

Licensor Site: 748232 / (Antelope Peak 3)  
 Licensor Lease ID: 748232-COS-00

<b>VN#</b>	<b>@00017332</b>		
<b>CT#</b>	<b>E2400473</b>		
<b>ACCT:</b>	<b>6103</b>	<b>106020</b>	<b>- 726000</b>
<b>ACCT:</b>			
<b>CT AMT:</b>	<b>\$3,600.00</b>	<b>\$ 109,932.37</b>	<b>KS</b>
	<b>Annual</b>	<b>Total</b>	

## SITE LICENSE AGREEMENT

This Site License Agreement ("Agreement") is entered into by and between **Top Sites, Inc.**, a California corporation, with a principal address of Two Allegheny Center, Nova Tower 2, Suite 1002, Pittsburgh, PA 15212 ("Licensor") and the County of Siskiyou, a local government municipality, with a principal address of 190 Greenhorn Road, Yreka, CA 96097 ("Licensee").

WHEREAS, Licensor operates a communications tower ("Tower") and related improvements, along with appropriate access and utility easements (the "Land") at the property located on or about 11040 Guys Gulch Road, Yreka, CA 96097, APN 022-010-130-000 (the "Property"), as further described in Exhibit "A", for the purpose of leasing space to wireless communications service providers. The Land, Tower and related improvements are referred to in this Agreement as the "Tower Site".

WHEREAS, Licensee desires to use those portions of Licensor's Tower Site, pursuant to the terms of this Agreement, for the purpose of operating a communications facility and uses incidental thereto.

NOW THEREFORE, in consideration of the mutual promises herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee agree as follows:

**1. Scope of Use.** Licensor hereby grants to Licensee the right to use the following portions of the Tower Site, as more particularly described in Exhibit "B" attached hereto:

- (a) Exclusive ground space within an existing structure consisting of 2' x 2' portion ("Ground Space");
- (b) Exclusive space on the Tower with a rad center as identified on Exhibit B, for the installation of Licensee's antennas and related equipment ("Antenna Space");
- (c) Non-Exclusive access to mutually agreed space on the Land to install and connect utility lines to the power and telephone sources at the Tower Site;
- (d) Those certain areas between the Ground Space and Antenna Space for Licensee's conduits, wires, cables, and other necessary connections (the "Connection Space");

to install, maintain and operate its equipment as specifically described in Exhibit "C" attached hereto and incorporated herein ("Equipment"). The areas defined in Subparagraphs (a) – (d) above are collectively referred to as the "Licensed Premises". Licensee shall have the right to alter, replace and upgrade its Equipment in the Licensed Premises at any time during the term of this Agreement, upon the prior written approval of the Licensor. Licensee shall use the Licensed Premises as set forth herein and not in a manner which will cause a legal nuisance to the occupancy of Licensor's other licensees, as defined herein.

**2. Term and Renewal Term.** The "Initial Term" of this Agreement is for two (2) years commencing on August 1, 2023 ("Commencement Date") and this Agreement shall automatically renew for four (4) additional terms of five (5) years each (individually and collectively "Renewal Term"), with the Initial Term and all Renewal Terms collectively the "Term".

**3. Rent.** (a) Upon the Commencement Date, Licensee shall pay to Licensor a monthly rent ("Rent") equal to Three Hundred and 00/100 Dollars (\$300.00) payable each month in advance on the first day to Licensor at the payment address indicated in paragraph 14 herein with a late charge of ten percent (10%) for payments made after the 15<sup>th</sup> of the month.

(b) On each anniversary of the Commencement Date, the then current Rent shall be increased by three percent (3%) over the Rent payable for the preceding twelve (12) month period per the rent schedule identified below:

Start Date	End Date	Payment	Start Date	End Date	Payment
<b>Initial 2 year Term</b>			<b>Third 5 year Term</b>		
8/1/2023	7/31/2024	\$3,600.00	8/1/2035	7/31/2036	\$5,132.74
8/1/2024	7/31/2025	\$3,708.00	8/1/2036	7/31/2037	\$5,286.72
<b>First 5 year option</b>			8/1/2037	7/31/2038	\$5,445.32
8/1/2025	7/31/2026	\$3,819.24	8/1/2038	7/31/2039	\$5,608.68
8/1/2026	7/31/2027	\$3,933.82	8/1/2039	7/31/2040	\$5,776.94
8/1/2027	7/31/2028	\$4,051.83	<b>Fourth 5 year option</b>		
8/1/2028	7/31/2029	\$4,173.38	8/1/2040	7/31/2041	\$5,950.25
8/1/2029	7/31/2030	\$4,298.58	8/1/2041	7/31/2042	\$6,128.76
<b>Second 5 year option</b>			8/1/2042	7/31/2043	\$6,312.62
8/1/2030	7/31/2031	\$4,427.54	8/1/2043	7/31/2044	\$6,502.00
8/1/2031	7/31/2032	\$4,560.37	8/1/2044	7/31/2045	\$6,697.06
8/1/2032	7/31/2033	\$4,697.18			
8/1/2033	7/31/2034	\$4,838.10			
8/1/2034	7/31/2035	\$4,983.24			

(c) If Licensee remains in possession of the Licensed Premises at the expiration of the Term or within thirty (30) days of the earlier termination of the Agreement, such tenancy shall be deemed to be a month to month license under the same terms and conditions of this Agreement, except that Rent payable during such holdover period shall be one hundred twenty-five percent (125%) of the Rent payable during the last year of the immediately preceding Term.

**4. Condition of Licensed Premises.** The Licensed Premises shall be provided in “AS IS” condition by Licensor. Licensor shall have no obligation to maintain, insure or safeguard Licensee’s Equipment.

**5. Permitted Use, Installation and Access.** The Licensed Premises may be used by Licensee for wireless communication purposes and uses incidental thereto. Licensee must obtain all local, state and federal approvals to operate, modify or replace the Equipment. Licensor reserves the right to prohibit operation of any Equipment it reasonably deems to be improperly installed, unsafe or not included in the approved installation plan or current Equipment list. Equipment installation, modification or removal plans shall be submitted to Licensor for written approval pursuant to Exhibit “C” herein.

**6. Utilities.** Licensee’s utilities are not separately metered and are included in the monthly Rent payment, paid by Licensee to Licensor. Licensee shall have no claims whatsoever against Licensor for damages regarding any interruption in electrical service. Upon five (5) days’ notice, Licensee shall cooperate in shutting down (and Licensor may shut down) the electrical service to the Tower Site or Equipment for necessary maintenance in connection with the Tower Site. Emergency situations, in Licensor’s discretion, shall not require notice.

**7. Taxes.** Licensee shall pay all personal property taxes assessed against Licensee’s personal property or Equipment and any *pro rata* increase in real property taxes levied against the Property or the Tower Site.

**8. Interference.** Licensee's Equipment, including subsequent modifications thereto, shall not interfere, in any manner, with the Tower Site or any other users of the Tower Site. In the event of interference, Licensee shall immediately suspend its operations (except for intermittent testing) and promptly remedy such interference, at Licensee's sole expense, and Licensee shall not be released from its obligation to pay Rent during such period. If said interference cannot be remedied by Licensee within thirty (30) days after notice, Licensors may terminate this Agreement upon written notice to Licensee. Licensee hereby acknowledges that Licensors may have leased or licensed, and will continue to lease or license, space at and upon the Tower Site to third parties and Licensee accepts this Agreement with this knowledge and, waives any and all claims against Licensors resulting from or attributable to interference caused by present or future equipment at the Tower Site. Licensors shall not be liable in any manner for indirect, consequential or special damages.

**9. Removal of Licensee's Equipment.** At the expiration or earlier termination of this Agreement, Licensee shall remove all Equipment within thirty (30) days of such date without interference, damage, or disruption to any other equipment, structures or operations of Licensors or other users of the Tower Site.

**10. Indemnification.** Licensee shall indemnify and hold Licensors harmless from all reasonable damages or costs incurred by Licensors, or other users of the Tower Site, resulting from the acts of Licensee or anyone acting for or on behalf of Licensee.

**11. Damage or Destruction.** Licensors shall not be liable for loss of use, other damages or claims arising from loss, destruction or damage to the Tower Site, Licensed Premises or the Equipment caused by any casualty, acts of God or acts of third parties.

**12. Condemnation.** This Agreement shall terminate as of the date title to the Licensed Premises vests in a condemning authority.

**13. Insurance and Subrogation.** During the Term of this Agreement, Licensee at its sole cost and expense, shall procure and maintain in full force and effect (i) comprehensive general liability insurance coverage with a combined single limit of not less than two million dollars (\$2,000,000) for bodily injury, insuring against liability arising out of Licensee's use of the Licensed Premises including property damage to the Tower Site; (ii) Property Damage Insurance covering the replacement cost of Licensors' equipment on the Licensed Premises; and (iii) workers' compensation and employer's liability insurance as required by law. Such policy or policies of insurance shall name Licensors as an additional insured and provide for at least thirty (30) days prior written notice of cancellation. During the Term, Licensee shall furnish to Licensors certificates of insurance confirming that the herein specified coverage is in full force and effect.

**14. Notices.** All written communication shall be delivered to the following addresses for Licensors and Licensee or such address as may be designated in writing by either party:

**If to Licensors:** All written communication should be sent to:

EIP Holdings II, LLC  
Two Allegheny Center  
Nova Tower 2, Suite 1002  
Pittsburgh, PA 15212  
Attn: Legal Department / Site Number: 748232 (Antelope Peak 3)

**If to Licensee:** County of Siskiyou  
190 Greenhorn Road  
Yreka, CA 96097  
Attn: Director of General Services

**15. Quiet Enjoyment and Authority.** Licensee shall enjoy quiet enjoyment of the Tower Site so long as Licensee is not in default under the terms of this Agreement.

**16. Default.** Any one or more of the following events shall constitute a Licensee default (“Default”) under this Agreement: (i) failure to pay monetary amounts due within fifteen (15) business days of the due date thereof; (ii) failure to observe or perform any non-monetary obligations, including failure to comply with local, state or federal regulations, and failure to cure non-monetary breaches or commence to cure same where a longer time is required, within thirty (30) days from receipt of written notice of such breach; (iii) bankruptcy, insolvency or reorganization; or (iv) making of an assignment or any other arrangement for the general benefit of creditors under any state statute. From and after the termination of this Agreement, Licensor may (but shall be under no obligation to) re-lease or license the Licensed Premises, or any part thereof, in Licensor’s sole discretion and such re-licensing shall not relieve Licensee’s obligations or liabilities hereunder.

**17. Assignment.** Licensee may not assign, transfer, or otherwise encumber its interest in this Agreement without the prior written consent of Licensor.

**18. INTENTIONALLY DELETED.**

**19. Environmental Laws.** Licensee agrees to indemnify and hold Licensor harmless from and against any and all claims, judgments, demands, penalties, fines, losses or expenses incurred by Licensor or other users of the Tower Site, during or after the Term, resulting from any substance that Licensee, its agents, employees or contractors cause or permit to be brought upon or released in or about the Property.

**19. Relocation Rights.** If determined necessary by Licensor to relocate the tower and subject to the receipt of necessary governmental approvals, Licensor may cause Licensee to relocate its Equipment, or any part thereof, to an alternate tower location (“Relocation Site”) in close proximity to the Tower Site; provided such relocation will: (i) be at Licensor’s expense; (ii) be performed exclusively by Licensee or its agents; and (iii) not unreasonably interrupt the communications service provided by Licensee at the Tower Site. In no event will such relocation modify any of the terms and conditions of this Agreement.

**20. Miscellaneous.** (a) In the event of litigation in connection with this Agreement, each party shall be entitled to recover its reasonable attorneys’ fees and court costs for issues wherein a party is the prevailing party, as determined and allocated by the court as part of the judgment.

(b) Each party agrees to furnish to the other, within twenty (20) days after written request, such truthful estoppel information as the other may reasonably request.

(c) This Agreement constitutes the entire agreement and understanding of the parties, and supersedes and nullifies all offers, negotiations and other agreements, leases or licenses.

(d) Any amendments to this Agreement must be in writing and executed by both parties.

(e) This Agreement does not create a partnership, joint venture or agency between the parties.

(f) This Agreement shall be interpreted under the laws of the state in which the Property is located.

(g) If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

(h) This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

(i) This Agreement is effective only upon the full execution by the parties hereto.

**Exhibits to this Agreement**

Exhibit A: Description of the Property

Exhibit B: Description of Tower Site and Licensed Premises

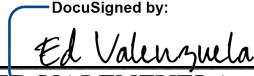
Exhibit C: Equipment

[Signatures immediately follow on the next page.]

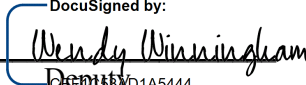
IN WITNESS WHEREOF, Licensee and Licensor have executed this agreement on the dates set forth below, each signatory represents that they have the authority to execute this agreement and to bind the Party on whose behalf their execution is made.

## COUNTY OF SISKIYOU

Date: 11/14/2023

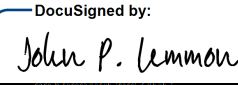
DocuSigned by:  
  
 ED VALENZUELA, CHAIR  
 Board of Supervisors  
 County of Siskiyou  
 State of California

ATTEST:  
 LAURA BYNUM  
 Clerk, Board of Supervisors

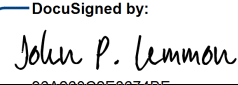
DocuSigned by:  
 By:   
 Deputy

## CONTRACTOR: TOP SITES, INC.

Date: 10/26/2023

DocuSigned by:  
 By:   
 Name: John P. Lemmon  
 Title: General Counsel

Date: 10/26/2023

DocuSigned by:  
 By:   
 Name: John P. Lemmon  
 Title: EVP

Note to Contractor: For corporations, the contract must be signed by two officers. The first signature must be that of the chairman of the board, president or vice-president; the second signature must be that of the secretary, assistant secretary, chief financial officer or assistant treasurer. (Civ. Code, Sec. 1189 & 1190 and Corps. Code, Sec. 313.)

TAXPAYER I.D. 68-0313505

## ACCOUNTING:

Fund	Organization	Account	Activity Code (if applicable)
6103	106020	726000	

FY 23/24 \$3,600.00	FY 24/25 \$3,708.00
FY 25/26 \$3,819.24	FY 26/27 \$3,933.82
FY 27/28 \$4,051.83	FY 28/29 \$4,173.38
FY 29/30 \$4,298.58	FY 30/31 \$4,427.54
FY 31/32 \$4,560.37	FY 32/33 \$4,697.18
FY 33/34 \$4,838.10	FY 34/35 \$4,983.24
FY 35/36 \$5,132.74	FY 36/37 \$5,286.72
FY 37/38 \$5,445.32	FY 38/39 \$5,608.68
FY 39/40 \$5,776.94	FY 40/41 \$5,950.25

FY 41/42 \$6,128.76	FY 42/43 \$6,312.62
FY 43/44 \$6,502.00	FY 44/45 \$6,697.06

Encumbrance number (if applicable): N/A

If not to exceed, include amount not to exceed: \$109,932.37

*If needed for multi-year contracts, please include separate sheet with financial information for each fiscal year.*

## **EXHIBIT A**

### **Description of the Property**

Being a portion of that real property situate in the County of Siskiyou, State of California, commonly referred to as "Antelope Mt. Site" and consisting of 248.80 acres, described as:

Township 43 North, Range 7 West, M.D.B. & M.,  
Section 2, Lots 1 through 4, SE 1/4 of the NE 1/4, E 1/2 of the SE 1/4.

Excepting therefrom all timber rights as conveyed to Scott Timber Company, an Oregon corporation by deed dated March 30, 1999 and recorded March 31, 1999 as Document No. 1999033103712, Siskiyou County Records.

AND BEING the same property conveyed to Siskiyou Communications, Inc., a California corporation from Roseburg Resources Company, an Oregon corporation by Quitclaim Deed dated April 5, 1999 and recorded June 11, 1999 in Instrument No. 1999061107052; AND FURTHER CONVEYED to Siskiyou Sites, Inc., a California corporation from Siskiyou Communications, Inc., a California corporation by Grant Deed dated May 23, 2003 and recorded May 29, 2003 in Instrument No. 03-0008889; AND FURTHER CONVEYED to Top Sites, Inc., a California corporation from Siskiyou Sites, Inc., a California corporation by Grant Deed dated September 19, 2012 and recorded October 25, 2012 in Instrument No. 12-0010528.

Tax Parcel No. 022-010-130-000



## **EXHIBIT B**

### **Description of Tower Site and Licensed Premises**



## **EXHIBIT C**

### **Equipment**

#### **SEE EQUIPMENT LIST BELOW OR ATTACHED HERETO**

Attached hereto is Collocation Application dated September 7, 2023

#### **Equipment Installation, Maintenance and Modification**

- (1) Licensee shall be responsible for repairing any damage to the Property or Tower Site caused during installation, maintenance or modification of its Equipment ("Damage"). Licensee shall have three (3) business days to respond to any notice from Licensor of such Damage. After said time period, Licensor may perform any necessary repairs at Licensee's cost. All repair and refurbishment expenses shall be due from Licensee within thirty (30) days of invoice. Notwithstanding the above, in the event any Damage poses an immediate threat to the security or safety of the Property or Tower Site, in Licensor's discretion, Licensor may remedy such Damage without notice to Licensee.
- (2) Licensor shall have the right to approve any modifications, additions or changes to the Equipment listed on Exhibit "C" or increased use of the Licensed Premises or Tower Site. Such modification, alteration or expansion shall require the written approval of Licensor, including an amendment to this Agreement and possible increase in Rent.

**Everest Infrastructure Partners**  
**Colocation Application**



<b>Application Date:</b>	9/7/2023		<b>Application Type (check one):</b>	<input checked="" type="checkbox"/> New Install	<input type="checkbox"/> Amendment	<input type="checkbox"/> Renewal
<b>General Information:</b>						
<ul style="list-style-type: none"> <li>• Submit Application via EMAIL to the assigned Everest Project Manager or michael.culbert@everestinfrastructure.com</li> <li>• Everest shall initiate <b>ALL</b> tower structural analyses at applicant's cost; applicant will be responsible for rooftop analyses*</li> <li>*See tab 4 for Everest approved rooftop structural vendors - no other vendor may be used without Everest pre-approval</li> </ul>						
<b>Applicable Fee(s):</b>						
<ul style="list-style-type: none"> <li>• Upon Everest's approval of the application and mount analysis (supplied by applicant from a vendor of its' choosing), any fee(s) associated with the application will be requested via a fee request letter. Payee and options for fee submission to be provided in fee request letter (<b>Check or ACH required</b>).</li> <li>• The above-referenced fee(s) will be inclusive of the first tower structural analysis, engineering and administration</li> <li>• Additional Fees on a site by site basis may also apply (i.e., structural reruns, modification designs, etc.)</li> </ul>						
<b>Note: Fields/cells with drop down options are highlighted in yellow, please click on the down arrow to choose the applicable response</b>						
<b>Site Information:</b>						
Everest Site ID:	US748232		Customer Site ID:			
Everest Site Name:	Antelope Peak 3		Customer Site Name:	Antelope Peak		
Site Type (Choose One):	SST		Customer Project Name:	County Fire Command		
MDG Code (VZW):	N/A					
Site Address (Street):	Guys Gulch Road		Latitude (D-M-S):	41 36' 34.33" N		
Site Address (City, State, ZIP):	Yreka, CA 96097		Longitude (D-M-S):	122 37' 32.77" W		
<b>Applicant Contact Information:</b>						
Company Name:	County of Siskiyou		Primary Contact:	Todd Shelton		
Company Address (Street):	190 Greenhorn Road		Phone:	530-842-8281		
Company Address (City, State, ZIP):	Yreka, CA 96097		Email:	tshelton@co.siskiyou.ca.us		
Is DocuSign/Electronic Signature Accepted (Choose One):			Yes			
<b>Tenant Name/Entity Information:</b>						
Tenant Name:	County of Siskiyou		State Incorporated In:	CA		
Tenant Legal Entity Name:	County of Siskiyou		Notice Address (Street):	190 Greenhorn Rad		
Entity Type (LLC, Corp, etc.):	Local Government		Notice Address (City, State, ZIP):	Yreka, CA 96097		
<b>Tenant Contact Information:</b>						
<b>Department</b>	<b>Name</b>	<b>Phone</b>	<b>Email</b>			
Real Estate:	Amanda Kimball	530-842-8272	akimball2@co.siskiyou.ca.us			
Construction:	Todd Shelton	530-842-8281	tshelton@co.siskiyou.ca.us			
24/7 Contact (NOC):						

**Everest Infrastructure Partners**  
**Colocation Application**



**Note: Fields/cells with drop down options are highlighted in yellow, please click on the down arrow to choose the applicable response**

**Ground Space Requirements and Description:**

<b>Equipment Enclosure Type (Choose One):</b>	<b>Indoor Space</b>	
<b>Generator (Proposed or Existing):</b>	<b>Existing</b>	existing from CHP
<b>Generator Type (Choose One):</b>	<b>Propane</b>	existing from CHP
<b>Generator Fuel Capacity (gallons):</b>	<b>1,200.00</b>	existing from CHP
<b>Generator Capacity in kW:</b>	<b>15 KW</b>	

	Existing			Proposed (Only if different from Existing or New)		
	Length (ft)	Width (ft)	Total S/F	Length (ft)	Width (ft)	Total S/F
Equipment Area:	2'	2'	4.00			-
Generator Area (if separate):			-			-
Fuel Tank Area (if separate):			-			-
Total Leased Area:			4.00			-

Ground space notes (if any) or mark N/A:	<b>We need 1 server rack space for our equipment to test with for 1 yr and then reevaluate.</b>
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**Power Requirements and Transport:**

Power Location:	<b>Landlord</b>	Required Voltage:	120
Power Source:	<b>Included in Rent</b>	Required Amperage:	20

Power Notes (if any) or mark N/A:	<b>N/A</b>
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<b>Transport:</b>	<b>Note: for any formerly owned Frontier locations, Frontier has an exclusivity clause regarding fiber/telco/transport ("Service"); whereby the Tenant is required to obtain Service directly from Frontier or provide evidence to Everest that Frontier has waived rights to bring Service to the location.</b>
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Transport Notes (if any) or mark N/A:	<b>N/A</b>
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**Frequencies for proposed project (REQUIRED) - application will not be processed without providing the below:**

Call Sign	Class of Station	Emission Designator	Transmit Frequency	Transmitter Output Power (watts)	Transmit ERP (dBm)	Receive Frequency
WPBQ640	PMRS	11KOF3E	154.25	110	220	156.105



**Note:** Fields/cells with drop down options are highlighted in yellow, please click on the down arrow to choose the applicable response

**TOWER EQUIPMENT (LIST ALL TOWER EQUIPMENT FROM HIGHEST TO LOWEST) - List ALL equipment components installed on the tower or ground space area, including mounting apparatus, ice bridges, etc.**

Final Equipment Summary		NOTE: THESE TABLES AUTOMATICALLY POPULATE BASED ON CRITERIA NOTED BELOW	Final Cable Summary	
Quantity	Equipment		Quantity	Equipment
1	Ant_Panel		1	Coax
	Ant_MWave			DC
	Ant_Omni			Elliptical WG
	Ant_Dipole			Ethernet
	Ant_Yagi			Fiber
	Radio_ODU			Hellax
	TMA			Hybrid
	OVP_Surge			Innerduct
	Diplexer			Power
	Ant_Other			RET
	Ice_Shield			Other
	Mount_Platform			
	Mount_Sector			
	Mount_Other			
1	Total		1	Total

Is Reserved Equipment to be included in (MUST Choose): Mount Analysis: Yes Tower Structural Analysis: Yes

Equipment			Equipment Status					Equipment Dimensions and CL					Orientation		Coax / Waveguide / Cable Information						
Component Type	Manufacturer	Model #	To be Removed	Existing	New	Reserved	Final Quantity	Height (in)	Width (in)	Depth (in)	Weight (lbs)	Equip CL (ft)	Azimuth (A/B/G/D)	Location on Tower	Type	Size	To be Re-moved	Exist	New	Reserve	Final Qty
Ant_Dipole	Generic			1			1	48.0	3.0		25.0			Top East corner of tower, existing from CHP.	Coax	1/2"		1			1
	Motorola	Quantar			1		1	14.0	24.0	14.0	40.0			in vault							
	Telewave	TPRD-1556			1		1	36.0	24.0	24.0	25.0			in vault							
	Unknown	duracell 6v 180a batteries			4		4	10.0	12.0	8.0	20.0			in vault							
	Unknown	surge protector			1		1	2.0	24.0	8.0	5.0			in vault							