF DIVISION 3 CONCRETE SPECIFICATIONS.

₽ OMPACTING SHALL BE ACCOMPLISHED BY MECHANICAL MEANS, LABGER AREA, SHALL BE COMPACTED BY SHEEDS FOOT, WERNATOR OR RUBBER TRED ROLLERS WEIGHTING AT LEST FIVE TONS. WATER TRESTNERT MAY REQUIRED TO OFFIAN COMPACTION. SMALLER ARES SHALL BE COMPACTED BY POWER-DRIVE, HAND HELD TAMPERS.

ADVANCE OF CONCRETE POURS.

- PRIOR TO OTHER EXCANATION AND CONSTRUCTION EFFORTS GRUB ORGANIC MATERIAL TO A MINIMUM OF SIX INCHES BELOW ORIGINAL GROUND LEVEL.

  MLESS OTHERWISE MISTRUCTED BY THE OWNER, REMOVE TREES, BRUSH AND DEBRISS FROM THE PROPERTY TO AN AUTHORIZED LANDFILL.

  PRIOR TO PALCEBANT OF FILL OR BASE MATERIALS, REMOVE SOFT SPOTS AND COMPACT TO 9525 STANDARD PROCTOR.

  WHERE UNSTABLE SUL CONDITIONS ARE ENCOUNTERED, UNE THE GRUBBED AREAS WITH STABILIZER MAT PRIOR TO REPLACEMENT OF FILL OR BASE MATERIA



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### 3.3 INSTALLATION

- CLEAR EXCESS SPOILS, IF ANY, FROM JOB SITE AND DO NOT SPREAD BEYOND THE UNITS OF THE OWNERS LEASE PROPERTY UNLESS AUTHORIZED BY PROJECT MANAGER, IN WRITING.

  THE FINISH GRADE, INCLUDING TOP SURFACE COURSE, SHALL EXTEND TO LEASE LINE.

# 3.4 FIELD QUALITY CONTROL

COMPACTION SHALL BE 90% MAXIMUM DENSTY IN ACCORDANCE WITH ASTN D-1557 FOR SITE WORK AND 95% UNDER PLATFORM AREA. SETILEMENT WILL BE EXCANATED AND REFILED AT CONTRACTOR'S EXPENSE.

## 3.5 QUALITY ASSURANCE

ALL STELL MATERIALS (ITULZED IN CONLINNCTION WITH THIS SPECIFICATION WILL BE GALLWARED OR STANLESS STELL WEIGHT OF ZINC COATING ON THE FABRIC SHALL GOVERED, POSTS SHALL BE HOT-DIPPED IN GRADE E ZINC, 1.8 OUNCES PER SQUARE FOOT.

# APPLICABLE STANDARDS

3.6

- A ASTM-MAD SPECIFICATION FOR PIPE. STEEL BLACK AND HOT-DIPPED ZINC COATED (GALVANZED) NELDED AND SEMILESS FOR ORDWARY USES.

  B. ASTM-123 ZINC (HOT-DIP BALVANIZED) DOATHO (IN RON AND STEEL PRODUCTS.

  C. ASTM-MAD STRUMARD SPECIFICATION FOR ZINC COATING (HOT-DIP) ON IRON AND STEEL HARDWARE.

  STEEL HARDWARE.

  J. ASTM-MAD SPECIFICATION FOR ZINK-COATED STEEL CHAIN LINK FENCE FABRIC.

  E. ASTM-MAD SPECIFICATION FOR ALUMINUM-COATED CHAIN LINK FENCE FABRIC.

  F. ASTM-MAD SPECIFICATION FOR MAD STEEL SHEET ZINC COATED (GALVANZED)

  J. ASTMACHOUS SPECIFICATION FOR HOT-ROLLED CARBON STEEL SHEET AND STRIP

  STRUCTURAL QUALITY.

  H. ASTM-MASS SPECIFICATION FOR ALUMINUM COATED STEEL BARBED WIRE.

# SPECIAL CONSTRUCTION TOWER & ANTENNA EKCAVATE POST HOLES WITH NECHANICAL AUGER EQUIPMENT. EXCAVATE POST HOLES PER CONSTRUCTION DOCUMENTS. CONFIRM PROPER DEPTH AND DIAMETER OF POST HOLE EXCAVATIONS.

### 1.1 WORK INCLUDED

INSTALLATION

- A IF REQUIRED, REECT PURNISHED TOWER.

  BASE(S) AND ANCHORS.

  C. FRICKIED, MACHORS.

  C. MATIDANES AS NOICHIED ON DRAWNES AND NOMBER SPECIFICATION.

  C. MATIDANES AS NOICHIED ON DRAWNES AND MACHORS.

  C. MATIDANES AS NOICHIED ON BRAWNES.

  C. MATIDANES MACHORS.

  C. MATIDANE ט משעטאי

### 2.2 RELATED WORK

# 2.3 REQUIREMENTS OF REGULATOR AGENCIES

- TURNISH LIL LISTED EQUIPMENT WHERE SUCH LABEL IS AVAILABLE, NISTALL IN CONFORMANCE WITH LILL STRUMPAGES WHERE APPLICABLE. INSTALL IN ACCORDANCE WITH DRAWNICS AND SECRETACION IN EFFECT AT PROJECT LECKTION AND DESCRIPTION OF STATE AND LOCAL BUILDING COODES, SPECIAL CODES HAVING ECOMMENDATIONS OF STATE AND LOCAL BUILDING COODES, SPECIAL CODES HAVING JURISDOTTON OVER SPECIFIC PORTIONS OF WORK. THIS INCLUDES BUT IS NOT LIMITED TO THE FOLLOWING:
- EA ELECTRONIC INDUSTRIES ASSOCIATION TIA-EIA-222-G. STRUCTURAL STANDARDS FOR STEEL ANTENNA TOWERS AND ANTENNA SUPPORTING STRUCTURES
- FAA FEDERAL AVIATION ADMINISTRATION ADVISORY CIRCULAR AC 70/7460-IH, OBSTRUCTION MARKING AND LIGHTING.
- FCC FEDERAL COMMUNICATIONS COMMISSION RULES AND REGULATIONS FORM 715, OBSTRUCTION MARKING NAD LIGHTING SPECIFICATIONS FOR ANTENNA STRUCTURES.
- AISC AMERICAN INSTITUTE OF STEEL CONSTRUCTION SPECIFICATION FOR STRUCTURAL JOINTS USING ASTM A325 OR A490 BOLTS.

- NEC NATIONAL ELECTRICAL CODE ON TOWER LIGHTING KITS
- UL UNDERWRITER'S LABORATORIES APPROVED ELECTRICAL PRODUCTS.
- IN ALL CASES, PART 77 OR THE FAR RULES AND PARTS 17 AND 22 OF THE FCC RULES ARE APPLICABLE AND NITHE EVENT OF CONFLICT, SUPERSEDE ANY OTHER STANDARDS OD SPECIFICATIONS.
- IBC 2012 LIFE SAFETY CODE NFPA 101

- THE ACCESS ROAD SHALL BE BROUGHT TO BASE COURSE ELEVATION PRIOR TO FOUNDATION CONSTRUCTION.
- ANDIO CERTANIO DEPRESSIONIS WHERE WATER MAY POND.

  THE CONTRACT INCLUDES ALL NECESSIAP GRADING, BANKING, DITCHING AND UNLESS OTHERWISE, UNICATED, COVERNOR TWO NOVERS OF SURFACE COURSE. ALL ROADS OR ROUTES UTILIZED FOR ACCESS TO THE SITE, COMMENCING AT THE POINT OF INTERSECTION WHITH THE KLAREST PUBLIC THOROUGHARDE, ARE NICLUDED WHEN APPROVING A ENSTING ACCESS ROAD, CRADE THE ENSTING ROAD TO BE STANKE ANY ORGANIC MATTER AND SMOOTH THE SURFACE BEFORE PLACING FILL TO STANKE ANY ORGANIC MATTER AND SMOOTH THE SURFACE BEFORE PLACING FILL
- FILL OR STONE IN 6 INCH MAXIMUM LIFTS AND COMPACT BEFORE PLACING
- THE FINISH GRADE, INCLUDING TOP SURFACE COURSE, SHALL EXTEND A MINIMUM OF ONE FOOT BEYOND THE SITE FENCE AND SHALL COVER THE AREA AS

- E. PANCIATED.

  AREA DE JOHNE JOHNE JOHNE SIDES SLOPES OF ALL FENCED SITE AREAS, PARSONA SIGNA DE JOHNE SIDES SERVICES OF ALL FENCED SITE AREAS, PARSONA SIGNA DE JOHNE SIDES OF SIDES OF DTOI-SE SO DRAINAGE.

  REP RAPO SHANE SIDES OF SIDES OF SIDES OF DTOI-SE SO DRAINAGE.

  REP RAPO SHANE SIDES OF SIDES OF SIDES OF DOI-SE SIDES OF SIDES O
- T IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE CROWIN OF RELEASE FROM THE ANDSCAPED AREAS BY WAITENING UP TO THE POINT OF RELEASE FROM THE CONTRACT. CONTINUE TO REMOKE BARE AREAS UNTIL COMPILETE COYERAGE IS TWO DIRECTIONS IN TWICE THE QUANTITY RECOMMENDED BY THE

### 3.5 PROTECTION

- Þ
- PROTECT SEEDED AREAS FROM EROSION BY SPREADING STRAW TO A UNIFORM LOOSE DEPTH OF 1-2 INCHES, STAKE AND THE DOWN AS REQUIRED, USES OF PROSION CONTRACT MESH OR MUCHON REF WILL BE AN ACCEPTABLE ALTERNATE. ALL TREAS PLACED IN CONJUNCTION WITH A LANGSCAPE CONTRACT WILL BE WRAPED, THE WITH HOSE PROTECTION WHER AND SECURED TO 2 1 INCH × 2 INCH × 4 FOOT STEEL ANGLE EXTENDING TWO FEET INTO THE GROUND ON FOUR SIDES OF THE TREEL ANGLE EXTENDING TWO FEET INTO THE GROUND ON FOUR ALL EXPOSED AREAS SHALL BE PROTECTED AGAINST WASHOUTS AND SOIL EROSION.

# FENCE (IF REQUIRED)

### 1.1 WORK INCLUDED

refer to site plans for size and location of Fence and gates to be installed.

### 1.2 RELATED WORK

- COORDINATE FENCE GROUNDING WITH ELECTRICAL SUBCONTRACTOR. REFER TO DIVISION 2- CONCRETE FOR SPECIFICATION OF CONCRETE AND GROUT.
- 1.4 SEQUENCING
- IF THE SITE AREA HAS BEEN BROUGHT ON TO SURFACE COURSE ELEVATION PRIOR TO FENCE CONSTRUCTION, FENCE POST EXCAMPTION SPOILS MUST BE CONTROLLED TO PRECLUDE CONTAMINATION OF SIDE SURFACE COURSE.

### 1.5 SUBMITTALS

- MANUFACTURER'S DESCRIPTIVE LITERATURE.
  CERTIFICATE OF COMPLIANCE THAT SPECIFICATIONS HAVE BEEN ĕ

# 2.1 FENCE MATERIAL

- 'n
- ALL FABRIC WIRE, RALE, POLES, HARDWARE AND OTHER STEEL MATERIALS SHALL BE HOT-DIPPED CALVANIZED.

  BE HOT-DIPPED CALVANIZED.

  BE SEX FROT HIGH (VERIFY W/PROJECT MANAGER) TWO-INCH CHAIN LINK MESH OF NO. 9 GAUGE (0.149) WIRE. THE FABRIC SHALL HAVE A KNUCKADE FOR THE TOP AND BOTTOM BECSES, FABRIC SHALL CONFORM TO SPECIFICATIONS OF DASTM A-392 CLASS 1.

  ALL POSTS SHALL BE SCHEDULE 40 GALVANIZED STEEL PIPE AND SHALL BE TYPE IL ASTIM A-128 AND OF THE FOLLOWING DIAMETER (OD PER FENCE INDUSTRY

- ALL TOP AND BRACE RAILS SHALL BE! 1 1/A\* DWAFETR SCHEDULE 40 MECHANICAL SERVICE PRE FRANKES SHALL HAVE REVILLED OSREEKS. ATALL—MIDTH HORZONTAL BRACE SEQUED IN PLACE BY DEED OF AND BROCE OLIVES. ATALL—MIDTH HORZONTAL BRACE SHALL BE MERCHANTS HEAVE OF AND BROCE DUAINS. CATE HINGES SHALL BE MERCHANITS HEAVE HORSE HINGE ADAPTER WITH MODEL 6499, 188 DEGREE MITHOHALBERT, OR DEGREE ATALLBERT, OR DEGREE ATALLBE

- LITCHES, STOPS AND KEPPERS SYALL BE PROVIDED FOR ALL CATES.
  ALL STOPS SWALL HAVE KEPPERS CAPABLE OF HOLDING HIE LEFF IN THE OPEN POSITION.
  DOUBLE CANE SHALL HAVE A HEIGHT PLUNGER BAR WITH DOME CAP.
  A NO. 9 CAUGE ZINC COATED TENSION WIRE SHALL BE USED AT THE BOTTOM OF THE PABERC, TERMINALED WITH DAND CLIPS AT CORNER AND CAITE POSTS.
  HACE A SIX INCH BY 1/2 INCH DIMMETER EYE—BOLT TO HOLD TENSION WIRE AT LIFE POSTS.
- STRETCHER BARS SHALL BE 3/16 BY 3/4 INCH OR HAVE EQUIVALENT CROSS SECTION AREA.
- GATE AND END PANELS SHALL HAVE A 3/8 INCH TRUSS ROD WITH
- TURNBUCKES.

  ALL POST EXCEPT CARE POST SHALL HAVE A COMBINATION CAP AND BARBED WIRE SUPPORTING RAM, CARE POSTS SHALL HAVE A DOME CAP.

  SHOULD REAL RECURS. SHALL BE FITTED WITH DOME CAPS.

  BARBED WIRE GLARGES SHALL BE FITTED WITH DOME CAPS.

  BARBED WIRE GLARGES SHALL BE CAST IRON WITH SET BOLT AND LOCK WIRE CAPS.

  ALL CAPS. SHALL BE CAST IRON

  ALL CAPS. SHALL BE CAST IRON

  CONCRETE WILL BE MIXED PRIOR TO INSERTION INTO FIDICE POST HOLE.

### EXECUTION

### 3.1 EQUIPMENT

EXCAVATE POST HOLES WITH MECHANICAL AUGER EQUIPMENT

### 3.2 INSPECTION

EXCAVATE POST HOLES PER CONSTRUCTION DOCUMENTS, CONFIRM PROPER DEPTH AND DIAMETER OF POST HOLE EXCAVATIONS.

### 3.3 INSTALLATION

- POST FOUNDATIONS SHALL HAVE A MINIMUM SIX—INCH CONCRETE COVER UNDER

- ALL FENCE POSTS SHALL BE VERTICALLY PLUME MITHIN ONE NOY IN BORNT FEET.
  AT CORNER POSTS, GATE POSTS, MOD SIDES OF GATE FRAME, FABRIC SHALL BE ATTACHED STRETCHER AND TRISSON BAND-CUPS AT 15 NOTH INTERVALS.
  AT LUKE POSTS, FABRIC SHALL BE ATTACHED WITH BANDS-CUPS AT 15 NOTH INTERVALS.
  ATTACH FABRIC TO BRACE RALLS, TENSION WITH ET RUSS RODS WITH THE CLIPS AT 700T INTERVALS.
  FOOT INTERVALS.
  TOOT INTE
- 3.4 PROTECTION

UPON COMPLETION OF ERECTION, INSPECT FENCE MATERIAL AND PAINT FIELD CUTS OR GALVANIZING BREAKS WITH ZINC-BASED PAINT COLOR TO MATCH THE GALVANIZED PROCESS.

# at&t



CRB COMPANIES, LLC 7335 SOUTH LEWIS AVE STE 300 TULSA, OKLAHOMA 74136 (918) 949-4551

COMPANIES LLC



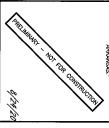
SPECIALTY TELECOMMUNICATIONS SERVICES, PROFESSIONAL ENGINEERS AND CONSULTATIS 13431 N. BROADWAY, SUITE 120 OKLUMOM CITY, OK 73114 (405) 753-7167

STATE PARK QUEEN WILHELMINA

E ADDRESS: AR 88 HWY W TALIMENA SCENIC DR. ENA, AR 71953 (NOT E911) ENA ARKANSAS 71953

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## ELECTRICAL NOTES

SHALL INCLIDE ALL LABOR, MATERIALS AND APPLIANCES REQUIRED FOR THE FURNISHING, INSTALLING AND TESTING, COMPLETE AND REJOY FOR OPERATION OF ALL WORK SHOWN ON THE DRAWING AS SPECIFIED HEREIN:

 ELECTRIC SERVICE
 CONDUIT AND RACEWAY
 CONDUCTORS 4. MISCELLANEOUS MATERIALS
5. TELEPHONE CONDUITS
6. LIGHTNING ARRESTING SYSTEM

### CODES

THE INSTALLATION SHALL COMPLY WITH ALL APPLICABLE LAWS AND CODES. THESE INCLUDE BUT ARE NOT LIMITED TO THE LATEST EDITIONS OF:

A. THE NATIONAL ELECTRICAL SAFETY CODE

B. THE NATIONAL ELECTRIC CODE — NFPA—70 C. LOCAL AND STATE AMENDMENTS
D. REGULATIONS OF THE SERVING UTILITY COMPANY

ALL PERMITS REQUIRED SHALL BE OBTAINED BY THE CONTRACTOR.

AFTER COMPLETION AND FINAL INSPECTION OF THE WORK, THE OWNER SHALL BE FURNISHED A CERTIFICATE OF COMPLETION AND APPROVAL

TESTING

GUARANTEE UPON COMPLETION OF THE INSTALLATION, OPERATE AND ADJUST ALL EQUIPMENT AND SYSTEMS TO MEET SPECIFIED PERFORMANCE REQUIREMENTS, ALL TESTING SHALL BE DONE BY QUALIFIED PERSONNEL.

# CO-ORDINATION IN ADDITION TO THE GUARANTEE OF THE EQUIPMENT BY THE MANUFACTURER, EACH PIECE OF EQUIPMENT SPECIFIED HEREN SHALL ALSO BE GUARANTEED FOR DEFECTS OF MATERIAL OR WORKMANSHIP OCCURRING DURING A PERIOD OF ONE (1) YEAR FROM FINAL ACCEPTANCE OF THE WORK BY THE OWNER, MITHOUT EXPENSE TO THE OWNER, MATERIALES CERTIFICATES & GUARANTEES FURNISHED BY THE MANUFACTURERS SHALL BE TURNED OVER TO THE OWNER, MICH.

CONTRACTOR SHALL COORDINATE ALL WORK WITH THE POWER AND TELEPHONE COMPANIES AND SHALL COMPLY WITH ALL SERVICE REQUIREMENTS OF EACH UTILITY COMPANY.

### EXAMINATION OF SITE

PRODE TO BEGINNING WORK, THE CONTRACTOR SHALL VISIT THE SITE OF THE JOB AND SHALL FAMILIARIZE HIMSELF WITH ALL CONDITIONS AFFECTING THE PROPOSED ELECTRICAL INSTALLATION AND SHALL MAKE PROVISIONS AS TO THE COST THEREOF, FAILURE TO COMPLY WITH THE MITEM OF THIS PARAGRAPH WILL IN NO WAY RELIEVE THE CONTRACTOR OF PERFORMING ALL WORK NECESSARY FOR A COMPLETE AND WORKING SYSTEM OR SYSTEMS.

# CUTTING, PATCHING AND EXCAVATION

- COORDINATION OF ALL SLEDES, CHASES, ETC., WILL BE REQUIRED PROR TO THE CONSTRUCTION OF ANY PORTION OF THE WORK ALL CLITTING AND PATCHING OF WALLS, PARTITIONS, PLOORS, AND CHASES IN CONCRETE, WOOD, STEEL OR MASSIARY SHALL BE DONE AS PROVIDED ON THE DRAWINGS.
- ALL NECESSARY EXCAVATIONS AND BACKFILLING INCIDENTAL TO THE WORK UNLESS SPECIFICALLY NOTED OTHERWISE ON THE DRAWING SHALL BE PROVIDED BY THIS CONTRACTOR.

# SEAL ALL PENETRATION THROUGH WALL AND FLOORS WITH APPROVED GROUT.

### EXTERIOR CONDUIT

ALL EXPOSED CONDUIT SHALL BE NEATLY INSTALLED AND RUN PARALLEL OR PERPENDICULAR TO STRUCTURAL ELEMENTS, SUPPORTS AND MOUNTING HARDWARE SHALL BE HOT DIPPED CALVANIZED STEEL.

- RACEWAYS ALL CONDUCTORS SHALL BE INSTALLED IN CONDUIT. ALL CONDUIT SHALL BE RIGID STEEL, EMT OR SCH 40 PVC AS INDICATED ON THE DRAWINGS.
- WHERE INSTALLED ON EXTERIORS AND EXPOSED TO DAMAGE, ALL CONDUIT SHALL BE RIGID STEEL. ALUMINUM CONDUIT SHALL NOT ALLOWED.
- CONCEALED CONDUIT IN WALLS OR INTERIOR SPACES ABOVE GRADE MAY BE EMT.
- UNDERGROUND CONDUITS SHALL BE RIGID STEEL OR SCHEDULE 40 PVC AS INDICATED ON THE DRAWINGS.
- ALL CONDUIT RUNS SHALL USE APPROVED COUPLINGS AND CONNECTORS. PROVIDE INSULATED BUSHING FOR ALL TERMINATIONS, ALL CONDUIT RUNS IN A WET LOCATION SHALL HAVE WATERPROOF FITTINGS.
- PROVIDE SUPPORTS FOR ALL CONDUTS IN ACCORDANCE WITH NEC REQUIREMENTS, ALL CONDUTS SHALL BE SIZED AS REQUIRED BY NEC.
- BURIAL DEPTH OF ALL CONDUITS SHALL BE AS REQUIRED BY CODE FOR EACH SPECIFIC CONDUIT TYPE AND APPLICATION
- CONDUIT ROUTES ARE SCHEMATIC. CONTRACTOR SHALL FIELD VERIFY BEFORE BID. COORDINATE ROUTE WITH WIRELESS CARRIER AND BUILDING OWNER.

- EQUIPMENT

  1. ALL DISCONNECT SWITCHES SHALL BE SERVICE ENTRANCE RATED, HEAVY DUTY TAPE.
- NEW CIRCUIT BECAGES SHALL BE RATED TO WITHSTAND THE MAXIMUM AVAILABLE FAULT CURRENT AS DETERMINED BY THE LOCAL UTILITY. CONTRACTOR SHALL VERIFY MAXIMUM AVAILABLE FAULT CURRENT, AND COORDINATE INSTALLATION WITH THE LOCAL UTILITY BEFORE STARTING WORK.

- CONDUCTORS

  1. FURNISH AND INSTALL CONDUCTORS CALLED FOR IN THE DRAWINGS, ALL CONDUCTORS SHALL HAVE TYPE THAIN (MIN) (75' INSULATION, RATED FOR 600 VOLTS.
- ALL CONDUCTORS SHALL BE COPPER, THE USE OF ALUMINUM CONDUCTORS SHALL NOT BE ALLOWED. ALL CONDUCTORS SHALL BE USED AND SHALL BE PROVIDED AND INSTALLED AS FOLLOWS:
- MINIMAN WRIE SIZE SHALL BE \$12 AMC.
  ALL CONNECTIONS SIZE \$4 AND LANGER SHALL BE STRANDED. CONDUCTORS SIZED \$10 AND SAMLER MAY BE SOUD OR STRANDED.
  CONNECTION FOR \$10 AMC AND SAMLER SHALL BE BY INSTING TIGHT AND INSTILLING INSULATED PRESSURE OR WIRE NUT
  CONNECTION FOR \$8 AMC AND LARGER SHALL BE BY USE OF STEEL CRIMP—ON SLEEVES WITH INTLON INSULATOR.

- ALL CONDUCTORS SHALL BE COLOR CODED IN ACCORDANCE WITH NEC STANDARDS
- 4 THE RACEWAY SYSTEM SHALL BE COMPLETE BEFORE INSTALLING CONDUCTORS.

PENETRATIONS 1. CONTRACTOR SHALL COMPLY WITH UL PENETRATIONS DETAILS FOR PENETRATIONS OF ALL RATED WALLS, ROOF, ETC.

### GROUNDING

- ALL ELECTRICAL, NEUTRALS, RACEMYS AND NON-CURRENT CARRONG PARTS OF ELECTRICAL ENEUTRAL COMPUTIONS AND BIOLOGUESS
  SMALL BE GROUNDED IN ACCORPANCE WITH NEW ARTICLE CONTINUES NEUTRAL COMPUTIONS, CONFIDENCES,
  CABINETS, BOXES, GROUND BUSSES, ETC. THE NEUTRAL CONDUCTOR FOR EACH SYSTEM SHALL BE GROUNDED BY ONE FOUR DAILY.
- PROVIDE GROUND CONDUCTOR IN ALL RACEWAYS.
- PROVIDE BONDING AND GROUND TO MEET NFPA 780 LIGHTNING PROTECTION AS A MINIMUM.
- PROVIDE GROUNDING SYSTEM AS INDICATED ON THE DRAWINGS, AS REQUIRED BY THE NATIONAL ELECTRIC CODE AND RADIO EQUIPMENT MANUFACTURER.
- ALL GROUNDING SYSTEM CONDUCTORS AND CONNECTIONS BELOW GRADE SHALL BE THERWAL WELDS AT GROUND RODS AND AT A MIN. OF 30° BLOW GRADE.
- ALL INSTALLATIONS SHALL BE VERIFIED
- ALL GROUND WIRE SHALL BE #2 AWG BARE SOLID TINNED COPPER UNLESS NOTED OTHERWISE
- ALL GROUND WIRES SHALL PROVIDE A STRAIGHT DOWNWARD PATH TO GROUND RING WITH GRADUAL BEND AS REQUIRED. GROUND WIRES SHALL NOT BE LOOPED OR SHAPPLY BENT.
- THE CONTRACTOR SHALL COORDINATE INSTALLATION OF GROUND RODS AND GROUND RING WITH FOUNDATION AND UNDER GROUND CONDUIT.
- ö
- : ANTENNA GROUND KITS SHALL BE FURNISHED BY UNITL AND INSTALLED BY ELECTRICAL CONTRACTOR. Each equipment cabinet shall be connected with (2) #2 and insulated solid tinned copper wire to ground bar. Equipment cabinets shall each have (2) connections.
- 12. KOPR-SHIELD ANTI-OXIDATION COMPOUND SHALL BE USED ON ALL GROUNDING CONNECTIONS.
- ü ALL EXOTHERANC CONNECTIONS SHALL BE INSTALLED UTILIZING THE PROPER CONNECTION/MOLD AND MATERIAL FOR THE PARTICULAR APPLICATION.
- **7** ALL BOLTED GROUNDING CONNECTIONS SHALL BE INSTALLED WITH A LOCK WASHER UNDER THE NUT. HARDWARE FOR BOLTED CONNECTIONS SHALL BE A MINIMUM OF  $3/8^\circ$  and shall be stanless steel
- <u>ن</u> 6. PLASTIC CLIPS OR METAL CLIPS WHICH DO NOT COMPLETELY SURROUND THE GROUNDING CONDUCTORS SHALL BE USED TO FASTEN AND SUPPORT GROUNDING CONDUCTORS, FERROUS METAL CLIPS WHICH COMPLETELY SURROUND THE GROUNDING CONDUCTOR SHALL NOT BE USED. GROUNDING WIRE SHALL NOT BE INSTALLED OR ROUTED THROUGH HOLES IN ANY METAL OBJECTS OR SUPPORTS TO PRECLUDE ESTABLISHING A "CHOKE" POINT.
- 17. STANDARD BUSS BARS (CIGBE AND MICB) SHALL BE FURNISHED AND INSTALLED. THEY SHALL NOT BE FABRICATED OR MODIFIED IN THE FIELD.
- ,<del>1</del> THE GROUNDING CONNECTION TO THE POWER AND TELCO SECTIONS OF THE PPC CABINET SHALL BE MADE BY CONNECTION A CONDUCTOR FROM THE GROUND RING TO THE FACTORY FURNISHED BUSS BAR IN EACH COMPARTMENT.
- 19. THE CONTRACTOR SHALL SUPPLY UNIT: WITH RESULTS FROM PRE-CONSTRUCTION (CO-LOCATION ONLY) AND POST-CONSTRUCT OHM TESTING (GROUND) RESULTS.
- 20. THE COMPACTOR SHALL BE RESPONSIBLE TO PROMDE A "FALL OF POIDVINAL" TEST ON THE NEW SUPPLEMENTAL GROUND FIELD PRICE TO FINAL CONNECTION OF THE REDWINNING SYSTEM IS EQUIPMENT. THE STEET SHALL BE PERFORMED BY A CHAM-FIED AND CERTIFIED TESTING AGENT. PROMDE INDEPENDENT ITSE RESULTS OF THE PROMOTE INDEPENDENT ITSE RESULTS OF THE PROMOTE THE GROUND SYSTEM RESISTANCE TO BERTH SHALL NOT EXCEED SHALL THE GROUND SYSTEM BE RESPONSIBLE TO PROMDE ADDITIONAL GROUND CONNECTIONS AS REQUIRED TO METT HE S CHAILS MAY.
- 21. F COAX ON ICE BROCE IS MORE THAN 6"-0" FROM A GROUND AB AT THE BASE OF THE TOWER, A SECOND GROUND BAR WIL NEEDED AT THE BUY OF THE ICE BROCE RUN TO GROUND THE COAX GROUND KIT AND THE IN-LINE SURGE ARRESTOR (SURGE ARRESTORS INSTALLED BY LUCENT ONLY HAVE A 6"-0" LOOD)
- CONTRACTOR SHALL REPAIR/REPLACE EXISTING GROUNDING SYSTEM COMPONENTS DAMAGED DURING CONSTRUCTION AT THE CONTRACTORS EXPENSE.

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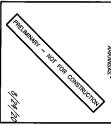
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### **ARL01740**

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### PROJECT NOTES

- ALL REFERENCES TO THE OWNER IN THESE DOCUMENTS SHALL BE CONSIDERED UNITI OR ITS DESIGNATED REPRESENTATIVE.
- ALL WORK PRESENTED ON THESE DRAWNINGS MUST BE COMPLETED BY THE CONTRACTOR NULLESS NOTED OTHERWISE. THE CONTRACTOR MUST HAVE CONSIDERABLE DEPRETENCE OF PREPORMANCE OF WORK SMULRE TO THAT DESCRIBED HERBIN, BY ACCEPTANCE OF THIS ASSIGNMENT, THE CONTRACTOR IS ATTESTING THAT HE DOES HAVE SUFFICIANT DEPRETENCE AND ABILITY, THAT HE IS KOMMEDICABLE OF THE WORK TO BE PERFORMED AND THAT HE IS PROPERLY LICENSED AND PROPERLY REGISTERED TO DO HIS WORK IN THE STATE OF REALWASSAS.
- WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE IBC 2015.
- UNLESS SHOWN OR NOTED OTHERWISE ON THE CONTRACT DRAWINGS, OR IN THE SPECIFICATIONS, THE FOLLOWING NOTES SHALL APPLY TO THE MATERIALS USTED HEREIN, AND THE THE PROCEDURES TO BE USED ON THIS PROJECT.
- ALL HARDWARE ASSEMBLY MANUFACTURER'S INSTRUCTIONS SHALL BE FOLLOWED EXACTLY AND SHALL SUPERSEDE ANY CONFLICTING NOTES ENCLOSED HEREIN.
- IT IS THE CONTRACTOR'S SOLE RESPONSIBILITY TO INFERMINE ERECTION PROCEDURE AND SEQUENCE TO MISURE THE SMETT OF THE STRUCTURE AND ITS COMPONENT PARTS DURING RESCIONN AND/OR FIELD MODIFICATIONS. THIS INCLUDES BIT IS NOT MINTED FOR THE MODIFICATION OF THE PROCEDING, CONTRACTION AND THE PROCEDING AND SHALL REDWIN THE CONTRACTION AFTER THE COMPLETION OF THE PROCECT.
- ALL DIMENSIONS, ELEMITONS, AND EXISTING CONDITIONS SHOWN ON THE DRAWINGS SHALL BE FIELD REPRED BY THE CONTRACTOR PRIOR TO BECINNING ANY MATERIALS GROENING, PABRICATION OR CONSTRUCTION WORK ON THIS PROJECT, CONTRACTOR SHALL NOT SCALE CONTRACT DRAWINGS IN LIEU OF FIELD VERMICATIONS SHALL BE MANEDAETT REQUIRED TO THE ATTENTION OF FIELD WORKER AND THE OWNERS OF BOUNDER. THE DISCREPANCIES MIST BE REQUIVED BEFORE THE CONTRACTOR IS TO PROCEED WITH THE WORK, THE CONTRACTOR DOCUMENTS DO NOT INDICATE THE METHOD OF CONSTRUCTION HE CONTRACTOR SHALL SUPPRINCE HID DISCREPANCIES, AND SHALL BE SOLLY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUEDICES, AND PROCEDURES, OBSERVATION MISTS TO THE SITE BY THE QUINTER MOD/OR THE ENGINEER SHALL NOT INCLUDE INSPECTION OF THE PROTECTIVE MEASURES OR THE PROCEDURES.
- ALL MATEMALS AND EQUIPMENT FURNISHED SHALL BE NEW AND OF COOD QUALITY, FREE FROM FAULTS AND GOETECTS AND UN CONFEDENANCE WITH THE CONTRACT DOCUMENTS. ANY AND ALL SUBSTITUTIONS MUST BE PROPERTY, APPROVED AND ATHORIZED IN WRITING BY THE OWNER AND EXCHERE PROPE TO INSTALLATION, THE CONTRACTIOR SHALL PURINSHS MATEFACTION? ENDERVICE AS TO THE KIND AND QUALITY OF THE MATEMALS AND EQUIPMENT BEING SUBSTITUTED.
- THE COMPACTOR SHALL BE RESPONSIBLE FOR INITIATING, MANTIANING, AND SUPERVISING ALL SAFETY PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THE WORK. THE CONTRACTOR IS RESPONSIBLE FOR ENSURING THAT THIS PROJECT AND RELATED WORK COMPLEX WITH ALL APPLICABLE LOCAL, STATE, AND FEDERAL SAFETY CODES AND REGULATIONS GOVERNING THIS WORK.
- 10. ACCESS TO THE PROPOSED WORK SITE MAY BE RESTRICTED. THE CONTRACTOR SHALL COORDINATE INFORMED CONSTRUCTION ACTIVETY, INCLUDING WORK SCHEDULE AND MATERIALS ACCESS, WITH THE RESIDENT LEASING AGENT FOR APPROVAL.
- 11. ALL PERMITS THAT MUST BE OBTAINED ARE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR WILL BE RESPONSIBLE FOR ABIDING BY ALL CONDITIONS AND REQUIREMENTS OF THE PERMITS.
- 12. IN APPLICABLE, ALL CONCRETE WORK SHALL COMPLY TO LOCAL CODES AND THE ACI 318-08, "BUILDING REQUIREMENTS FOR STRUCTURAL CONCRETE"
- 13. 24 HOURS PRIOR TO THE BEGINNING OF ANY CONSTRUCTION, THE CONTRACTOR MUST NOTIFY THE APPLICABLE JURISDICTIONAL (STATE, COUNTY, OR CITY) ENGINEER.
- 14. ALL MATERIALS AND WORKMANSHIP SHALL BE WARRANTED FOR ONE YEAR FROM ACCEPTANCE DATE.
- 15. ALL TOWER DIMENSIONS SAMUL BE VERRED WITH THE PLANS (AUTEST RECISION) PERGR TO COMMENCING OWNERS AND MOST THE REQUIRED REMORATED AND DISCORDANCES AND DISCORDED THE REMOVERS SHALL HAVE A SET OF APPROVED PLANS AVAILABLE AT THE SITE AT ALL TIMES WHILE MORK IS BEING PERFORMED. A DESIGNATED RESPONSIBLE EMPLOTEE SHALL BE AVAILABLE FOR CONTACT BY GOVERNING AGENCY INSPECTORS.
- ALL TOWER MODIFICATION WORK SHALL BE IN ACCORDANCE WITH TIA-1019-A STANDARD FOR INSTALLATION, ALTERATION AND MAINTENANCE OF ANTENNA SUPPORTING STRUCTURES AND ANTENNAS

### PCS - PERSONAL COMMUNICATION SYSTEM NEC - NATIONAL ELECTRIC CODE KW - KILOWATTS IGR - INTERIOR GROUND RING (HALO) IGB - ISOLATED GROUND BAR GRD - GROUND GPS - GLOBAL POSITIONING SYSTEM GEN - GENERATOR FSC - FLEXIBLE STEEL CONDUIT EMT - ELECTRIC METALLIC TUBING EGR - EXTERNAL GROUND RING DISC - DISCONNECT CKT - CIRCUIT BKR - BREAKER BFG - BELOW FINISHED GRADE BCW - BARE COPPER WIRE ATS - AUTOMATIC TRANSFER SWITCH AFG - ABOVE FINISHED GRADE C - CONDUIT AWG - AMERICAN WIRE GAUGE A - AMPERE W - WATTS V - VOLTAGE XFMR - TRANSFORMER UL - UNDERWRITERS LABORATORIES RGS - RIGID GALVANIZED STEEL CONDUIT PVC - SCH 40 RIGID NON-METALLIC CONDUIT PNLBD - PANEL BOARD XMTR - TRANSMITTER TGB - TOWER GROUND BAR SW - SWITCH -UGT--UGP-**©** $\blacksquare \otimes \blacktriangleright$ **EGEND** GROUND ROD UNDERGROUND BONDING AND GROUNDING CONDUCTOR KILOWATT - HOUR METER UNDERGROUND TELEPHONE CONDUIT UNDERGROUND ELECTRICAL CONDUIT GROUND ROD WITH INSPECTION WELL



11520 FINANCIAL CENTRE PARKWAY UTILE ROCK, AR 72211 PH: (501) 952—2040



COMPANIES LLC

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ABBREVIATIONS

PRODUCED BY: 515

YECHALY TELECOMMUNICATIONS SERVICES,
PROFESSIONAL ENGINEERS
AND CONSULTANTS
13-31 N. BROADWAY, SUITE 120
OKLAHOMA CITY, OK 73114
(405) 753-7167

STATE PARK QUEEN WILHELMINA

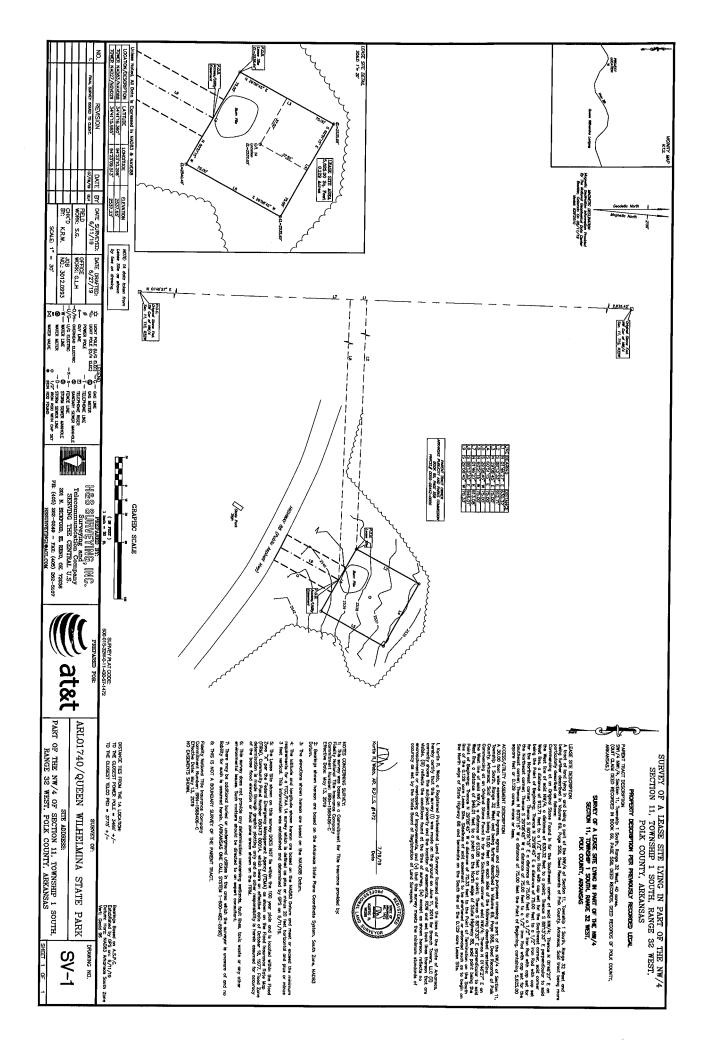
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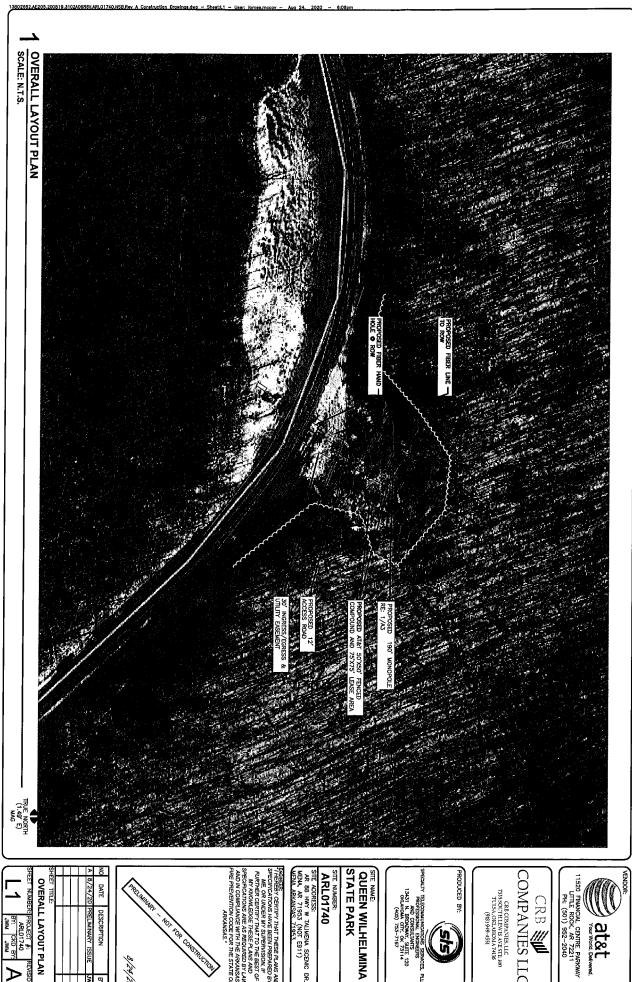
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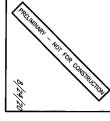
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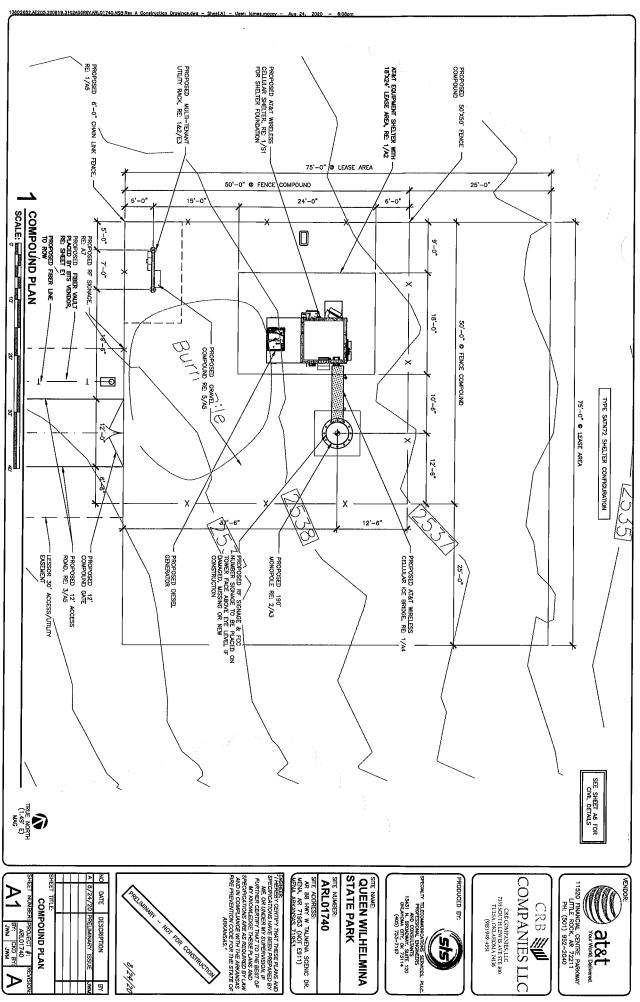
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MODULAR SHELTER GENERATOR
PAD SHELTER DOOR STOOP, RE: S1 SHELTER SHELTER WORK LIGHT - PROPOSED DIESEL SDC20 GENERATOR SHELTER WORK LIGHT SPECIALTY TELECOMMUNICATIONS SERVICES, PLUC.
PROFESSIONAL ENGINEERS
15451 N. BROJMWY, SUITE 120
OGLUDIAN GTY, OK 725114
(405) 733-7167 SITE NUMBER: ARL01740 SITE ADDRESS:

AR 88 HWY W TALIMENA SCENIC DR.

MENA, AR 71953 (NOT E911)

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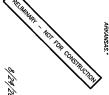




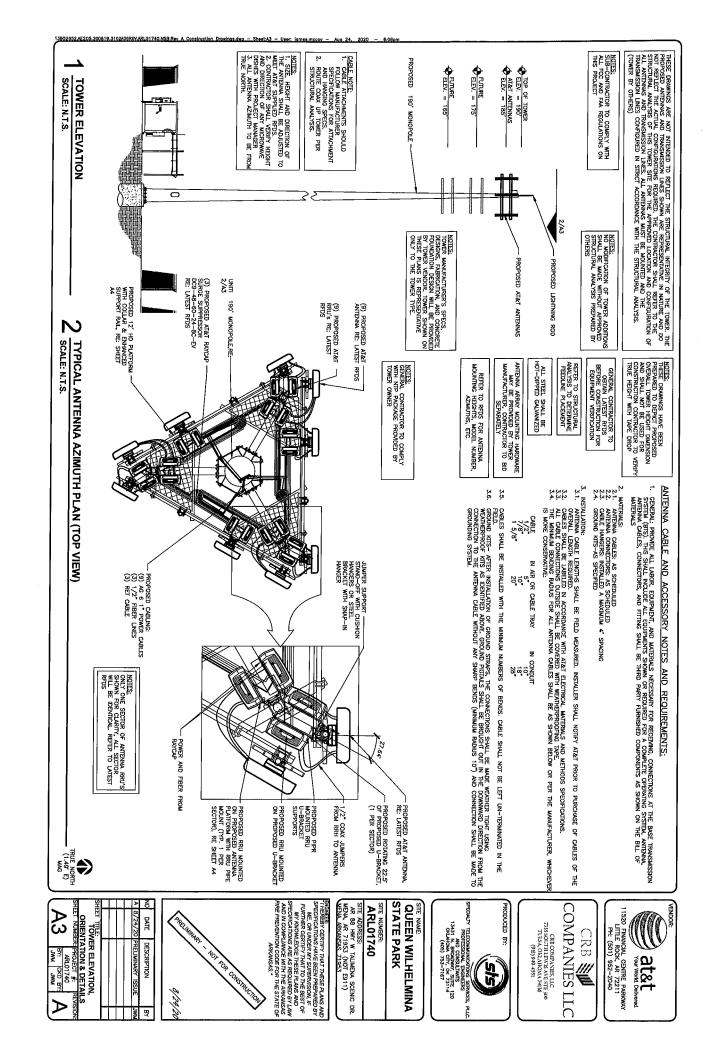


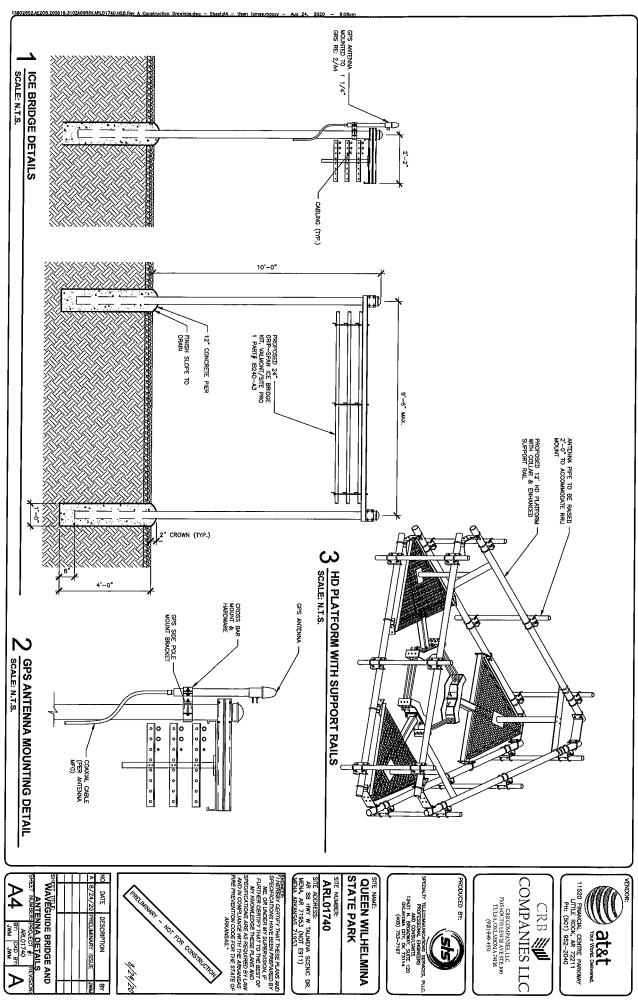


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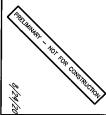


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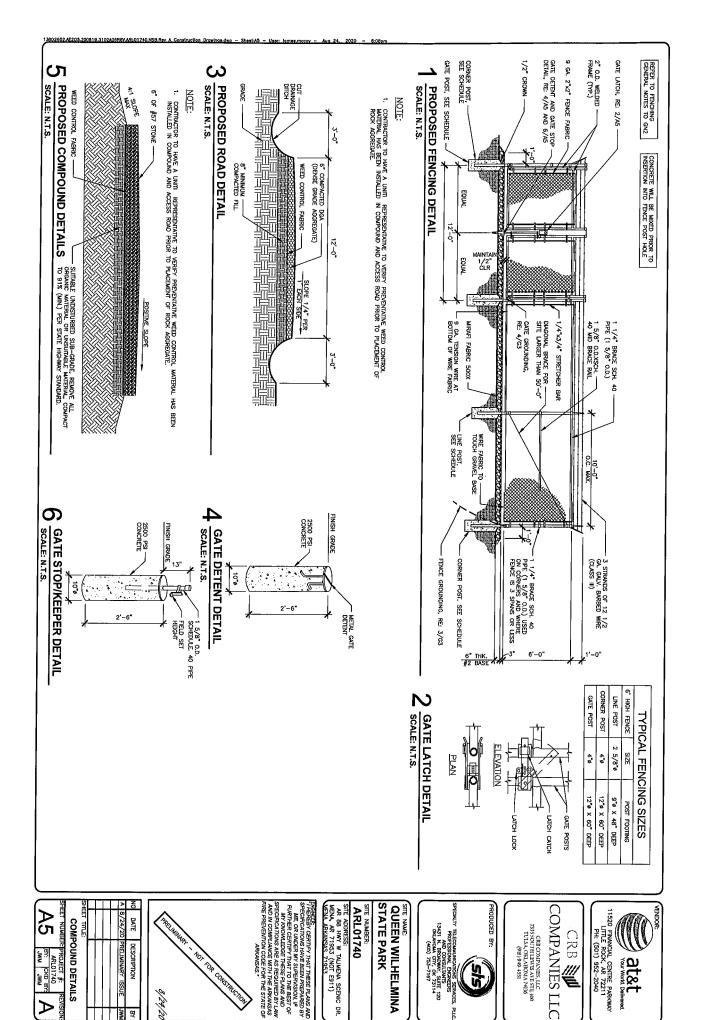




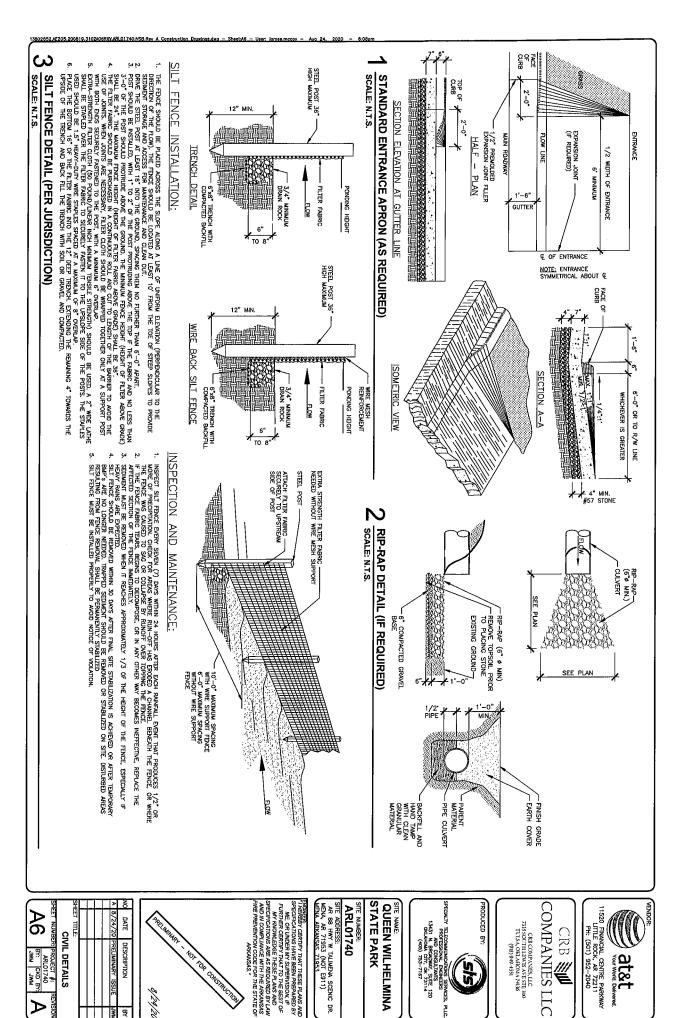
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### INFORMATION

ACTIVE ANTENNAS ARE MOUNTED ON THE OUTSIDE OF THIS BUILDING BEHIND THIS PANEL ON THIS STRUCTURE STAY BACK A MINIMUM OF 3 FEET FROM THESE ANTENNAS

Cortact ARVI Methilly at 800-638-2822 and follow their instructions prior to performing any maintenance or repairs closer than 3 feet from the orderinas. This is AT&T Mobility site: ARL01740

FOR ALET-OWNED CELL TOWERS AND OTHER-OWNED TOWERS WHERE ATEA MOBILITY IS PROMITED TO DOST RE SURFACE SIGNAGE. THE TYPICAL RF EXPOSURE SIGNAGE COMSISTS OF AN INFORMATION SIGN INSTALLED ON ENTRANCE CAITES OR ADJACENT TO THE "CAUTION" SIGNS REQUIRED TO BE INSTALLED AT ACCESSES TO EACH CLIMBING LADDER AT THE TOWER. "INFORMATION" SIGNS OPEN OLDHICAR PREMITTED TO BE INSTALLED ON EQUIPMENT CABINETS OR BUILDINGS.

GLASS MAIN ENTRY DOORS MAY BE "BRANDED" WITH ATZ'I MOBILITY LOGO PROVIDING THIS IS NOT A LIGHTED / "MARQUIS" SICN, IN CERTAIN CASES WHERE A SITE IS UNMANNED. EXTEROR DOOR SIGNS MAY BE OMITTED TO PREVENT DRAWING UNDUE ATTENTION TO THE SITE. FOR THESE TYPES OF SITES, THE MARKET MAY ELECT TO HARDEN ESCURITY IN A MORE INVISIBLE MANNER. IT IS THE RESPONSIBILITY OF THE MARKET TO MAKE PRUDENT DECISIONS FOR UNMANNED CORE SITES ON A CASE BY CASE BASIS

### INFORMATION

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SCALE: N.T.S. SIGNAGE DETAIL

CAUTION

Authorized Personnel Only

## Property of AT&T

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1. SIGNS TO BE MOUNTED ON THE OUTSIDE OF ACCESS GATE TO THE EXISTING COMPOUND

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LITTLE ROCK, AR 72211
PH: (501) 952-2040



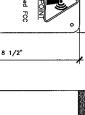
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Rodio frequency ("RF") emissions may exceed FCC Standards for general public exposure. Only authorized workers permitted to enter.

FOR YOUR SAFETY:
Obey all posted signs.
Maintain minimums distance of 7 feet from all antennas. Do not step in front of antennas.

For further information, please call (877)611-5868 of and reference site number: ARL01740

2 SIGNAGE DETAIL SCALE: N.T.S. RF NOTICE SIGN (WHITE METAL SIGN W/ BLACK LETTERING)



Radio frequency fields beyond this point may exceed the FCC general public exposure limit.

Obey all posted signs and site guidelines for working in radio frequency environments.

QUEEN WILHELMINA

In accordance with Federal Communications Commission rules on radio frequency emissions 47 CFR 1.1307 (b)



COMPANIES LLC

CRB 🕊

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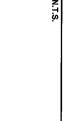
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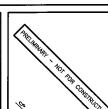
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WENA ARKANSAS 71953

ARL01740 STATE PARK

# 3 SIGNAGE DETAIL SCALE: N.T.S.



MY KNOWLEDGE THESE PLANS AND SPECIFICATIONS ARE AS REQUIRED BY LAW AND IN COMPLIANCE WITH THE ARKANSAS HIRE PREVENTION CODE FOR THE STATE OF ARKANSAS."



Š.	
DATE	PRETAMARY
DESCRIPTION	167 734
	8/24/20
BY	20

Y Y	오			Α	8	1
	SHEET TITLE:			8/24/20	DATE	
SIGNAGE DETAILS  SHEET NUMBER:  PROJECT #:  R  ARL01740  BY:   COR BY:    JWM   JWM    JWM   JWM				PRELIMINARY ISSUE	DESCRIPTION	
> so		4		ΨĽ	cg cg	

# 4 SIGNAGE DETAIL SCALE: N.T.S.

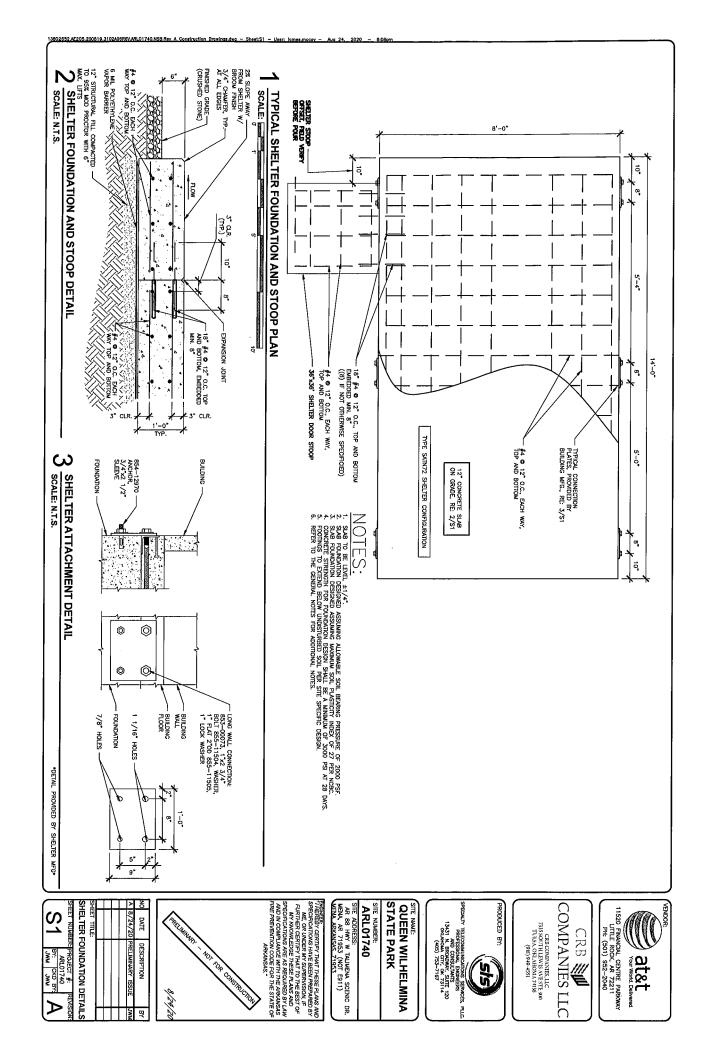
TRESPASSING N O

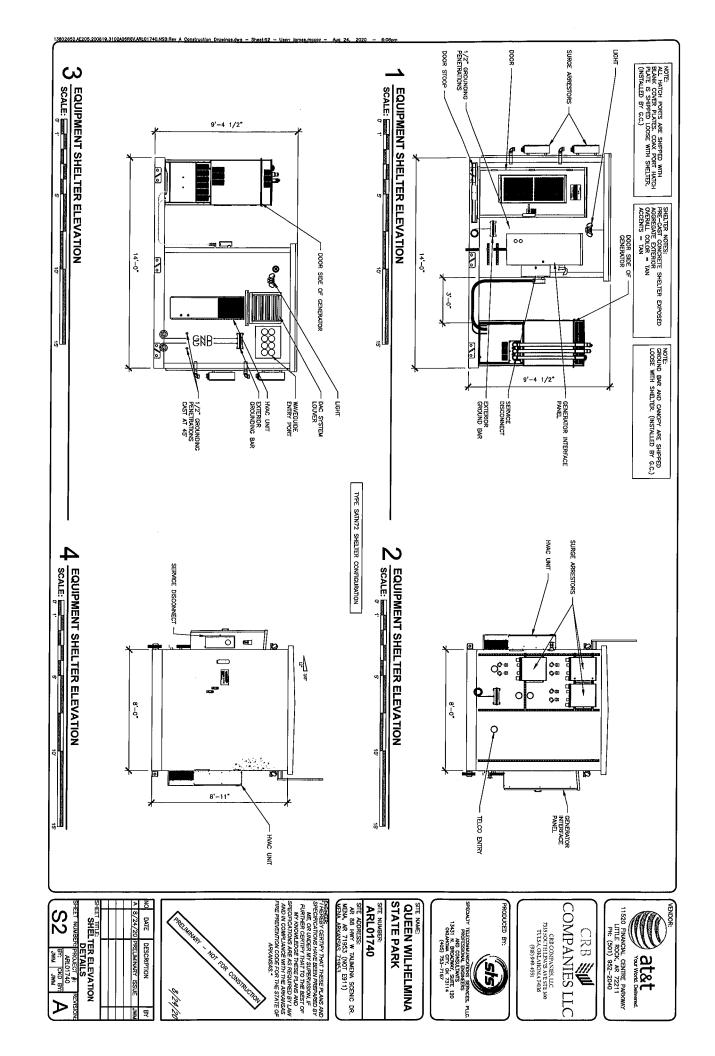
Beyond this point.
Radio frequency fields at this site may exceed FCC rules for human

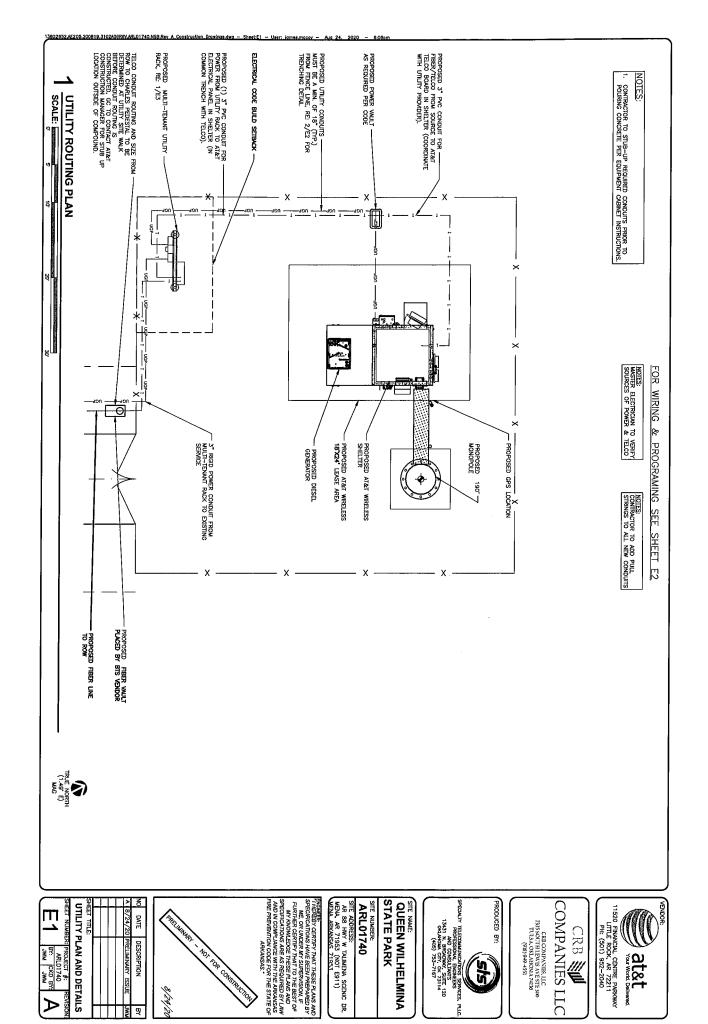
For your safety, obey all posted signs and site guidelines for working in radio frequency environments.

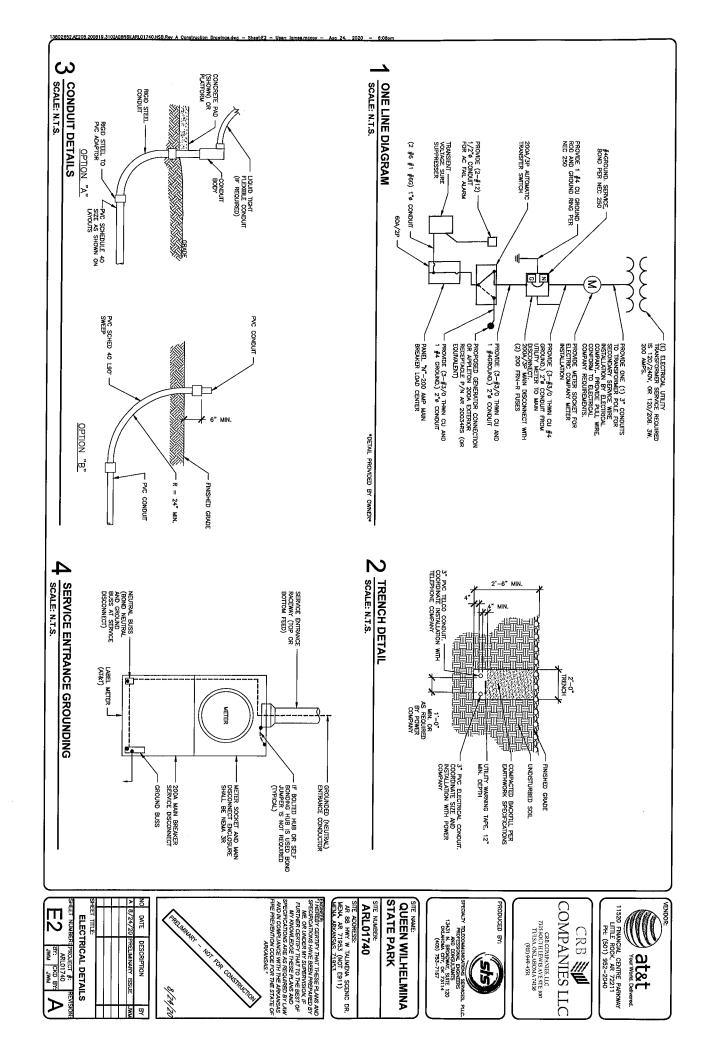
# 5 TOWER SIGNAGE DETAIL SCALE: N.T.S.

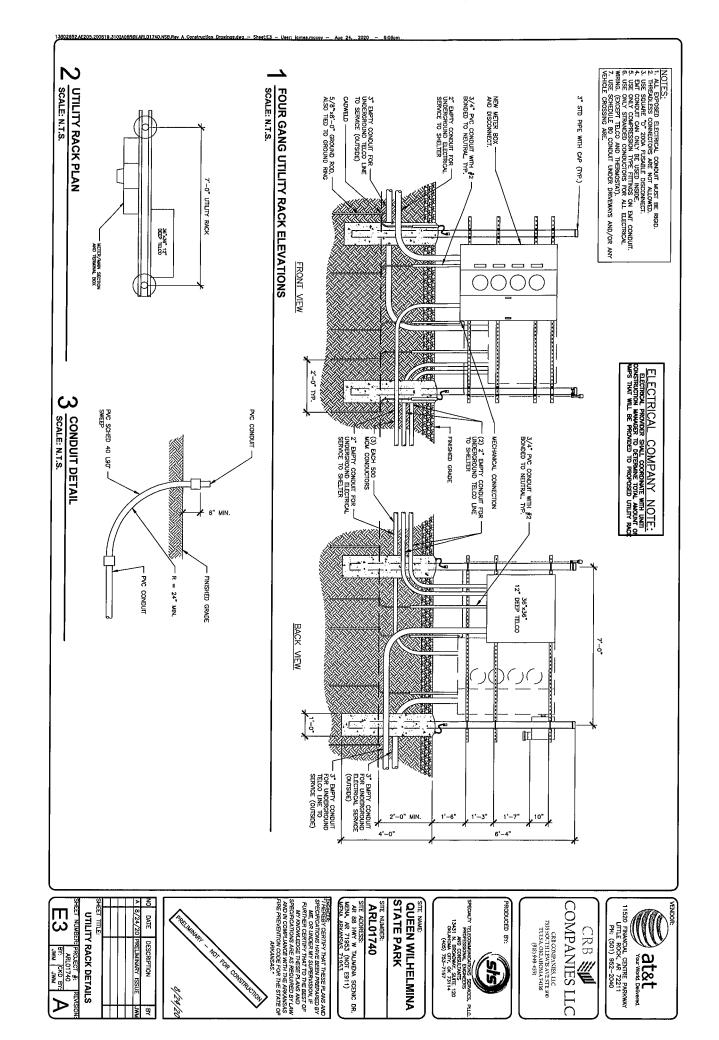
NO TRESPASSING

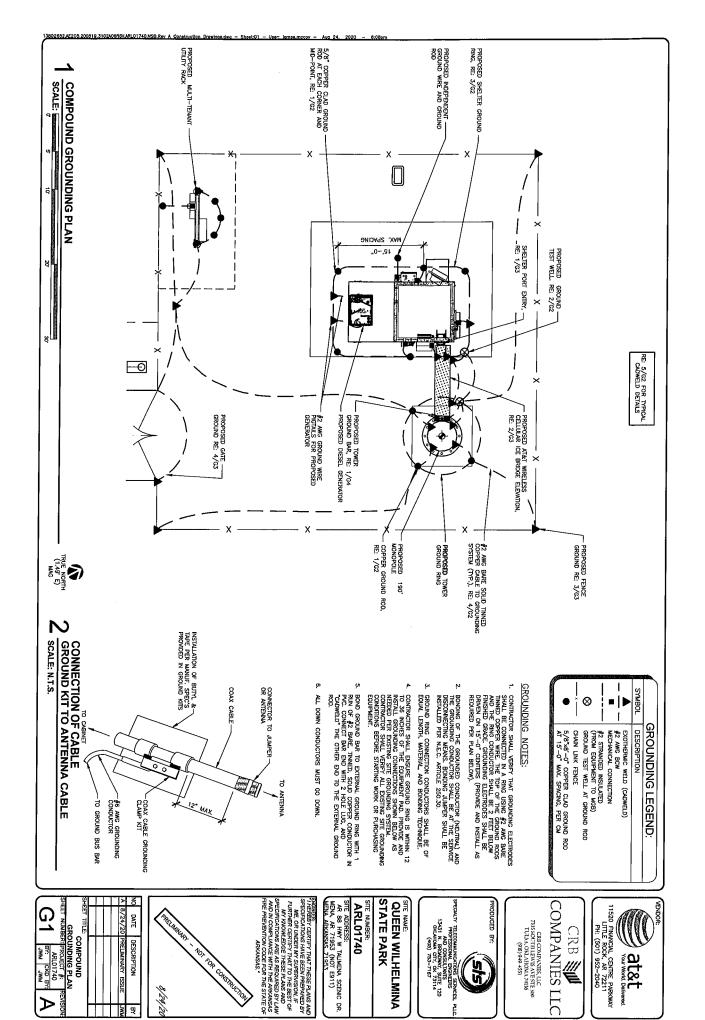


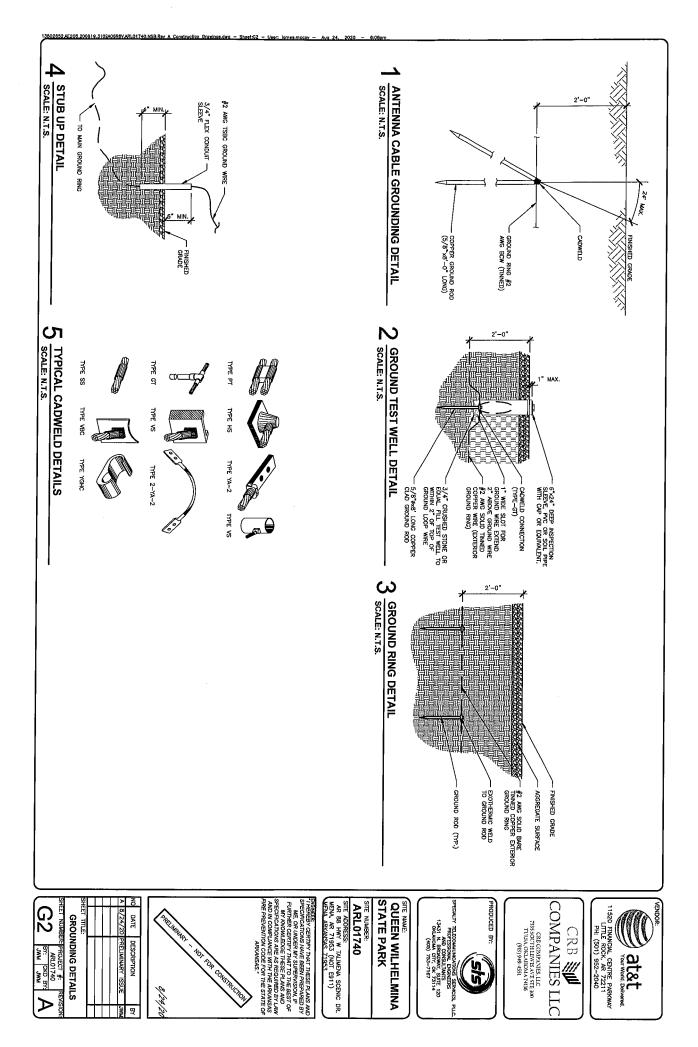


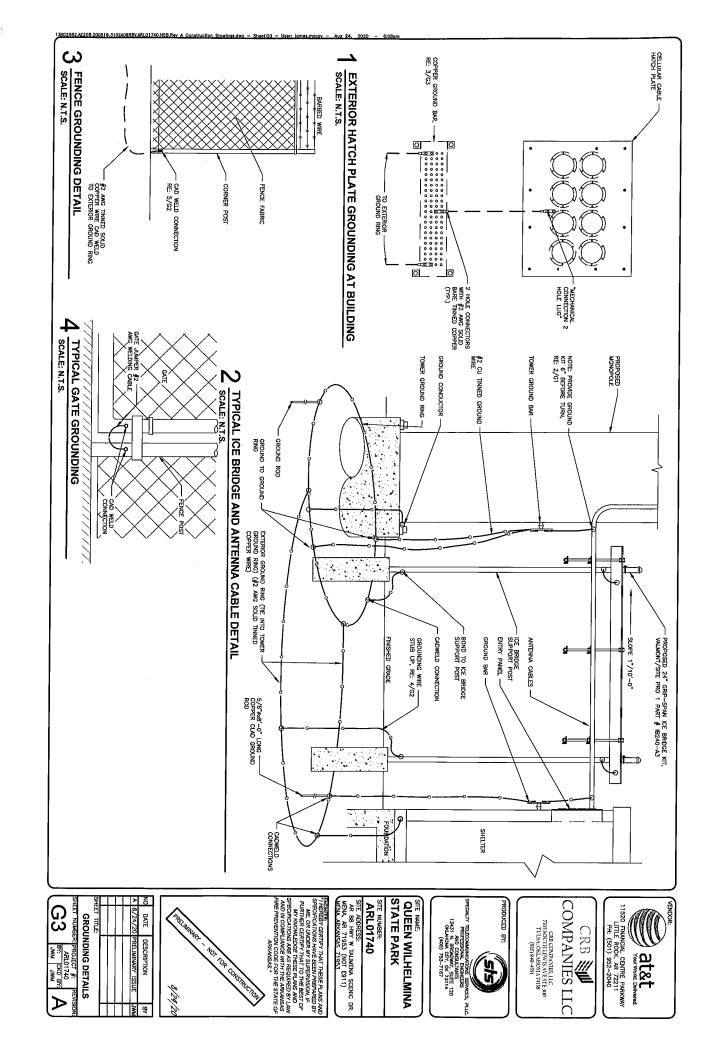


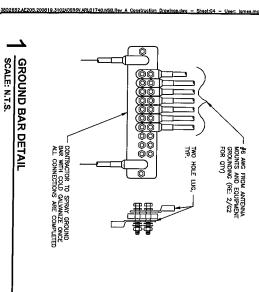












# 2 MECHANICAL CONNECTION DETAILS SCALE: N.T.S.

- 2. BURNISH MOUNTING SURFACE TO REMOVE PAINT IN THE AREA OF THE CONNECTOR.

1. CHOOSE BOLT LENGTH TO ALLOW A MIN. OF THREE THREADS EXPOSED.

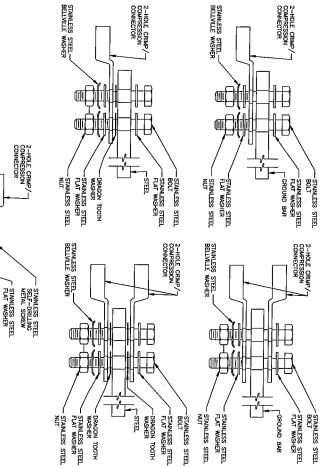
DRAGON TOOTH-WASHER

METALLIC OBJECT

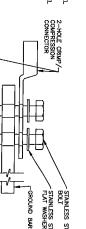
- 3. APPLY ANTI-OXIDANT COMPOUND TO MATING SURFACE OF CONNECTOR AND WIPE OFF EXCESS COMPOUND.
- 4. APPLY CLEAR HEAT SHRINK OVER ENTIRE LENGTH OF LABEL FOR PROTECTION. (REFER TO CONDUCTOR LABELS SECTION.)







1. CONTRACTOR TO APPLY COPPER SHIELD OR NO-OX. GROUND BAR SHALL BE SIZED TO ACCOMMODATE ALL GROUNDING CONNECTIONS REQUIRED PLUS PROVIDE 50% SPARE CAPACITY.





SITE ADDRESS:

AR 88 HWY W TALIMENA SCENIC DR.
MENA, AR 71953 (NOT E911)
MENA ARKANSAS 71953

EREBY CERTIFY THAT THESE PLANS AND CIFICATIONS HAVE BEEN PREPARED BY ME, OR UNIDER MY SUPERVISION, IF

ARL01740

SPECIALTY TELECOMMUNICATIONS SERVICES, PROPESSIONAL ENGINEERS
AND CONSULTANTS
13-31 N. BROADWAY, SUITE 120
OKLAHOLM CRY, OK 73114
(403) 753-7167 5/5









### EXHIBIT 12 STANDARD ACCESS LETTER

[FOLLOWS ON NEXT PAGE]

### Arkansas Department of Parks, Heritage, and Tourism Division of State Parks

, 2020
Building Staff / Security Staff New Cingular Wireless, PCS LLC 1025 Lenox Park Blvd NE, 3 <sup>rd</sup> Floor, Atlanta, GA 30319
Re: Authorized Access granted to New Cingular Wireless, PCS LLC
Dear Building and Security Staff,
Please be advised that we have signed a lease with New Cingular Wireless, PCS LLC permitting New Cingular Wireless, PCS LLC to install, operate and maintain telecommunications equipment at the property. The terms of the lease grant New Cingular Wireless, PCS LLC and its representatives, employees, agents and subcontractors ("representatives") 24 hour per day, 7 day per week access to the leased area.
To avoid impact on telephone service during the day, New Cingular Wireless, PCS LLC representatives may be seeking access to the property outside of normal business hours. New Cingular Wireless, PCS LLC representatives have been instructed to keep noise levels at a minimum during their visit.
Please grant the bearer of a copy of this letter access to the property and to leased area. Thank you for your assistance.
Landlord Signature

### EXHIBIT 24(b)

### MEMORANDUM OF LEASE

[FOLLOWS ON NEXT PAGE]

### MEMORANDUM OF LEASE

of One C LLC, a I	This Memorandum of Lease is entered into of Arkansas Department of Parks, Heritage, and Capitol Mall, Little Rock, AR 72201 (hereing Delaware limited liability company, having GA 30319 ("Tenant").	d Tourism, Division of State Parks, havi after called " <b>Landlord</b> "), and New Cin	ng a mailing address gular Wireless PCS
1	1. Landlord and Tenant entered into a certai day of , 20 installing, operating and maintaining a comportion of the property of Landlord (the Tenant will have the contractual right to other improvements on the property of information are set forth in the Agreement	20, for the purpose of providing Tommunication facility and other improveremises"). Upon Tenant's timely exemples install, operate, and maintain a communication. All of the contractual term	enant an option of rements on a certain reise of such option, nication facility and
2	2. Upon timely exercise of Tenant's option, the effective date of written notification by four (4) successive automatic five (5) year the option to negotiate to renew this Agres successive five (5) year options to renew.	y Tenant to Landlord of Tenant's exercisus options to renew. Thereafter, Landlosement, by way of an amendment, for a	se of its option, with
3	3. The portion of the land being leased to Ter easements are described in <b>Exhibit 1</b> annual	nant upon Tenant's timely option exercis exed hereto.	e and the associated
4. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed as amending or modifying, any of the terms, conditions or provisions of the Agreement are hereby ratified and affirmed. In the event of a conflict between the provided Memorandum of Lease and the provisions of the Agreement, the provisions of the Acontrol. The Agreement shall be binding upon and inure to the benefit of the parespective heirs, successors, and assigns, subject to the provisions of the Agreement.			
IN WIT! above wr	NESS WHEREOF, the parties have execute itten.	ed this Memorandum of Lease as of the	e day and year first
LANDLO	ORD:	TENANT:	
Arkansas Department of Parks, Heritage, and Tourism, State Parks Division		New Cingular Wireless PCS, LLa a Delaware limited liability comp	
By:	cos Crody Smarr	By: AT&T Mobility Corporation Its: Manager	
Print Nan Its: <u>Direc</u>	ne: <u>Grady Spann</u> etor	By:	
		Print Name: Michael Bridwell	,
		Its: <u>Area Manager, Construction</u> Date:	& Engineering

[ACKNOWLEDGMENTS APPEAR ON NEXT PAGE

### TENANT ACKNOWLEDGMENT

STATE OF	)				
COUNTY OF	) ss: )				
On the day of and acknowledged under oath that Corporation, the Manager of New Cas such was authorized to execute the	Cingular Wireless PC	, 2020, before me personally appeared Michael Bridwell, Manager, Construction & Engineering, of AT&T Mobility CS, LLC, the Tenant named in the attached instrument, and ehalf of the Tenant.			
		Notary Public:			
		My Commission Expires:			
LANDLORD ACKNOWLEDGMENT					
STATE OF ARKANSAS	) ) ss:				
COUNTY OF POLK	) 55.				
the Arkansas Department of Parks, oath, that he/she is the person/office	Heritage, and Tou r named in the with	ore me, personally appeared Grady Spann, the Director of crism, Division of State Parks, who acknowledged under in instrument, and that he/she executed the same in his/her dlord for the purposes therein contained.			
		Notary Public:			
		My Commission Expires:			

### **EXHIBIT 1**

### **DESCRIPTION OF PROPERTY AND PREMISES**

Page 1 of 2

to the Memorandum of Lease dated	, 2020, by and between	Arkansas Department of
Parks, Heritage, and Tourism, Division of State Parks, as I	Landlord, and New Cingul	ar Wireless PCS, LLC, a
Delaware limited liability company, as Tenant.		,

### The Property is legally described as follows:

The land referred to herein below is situated in the County of Polk, City of Mena, State of Arkansas, and is described as follows:

SW 1/4 NW 1/4, Section 11, Township 1 South, Range 32 West, 40 Acres.

Parcel Id #0000-09442-0000

This being the same property conveyed to Arkansas Publicity and Parks Commission from Robert Cox and Jean Cox, his wife, in a deed dated August 26, 1957 and recorded August 27, 1957 in book 69 page 558.

### The Premises are described and/or depicted as follows:

An approximately 5,625 square foot portion (75' x 75') of the above-described Property, along with a 30' access and utility easement thereon, which Premises and easements are described and/or depicted as follows:

### LEASE SITE DESCRIPTION

A tract of land lying in and being a part of the NW/4 of Section 11, Township 1 South, Range 32 West and being further described in Volume 69, Page 558, Deed Records of Polk County, Arkansas; Said tract being more particularly described as follows:

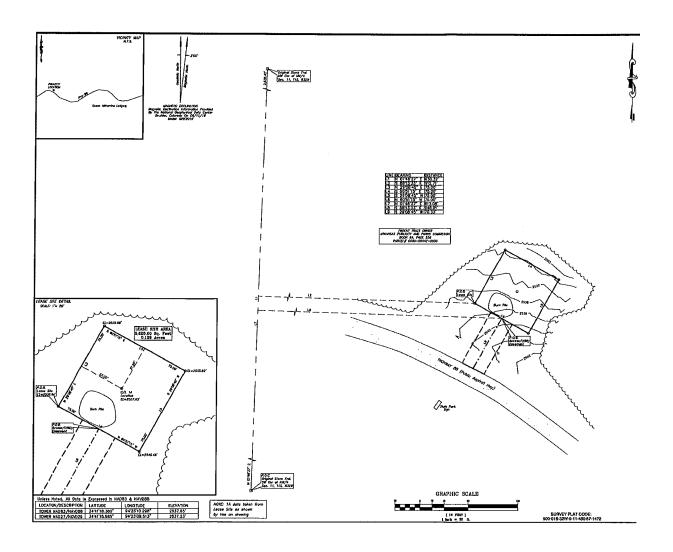
Commencing at an Original Stone Found in for the Southwest corner of said NW/4; Thence N 01'46'27" E on the West line of said NW/4, a distance of 630.32 feet to a point; Thence S 88'13'33" E perpendicular to said West line, a distance of 912.71 feet to a 1/2" Iron Rod with cap set for the Southwest corner, said corner being the Point of Beginning; Thence N 29'08'45" E a distance of 75.00 feet to a 1/2" Iron Rod with cap set for the Northwest corner; Thence S 60'51'15" E a distance of 75.00 feet to a 1/2" Iron Rod with cap set for the Northeast corner; Thence S 29'08'45" W a distance of 75.00 feet to a 1/2" Iron Rod with cap set for the Southeast corner; Thence N 60'51'15" W a distance of 75.00 feet the Point of Beginning, containing 5,625.00 square feet or 0.129 acres, more or less.

### ACCESS/UTILITY EASEMENT DESCRIPTION

A 30.00 foot wide easement for ingress, egress and utility purposes crossing a part of the NW/4 of Section 11, Township 1 South, Range 32 West and being further described in Volume 69, Page 558, Deed Records of Polk County, Arkansas; Said easement being 15.00 feet on each side of the following described centerline: Commencing at an Original Stone Found in for the Southwest corner of said NW/4; Thence N 01'46'27" E on the West line of said NW/4, a distance of 613.08 feet to a point; Thence S 88'13'33" E perpendicular to said West line, a distance of 946.01 feet to a point on the North edge of State Highway 88, said point being the Point of Beginning; Thence N 29'08'45" W a distance of 70.33 feet to the Point of Termination on the South line of the 0.129 acre Lease Site. Sidelines of said easement to be shortened or extended such as to begin on the North edge of State Highway 88 and terminate on the South line of the 0.129 acre Lease Site.

### **DESCRIPTION OF PROPERTY AND PREMISES**

Page 2 of 2 Lease area, Access & Utility Easements



### W-9 FORM

[FOLLOWS ON NEXT PAGE]

# Form (Rev. October 2018) Department of the Treasury Internal Revenue Service

## Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.							
}	2 Business name/disregarded entity name, if different from above							
page 3.	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.				4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):			
IS on	☐ Individual/sole proprietor or ☐ C Corporation ☐ S Corporation single-member LLC	Partnership	☐ Trust/estate	Exempt pay	vee code	e (if a	ny)	
tion	Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶				,		.,,	
Print or type. Specific Instructions on page	Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check			Exemption from FATCA reporting code (if any)				
eci	☐ Other (see instructions) ►			(Applies to acco	ounts maint	ained o	outside t	the U.S.)
S <sub>e</sub>	5 Address (number, street, and apt. or suite no.) See instructions.		Requester's name a	nd address	(optiona	ıl)		
See _	6 City, state, and ZIP code							
}	7 List account number(s) here (optional)	I_						
Part	Taxpayer Identification Number (TIN)							
Enter y	our TIN in the appropriate box. The TIN provided must match the nan	ne given on line 1 to avo	//u	urity numb	er			
backup	o withholding. For individuals, this is generally your social security nun It alien, sole proprietor, or disregarded entity, see the instructions for l	nber (SSN). However, fo Part Llater, For other	ora 📗	7_[_				
entities	, it is your employer identification number (EIN). If you do not have a r	number, see <i>How to get</i>	a LLL	┛┖┸				
TIN, lat		Al 14// 1 Al	Or Employer	identification	n numb			_
	f the account is in more than one name, see the instructions for line 1 or To Give the Requester for guidelines on whose number to enter.	. Also see vvnat ivame a	Employer	T	, IIIIIII		$\overline{\Box}$	=
			-	-				
Part	II Certification				'			
	penalties of perjury, I certify that:							
<ol> <li>The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and</li> <li>I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and</li> </ol>								
3. I am	a U.S. citizen or other U.S. person (defined below); and							
	FATCA code(s) entered on this form (if any) indicating that I am exemp							
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.								
Sign Here	Signature of U.S. person ►	D	ate ►					
Gen	General Instructions  • Form 1099-DIV (dividends, include funds)		idends, including t	those from	stocks	or r	nutu	al
Section references are to the Internal Revenue Code unless otherwise noted.		Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)						
Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted transactions by brokers)  • Form 1099-B (stock or mutual fund sale transactions by brokers)			ales and certain other					
after they were published, go to www.irs.gov/FormW9.  • Form 1099-S (proceeds form 1099-S)				•				
-	ose of Form	• Form 1099-K (merci						,
An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer  • Form 1098 (home mortgage interest), 1098-E (student loan inte 1098-T (tuition)			IIIC	esij,				
(SSN), i	cation number (TIN) which may be your social security number individual taxpayer identification number (ITIN), adoption	• Form 1099-C (cancel	•	nent of eco	urad n	ropo	arty)	
(EIN), to	er identification number (ATIN), or employer identification number o report on an information return the amount paid to you, or other t reportable on an information return. Examples of information	Use Form W-9 only	<ul> <li>Form 1099-A (acquisition or abandonment of secured property)</li> <li>Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.</li> </ul>					
returns	include, but are not limited to, the following. 1099-INT (interest earned or paid)	If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding,						

later.