Exhibit A



Market: South San Francisco
Cell Site Number: CCL06302
Cell Site Name: 323 Miller Garage
Search Ring Name: Miller Avenue
Fixed Asset Number: 15530344

STRUCTURE LEASE AGREEMENT

THIS STRUCTURE LEASE AGREEMENT ("**Agreement**" or "**Lease**"), dated as of the latter of the signature dates below (the "**Effective Date**"), is entered into by the City of South San Francisco, a municipal corporation, having a mailing address of 400 Grand Avenue, South San Francisco, CA, 94080 ("**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, GA 30319 ("**Tenant**"). Landlord and Tenant are sometimes individually referred to as a "party" and collectively as "parties".

RECITALS

WHEREAS, Landlord owns or controls that certain plot, parcel or tract of land, as described on **Exhibit 1**, improved with a commercial building, and public parking structure with existing telecommunications and related equipment (collectively the "**Structure**"), together with all rights and privileges arising in connection therewith, located at 323 Miller Avenue, APN 117-790-020, in the County of San Mateo, State of California (collectively, the "**Property**").

WHEREAS, Tenant desires to lease portions of the Property for the purpose of installing and operating a telecommunications services facility;

WHEREAS, the parties desire to enter into this Agreement upon the terms and conditions set forth herein.

The parties agree as follows:

- **LEASE.** Landlord hereby leases to Tenant and Tenant leases from Landlord a portion of the Property consisting of:
- (a) approximately 294 square feet of equipment space, which includes three parking spaces (stall numbers 139,140 and 142), as described on attached **Exhibit 1**, for the placement of Tenant's Communication Facility (defined below);
- (b) space for any structural steel or other improvements to support Tenant's equipment (collectively, the space referenced in (a) and (b) is the "**Equipment Space**");
- (c) that certain rooftop space on the Structure, as generally depicted on **Exhibit 1**, consisting of two separate areas that each measure twenty-three (23) contiguous linear feet wide and twenty-five (25) contiguous linear feet-deep, including the air space above same, where Tenant shall have the right to install its antennas and other equipment (collectively, the "**Antenna Space**"); and
- (d) those certain areas where Tenant's conduits, wires, cables, cable trays and other necessary connections are located between the Equipment Space and the Antenna Space, and between the Equipment Space and the electric power, telephone, and fuel sources for the Property (hereinafter collectively referred to as the "Connection Space"). Landlord agrees that Tenant shall have the right to install connections between Tenant's equipment in the Equipment Space and Antenna Space; and between Tenant's equipment in the Equipment Space and the electric power, telephone, and fuel sources for the Property, and any other improvements. Subject to an encroachment permit issued by the City of South San Francisco, Tenant may install, replace and maintain utility lines, wires, poles, cables, conduits, pipes and other necessary connections over or along any right-of-way

extending from the aforementioned public right-of-way to the Premises. The Equipment Space, Antenna Space, and Connection Space, are hereinafter collectively referred to as the "Premises."

2. PERMITTED USE.

- (a) 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 may include suitable support structures, associated antennas, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises, as depicted in the drawings included in **Exhibit 1** attached hereto and incorporated herein (the "**Communication Facility**"), as well as the right to test, survey and review title on the Property. Tenant further has the right to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, subject to obtaining all required City and of South San Francisco and other governmental approvals and permits, including, but not limited to, emergency 911 communication services (collectively, the "**Permitted Use**"). Landlord and Tenant agree that any portion of the Communication Facility described/depicted on **Exhibit 1** would constitute a part of Tenant's Permitted Use.
- (b) 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 Landlord's contiguous, adjoining or surrounding property (the "**Surrounding Property**") as may reasonably be required during construction and installation of the Communication Facility.
- (c) For the purposes of facilitating the Permitted Use only, Tenant has the right to, at its sole cost and expense, 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 Structure's main entry point to the equipment shelter or cabinet, install a generator; and to install warning signs, protective barriers, and any other control measures required by Tenant safety procedures or applicable law, to make individuals aware of risks and to secure the Premises. Tenant also has the right to install, modify, supplement, replace, upgrade, and expand the Communication Facility (including, for example increasing the number of antennas or adding microwave dishes) or relocating the Communication Facility within the Premises at any time during the Term (as defined below) without Landlord's prior written consent ("Modifications"); however, Tenant agrees to provide Landlord notice per Section 12, except that non-emergency notice shall be given at least ten (10) days, prior to performing such Modifications.

Notwithstanding the foregoing, for all Modifications that do not consist solely of replacing like-for-like equipment (e.g., same or less weight and size as existing equipment), prior to commencement of work, Tenant must perform, at its sole expense, any government required engineering and emissions reports (including but not limited to Electromagnetic Field (EMF) emission reports) to confirm that the proposed Modifications comply with all applicable Government Approvals (defined in Section 5(a)), if any, in order to ensure that the Communication Facility complies with all Government Approvals, and shall provide Landlord with a copy of said reports and proposed drawings prior to commencement of work. Landlord shall have fifteen (15) business days (the "Review Period") from receipt to review the reports and drawings to confirm that the proposed Modification conforms with the Permitted Uses under the terms of this Agreement and with other required Government Approvals. If Landlord determines that the proposed Modification does not conform with the Permitted Use or Government Approvals, Landlord shall provide Tenant with notice within the Review Period regarding Landlord's determination. In that event, Tenant shall not commence work on such Modification, but the parties shall engage in good faith discussion regarding how such Modification may be revised to conform with this Agreement or the leasing of Additional Premises may be required. If Landlord fails to provide to Tenant notice of its determination within the Review Period, then the proposed Modification shall be deemed to conform with the Permitted Uses under the terms of this Agreement and with the other required Government Approvals and Tenant may proceed with the Modifications.

(d) In the event Tenant desires to modify or upgrade the Communication Facility, in a manner that requires an additional portion of the Property or beyond the Permitted Uses set forth herein (the "Additional Premises") for such modification or upgrade, Tenant shall present such request to the Landlord for Landlord's written consent to negotiate a new agreement or an amendment to this Agreement to effectuate leasing of the Additional Premises.

3. TERM.

- (a) The initial lease term will be five (5) years (the "**Initial Term**"), commencing on the Effective Date. The Initial Term will terminate on the fifth (5th) anniversary of the Effective Date. Thereafter, the term of this Agreement shall automatically extend for two (2) additional five (5) year terms (each an "**Additional Term**") unless Landlord or Tenant shall notify the other party in writing of its intention not to renew this Agreement at least sixty (60) days prior to the expiration of the-then current Initial Term or Additional Term.
- (b) Upon expiration of the second Additional Term, the term of this Agreement may be extended by mutual agreement of the parties for three 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. Tenant shall notify Landlord in writing of Tenant's intention to renew this Agreement at least sixty (60) days prior to the expiration of the second Additional Term or the then-existing Extension Term. If no Extension Term is agreed upon by the parties at the expiration of the second Additional Term or the then-existing Extension Term, the Agreement shall terminate.
- (c) 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 Additional Term(s), and any Extension Terms and any Holdover Term are collectively referred to as the "**Term**."

4. RENT.

- (a) Commencing on the date that Tenant commences construction after the issuance of a building permit by the City of South San Francisco (the "**Rent Commencement Date**"), Tenant will pay Landlord on or before the fifth (5th) day of each calendar month in advance, Six Thousand, Seven Hundred and No/100 Dollars (\$6,700.00) (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 ninety (90) days after the Rent Commencement Date. Tenant shall provide Landlord with written notice upon Tenant commencement of construction to confirm the Rent Commencement Date.
- (b) In year two (2) of the Initial Term, and each year thereafter, including throughout any Additional Terms, and Extension Terms exercised, the monthly Rent shall increase by three percent (3%) over the Rent paid during the previous year.
- (c) All charges payable under this Agreement such as utilities and taxes shall be billed by Landlord within two (2) years from the end of the calendar year in which the charges were incurred; any charges 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 agrees that Tenant's ability to use the Premises is contingent upon the suitability of the Premises and Property for the Permitted Use and Tenant's ability to obtain and maintain all government licenses,

permits, approvals or other relief required of or deemed necessary or appropriate by Tenant for its use of the Premises, including without limitation applications for zoning variances, zoning ordinances, amendments, special use permits, encroachment permits, and construction permits (collectively, "Government Approvals"). Tenant shall obtain all applicable Governmental Approvals at Tenant's sole cost and expense, including paying all required permit review and application fees. At Tenant's sole cost and expense, 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.

- (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 surveyed by a surveyor of its choice.
- (c) Tenant may also perform and obtain, at Tenant's sole cost and expense and subject to Tenant obtaining all applicable required permits and approvals, 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) In accordance with Section 3 above with respect to each Additional Term and any Extension Term:
- (b) 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;
- (c) 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; or if Tenant determines, in its sole discretion that the cost of or delay in obtaining or retaining the same is commercially unreasonable;
- (d) 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;
- (e) by Tenant upon written notice to Landlord for any reason or no reason, at any time prior to commencement of construction by Tenant; or
- (f) 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 six (6) 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.
- (g) by Landlord or Tenant, as applicable, for uncured interference in accordance with Section 8 below with thirty (30) days' written notice to the other party, as applicable.
 - (h) by Tenant in accordance with Section 11 with thirty (30) days' written notice to Landlord.
- 7. <u>INSURANCE.</u> During the Term, Tenant shall carry and maintain general liability insurance per ISO form CG 00 01 or equivalent including the Indemnitees (defined below) as additional insured by endorsement with respect to this Agreement and insuring them against liability or financial loss resulting from injuries

occurring to persons or property arising from Tenant's use of the Premises and activities pursuant to this Agreement. Each Policy of insurance shall provide coverage on an occurrence basis: covering personal injury and property damage in the amount of \$5,000,000 per occurrence and in the aggregate. Tenant will provide at least 30 days written notice to additional insureds of cancellation or non-renewal of any required coverage that is not replaced. Tenant's general liability policy shall be primary and non-contributory to other insurance maintained by Landlord and shall include a separation of insureds provision with respect to Landlord, its officials, officers, employees, or agents.

8. INTERFERENCE.

- (a) Prior to or concurrent with the execution of this Agreement, Landlord has provided or will provide Tenant with a list of radio frequency user(s) and 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.
- (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 will adversely affect or interfere with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement.
- (c) Landlord will not, nor will Landlord permit its employees, additional tenants, vendors, 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) business 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 or cause to 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. If the interference cannot be resolved, Tenant will be entitled to terminate this Agreement pursuant to Section 6 above and/or pursue all rights and remedies available under this Agreement, law, and equity.
- (d) Tenant will not, nor will Tenant permit its employees, tenants, licensees, invitees, agents or independent contractors to interfere in any way with existing (as of the Effective Date) Landlord equipment and facilities located on the Structure and the operation thereof so long as such equipment is lawfully installed and properly operated. Tenant will cause such interference to cease within twenty-four (24) business hours after receipt of notice of interference from Landlord. In the event any such interference does not cease within the aforementioned cure period, Tenant shall cease any operations which are suspected of causing interference (except for intermittent testing to determine the cause of such interference) until the interference has been corrected. If the interference cannot be resolved, Landlord will be entitled to terminate this Agreement pursuant to Section 6 above.
- (e) For the purposes of this Agreement, "interference" means any use on the Property or Surrounding Property that causes physical damages or obstruction to the Communication Facility, or electronic or physical obstruction with, or degradation of, the communications signals from, the Communication Facility and/or "Harmful Interference" as defined by the Federal Communications Commission under 47 C.F.R. Section 15.3(m).

9. <u>INDEMNIFICATION.</u>

(a) Tenant agrees to indemnify, defend and hold Landlord, its officials, officers, employees and agents ("Indemnitees") harmless from and against any and all injury, loss, damage or liability, penalties, liens, costs or expenses in connection with a third party claim (including without limitation reasonable attorneys' fees and court costs) (collectively "Liabilities") arising directly or indirectly from Tenant's use of the Premises and activities pursuant to this Agreement including 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 such Liabilities are proximately caused by the negligent or intentional act or omission of Landlord, its officials, officers, employees or agents.

(b) Pursuant to this Section 9, Landlord: (i) shall promptly provide Tenant with written notice of any claim, demand, lawsuit, or the like for which it seeks indemnification pursuant to this Section 9 and provide Tenant 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 Tenant; and (iii) shall fully cooperate with Tenant in the defense of the claim, demand, lawsuit, or the like. A delay in notice shall not relieve Tenant of its indemnity obligation, except (1) to the extent Tenant can show it was prejudiced by the delay; and (2) Tenant shall not be liable for any settlement or litigation expenses incurred before the time when notice is given.

10. <u>WARRANTIES.</u>

- (a) Each of 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 and posssesses ownership interest of the Structure pursuant to certain Condominium Plan recorded with the San Mateo County Recorder's Office as Document No. 2019-107596; (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 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 commercially reasonable subordination, non-disturbance and attornment agreement executed by Landlord and the holder of such security interest.

11. CONDITION OF THE PREMISES; ENVIRONMENTAL.

- (a) To the best of Landlord's knowledge, Landlord represents and warrants (i) that neither Landlord not any third party has used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of any Hazardous Material including asbestos-containing materials and lead paint, on, under, about or within the Property in violation of any Hazardous Materials Laws (as defined below); and (ii) the Property has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. Landlord agrees that Landlord will be responsible for compliance with any and all applicable Hazardous Materials Laws (as defined below), as may now or at any time hereafter be in effect, to the extent such apply to Landlord's activity conducted in or on the Property.
- (b) Tenant acknowledges that except as expressly set forth herein, Landlord makes no representations or warranties expressed or implied regarding the condition of the Premises or the fitness or suitability thereof for Tenant's purposes. Tenant acknowledges and agrees that prior to the Effective Date it has made investigations of the Property, including without limitation such inquiries of governmental agencies, tests and inspections as Tenant deemed necessary to determine the condition of the Property, and has approved all such characteristics and conditions and shall lease the Property as described herein in its condition as of the Effective Date "AS-IS" "WHERE-IS" AND WITH ALL FAULTS, but Tenant's acknowledgement and agreement shall not limit the representations and warranties that Landlord has expressly made herein or

Landlord's maintenance and repair responsibilities. Tenant further acknowledges that Landlord has made available to Tenant all data and information on the Property, but without warranty or representation by Landlord as to the completeness, correctness or validity of such data and information, except as otherwise set forth in this Agreement.

- (c) Tenant hereby covenants and agrees that throughout the Term:
- (1) The Premises, and the use and operation thereof by Tenant, shall comply with all Hazardous Materials Laws, and Tenant shall not cause the Property, the Premises or any portion thereof to be in violation of any Hazardous Materials Laws.
- (2) Tenant shall not cause the Property, the Premises, or any portion thereof to be a site for the use, generation, treatment, manufacture, storage, disposal or transportation of Hazardous Materials nor shall Tenant cause the presence or release of Hazardous Materials in, on, under, about or from the Property or the Premises with the exception of materials customarily used in construction, operation, use or maintenance of the Communication Facility, provided such materials are used, stored and disposed of in compliance with Hazardous Materials Laws.
- (3) Upon receiving knowledge of the same, Tenant shall immediately advise Landlord in writing of: (i) any and all enforcement, cleanup, removal or other governmental or regulatory actions instituted, completed or threatened against Tenant with regard to the Premises or the Property pursuant to any applicable Hazardous Materials Laws; (ii) any and all complaints, claims, citations, demands, inquiries, reports, or notices made or threatened by any third party against Tenant with regard to the Premises or the Property relating to damage, contribution, cost recovery, compensation, loss or injury resulting from any Hazardous Materials; or (iii) the presence or release of any Hazardous Materials in, on, under, about or from the Premises as a result of Tenant actions. The matters set forth in the foregoing clauses (i) through (iv) are hereinafter referred to as "Hazardous Materials Claims." Landlord shall have the right to join and participate in, as a party if it so elects, any legal proceedings or actions initiated in connection with any Hazardous Materials Claim at its sole expense.

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 do not result from Tenant's actions during the term of this Agreement and, 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.

- (4) Without Landlord's prior written consent, which shall not be unreasonably withheld, conditioned or delayed, Tenant shall not take any remedial action in response to the presence of any Hazardous Materials in, on, under, or about the Premises or the Property (other than in emergency situations or as required by governmental agencies having jurisdiction in which case Landlord agrees to provide its consent), nor enter into any settlement agreement, consent decree, or other compromise with respect to any Hazardous Materials Claim.
- (5) If the presence of any Hazardous Material in the Premises or on the Property due to any of the occurrences specified in Section 11(c)(6) below (Environmental Indemnity) results in any contamination of the Property in violation of Hazardous Materials Laws, Tenant shall promptly take all actions at its sole expense as are necessary to remediate the Property as required by Hazardous Materials Laws; provided that Landlord's approval of such actions shall first be obtained, which approval shall not be unreasonably withheld, conditioned or delayed. All costs and expenses of any Remedial Work shall be paid by Tenant, it being understood that Landlord shall incur no cost, expense or liability in connection with any Remedial Work. Landlord shall have the right, but no obligation, to join and participate in, as

a party if it so elects at the Landlord's cost, any legal proceedings or actions initiated in connection with any Hazardous Material Claims. For purposes of this Agreement, "Remedial Work" means all investigation, testing, analysis, monitoring, restoration, abatement, detoxification, containment, handling, treatment, removal, storage, decontamination, clean-up, transport, disposal or other ameliorative work or response action required by (i) any Hazardous Materials Laws, (ii) any order or request of any federal, state or local governmental agency, or (iii) any judgment, consent decree, settlement or compromise with respect to any and all enforcement, clean-up, removal, remedial or other governmental or regulatory actions or agreements or orders threatened, instituted, or completed pursuant to any Hazardous Materials Laws or any actions, proceedings or claims by such entities or third parties relating to or arising out of the breach of any Hazardous Materials Laws or the presence or release of any Hazardous Material in, on, under or from the Premises or the Property.

(6) Environmental Indemnity. Tenant shall indemnify, defend (with counsel reasonably acceptable to Landlord) and hold the Indemnitees harmless from and against all Claims arising during the Term and to the extent arising from (i) Tenant's use, generation, discharge, transport, storage or disposal of any Hazardous Materials on, under, in or about, or the transportation of any such Hazardous Materials to or from the Property during the Term, (ii) the failure of Tenant, Tenant's employees, agents, contractors, subcontractors, licensees, permittees, or any person acting on behalf of any of the foregoing to comply with Hazardous Materials Laws, or (iii) the breach by Tenant of any of its covenants contained in this Section 11. The foregoing indemnity shall further apply to any residual contamination in, on, under or about the Property or affecting any natural resources, and to any contamination of any property or natural resources arising in connection with the generation, use, handling, treatment, storage, transport or disposal of any such Hazardous Materials by Tenant, and irrespective of whether any of such activities were or will be undertaken in accordance with Hazardous Materials Laws and shall include, without limitation, any Claims arising in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work ordered by a court or required by any federal, state, or local governmental agency or political subdivision. Notwithstanding anything to the contrary contained herein, nothing in this Section 11(c)(6) shall be construed to make Tenant responsible for any Hazardous Materials to the extent the Hazardous Materials were pre-existing on the Property prior to the Effective Date, migrate onto the Property through air, water, or soil through no fault of Tenant, or are introduced by any third party not under Tenant's control, or are not caused by Tenant. This Section 11(c)(6) shall survive the expiration or earlier termination of this Agreement with respect to Claims arising from occurrences during the Term.

(7) Definitions.

Hazardous Materials. As used herein, "Hazardous Materials" means any substance, material, or waste which is or becomes regulated by any local, state or federal authority, agency or governmental body, including any material or substance which is: (i) defined as a "hazardous waste," "extremely hazardous waste," or "restricted hazardous waste" under Sections 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law); (ii) defined as a "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act): (iii) defined as a "hazardous material," "hazardous substance," or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory); (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances); (v) petroleum; (vi) friable asbestos; (vii) polychlorinated biphenyls; (viii) listed under Article 9 or defined as "hazardous" or "extremely hazardous" pursuant to Article 11 of Title 22 of the California Administrative Code, Division 4, Chapter 20; (ix) designated as "hazardous substances" pursuant to Section 311 of the Clean Water Act (33 U.S.C. §1317); (x) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. §6901, et seq. (42 U.S.C. §6903); or (xi) defined as "hazardous substances" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §9601, *et seq.*, as the foregoing statutes and regulations now exist or may hereafter be amended.

<u>Hazardous Materials Laws</u>. As used herein "**Hazardous Materials Laws**" means all federal, state and local laws, ordinances, regulations, orders and directives pertaining to Hazardous Materials, including without limitation, the laws, statutes and regulations cited in the preceding <u>definition of Hazardous Materials</u>, as any of the foregoing may be amended from time to time.

- **ACCESS.** At all times throughout the Term of this Agreement, Tenant and its employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access ("**Access**") from an open and improved public road to the open rooftop area of the Premises without prior notice to Landlord, and shall have access to the remainder in-building area of the Premises upon forty-eight (48) hours' written notice to Landlord (except in the case of an emergency when Tenant shall have immediate access after contacting the emergency contact number at Public Works Call in Line (650-877-8550) during business hours, or Police Dispatch (650-877-8900) or City's Public Works (Standby 650-333-2265) during after business hours) for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises.
- **REMOVAL/RESTORATION.** All portions of the Communication Facility brought onto the Property by Tenant will be and remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during or after the Term. 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 remain the property of Tenant and may be removed by Tenant at any time during or after the Term. Tenant will repair any damage to the Property resulting from Tenant's removal activities. Any portions of the Communication Facility that Tenant does not remove within one hundred ninety (90) days after the later of the end of the Term and cessation of Tenant's operations at the Premises shall be deemed abandoned and owned by Landlord. Notwithstanding the foregoing, Tenant will not be responsible for the replacement of any trees, shrubs or other vegetation.

14. MAINTENANCE/UTILITIES.

- (a) Tenant will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. Landlord will maintain and repair the Property and access thereto, the Structure, and all areas of the Premises where Tenant does not have exclusive control, in the same manner as other public properties are maintained, subject to reasonable wear and tear and damage from the elements. Landlord will be responsible for maintenance of landscaping on the Property, excluding any approved landscaping installed by Tenant as a condition of this Agreement or any required permit, which shall be responsibilities of Tenant.
- (b) Tenant will be responsible for paying on a monthly or quarterly basis all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Premises. In the event Tenant cannot secure its own metered electrical supply, Tenant will have the right, at its own cost and expense, to sub-meter from Landlord. When sub-metering is required under this Agreement, Landlord will read the meter and provide Tenant with an invoice and usage data on a monthly basis. Tenant shall reimburse Landlord for such utility usage at the same rate charged to Landlord by the utility service provider. Landlord further agrees to provide the usage data and invoice on forms provided by Tenant and to send such forms to such address and/or agent designated by Tenant. Tenant will remit payment within thirty (30) days of receipt of the usage data and required forms. Landlord shall maintain accurate and detailed records of all utility expenses, invoices and payments applicable to Tenant's reimbursement obligations hereunder. Within thirty (30) days after a request from Tenant, Landlord shall provide copies of such utility billing records to the Tenant in the form of copies of invoices, contracts and cancelled checks. If the utility billing records reflect an overpayment by Tenant, Tenant shall have the right to deduct the amount of such overpayment from any monies due to Landlord from Tenant.

- (c) As noted in Section 4(c), any utility fee recovery by Landlord is limited to a 2-year period. If Tenant sub-meters electricity from Landlord, Landlord agrees to give Tenant at least twenty-four (24) hours advance notice of any planned interruptions of said electricity. Landlord acknowledges that Tenant provides a communication service which requires electrical power to operate and must operate twenty-four (24) hours per day, seven (7) days per week. If the interruption is for an extended period of time, in Tenant's reasonable determination, Landlord agrees to allow Tenant the right to bring in a temporary source of power for the duration of the interruption at Tenant's sole cost and expense. Landlord will not be responsible for interference with, interruption of or failure, beyond the reasonable control of Landlord, of such services to be furnished or supplied by Landlord.
- (d) Tenant will have the right to install utilities specific to Tenant, and its successors, assigns, subtenants, and licensees, and/or Pacific Gas and Electric Company, at no additional cost to Landlord, and to improve present utilities on the Property and the Premises.

15. <u>DEFAULT AND RIGHT TO CURE.</u>

- (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 thirty (30) 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.
- (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 forty-eight (48) 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) business 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 may not assign or transfer this Agreement or sublet any portion of the Premises without the prior written consent of Landlord. Notwithstanding the foregoing, however, Tenant shall be permitted to assign this Agreement without Landlord's prior consent but with advance written notice to the Landlord to (i) Tenant's Affiliate (as defined in Section 24(i)); (ii) an entity that acquires all or substantially all of Tenant's assets in the market as defined by the Federal Communications Commission in which the Property is located; and where such assignee assumes, recognizes and also agrees to fully assume, and become responsible to Landlord for the performance of, all terms and conditions of this Agreement to the extent of such assignment. Upon notification to Landlord of such assignment or transfer, Tenant will be relieved of all future performance, liabilities and obligations under this Agreement. Any purported assignment, transfer, or sublet in violation of this section shall be void.
- **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: Tower Asset Group - Lease Administration

Re: Cell Site #: CCL06302; Cell Site Name: Miller Garage, CA

Fixed Asset #: 15530344

1025 Lenox Park Blvd NE, 3rd Floor

Atlanta, Georgia 30319

With a copy to: New Cingular Wireless PCS, LLC

Attn.: Legal Dept – Network Operations

Re: Cell Site #: CCL06302; Cell Site Name: Miller Garage, CA

Fixed Asset #: 15530344 208 S. Akard Street Dallas, TX 75202-4206

The copy sent to the Legal Department is an administrative step which alone does not constitute legal notice.

If to Landlord: City of South San Francisco

Attn: City Manager 400 Grand Avenue

South San Francisco, CA 94080

With a copy to: Redwood Public Law, LLP

Attn.: Sky Woodruff, City Attorney

409 13th Street, Suite 600 Oakland, California 94612

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) business 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.
- **CASUALTY.** Landlord will provide notice to Tenant of any casualty or other harm affecting the Property within forty-eight (48) hours of the casualty or other harm. If any part of the 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 and to be reimbursed for any prepaid Rent on a *pro rata* basis. Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property, but 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 Premises and/or the Communication Facility, as applicable, Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property 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 one hundred and eighty (180) days after the casualty

or other harm. 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.

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. <u>TAXES.</u>

- (a) Landlord shall be responsible for (i) all taxes and assessments levied upon the lands, improvements and other property of Landlord including any such taxes that may be calculated by a taxing authority using any method, including the income method, (ii) 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 this Agreement, and (iii) 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 a sale of the Property or assignment of Rent payments by Landlord. Tenant shall be responsible for (y) any taxes and assessments attributable to and levied upon Tenant's leasehold improvements on the Premises if and as set forth in this Section 21 and (z) 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. Nothing herein shall require Tenant to pay any inheritance, franchise, income, payroll, excise, privilege, rent, capital stock, stamp, documentary, estate or profit tax, or any tax of similar nature, that is or may be imposed upon Landlord.
- (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 does not provide such notice or notices to Tenant in a timely manner and Tenant's rights with respect to such taxes are prejudiced by the delay, Landlord shall reimburse Tenant for any increased costs directly resulting from the delay and Landlord shall be responsible for payment of the tax or assessment set forth in the notice, and Landlord shall not have the right to reimbursement of such amount from Tenant. If Landlord is required by law to advance the taxes that are imposed on Tenant, and 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 any other supporting documentation reasonably requested by Tenant to allow Tenant to reimburse Landlord, and Tenant shall reimburse Landlord within thirty (30) days after receipt of said notice and documents.
- (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 reasonably 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, or to Landlord to the extent the amounts were originally paid

by Landlord. 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) 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).
- (e) 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.
- (f) 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. <u>SALE OF PROPERTY.</u>

- (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, or all or any part of the Property or the Surrounding Property, to a purchaser other than Tenant, Landlord shall promptly notify Tenant in writing of such rezoning, sale, subdivision or transfer and any sale, subdivision or other 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 or the Surrounding Property for the installation, operation or maintenance of other wireless communication facilities if such installation, operation or maintenance will interfere (as defined in Section 8(e)) with Tenant's Permitted Use or communications equipment as determined by radio propagation tests performed by Tenant in its sole discretion. 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 or the Surrounding 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. [Reserved.]

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 of Lease.** Contemporaneously with the execution of this Agreement, the parties will execute a recordable Memorandum of Lease substantially in the form attached as **Exhibit 3**. 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, including but not limited to obtaining all required Government Approvals and City of South San Francisco permits and entitlements as applicable, at Tenant's sole cost and expense. 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.
- (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. 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/FTB 590.** As a condition precedent to payment, Landlord agrees to provide Tenant with both a completed IRS Form W-9 and CA FTB Form 590, or their respective equivalents, 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. A copy of the IRS Form W-9 and CA FTB Form 590 in their current forms are attached hereto as **Exhibit 2**.
- (l) **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) **Attorneys' Fees.** In the event that any dispute between the parties related to this Agreement should result in litigation, the prevailing party in such litigation shall be entitled to recover from the other party all reasonable fees and expenses of enforcing any right of the prevailing party, including reasonable attorneys' fees and expenses. Prevailing party means the party determined by the court to have most nearly prevailed even if such party did not prevail in all matters. This provision will not be construed to entitle any party other than Landlord, Tenant and their respective Affiliates to recover their fees and expenses.
- (n) **No Additional Fees/Incidental Fees.** Unless otherwise specified in this Agreement, all rights and obligations set forth in the Agreement shall be provided by Landlord and/or Tenant, as the case may be, at no additional cost. No unilateral fees or additional costs or expenses are to be applied by either party to the other party, for any task or service including, but not limited to, review of plans, structural analyses, consents, provision of documents or other communications between the parties. For clarification and the avoidance of doubt, this provision relates to the parties in their capacities as landlord and tenant only under this Agreement and shall not limit the fees that the City of South San Francisco may charge in its capacity as a municipality performing regulatory tasks as provided by statute (i.e., governmental regulatory fees, application fees).
- (o) **Further Acts.** Upon request, Landlord will cause to be promptly and duly taken, executed, acknowledged and delivered all such further acts, documents, and assurances as Tenant 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.

City of South San Francisco, a municipal corporation By: _____ Print Name: _____ Its: ____ Date: ____

"TENANT"

"LANDLORD"

New Cingular Wireless PCS, LLC, a Delaware limited liability company

By: AT&T Mobility Corporation

Its: Manager

By:		
Print Name:		
Its:		
Date:		

EXHIBIT 1

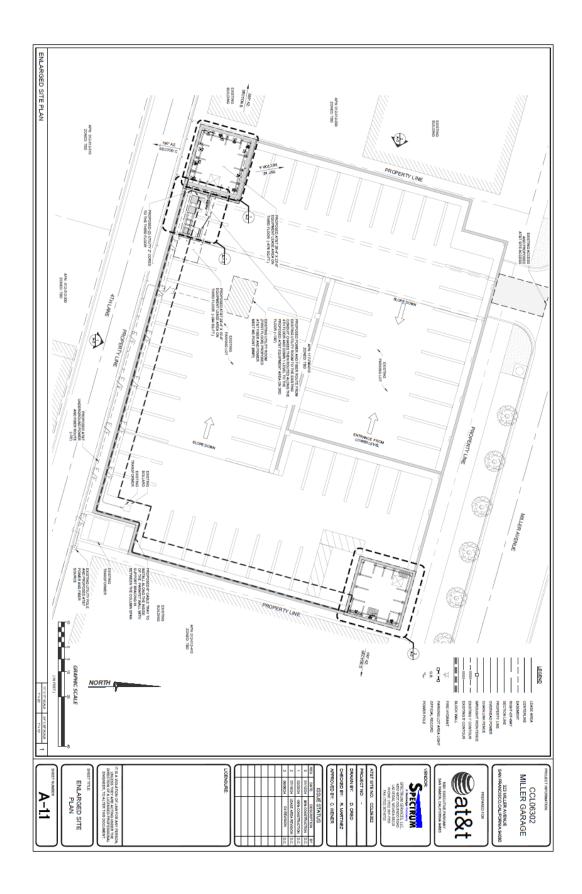
DESCRIPTION OF PROPERTY AND PREMISES

to the Structure Lease Agreement dated, 2024, by and between City of South San Francisco, a municipal corporation, having a mailing address of 400 Grand Avenue, South San Francisco, CA, as Landlord, and New Cingular 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 CITY OF SOUTH SAN FRANCISCO, IN THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:
Parcel One:
The Parking Unit as shown and described on that certain Condominium plan for the City of South San Francisco's Miller Avenue Parking Structure, City of South San Francisco, County of San Mateo, recorded on January 16, 2020, as Document No. 2020-004308 , of Official Records ("Condominium Plan")
<u>APN: 117-790-020</u>
Parcel Two
An undivided 9/10 interest in Lots 18, 19, 20 and the westerly 1/2 of Lot 21, Block 125, as said lots and block are shown on the map of "South San Francisco, San Mateo Co. Cal. Plat No. 1" filed March 1, 1892, in Book B, of Maps, Page 6 and copied in Book 2, of Maps, Pages 52a and 52b, and more particularly described as follows:
All property shown on exhibit "A" on that certain document entitled "Certificated of Compliance for lot merger" recorded December 17, 2019, as document 2019-107596, in the Office of the San Mateo County Recorder.
Excepting therefrom the "office unit" and "parking unit" as said units are shown on the "Condominium Plan for the City of South San Francisco's Miller Avenue Parking Structure" recorded January 16, 2020, as document 2020-004308, San Mateo County records and as defined in the "Declaration of Covenants Conditions and Restrictions of Miller Avenue Parking-Office" recorded January 22, 20202 as document 2020-005721, San Mateo County records.
Parcel Three:
Non-exclusive easements for support and maintenance as provided for in the declaration referred to above.
Parcel Four:
An undivided 1/10 interest in Lots 18, 19, 20 and the westerly 1/2 of Lot 21, Block 125, as said lots and block are shown on the map of "South San Francisco, San Mateo Co. Cal. Plat No. 1" filed March 1, 1892, in Book B, of Maps, Page 6 and copied in Book 2, of Maps, Pages 52 and 52b, and more particularly described as follows:
All property shown on exhibit "A" on that certain document entitled "Certificated of Compliance for lot merger" recorded December 17, 2019, as document 2019-107596, in the Office of the San Mateo County Recorder.
Excepting therefrom the "office unit" and "parking unit" as said units are shown on the "Condominium Plan for the City of South San Francisco's Miller Avenue Parking Structure" recorded January 16, 2020, as document 2020-004308, San Mateo County records and as defined in the "Declaration of Covenants Conditions and Restrictions of Miller Avenue Parking-Office" recorded January 22, 20202 as document 2020-005721, San Mateo County records.

Parcel Five:

Non-exclusive easements for support and maintenance as provided for in the declaration referred to above.

The Premises are described and/or depicted as follows:





AT&T SITE NUMBER: CCL06302 AT&T SITE NAME: MILLER GARAGE

323 MILLER AVENUE SAN FRANCISCO, CALIFORNIA 94080 JURISDICTION: CITY OF SOUTH SAN FRANCISCO APN: 117-790-020

SITE TYPE: EQUIPMENT ROOM / ROOFTOP

DISABLED ACCESS REQUIREMENTS

INITIATIVE/PROJECT: NSB

USID #: 320792

FA LOCATION CODE: 15530344

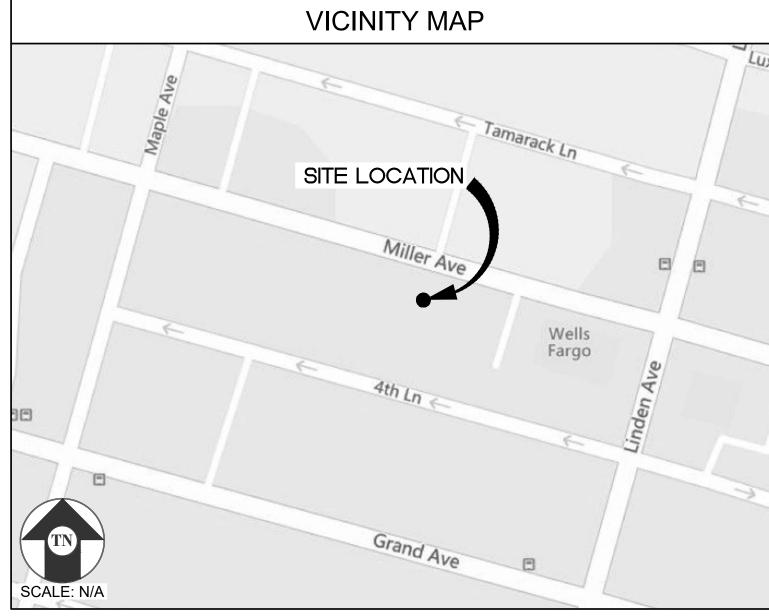
RFDS ID: 5420060 RFDS VERSION: 2.00 RFDS DATE:11/10/2022 PACE JOB #: MRSFR077686 PTN #: 3701A0YEHC

PROJECT DESCRIPTION

A (N) AT&T UNMANNED TELECOMMUNICATION FACILITY CONSISTING OF INSTALLING:

- INSTALLATION OF (18) PROPOSED AT&T PANEL ANTENNAS ((5) PER SECTOR)
- INSTALLATION OF (12) PROPOSED AT&T REMOTE RADIO HEADS (RRHs) ((3) PER SECTOR)
- INSTALLATION OF (4) PROPOSED AT&T SURGE SUPPRESSORS ((1) PER SECTOR) ON PROPOSED
- INSTALLATION OF (4) PROPOSED AT&T SURGE SUPPRESSORS ((1) PER SECTOR) ON PROPOSED
- INSTALLATION OF (4) PROPOSED AT&T OUTDOOR EQUIPMENT CABINETS
- INSTALLATION OF (2) FUTURE AT&T OUTDOOR EQUIPMENT CABINETS
- INSTALLATION OF PROPOSED AT&T UTILITIES TO NEW SITE LOCATION
- INSTALLATION OF (9) PROPOSED AT&T CONCRETE BOLLARDS

	PROJECT INF		
SITE NAME:	MILLER GARAGE	SITE ACQUISITION COMPANY:	MODUS LLC 240 STOCKTON STREET
SITE #:	CCL06302		SAN FRANCISCO, CALIFORNIA 9410
COUNTY:	SAN MATEO COUNTY	LEASING CONTACT:	ATTN: LORRIE BILLALON (510) 825-8889
JURISDICTION:	CITY OF SOUTH SAN FRANCISCO		LBILLALON@MODUSLLC.COM
APN:	117-790-020	ZONING CONTACT:	ATTN: ERIC LENTZ (805) 895-4394
SITE ADDRESS:	323 MILLER AVENUE		LENTZPLANNING@GMAIL.COM
CURRENT ZONING:	SAN FRANCISCO, CALIFORNIA 94080 DOWNTOWN RESIDENTIAL CORE (DRC)	CONSTRUCTION CONTACT:	ATTN: KEITH CONNER (408) 306-3801 GKCONNER@BECHTEL.COM
CONSTRUCTION TYPE:	2		
OCCUPANCY TYPE:	U, (UNMANNED COMMUNICATIONS FACILITY)		
POWER:	PG & E		
LATITUDE:	N 37° 39' 22.0032" NAD 83 N 37.6561120 NAD 83		
LONGITUDE:	N -122° 24' 41.3568" NAD 83 N -122.4114880 NAD 83		
GROUND ELEVATION:	±46.99' AMSL		
PROPERTY OWNER:	CITY OF SOUTH SAN FRANCISCO / TONY BARRES 323 MILLER AVENUE SOUTH FRANCISCO, CALIFORNIA 650.828.391		
APPLICANT:	AT&T MOBILITY 5001 EXECUTIVE PARKWAY		



FROM:	5001 EXECUTIVE PARKWAY, SAN RAMON, CALIFORNIA 94583	
TO:	SITE LOCATION (LAT: 37.656257° LONG: -122.411009°) SAN FRANCISCO, CALIFORNIA 94080	
1. HEAD S	SOUTHWEST	33 FT
2. TURN F	RIGHT	312 F
3. TURN I	LEFT TOWARD EXECUTIVE PKWY	164 F
4. TURN F	RIGHT TOWARD EXECUTIVE PKWY	295 F
5. TURN F	RIGHT ONTO EXECUTIVE PKWY	0.2 MI
6. TURN I	LEFT ONTO CAMINO RAMON	0.8 MI
7. USE TH	HE LEFT 2 LANES TO TURN LEFT ONTO CROW CANYON RD	0.2 MI
8. USE TH	HE RIGHT 2 LANES TO MERGE ONTO I-680 N VIA THE RAMP TO SACRAMENTO	0.4 MI
9. MERGE	E ONTO I-680 N	9.2 MI
10. USE TH	HE RIGHT 2 LANES TO TAKE EXIT 46A FOR STATE ROUTE 24	
_	ARD OAKLAND/LAFAYETTE	1.1 MI
	NUE ONTO CA-24 W	8.1 MI
	EFT TO STAY ON CA-24 W	4.3 MI
	EXIT 2B TO MERGE ONTO I-580 W TOWARD SAN FRANCISCO	1.5 MI
	EXIT 19A ON THE LEFT TO MERGE ONTO I-80 W TOWARD SAN FRANCISCO	8.5 MI
	E ONTO US-101 S	8.2 MI
-	EXIT 425A TOWARD GRAND AVE	0.2 MI
17. DESTIN	NATION WILL BE ON THE LEFT	
ESTIMATED	TIME: 43 MINUTES ESTIMATED DISTANCE: 43.0 MILES	

ALL WORK & MATERIALS SHALL BE PERFORMED & INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO H=THESE CODES: 2022 CALIFORNIA ENERGY CODE (CEC), PART 6, TITLE 24 C.C.R. 2022 CALIFORNIA FIRE CODE, PART 9, TITLE 24 C.C.R. (2021 INTERNATIONAL FIRE CODE AND 2022 CALIFORNIA AMENDMENTS) 2022 CALIFORNIA GREEN BUILDING STANDARDS CODE, PART 11, TITLE 24 C.C.R. 2022 CALIFORNIA REFERENCE STANDARDS, PART 12 TITLE 24 C.C.R. ANSI/EIA-TIA-222-H ALONG WITH ANY OTHER APPLICABLE LOCAL & STATE LAWS AND REGULATIONS

THIS FACILITY IS UNMANNED & NOT FOR HUMAN HABITATION. DISABLED ACCESS & REQUIREMENTS ARE NOT REQUIRED IN ACCORDANCE WITH CALIFORNIA STATE BUILDING CODE, TITLE 24 PART 2, SECTION 11B-203.5

CODE COMPLIANCE

	SHEET INDEX	
SHEET NO.	DESCRIPTION	REV
T-1	TITLE SHEET	2
T-2	SITE SIGNAGE	2
T-3	BATTERY SPECIFICATIONS	2
C-1	SURVEY	2
A-1	OVERALL SITE PLAN	2
A-1.1	ENLARGED SITE PLAN	2
A-1.2	EQUIPMENT PLAN ON THIRD FLOOR	2
A-2	ANTENNA PLANS AND EQUIPMENT SCHEDULE	2
A-3	PROPOSED NORTHWEST & SOUTHWEST ELEVATIONS	2
D-1	EQUIPMENT DETAILS	2
D-2	EQUIPMENT DETAILS	2
E-1	ELECTRICAL NOTES	2
E-2	UTILITY ROUTING, PANEL SCHEDULE, SINGLE LINE DIAGRAM & NOTES	2
E-3	ELECTRICAL DETAILS	2
G-1	GROUNDING LAYOUTS, NOTES AND DETAILS	2
G-2	GROUNDING DETAILS	2
RF-1	PLUMBING DIAGRAM	2
S-1	STRUCTURAL DETAILS	2
S-2	STRUCTURAL DETAILS	2
S-3	STRUCTURAL DETAILS	2
S-4	STRUCTURAL DETAILS	2

PROJECT INFORMATION:

CCL06302 MILLER GARAGE

323 MILLER AVENUE SAN FRANCISCO, CALIFORNIA 94080



SAN RAMON, CALIFORNIA 94583



LAS VEGAS, NEVADA 89118 PHONE: (702) 367-7705 FAX: (702) 367-8733

AT&T SITE NO: CCL06302

DRAWN BY: D. CREO

PROJECT NO: -

CHECKED BY: R. MARTINEZ

APPROVED BY: C. WENER

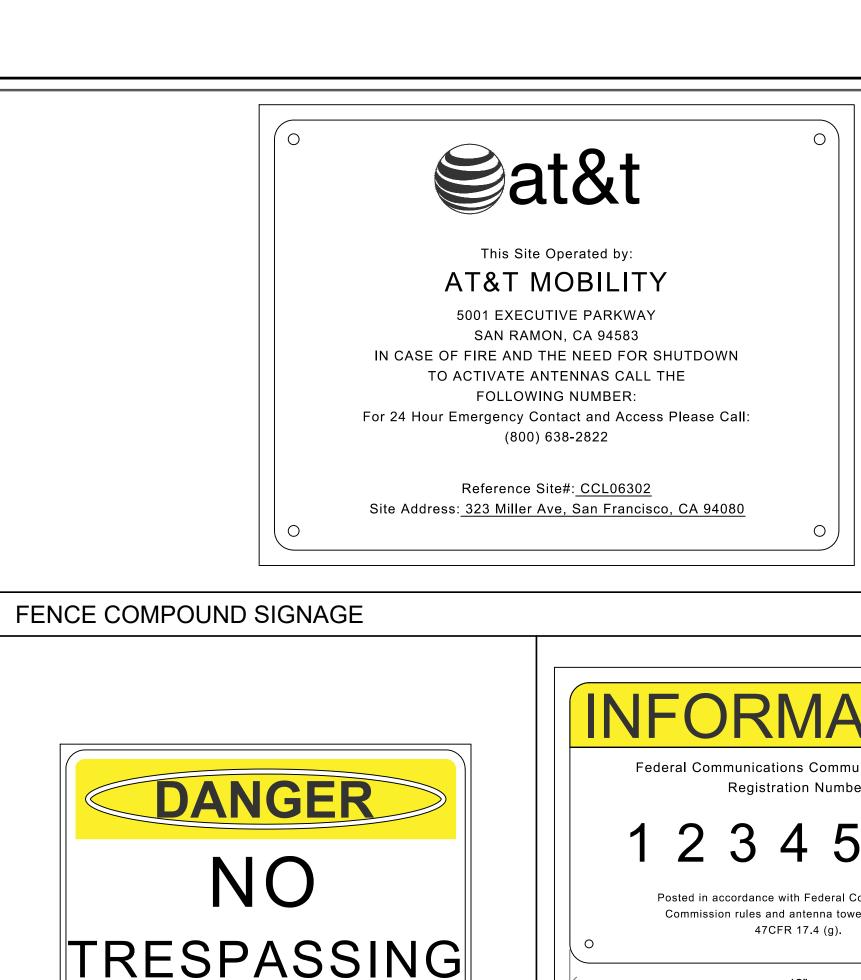
		ISSI	JE STATUS	
	REV.	DATE	DESCRIPTION	BY
	0	01/10/24	90% CONSTRUCTION	D.C.
	1	02/20/24	100% CONSTRUCTION	D.C.
	2	07/16/24	LEASE AREA REVISION	D.C.
	3	08/06/24	CX REVISION	D.C.

LICENSURE:

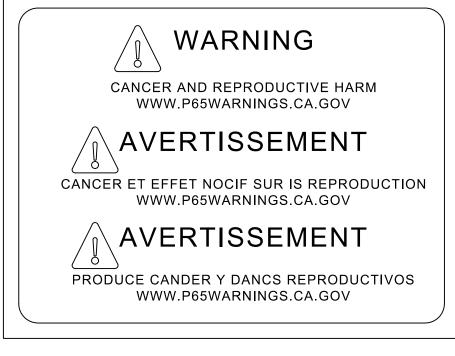
IT IS A VIOLATION OF LAW FOR ANY PERSON UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

SHEET TITLE:

TITLE SHEET



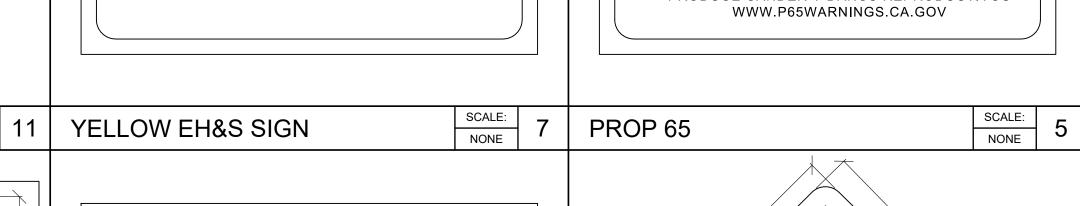


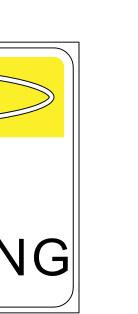


SIGNAGE AND STRIPING INFORMATION

- THE FOLLOWING INFORMATION IS A GUIDELINE WITH RESPECT TO PREVAILING STANDARDS LIMITING HUMAN EXPOSURE TO RADIO FREQUENCY ENERGY AND SHOULD BE USED AS SUCH. IF THE SITE'S EMF REPORT OR ANY LOCAL, STATE OR FEDERAL GUIDELINES OR REGULATIONS SHOULD BE IN CONNECT WITH ANY PART OF THESE NOTES OR PLANS, THE MORE RESTRICTIVE GUIDELINE OR REGULATION
- SHALL BE FOLLOWED AND OVERRIDE THE LESSER. THE PUBLIC LIMIT OF RF EXPOSURE ALLOWED BT AT&T IS 1mWcm*2 AND THE
- OCCUPATIONAL LIMIT OF RF EXPOSURE ALLOWED BY AT&T IS 5mWcm*2. IF THE BOTTOM OF THE ANTENNA IS MOUNTED (8) EIGHT FEET ABOVE THE GROUND OR WORKING PLATFORM LINE OF THE PERSONAL COMMUNICATION SYSTEM (PCS) AND DOES NOT EXCEED THE PUBLIC LIMIT OF RF EXPOSURE LIMIT THEN NO STRIPING OR BARRICADES SHOULD BE NEEDED
- IF THE PUBLIC LIMIT OF RF EXPOSURE ON THE SITE IS EXCEEDED AND THE AREA IS PUBLICLY ACCESSIBLE (e.g. ROOF ACCESS DOOR THAT CANNOT BE LOCKED, OR FIRE EGRESS) THEN BOTH BARRICADES AND STRIPING SHALL BE PLACED AROUND THE ANTENNAS. THE EXACT EXTENT OF THE BARRICADES AND STRIPING SHALL BE DETERMINED BY THE EMF REPORT FOR THE SITE DONE BEFORE OR SHORTLY AFTER COMPLETION OF THE SITE CONSTRUCTION. USE THE PLANS AS A GUIDELINE FOR PLACEMENT OF SUCH BARRICADES AND STRIPING.
- IF THE PUBLIC LIMIT OF RF EXPOSURE ON THE SITE IS EXCEEDED AND THE AREA IS PUBLICLY ACCESSIBLE (e.g. ROOF ACCESS DOOR THAT CANNOT BE LOCKED, OR FIRE EGRESS) THEN BOTH BARRICADES AND STRIPING SHALL BE PLACED AROUND THE ANTENNAS. THE EXACT EXTENT OF THE BARRICADES AND STRIPING SHALL BE PLACED AROUND THE ANTENNAS, THE EXACT EXTENT OF THE BARRICADES & STRIPING SHALL BE DETERMINED BY THE EMF REPORT FOR THE SITE DONE BEFORE OR SHORTLY AFTER COMPLETION OF SITE CONSTRUCTION. USE THE PLANS AS A GUIDELINES FOR PLACEMENT OF SUCH BARRICADES AND STRIPING ALL TRANSMIT ANTENNAS REQUIRE A THREE LANGUAGE WARNING SIGN WRITTEN
- IN ENGLISH, SPANISH, AND CHINESE. THIS SIGN SHALL BE PROVIDED TO THE CONTRACTOR Y THE AT&T CONSTRUCTION PROJECT MANAGER AT THE TIME OF CONSTRUCTION. THE LARGER SIGN SHALL BE PLACED IN PLAIN SIGHT AT ALL ROOF ACCESS LOCATIONS AND ON ALL BARRICADES. THE SMALLER SIGN SHALL BE PLACED ON THE ANTENNA ENCLOSURES IN A MANNER THAT IS EASILY SEEN BY ANY PERSON ON THE ROOF. WARNING SIGNS SHALL COMPLY WITH ANSI C95.2 COLOR, SYMBOL, AND CONTENT CONVENTIONS. ALL SIGNS SHALL HAVE AT&T'S NAME AND THE COMPANY CONTACT INFORMATION (e.g. TELEPHONE NUMBER) TO ARRANGE FOR ACCESS TO THE RESTRICTED AREAS. THIS TELEPHONE NUMBER SHALL BE PROVIDED TO THE CONTRACTOR BY THE AT&T CONSTRUCTION PROJECT MANAGER AT THE TIME OF CONSTRUCTION.
- PHOTOS OF ALL STRIPING, BARRICADES AND SIGNAGE SHALL BE PART OF THE CONTRACTORS CLOSE OUT PACKAGE & SHALL BE TURNED INTO THE AT&T CONSTRUCTION PACKAGE & SHALL BE TURNED INTO THE AT&T CONSTRUCTION MANAGER AT THE END OF CONSTRUCTION. STRIPING SHALL BE DONE WITH FADE RESISTANT YELLOW SAFETY PAINT IN A CROSS-HATCH PATTERN AS DETAILED BY THE CONSTRUCTION DRAWINGS. ALL BARRICADES SHALL BE MADE OF AN RF FRIENDLY MATERIAL SO AS NOT TO BLOCK OR INTERFERE WITH THE OPERATION OF THE ANTENNAS. BARRICADES SHALL BE PAINTED WITH FADE RESISTANT YELLOW SAFETY PAINT. THE CONTRACTOR SHALL PROVIDE WITH ALL RF FRIENDLY BARRICADES NEEDED, & SHALL PROVIDE THE AT&T CONSTRUCTION PROJECT MANAGER WITH A DETAILED SHOP DRAWING OF EACH BARRICADES. UPON CONSTRUCTION COMPLETION.

GENERAL NOTES





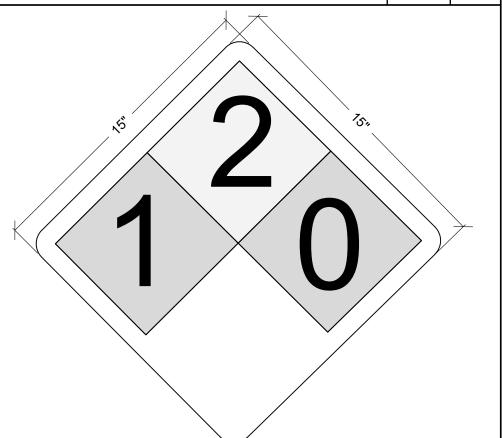


DIESEL FUEL

COMBUSTIBLE NO SMOKING NO OPEN FLAMES

FUEL TANK CAPACITY 190 GALS

FUEL TYPE SIGN



NFPA 704 HAZARD DIAMOND SIGN

CCL06302 MILLER GARAGE

PROJECT INFORMATION:

323 MILLER AVENUE SAN FRANCISCO, CALIFORNIA 94080

PREPARED FOR



5001 EXECUTIVE PARKWAY SAN RAMON, CALIFORNIA 94583

PECTRUM

SPECTRUM SERVICES, LLC 4850 WEST OQUENDO ROAD LAS VEGAS, NEVADA 89118 PHONE: (702) 367-7705 FAX: (702) 367-8733

AT&T SITE NO: CCL06302

PROJECT NO: -

LICENSURE:

DRAWN BY: D. CREO

CHECKED BY: R. MARTINEZ

APPROVED BY: C. WENER

-			
	ISSI	UE STATUS	
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0	01/10/24	90% CONSTRUCTION	D.C.
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2	07/16/24	LEASE AREA REVISION	D.C.
3	08/06/24	CX REVISION	D.C.



ONLY

FENCED COMPOUND SIGNAGE

Property of AT&T

FCC ASR SIGNAGE

Authorized Personnel Only

No Trespassing Violators will be prosecuted

In case of emergency, or prior to performing maintenance on this site, call (800) 638-2822 and reference cell site number CCL06302

DOOR / EQUIPMENT SIGN **GATE SIGNAGE**



NFPA HAZARD SIGN

Property of AT&T

In case of emergency, or prior to performing maintenance on this site, call (800) 638-2822 ACCORDANCE W/ AT&T WIRELESS DOCUMENT #03-0074, RF EXPOSURE POLICY AND RF SAFETY COMPLIANCE PROGRAM LATEST EDITION.

2. CONTRACTOR SHALL CONTACT AT&T R-RFSC FOR INFORMATION ON MPE LEVELS AND INSTRUCTIONS ON LEVEL AND LOCATION OF SIGNAGE.

1. CONTRACTOR SHALL INSTALL ALL INFORMATION SIGNAGE IN



On this tower: Beyond This Point you are entering an area where radio frequency (RF) fields may exceed the FCC General Population Exposure Limits. Contact AT&T at 800-638-2822 and follow their instructions prior to performing any maintenance or repairs above this point.

Personal climbing this tower should be trained for working in RF environment and used a personal RF monitoring if working near active antennas.



AT&T operates antennas at this site. Beyond This Point you are entering an area the FCC General Population Exposure Limits. Follow safety guidelines for working in an RF

instructions prior to performing any maintenance



AT&T operates antennas at this site. Beyond This Point you are entering an area where radio frequency (RF) fields may exceed the FCC General Population Exposure Limits. Follow safety guidelines for working in an RF environment. Contact AT&T at 800-638-2822 and follow their

instructions prior to performing any maintenance or repairs above this point.

SCALE: NONE

SCALE: NONE

SHEET TITLE:

IT IS A VIOLATION OF LAW FOR ANY PERSON UNLESS THEY ARE ACTING UNDER THE

DIRECTION OF A LICENSED PROFESSIONAL

ENGINEER, TO ALTER THIS DOCUMENT.

SITE SIGNAGE

SCALE: 9

Authorized Personnel Only

CABINET DOORS SIGNAGE

and reference cell site number CCL06302



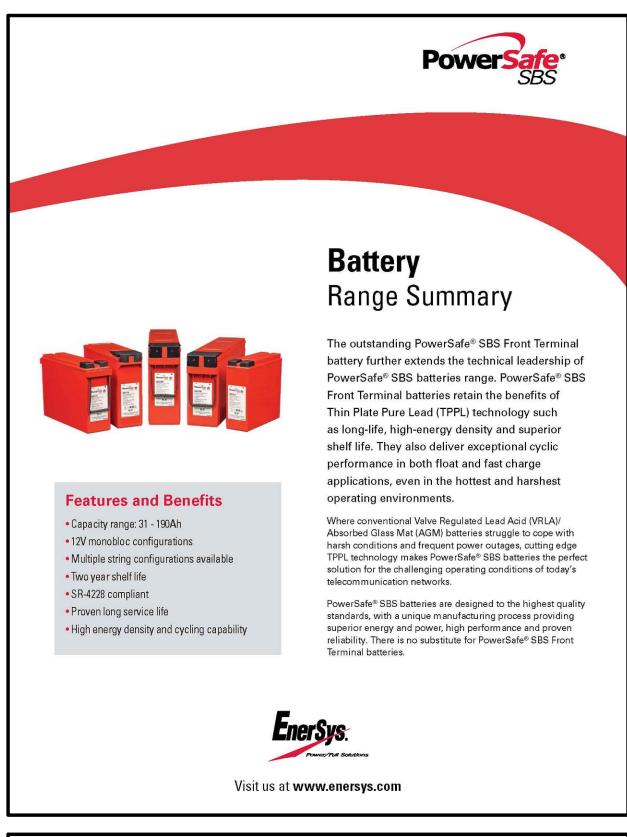
where radio frequency (RF) fields may exceed

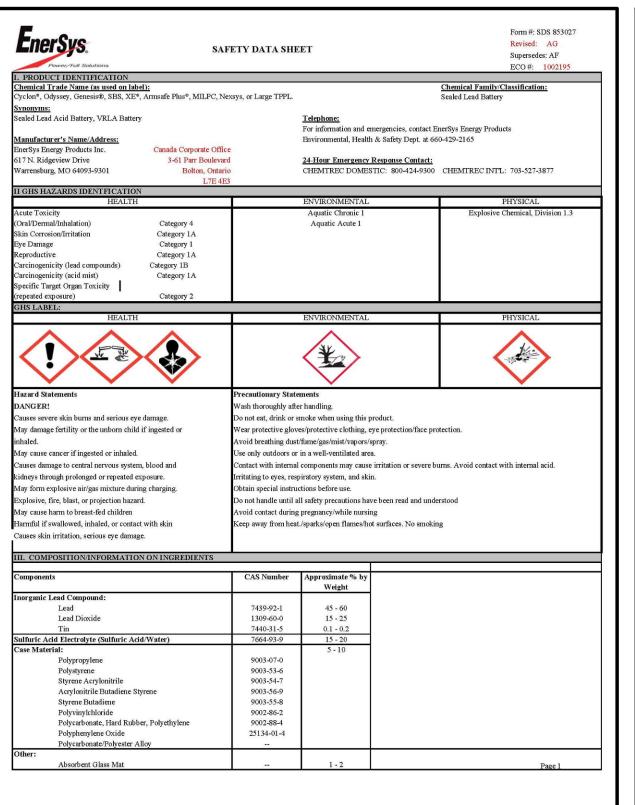
Contact AT&T at 800-638-2822 and follow their

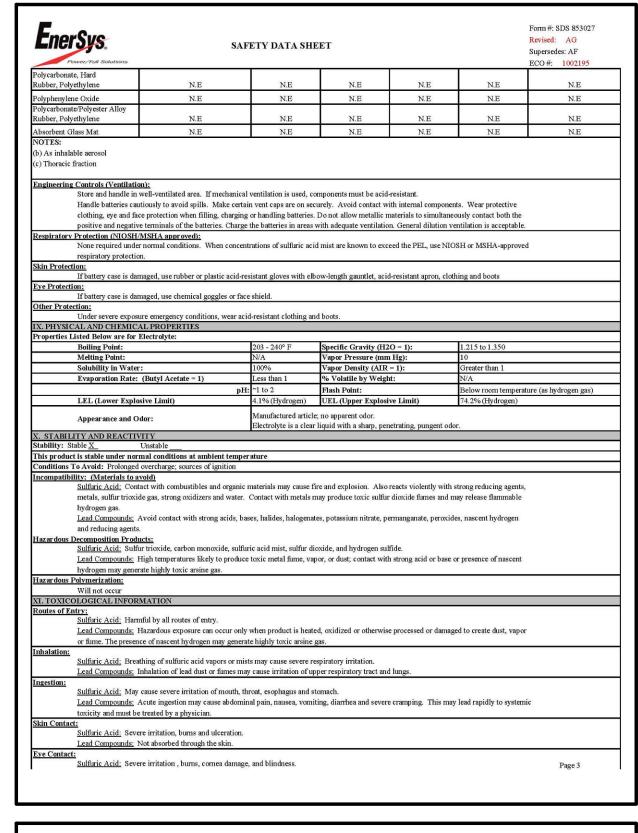
CAUTION AND WARNING SIGN

or repairs above this point.

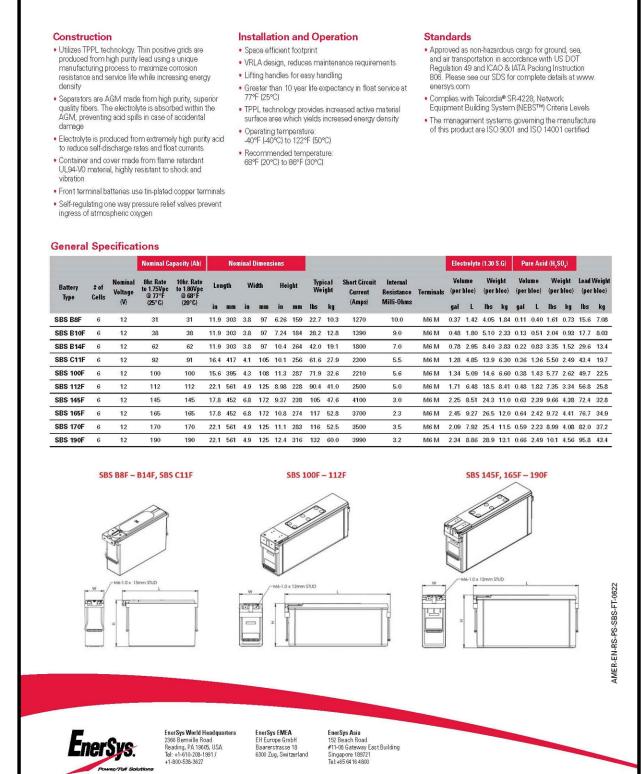
NOTICE SIGN

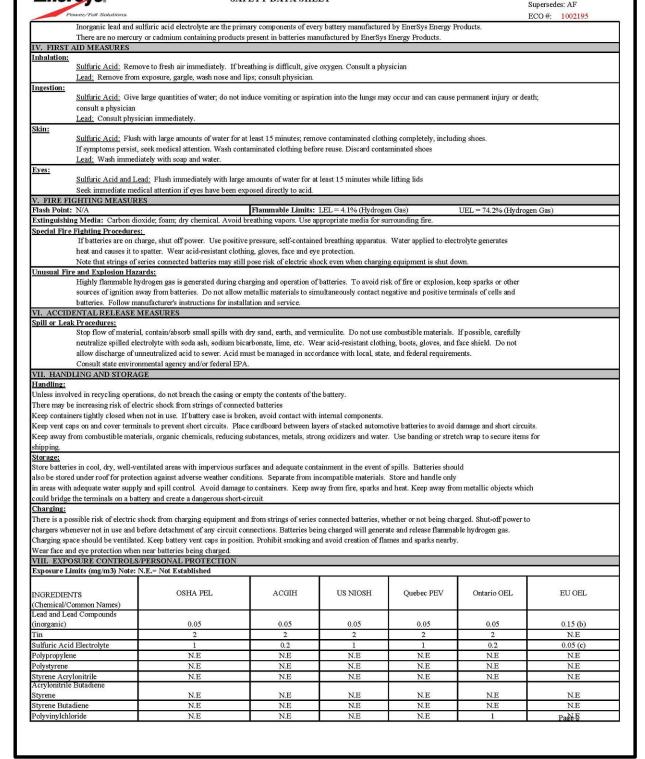








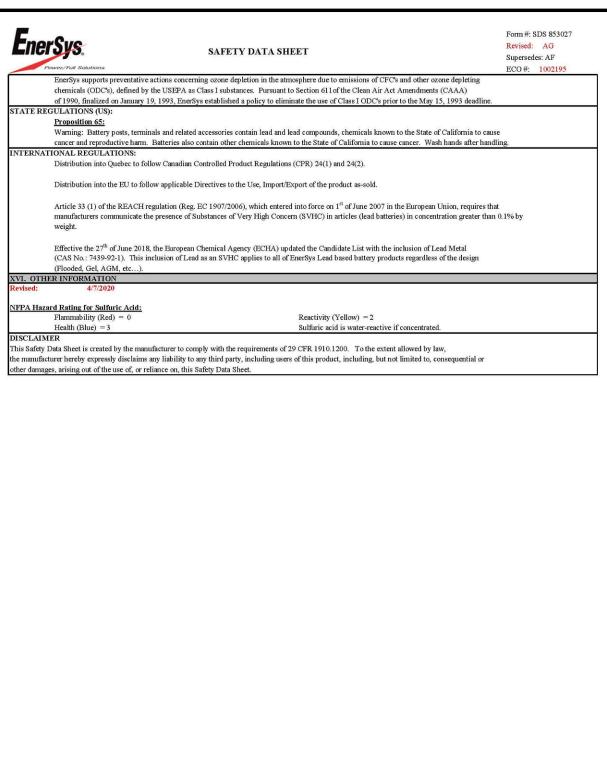




SAFETY DATA SHEET

EnerSys.

EnerSys.	SAFETY DATA SHEET	Form #: SDS 853 Revised: AG Supersedes: AF ECO #: 10021
	ents: May cause eye irritation.	10021
Effects of Over exposure - A		
	. Severe skin irritation, damage to comea, upper respiratory irritation. <u>nds:</u> Symptoms of toxicity include headache, fatigue, abdominal pain, loss of appetite, muscle aches and weakness, sleep and irritability.	
Effects of Over exposure - C		
<u>Lead Compou</u> females. Repe conduction ve	Possible crosion of tooth enamel, inflammation of nose, throat and bronchial tubes. nds; Anemia, neuropathy, particularly of the motor nerves, with wrist drop; kidney damage; reproductive changes in males and ated exposure to lead and lead compounds in the workplace may result in nervous system toxicity. Some toxicologists report abnorma decities in persons with blood lead levels of 50mcg/100 ml or higher. Heavy lead exposure may result in central nervous system damage to the blood-forming (hematopoietic) tissues.	
Carcinogenicity:		
Group 1 carcir acid solutions product, such <u>Lead Compou</u>	The International Agency for Research on Cancer (IARC) has classified "strong inorganic acid mist containing sulfuric acid" as a nogen, a substance that is carcinogenic to humans. This classification does not apply to liquid forms of sulfuric acid or sulfuric contained within a battery. Inorganic acid mist (sulfuric acid mist) is not generated under normal use of this product. Misuse of the as overcharging, may result in the generation of sulfuric acid mist. nds; Lead is listed as a Group 2A carcinogen, likely in animals at extreme doses. Per the guidance found in OSHA 29 CFR 1910.120 his is approximately equivalent to GHS Category 1B. Proof of carcinogenicity in humans is lacking at present.	00
Medical Conditions Genera	ally Aggravated by Exposure:	
	to sulfuric acid mist may cause lung damage and aggravate pulmonary conditions. Contact of sulfuric acid with skin may aggravate	
Acute Toxicity:	as eczema and contact dermatitis. Lead and its compounds can aggravate some forms of kidney, liver and neurologic diseases.	
Inhalation LD50:		
The state of the s	g/m3; LC50: guinea pig: 510 mg/m3	
Exemental Lead: Acute 1 0X10	city Point Estimate = 4500 ppmV (based on lead bullion)	
Additional Health Data:	city Estimate (ATE) = 500 mg/kg body weight (based on lead bullion) als, including the hazardous ingredients in this product, are taken into the body primarily by inhalation and ingestion.	
Most inhalatio Follow good p worksite. Keep tobacco and co never taken ho children and th	on problems can be avoided by adequate precautions such as ventilation and respiratory protection covered in Section 8. sersonal hygiene to avoid inhalation and ingestion: wash hands, face, neck and arms thoroughly before eating, smoking or leaving the prontaminated clothing out of non-contaminated areas, or wear cover clothing when in such areas. Restrict the use and presence of fecosmetics to non-contaminated areas. Work clothes and work equipment used in contaminated areas must remain in designated areas a some or laundered with personal non-contaminated clothing. This product is intended for industrial use only and should be isolated from heir environment. Indirect to EC Directive 67/548/EEC classified lead compounds, but not lead in metal form, as possibly toxic to reproduction.	nd
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Most inhalatio Follow good p worksite. Keej tobacco and co never taken he children and tl The 19 th Amer Risk phrase 61 XII. ECOLOGICAL INFO Environmental Fate: Lead is very p Bicaccumulati Most studies is	rersonal hygiene to avoid inhalation and ingestion: wash hands, face, neck and arms thoroughly before eating, smoking or leaving the p contaminated clothing out of non-contaminated areas, or wear cover clothing when in such areas. Restrict the use and presence of for osmetics to non-contaminated areas. Work clothes and work equipment used in contaminated areas must remain in designated areas a ome or laundered with personal non-contaminated clothing. This product is intended for industrial use only and should be isolated from heir environment. Indiment to EC Directive 67/548/EEC classified lead compounds, but not lead in metal form, as possibly toxic to reproduction. It May cause harm to the unborn child, applies to lead compounds, especially soluble forms. In MAMATION PREMATION Persistent in soil and sediments. No data on environmental degradation. Mobility of metallic lead between ecological compartments is into of lead occurs in aquatic and terrestrial animals and plants but little bioaccumulation occurs through the food chain. Include lead compounds and not elemental lead. Quatic Toxicity: 24-hr LC50, freshwater fish (Brachydanio rerio): 82 mg/L	nd m
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Most inhalatio Follow good p worksite. Keep tobacco and or never taken he children and th The 19th Amer Risk phrase 61 XII. ECOLOGICAL INFO Environmental Fate: Lead is very p Bioaccumulati Most studies is Environmental Toxicity: A Sulfuric acid: Lead; Volatile orga Water Endan XIII. DISPOSAL CONSID Spent batteries; Send to see 40 CFR Section 266.80 are n agency and/or federal EPA. Electrolyte: Place neutralized slurry into neutralization and testing, sh	personal hygiene to avoid inhalation and ingestion: wash hands, face, neck and arms thoroughly before eating, smoking or leaving the p contaminated clothing out of non-contaminated areas, or wear cover clothing when in such areas. Restrict the use and presence of fo sometics to non-contaminated areas. Work clothes and work equipment used in contaminated areas must remain in designated areas a ome or laundered with personal non-contaminated clothing. This product is intended for industrial use only and should be isolated from heir environment. Indirect to EC Directive 67/548/EEC classified lead compounds, but not lead in metal form, as possibly toxic to reproduction. It May cause harm to the unborn child, applies to lead compounds, especially soluble forms. It May cause harm to the unborn child, applies to lead compounds, especially soluble forms. It is more than to the unborn child, applies to lead compounds, especially soluble forms. It is more than to the unborn child, applies to lead compounds, but not lead in metal form, as possibly toxic to reproduction. It is may cause harm to the unborn child, applies to lead compounds, especially soluble forms. It is may cause harm to the unborn child, applies to lead compounds, especially soluble forms. It is may cause harm to the unborn child, applies to lead compounds, especially soluble forms. It is may cause harm to the unborn child, applies to lead compounds, but not lead between ecological compartments is ion of lead occurs in aquatic and terrestrial animals and plants but little bioaccumulation occurs through the food chain. Include lead compounds and not elemental lead. It is more than the unborn child, applies to lead compounds, but not lead between ecological compartments is on of lead between ecological compartments is on	nd m
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					BATTERY INFORMATION CFC 1206		
BATTERY MODEL	TOTAL # OF BATTERY UNITS INSTALLED	TOTAL ELECTROLYTE VOLUME (GAL) PER UNIT	TOTAL ELECTROLYTE WEIGHT (LBS) PER UNIT	% SULFURIC = <u>ACID VOLUME / UNIT</u> ACID BY VOL ELECTROLYTE VOLUME/UNIT	% SULFURIC = <u>TOTAL ACID WEIGHT</u> ACID BY WEIGHT TOTAL ELECTROLYTE WEIGHT	TOTAL SULFURIC = TOTAL UNITS X VOL (GAL) SULFURIC VOL/UNIT	% SULFURIC = <u>ACID VOLUME / UNIT</u> ACID BY VOL ELECTROLYTE VOLUME/UNIT
POWERSAFE - SBS190F	32 UNITS	2.34 GAL	28.9 LBS	28.21% = 0.66 GAL / 2.34 GAL	34.95% = 10.1 LBS/28.9 LBS	74.88 GAL = 32 UNITS X 2.34 / UNIT	323.2 LBS = 32 UNITS X 10.1 LBS

Form #: SDS 853027

Revised: AG

PROJECT INFORMATION:

CCL06302 MILLER GARAGE

323 MILLER AVENUE SAN FRANCISCO, CALIFORNIA 94080

PREPARED FOR



5001 EXECUTIVE PARKWAY SAN RAMON, CALIFORNIA 94583

VENDOR:



SPECTRUM SERVICES, LLC. 4850 WEST OQUENDO ROAD LAS VEGAS, NEVADA 89118 PHONE: (702) 367-7705 FAX: (702) 367-8733

AT&T SITE NO: CCL06302

PROJECT NO: -

DRAWN BY: D. CREO

CHECKED BY: R. MARTINEZ

APPROVED BY: C. WENER

,							
1		ISSUE STATUS					
	REV.	DATE	DESCRIPTION	BY			
	0	01/10/24	90% CONSTRUCTION	D.C.			
	1	02/20/24	100% CONSTRUCTION	D.C.			
	2	07/16/24	LEASE AREA REVISION	D.C.			
	3	08/06/24	CX REVISION	D.C.			

LICENSURE:

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

SHEET TITLE:

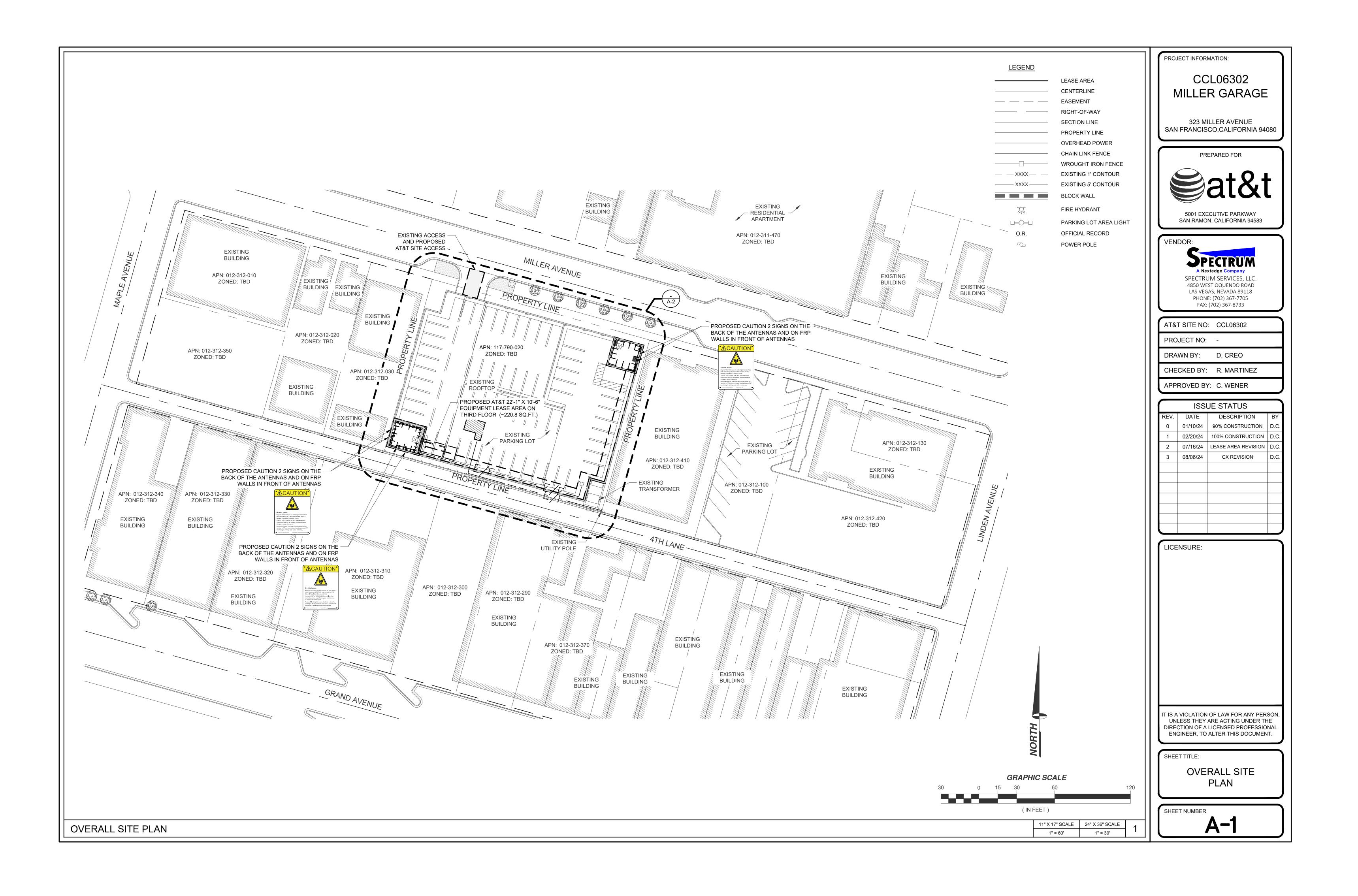
Page 6

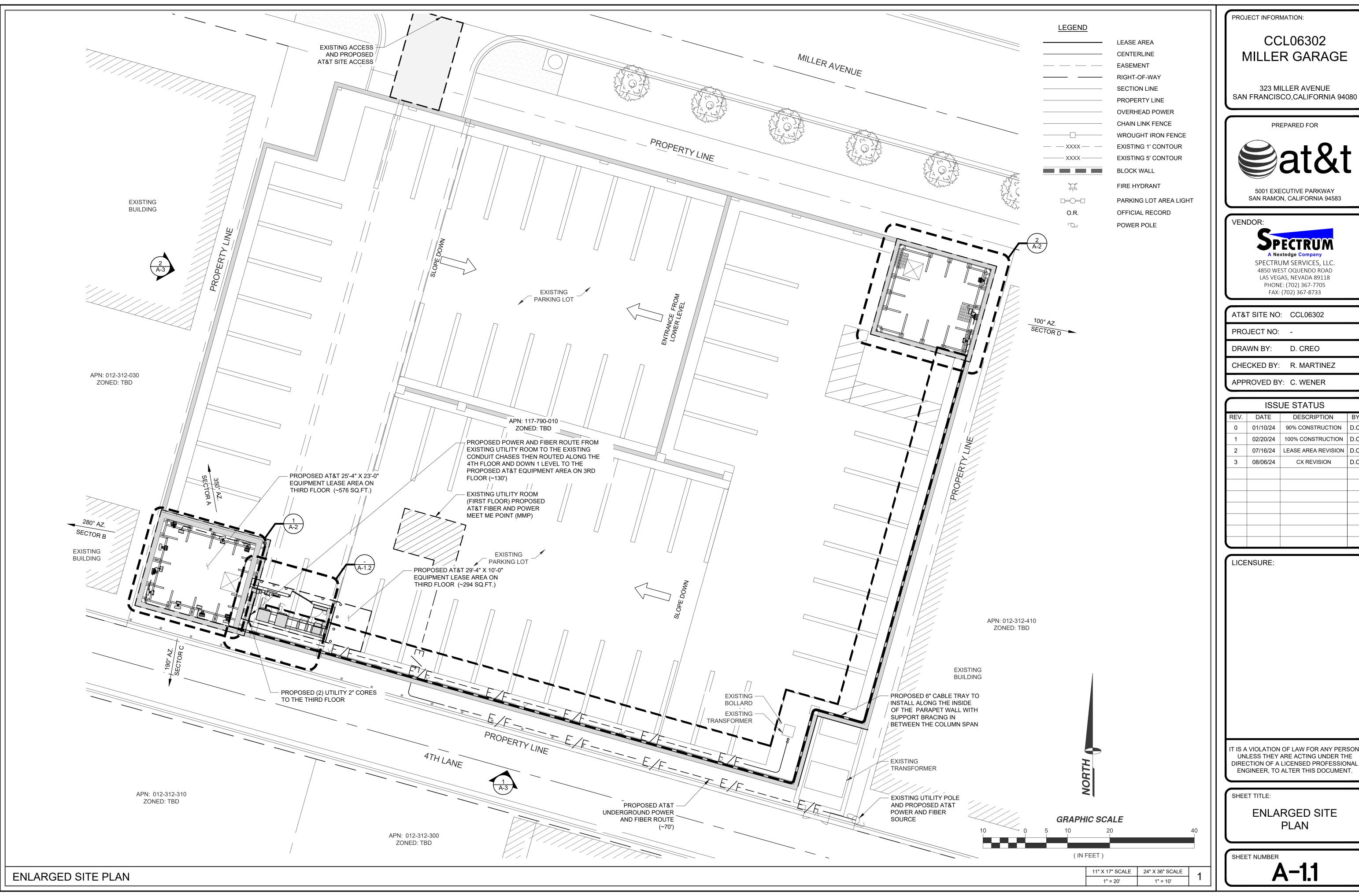
BATTERY SPECIFICATIONS

SHEET NUMBER
T-3

BATTERY SPECIFICATIONS

SCALE:
NONE



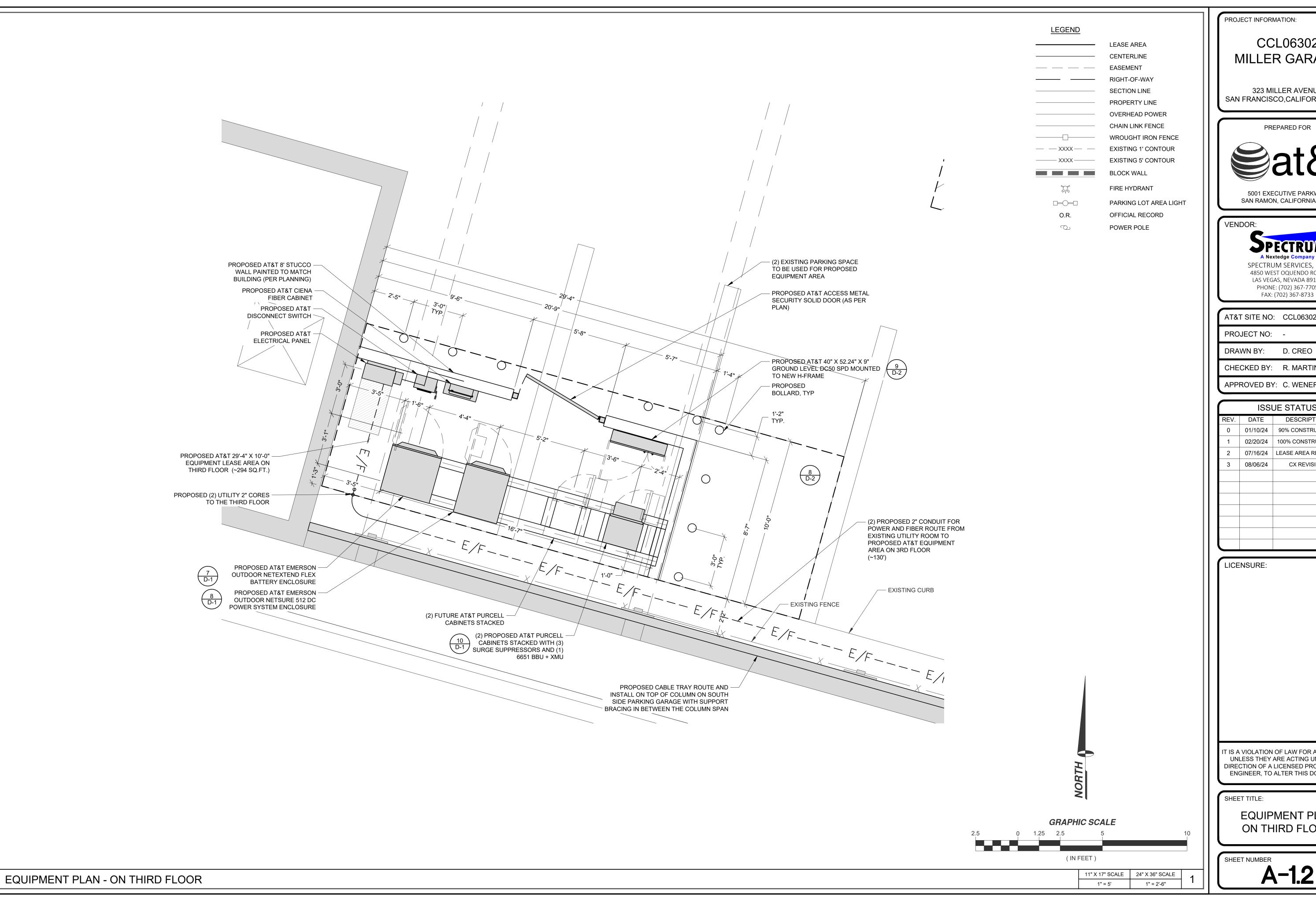


SAN FRANCISCO, CALIFORNIA 94080



	ISSUE STATUS						
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	1	02/20/24	100% CONSTRUCTION	D.C.			
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a .							

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PROJECT INFORMATION:

CCL06302 MILLER GARAGE

323 MILLER AVENUE SAN FRANCISCO, CALIFORNIA 94080

PREPARED FOR



5001 EXECUTIVE PARKWAY SAN RAMON, CALIFORNIA 94583

VENDOR:

A Nextedge Company

SPECTRUM SERVICES, LLC. 4850 WEST OQUENDO ROAD LAS VEGAS, NEVADA 89118 PHONE: (702) 367-7705 FAX: (702) 367-8733

AT&T SITE NO: CCL06302

PROJECT NO: -

CHECKED BY: R. MARTINEZ

APPROVED BY: C. WENER

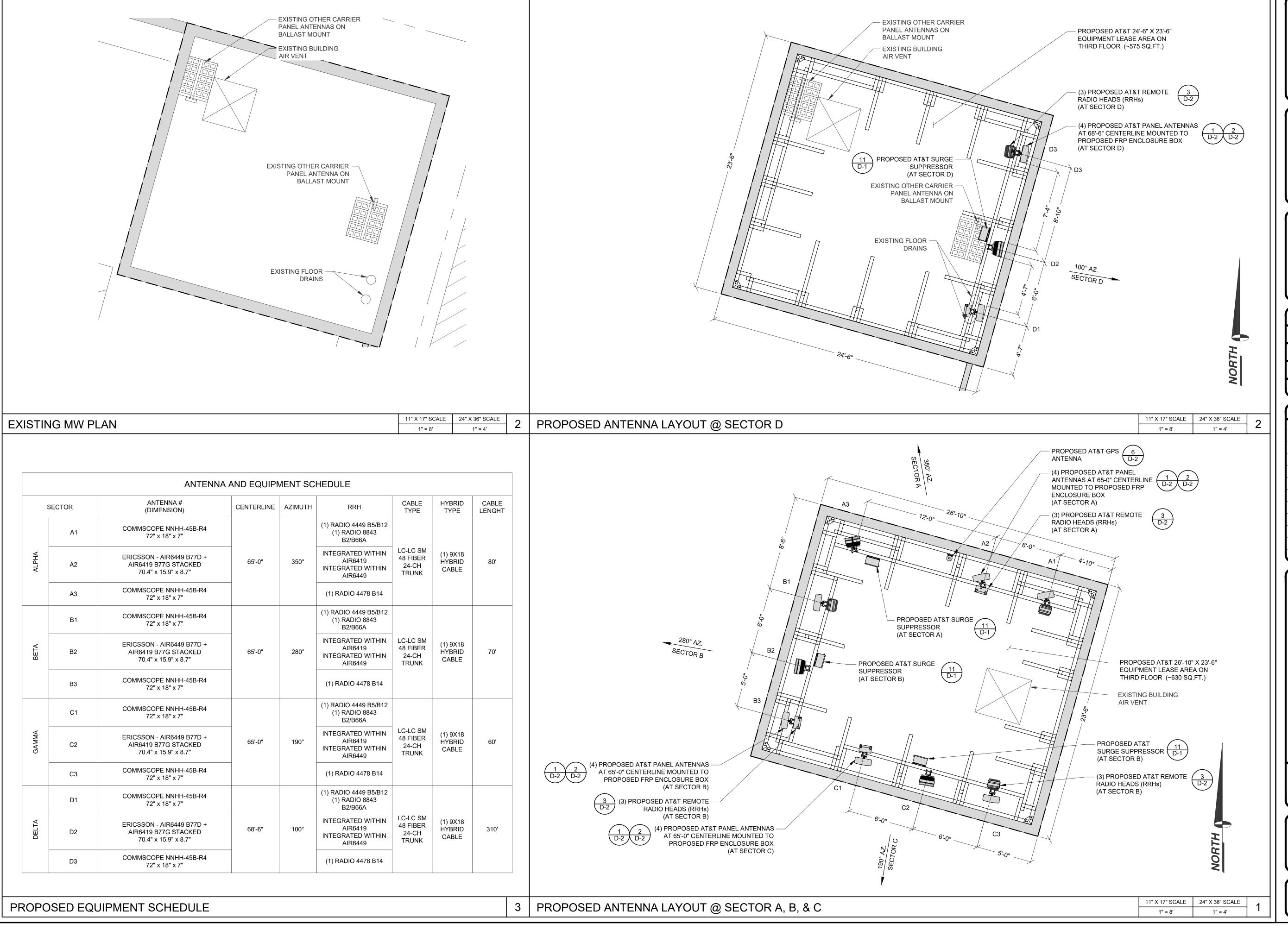
ISSUE STATUS				
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SHEET TITLE:

EQUIPMENT PLAN ON THIRD FLOOR

SHEET NUMBER



PROJECT INFORMATION:

CCL06302 MILLER GARAGE

323 MILLER AVENUE SAN FRANCISCO,CALIFORNIA 94080

PREPARED FOR



5001 EXECUTIVE PARKWAY SAN RAMON, CALIFORNIA 94583

VENDO

SPECTRUM A Nextedge Company

SPECTRUM SERVICES, LLC. 4850 WEST OQUENDO ROAD LAS VEGAS, NEVADA 89118 PHONE: (702) 367-7705 FAX: (702) 367-8733

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PROJECT NO: -

DRAWN BY: D. CREO

CHECKED BY: R. MARTINEZ

APPROVED BY: C. WENER

	ISS	UE STATUS	
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2	07/16/24	LEASE AREA REVISION	D.C.
3	08/06/24	CX REVISION	D.C.

LICENSURE:

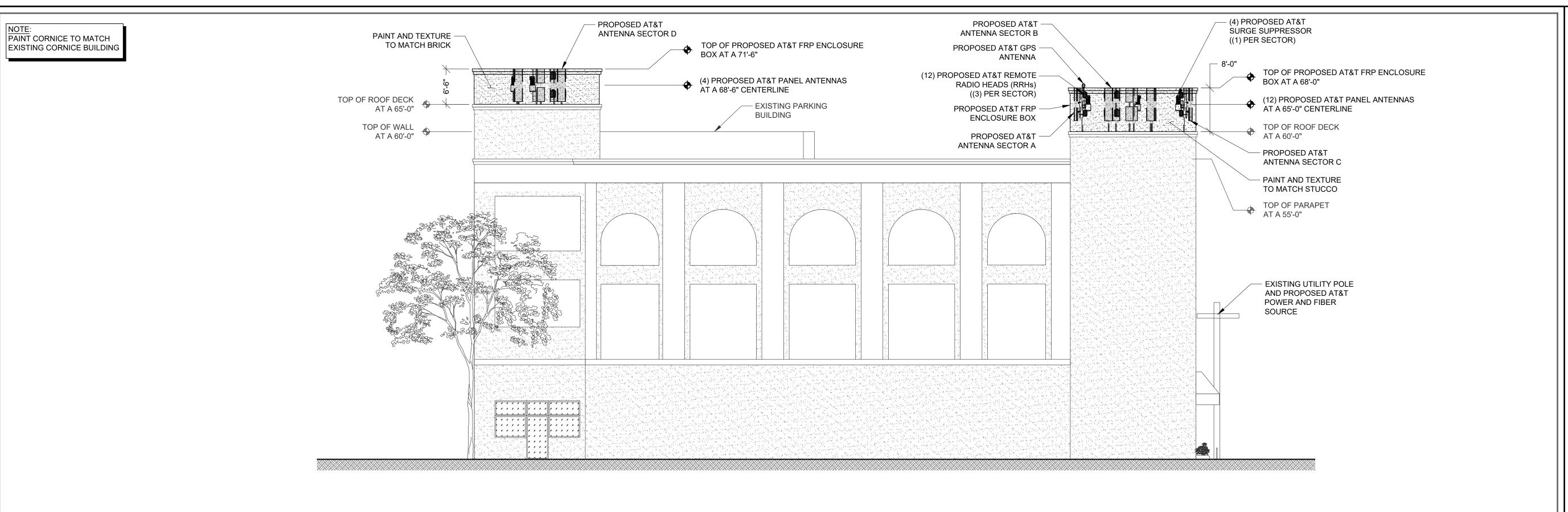
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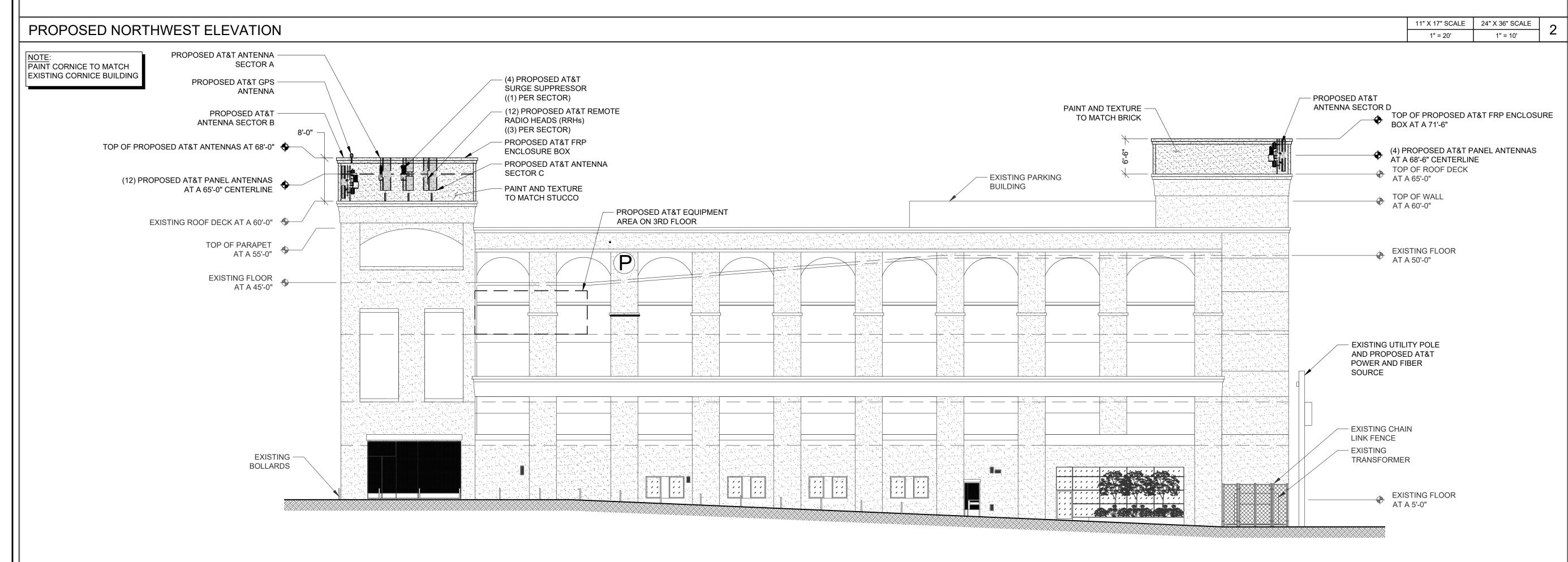
SHEET TITLE:

ANTENNA PLANS AND EQUIPMENT SCHEDULE

SHEET NUMBER

A-2





PROPOSED SOUTHWEST ELEVATION

PROJECT INFORMATION:

CCL06302 MILLER GARAGE

323 MILLER AVENUE SAN FRANCISCO,CALIFORNIA 94080

PREPARED FOR



5001 EXECUTIVE PARKWAY SAN RAMON, CALIFORNIA 94583

VENDO

SPECTRU A Nextedge Company

SPECTRUM SERVICES, LLC. 4850 WEST OQUENDO ROAD LAS VEGAS, NEVADA 89118 PHONE: (702) 367-7705 FAX: (702) 367-8733

AT&T SITE NO: CCL06302

PROJECT NO: -

LICENSURE:

DRAWN BY: D. CREO

CHECKED BY: R. MARTINEZ

APPROVED BY: C. WENER

		ISSI	UE STATUS	
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	1	02/20/24	100% CONSTRUCTION	D.C.
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SHEET TITLE:

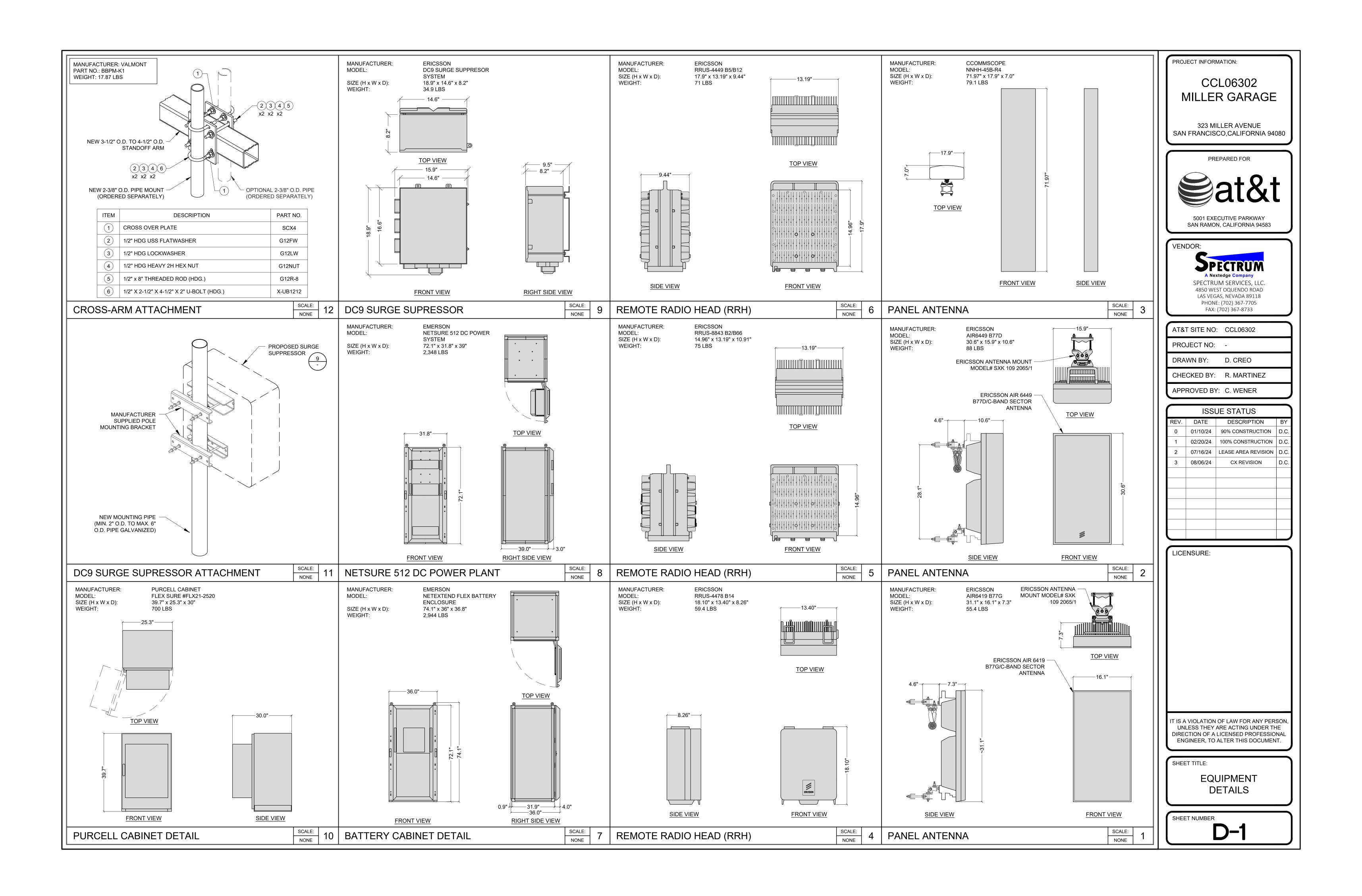
11" X 17" SCALE 24" X 36" SCALE

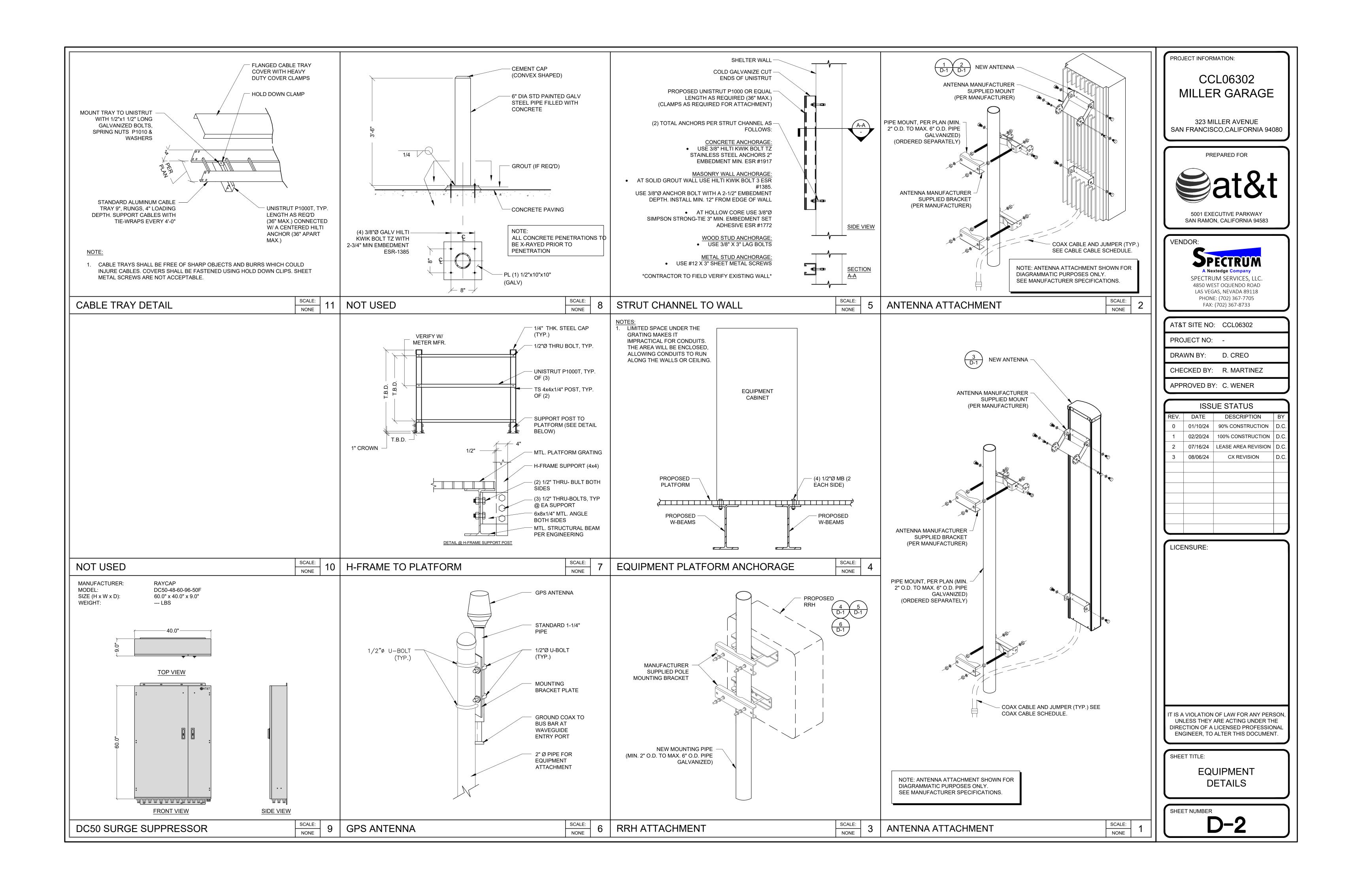
1" = 10'

1" = 20'

PROPOSED NORTHWEST & SOUTHWEST ELEVATIONS

SHEET NUMBER





ELECTRICAL INSTALLATION METHODS:

- THIS INSTALLATION SHALL COMPLY WITH THE CURRENTLY ADOPTED EDITION OF THE NATIONAL ELECTRICAL CODE AND WITH UTILITY COMPANY AND LOCAL CODE REQUIREMENTS.
- REQUIREMENTS.

 2. INSTALL SUFFICIENT LENGTHS OF LFMC INCLUDING ALL CONDUIT FITTINGS (NUTS, REDUCING BUSHINGS, ELBOWS, COUPLINGS, ETC) NECESSARY FOR CONNECTION FROM IMC OR PVC CONDUIT TO THE INTERIOR OF THE BTS CABINET.
- 3. POWER, CONTROL AND EQUIPMENT GROUND WIRING IN TUBING OR CONDUIT SHALL BE SINGLE CONDUCTOR (#14 AWG AND LARGER), 600V, OIL RESISTANT THHN OR THWN-2, CLASS B STRANDED COPPER CABLE RATED FOR 90°C (WET AND DRY) OPERATION; LISTED OR LABELED FOR THE LOCATION AND RACEWAY SYSTEM LISED.
- 4. CUT, COIL AND TAPE A 3 FOOT PIGTAIL FROM END OF LFMC FOR TERMINATING BY BTS EQUIPMENT MANUFACTURER.
- 5. SUPPLEMENTAL EQUIPMENT GROUND WIRING LOCATED INDOORS SHALL BE SINGLE CONDUCTOR (#6 AWG AND LARGER), 600V, OIL RESISTANT THHN OR THWN-2 GREEN INSULATION, CLASS B STRANDED COPPER CABLE RATED FOR 90°C (WET AND DRY) OPERATION, LISTED OR LABELED FOR THE LOCATION AND RACEWAY SYSTEM USED.
- 6. SUPPLEMENTAL EQUIPMENT GROUND WIRING LOCATED OUTDOORS OR BELOW GRADE SHALL BE SINGLE CONDUCTOR #2 AWG SOLID, TINNED, COPPER CABLE.
- 7. POWER AND CONTROL WIRING, NOT IN TUBING OR CONDUIT, SHALL BE MULTI-CONDUCTOR, TYPE TC. CABLE (#14 AWG AND LARGER), 600V, OIL RESISTANT THHN OR THWN-2, CLASS B, STRANDED COPPER CABLE RATED FOR 90°C (WET OR DRY) OPERATION, WITH OUTER JACKET LISTED OR LABELED FOR THE LOCATION USED.
- CABLES SHALL NOT BE ROUTED THROUGH LADDER-STYLE CABLE TRAY RUNGS.
 RACEWAY AND CABLE TRAY SHALL BE LISTED OR LABELED FOR ELECTRICAL USE IN ACCORDANCE WITH NEMA, UL, ANSI/IEEE AND NEC.
- 10. (N) RACEWAY OR CABLE TRAY SHALL MATCH THE EXISTING INSTALLATION WHERE POSSIBLE.
- 11. ALL POWER AND GROUNDING CONNECTIONS SHALL BE CRIMP STYLE, COMPRESSION, WIRE LUGS AND WIRENUTS BY THOMAS AND BETTS (OR EQUAL). LUGS AND WIRENUTS SHALL BE RATED FOR OPERATION AT NO LESS THAN 75°C.
- 12. EACH END OF EVERY POWER, GROUNDING AND T1 CONDUCTOR AND CABLE SHALL BE LABELED WITH COLOR CODED INSULATION OR ELECTRICAL TAPE. THE IDENTIFICATION METHOD SHALL CONFORM WITH NEC & OSHA AND MATCH EXISTING INSTALLATION REQUIREMENTS.
- 13. ALL ELECTRICAL COMPONENTS SHALL BE CLEARLY LABELED WITH ENGRAVED LAMINATED PLASTIC LABELS. ALL EQUIPMENT SHALL BE LABELED WITH THEIR VOLTAGE RATING, PHASE CONFIGURATION, WIRE CONFIGURATION, POWER OR AMPACITY RATING AND BRANCH CIRCUIT ID NUMBERS (PANELBOARD AND CIRCUIT IDENTIFICATION).
- 14. ALL TIE WRAPS SHALL BE CUT FLUSH WITH APPROVED CUTTING TOOL TO REMOVE SHARP EDGES.
- 15. RIGID NONMETALLIC CONDUIT (PVC SCHEDULE 40 OR PVC SCHEDULE 80) SHALL BE USED UNDERGROUND, DIRECT BURIED IN AREAS OF OCCASIONAL LIGHT VEHICLE TRAFFIC OR ENCASED IN REINFORCED CONCRETE IN AREAS OF HEAVY VEHICLE TRAFFIC.
- 16. ALL CONDUIT RUN ABOVE GROUND OR EXPOSED SHALL BE LFMC, IMC OR RIGID
- 17. ELECTRICAL METALLIC TUBING (EMT) SHALL BE USED FOR CONCEALED INDOOR
- LOCATIONS.

 18. LIQUID TIGHT FLEXIBLE METALLIC CONDUIT SHALL BE USED INDOORS AND OUTDOORS WHERE VIBRATION OCCURS OR FLEXIBILITY IS NEEDED.
- 19. CONDUIT AND TUBING FITTINGS SHALL BE THREADED OR COMPRESSION TYPE AND APPROVED FOR THE LOCATION USED. SETSCREW FITTINGS ARE NOT
- 20. CABINETS, BOXES AND WIREWAYS SHALL BE LISTED OR LABELED FOR ELECTRICAL USE IN ACCORDANCE WITH NEMA, UL, ANSI/IEEE AND NEC.
- 21. CABINETS, BOXES AND WIREWAYS SHALL MATCH THE EXISTING INSTALLATION
- 22. PROVIDE NECESSARY TAGGING ON THE BREAKERS, CABLES AND DISTRIBUTION PANELS IN ACCORDANCE WITH APPLICABLE CODES AND STANDARDS TO
- SAFEGUARD LIFE AND PROPERTY.

 23. THE SUBCONTRACTOR SHALL REVIEW AND INSPECT THE EXISTING FACILITY GROUNDING SYSTEM AND LIGHTNING PROTECTION SYSTEM (AS DESIGNED AND INSTALLED) FOR STRICT COMPLIANCE WITH THE NEC. THE SITE SPECIFIC LIGHTNING PROTECTION CODE AND GENERAL COMPLIANCE WITH TELCORDIA AND TIA GROUNDING STANDARDS. THE SUBCONTRACTOR SHALL REPORT ANY
- VIOLATIONS OR ADVERSE FINDINGS TO THE CONTRACTOR FOR RESOLUTION.

 24. ALL ELECTRODE SYSTEMS (INCLUDING TELECOMMUNICATION, RADIO, LIGHTNING PROTECTION AND AC POWER GES'S) SHALL BE BONDED TOGETHER AT OR BELOW GRADE BY TWO OR MORE COPPER BONDING CONDUCTORS IN ACCORDANCE WITH THE NEC.
- 25. PERFORM IEEE FALL-OF-POTENTIAL RESISTANCE TO EARTH TESTING (PER IEEE 1100 AND 81) FOR (N) GROUND ELECTRODE SYSTEMS. THE SUBCONTRACTOR SHALL FURNISH AND INSTALL SUPPLEMENTAL GROUND ELECTRODES AS NEEDED TO ACHIEVE A TEST RESULT OF 5 OHMS OR LESS.
- 26. METAL RACEWAY SHALL NOT BE USED AS THE NEC REQUIRED EQUIPMENT GROUND CONDUCTOR. STRANDED COPPER CONDUCTORS WITH GREEN INSULATION SIZED IN ACCORDANCE WITH THE NEC SHALL BE FURNISHED AND INSTALLED WITH THE POWER CIRCUITS TO BTS EQUIPMENT.
- 27. EACH INDOOR BTS CABINET FRAME SHALL BE DIRECTLY CONNECTED TO THE MASTER GROUND BAR WITH SUPPLEMENTAL EQUIPMENT GROUND WIRES #6 OR LARGER.
- 28. EXOTHERMIC WELDS SHALL BE USED FOR ALL GROUNDING CONNECTIONS BELOW GRADE.
- 29. APPROVED ANTIOXIDANT COATINGS (I.E. CONDUCTIVE GEL OR PASTE) SHALL BE USED ON ALL COMPRESSION AND BOLTED GROUND CONNECTIONS.
- 30. ICE BRIDGE BONDING CONDUCTORS SHALL BE EXOTHERMICALLY BONDED OR
- BOLTED TO THE BRIDGE AND THE TOWER GROUND BAR.

 31. SURFACES TO BE CONNECTED TO GROUND CONDUCTORS SHALL BE CLEANED TO
- A BRIGHT SURFACE AT ALL CONNECTIONS.

 32. EXPOSED GROUND CONNECTIONS SHALL BE MADE WITH COMPRESSION CONNECTORS WHICH ARE THEN BOLTED TO EQUIPMENT USING STAINLESS STEEL HARDWARE. INSTALLATION TORQUE SHALL BE PER MANUFACTURER'S
- 33. DC POWER CABLES SHALL BE COBRA COP-FLEX 2000, FLEXIBLE CLASS B OR APPROVED EQUAL.

REQUIREMENTS.

ELECTRICAL NOTES

GENERAL REQUIREMENTS:

- 1. ALL WORK AND MATERIALS SHALL BE IN ACCORDANCE WITH THE LATEST RULES AND REGULATIONS OF THE NATIONAL ELECTRICAL CODE AND ALL STATE AND LOCAL CODES. NOTHING IN THESE PLANS OR SPECIFICATIONS SHALL BE CONSTRUED AS TO PERMIT WORK NOT CONFORMING TO THE MOST STRINGENT OF THESE CODES. SHOULD CHANGES BE NECESSARY IN THE DRAWINGS OR SPECIFICATIONS TO MAKE THE WORK COMPLY WITH THESE REQUIREMENTS, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ARCHITECT IN WRITING AND CEASE WORK ON PARTS OF THE CONTRACT WHICH ARE AFFECTED.
- 2. THE CONTRACTOR SHALL MAKE A SITE VISIT PRIOR TO BIDDING AND CONSTRUCTION TO VERIFY ALL EXISTING CONDITIONS AND SHALL NOTIFY ARCHITECT IMMEDIATELY UPON DISCOVERY OF ANY DISCREPANCIES. THE CONTRACTOR ASSUMES ALL LIABILITY FOR FAILURE TO COMPLY WITH THIS PROVISION.
- 3. THE EXTENT OF THE WORK IS INDICATED BY THE DRAWINGS, SCHEDULES, AND SPECIFICATIONS AND IS SUBJECT TO THE TERMS AND CONDITIONS OF THE CONTRACT. THE WORK SHALL CONSIST OF FURNISHING ALL LABOR, EQUIPMENT, MATERIALS, AND SUPPLIES NECESSARY FOR A COMPLETE AND OPERATIONAL ELECTRICAL SYSTEM. THE WORK SHALL ALSO INCLUDE THE COMPLETION OF ALL ELECTRICAL WORK NOT MENTIONED OR SHOWN WHICH IS NECESSARY FOR SUCCESSFUL OPERATION OF ALL SYSTEMS.
- 4. THE CONTRACTOR SHALL PREPARE A BID FOR A COMPLETE AND OPERATIONAL SYSTEM, WHICH INCLUDES THE COST FOR MATERIAL AND LABOR
- 5. WORKMANSHIP AND NEAT APPEARANCE SHALL BE AS IMPORTANT AS THE OPERATION. DEFECTIVE OR DAMAGED MATERIALS SHALL BE REPLACED OR REPAIRED PRIOR TO FINAL ACCEPTANCE IN A MANNER ACCEPTABLE TO OWNER AND ENGINEER.
- 6. COMPLETE THE ENTIRE INSTALLATION AS SOON AS THE PROGRESS OF THE WORK WILL PERMIT. ARRANGE ANY OUTAGE OF SERVICE WITH THE OWNER AND BUILDING MANAGER IN ADVANCE. MINIMIZE DOWNTIME ON THE BUILDING ELECTRICAL SYSTEM.
- 7. THE ENTIRE ELECTRICAL SYSTEM INSTALLED UNDER THIS CONTRACT SHALL BE DELIVERED IN PROPER WORKING ORDER. REPLACE, WITHOUT ADDITIONAL COST TO THE OWNER, ANY DEFECTIVE MATERIAL AND EQUIPMENT WITHIN ONE YEAR FROM THE DATE OF FINAL ACCEPTANCE.
- 8. ANY ERROR, OMISSION OR DESIGN DISCREPANCY ON THE DRAWINGS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER FOR CLARIFICATION OR CORRECTION BEFORE CONSTRUCTION.
- 9. "PROVIDE" INDICATES THAT ALL ITEMS ARE TO BE FURNISHED, INSTALLED AND CONNECTED IN PLACE.
- 10. CONTRACTOR SHALL SECURE ALL NECESSARY BUILDING PERMITS AND PAY ALL REQUIRED FEES

EQUIPMENT LOCATION:

- 1. THE DRAWINGS INDICATE DIAGRAMMATICALLY THE DESIRED LOCATIONS OR ARRANGEMENTS OF CONDUIT RUNS, OUTLETS, EQUIPMENT, ETC., AND ARE TO BE FOLLOWED AS CLOSELY AS POSSIBLE. PROPER JUDGEMENT MUST BE EXERCISED IN EXECUTING THE WORK SO AS TO SECURE THE BEST POSSIBLE INSTALLATION IN THE AVAILABLE SPACE LIMITATIONS OR INTERFERENCE OF STRUCTURE CONDITIONS ENCOUNTERED.
- 2. IN THE EVENT CHANGES IN THE INDICATED LOCATIONS OR ARRANGEMENTS ARE NECESSARY, DUE TO FIELD CONDITIONS IN THE BUILDING CONSTRUCTION OR REARRANGEMENT OF FURNISHINGS OR EQUIPMENT, SUCH CHANGES SHALL BE MADE WITHOUT COST, PROVIDING THE CHANGE IS ORDERED BEFORE THE CONDUIT RUNS, ETC., AND WORK DIRECTLY CONNECTED TO THE SAME IS INSTALLED AND NO EXTRA MATERIALS ARE REQUIRED.
- 3. LIGHTING FIXTURES ARE SHOWN IN THEIR APPROXIMATE LOCATIONS ONLY.
 COORDINATE THE FIXTURE LOCATION WITH MECHANICAL EQUIPMENT TO AVOID
 INTERESPENCE
- 4. COORDINATE THE WORK OF THIS SECTION WITH THAT OF ALL OTHER TRADES, WHERE CONFLICTS OCCUR, CONSULT WITH THE RESPECTIVE CONTRACTOR AND COME TO AGREEMENT AS TO CHANGES NECESSARY, OBTAIN WRITTEN ACCEPTANCE FROM ENGINEER FOR THE PROPOSED CHANGES BEFORE PROCEEDING.

SHOP DRAWINGS:

1. N/A UNLESS NOTED OTHERWISE.

SUBSTITUTIONS:

1. NO SUBSTITUTIONS ARE ALLOWED

TESTS:

 BEFORE FINAL ACCEPTANCE OF WORK, THE CONTRACTOR SHALL INSURE THAT ALL EQUIPMENT, SYSTEMS, FIXTURES, ETC., ARE WORKING SATISFACTORILY AND TO THE INTENT OF THE DRAWINGS.

PERMITS:

 THE CONTRACTOR SHALL BE RESPONSIBLE FOR TAKING OUT AND PAYING FOR ALL REQUIRED PERMITS, INSPECTION AND EXAMINATION WITHOUT ADDITIONAL EXPENSE TO THE OWNER.

GROUNDING:

- 1. THE CONTRACTOR SHALL PROVIDE A COMPLETE, AND APPROVED GROUNDING SYSTEM INCLUDING ELECTRODES, ELECTRODE CONDUCTOR, BONDING CONDUCTORS, AND EQUIPMENT CONDUCTORS AS REQUIRED BY ARTICLE 250 OF THE NATIONAL ELECTRICAL CODE.
- 2. CONDUITS CONNECTED TO EQUIPMENT AND DEVICES SHALL BE METALLICALLY JOINED TOGETHER TO PROVIDE EFFECTIVE ELECTRICAL CONTINUITY.
- 3. FEEDERS AND BRANCH CIRCUIT WIRING INSTALLED IN A NONMETALLIC CONDUIT SHALL INCLUDE A CODE SIZED GROUNDING CONDUCTOR HAVING GREEN INSULATION. THE GROUND CONDUCTOR SHALL BE PROPERLY CONNECTED AT BOTH ENDS TO MAINTAIN ELECTRICAL CONTINUITY.
- 4. REFER TO GROUND BUS DETAILS. PROVIDE (N) GROUND SYSTEM COMPLETE WITH CONDUCTORS, GROUND ROD AND DESCRIBED TERMINATIONS.
- 5. ALL GROUNDING CONDUCTORS SHALL BE SOLID TINNED COPPER AND ANNEALED #2 UNLESS NOTED OTHERWISE.
- ALL NON-DIRECT BURIED TELEPHONE EQUIPMENT GROUND CONDUCTORS SHALL BE #2 STRANDED THHN (GREEN) INSULATION.
- 7. ALL GROUND CONNECTIONS SHALL BE MADE WITH "HYGROUND" COMPRESSION SYSTEM BURNDY CONNECTORS EXCEPT WHERE NOTED OTHERWISE.
- 8. PAINT AT ALL GROUND CONNECTIONS SHALL BE REMOVED.
- 9. GROUNDING SYSTEM RESISTANCE SHALL NOT EXCEED 5 OHMS. IF THE RESISTANCE VALUE IS EXCEEDED, NOTIFY THE OWNER FOR FUTURE INSTRUCTION ON METHODS FOR REDUCING THE RESISTANCE VALUE. SUBMIT TEST REPORTS AND FURNISH TO SMART SMR ONE COMPLETE SET OF PRINTS SHOWING "INSTALLED WORK".

UTILITY SERVICE:

- TELEPHONE AND ELECTRICAL METERING FACILITIES SHALL CONFORM TO THE REQUIREMENTS OF THE SERVING UTILITY COMPANIES. CONTRACTOR SHALL VERIFY SERVICE LOCATIONS AND REQUIREMENTS. SERVICE INFORMATION WILL BE FURNISHED BY THE SERVING UTILITIES.
- 2. CONFORM TO ALL REQUIREMENTS OF THE SERVING UTILITY COMPANIES.

PRODUCTS:

1. ALL MATERIALS SHALL BE (N), CONFORMING WITH NEC, ANSI, NEMA, AND THEY SHALL BE U.L. LISTED AND LABELED.

2. CONDUIT:

- A. RIGID CONDUIT SHALL BE U.L. LABEL GALVANIZED ZINC COATED WITH ZINC INTERIOR AND SHALL BE USED WHEN INSTALLED IN OR UNDER CONCRETE SLABS, IN CONTACT WITH THE EARTH, UNDER PUBLIC ROADWAYS, IN MASONRY WALLS OR EXPOSED ON BUILDING EXTERIOR, RIGID CONDUIT IN CONTACT WITH EARTH SHALL BE 1/2 LAPPED WRAPPED WITH HUNTS WRAP PROCESS NO. 3.
- B. ELECTRICAL METALLIC TUBING SHALL U.L. LABEL, FITTINGS SHALL BE COMPRESSION TYPE. EMT SHALL BE USED ONLY FOR INTERIOR RUNS.
- C. FLEXIBLE METALLIC CONDUIT SHALL HAVE U.L. LISTED LABEL AND MAY BE USED WHERE PERMITTED BY CODE. FITTINGS SHALL BE "JAKE" OR "SQUEEZE" TYPE. SEAL TIGHT FLEXIBLE CONDUIT. ALL CONDUIT EXCESS OF SIX FEET IN LENGTH SHALL HAVE FULL SIZE GROUND WIRE.
- D. CONDUIT RUNS MAY BE SURFACE MOUNTED IN CEILING OR WALLS UNLESS INDICATED OTHERWISE. CONDUIT INDICATED SHALL RUN PARALLEL OR AT RIGHT ANGLES TO CEILING, FLOOR OR BEAMS. VERIFY EXACT ROUTING OF ALL EXPOSED CONDUIT WITH ARCHITECT PRIOR TO INSTALLING.
- E. ALL UNDERGROUND CONDUITS SHALL BE PVC SCHEDULE 40 (UNLESS NOTED OTHERWISE) AT A MINIMUM DEPTH OF 24" BELOW GRADE
- F. ALL CONDUIT ONLY (C.O.) SHALL HAVE PULL ROPE.
- G. CONDUITS RUN ON ROOFS SHALL BE INSTALLED ON 4x4 REDWOOD SLEEPERS, 6'-0" ON CENTER, SET IN NON-HARDENING MASTIC.
- 3. ALL WIRE AND CABLE SHALL BE COPPER, 600 VOLT, #12 AWG MINIMUM UNLESS SPECIFICALLY NOTED OTHERWISE ON THE DRAWINGS. CONDUCTORS #10 AWG AND SMALLER SHALL BE SOLID. CONDUCTORS #8 AWG AND LARGER SHALL BE STRANDED. TYPE THHN INSULATION USED UNLESS CONDUCTORS INSTALLED IN CONDUIT EXPOSED TO WEATHER, IN WHICH CASE TYPE THWN INSULATION SHALL BE USED.
- 4. PROVIDE GALVANIZED COATED STEEL BOXES AND ACCESSORIES SIZED PER CODE TO ACCOMMODATE ALL DEVICES AND WIRING.
- 5. DUPLEX RECEPTACLES SHALL BE SPECIFICATION GRADE WITH WHITE FINISH (UNLESS NOTED BY ENGINEER), 20 AMP, 125 VOLT, THREE WIRE GROUNDING TYPE, NEMA 5-20R. MOUNT RECEPTACLE AT +12" ABOVE FINISHED FLOOR UNLESS OTHERWISE INDICATED ON DRAWINGS OR IN DETAILS. WEATHERPROOF RECEPTACLES SHALL BE GROUND FAULT INTERRUPTER TYPE WITH SIERRA #WPD-8 LIFT COVERPLATES.
- 6. TOGGLE SWITCHES SHALL BE 20 AMP, 120 VOLT AC, SPECIFICATION GRADE WHITE (UNLESS NOTED OTHERWISE) FINISH. MOUNT SWITCHES AT +48" ABOVE FINISHED FLOOR.
- 7. PANELBOARDS SHALL BE DEAD FRONT SAFETY TYPE WITH ANTI-BURN SOLDERLESS COMPRESSION APPROVED FOR COPPER CONDUCTORS, COPPER BUS BARS, FULL SIZED NEUTRAL BUS, GROUND BUS AND EQUIPPED WITH QUICK-MAKE QUICK-BREAK BOLT-IN TYPE THERMAL MAGNETIC CIRCUIT BREAKERS. MOUNT TOP OF THE PANELBOARDS AT 6'-3" ABOVE FINISHED FLOOR. PROVIDE TYPE WRITTEN CIRCUIT DIRECTORY.
- 8. ALL CIRCUIT BREAKERS, MAGNETIC STARTERS AND OTHER ELECTRICAL EQUIPMENT SHALL HAVE AN INTERRUPTING RATING NOT LESS THAN MAXIMUM SHORT CIRCUIT CURRENT TO WHICH THEY MAY BE SUBJECTED.
- 9. GROUND RODS SHALL BE COPPER CLAD STEEL, 5/8" ROUND AND 10' LONG. COPPERWELD OR APPROVED EQUAL.

INSTALLATION:

- 1. PROVIDE SUPPORTING DEVICES FOR ALL ELECTRICAL EQUIPMENT, FIXTURES, BOXES, PANEL, ETC., SUPPORT LUMINARIES FROM UNDERSIDE OF STRUCTURAL CEILING, EQUIPMENT SHALL BE BRACED TO WITHSTAND HORIZONTAL FORCES IN ACCORDANCE WITH STATE AND LOCAL CODE REQUIREMENTS. PROVIDE PRIOR ALIGNMENT AND LEVELING OF ALL DEVICES AND FIXTURES.
- 2. CUTTING, PATCHING, CHASES, OPENINGS: PROVIDE LAYOUT IN ADVANCE TO ELIMINATE UNNECESSARY CUTTING OR DRILLING OF WALLS, FLOORS CEILINGS, AND ROOFS. ANY DAMAGE TO BUILDING STRUCTURE OR EQUIPMENT SHALL BE REPAIRED BY THE CONTRACTOR. OBTAIN PERMISSION FROM THE ENGINEER BEFORE CORING.
- 3. IN DRILLING HOLES INTO CONCRETE WHETHER FOR FASTENING OR ANCHORING PURPOSES, OR PENETRATIONS THROUGH THE FLOOR FOR CONDUIT RUNS, PIPE RUNS, ETC., IT MUST BE CLEARLY UNDERSTOOD THAT TENDONS AND/OR REINFORCING STEEL WILL NOT BE DRILLED INTO, CUT OR DAMAGED UNDER THE CIRCUMSTANCES.
- 4. LOCATION OF TENDONS AND/OR REINFORCING STEEL ARE NOT DEFINITELY KNOWN AND THEREFORE, MUST BE SEARCHED FOR BY APPROPRIATE METHODS AND EQUIPMENT VIA X-RAY OR OTHER DEVICES THAT CAN ACCURATELY LOCATE THE REINFORCING AND/OR STEEL TENDONS.
- 5. PENETRATIONS IN FIRE RATED WALLS SHALL BE FIRE STOPPED IN ACCORDANCE WITH THE REQUIREMENTS OF THE C.B.C.

PROJECT CLOSEOUT:

- 1. UPON COMPLETION OF WORK, CONDUCT CONTINUITY, SHORT CIRCUIT, AND FALL POTENTIAL GROUNDING TESTS FOR APPROVAL. SUBMIT TEST REPORTS TO PROJECT MANAGER. CLEAN PREMISES OF ALLS DEBRIS RESULTING FROM WORK AND LEAVE WORK IN A COMPLETE AND UNDAMAGED CONDITION.
- 2. PROVIDE PROJECT MANAGER WITH ONE SET OF COMPLETE ELECTRICAL "AS INSTALLED" DRAWINGS AT THE COMPLETION OF THE JOB, SHOWING ACTUAL DIMENSIONS, ROUTINGS AND CIRCUITS.
- 3. ALL BROCHURES, OPERATING MANUALS, CATALOG, SHOP DRAWINGS, ETC., SHALL BE TURNED OVER TO OWNER AT JOB COMPLETION.

PROJECT INFORMATION:

CCL06302 MILLER GARAGE

323 MILLER AVENUE SAN FRANCISCO, CALIFORNIA 94080

PREPARED FOR



5001 EXECUTIVE PARKWAY SAN RAMON, CALIFORNIA 94583

VENDOR:



SPECTRUM SERVICES, LLC. 4850 WEST OQUENDO ROAD LAS VEGAS, NEVADA 89118 PHONE: (702) 367-7705 FAX: (702) 367-8733

AT&T SITE NO: CCL06302

PROJECT NO: -

CHECKED BY: R. MARTINEZ

APPROVED BY: C. WENER

DRAWN BY: D. CREO

		ISS	UE STATUS	
	REV.	DATE	DESCRIPTION	В
	0	01/10/24	90% CONSTRUCTION	D.
	1	02/20/24	100% CONSTRUCTION	D
	2	07/16/24	LEASE AREA REVISION	D
	3	08/06/24	CX REVISION	D.

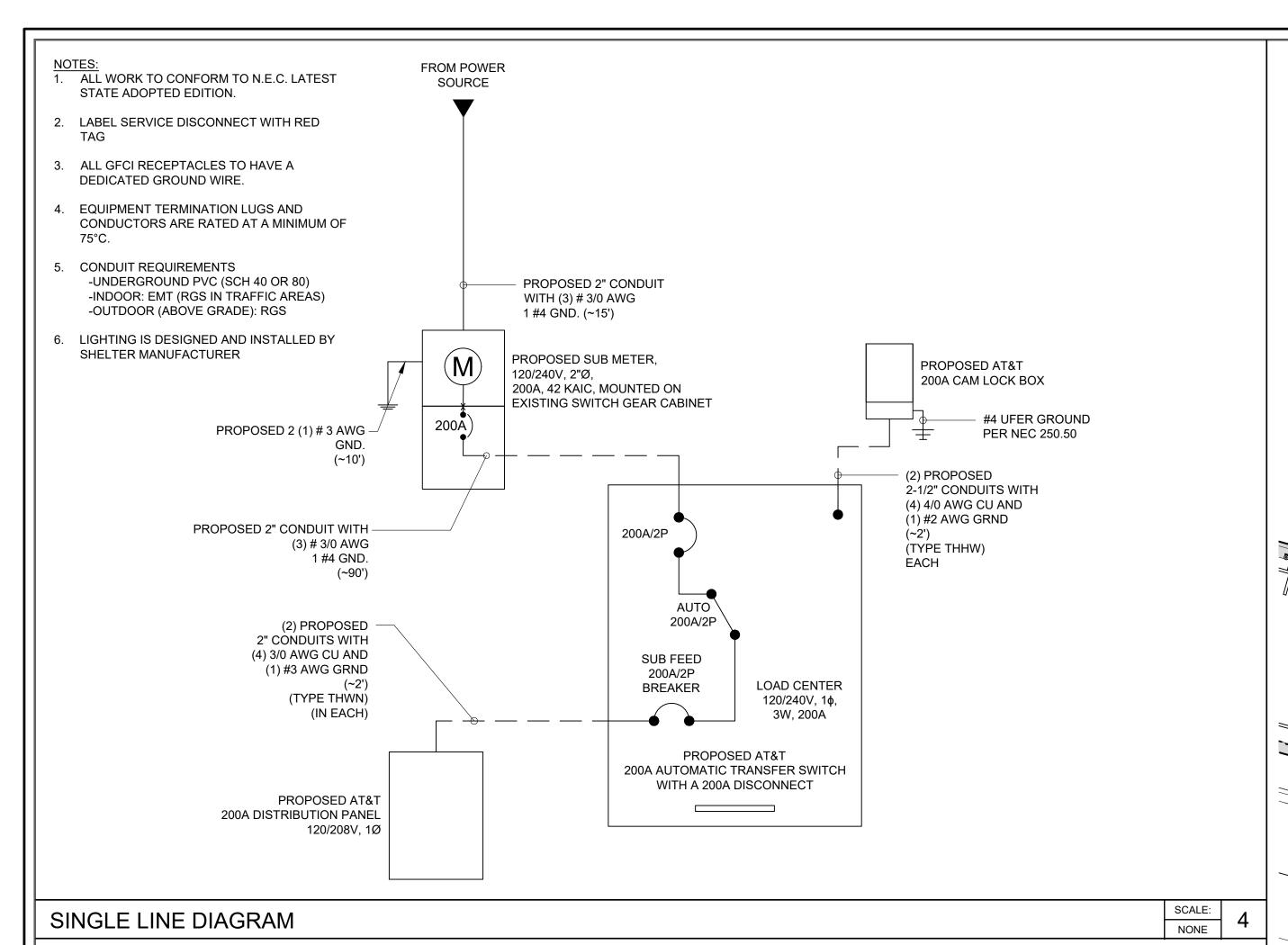
LICENSURE:

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SHEET TITLE:

ELECTRICAL NOTES

SHEET NUMBER



ELECTRICAL CERTIFICATES

THE ENGINEER OF RECORD HAS PERFORMED ALL REQUIRED SHORT CIRCUIT CALCULATIONS AND THE AIC RATINGS INDICATED FOR EACH DEVICE IS ADEQUATE TO PROTECT THE EQUIPMENT AND THE ELECTRICAL SYSTEM.

THE ENGINEER OF RECORD HAS PERFORMED ALL REQUIRED VOLTAGE DROP CALCULATIONS AND ALL BRANCH CIRCUITS AND FEEDERS COMPLY WITH NEC (LISTED ON T1) ARTICLE 210,19(A)(1) FPN NO. 4.

ELECTRICAL NOTES

PANEL SCHEDULE

UTILITY POINTS OF SERVICE AND WORK/MATERIALS SHOWN ARE BASED
 UPON PRELIMINARY INFORMATION PROVIDED BY THE UTILITY COMPANIES

2. CONTRACTOR SHALL COORDINATE WITH UTILITY COMPANY FOR FINAL AND

EXACT WORK/MATERIALS REQUIREMENTS AND CONSTRUCT TO UTILITY

SHALL FURNISH AND INSTALL ALL CONDUIT, PULL ROPES, CABLES, PULL

BOXES, CONCRETE ENCASEMENT OF CONDUIT (IF REQUIRED),

COMPANY ENGINEERING PLANS AND SPECIFICATIONS ONLY. CONTRACTOR

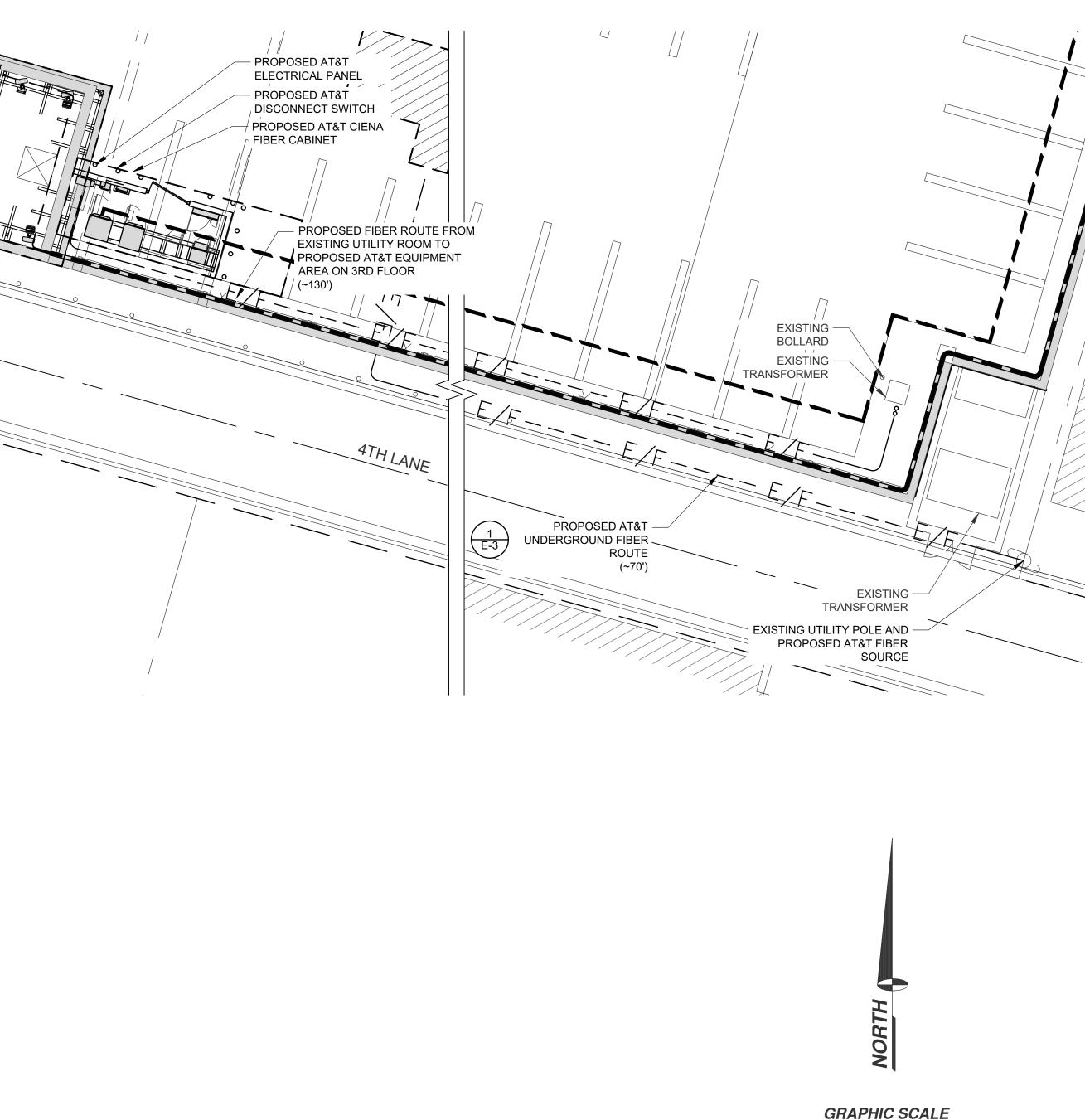
TRANSFORMER PAD, BARRIERS, POLE RISERS, TRENCHING, BACK FILL, PAY ALL UTILITY COMPANY FEES AND INCLUDE ALL REQUIREMENTS IN SCOPE OF

AND ARE FOR BID PURPOSES ONLY.

SCALE: NONE 3

UTILITY ROUTING

PANEL NAME:				BUS:	225 P VOLTAGE: 120/2		120/208	, 1Ø, 3W	MOUNTIN	NG:	PE	DES	TAL			
LOCATION:			EQUIPMENT AREA	MAIN C.B.:	200 AIC		AIC RA	TING:		42,000	TYPE: MA		AIN/SUB			
CIRC	CUIT	TYP	E:			N = NO	N-CONTIN	uous c	= CONTINU	JOUS						
CKT#	TY	TRP	POL	DESCRIPTION	ØA	ØВ		ØA	ØB	D	ESCRIPTIO	N	TRP	POL	TY	CIF
1	N	30		SPARE	-		ļ	560		LIGHT	& RECEPT	ACLE	20	1	N	2
3	N		2			-	Ī		360	BAT	TERY CHAR	RGER	20	1	N	4
5	N	25		HVAC	1,400			480		BAT	TERY HEA	TER	20	1	N	(
7	N		2			1,400			2,150	REC	TIFIER # 1	& 2	30		N	
9	N	1	20	GFCI	180			2,150						2	N	1
11	N	30		RECTIFIER # 1 8	2	2,150			2,150	REC	TIFIER # 1	& 2	30		N	1
13	N		2		2,150			2,150						2	N	•
15	N	30		RECTIFIER # 3 &	4	2,150			2,150	REC	TIFIER # 1	& 2	30		N	•
17	N		2		2,150			2,150						2	N	•
19	N	30		RECTIFIER # 5 &	6	2,150			-				20	1	N	2
21	N		2		2,150			-					20	1	N	2
23	N	20	1	LIGHT TIMER	213 11 1 3 11	-			-				20	1	N	2
25	N	20	1		-		Ī	-					20	1	N	2
27	N	20	1			-	Ī		-				20	1	N	2
29	N	20	1		-		Ī	-					20	1	N	3
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									■ (1)		PANEL	DEMAND	KVA			30
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PROJECT INFORMATION:

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VENDOR:

SPECTRUM A Nextedge Company

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AT&T SITE NO: CCL06302

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TROJECT NO.

DRAWN BY: D. CREO

CHECKED BY: R. MARTINEZ

APPROVED BY: C. WENER

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	2	07/16/24	LEASE AREA REVISION	D.0
	3	08/06/24	CX REVISION	D.0

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SHEET TITLE:
UTILITY ROUTING, PANEL
SCHEDULE, SINGLE LINE

DIAGRAM & NOTES

DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

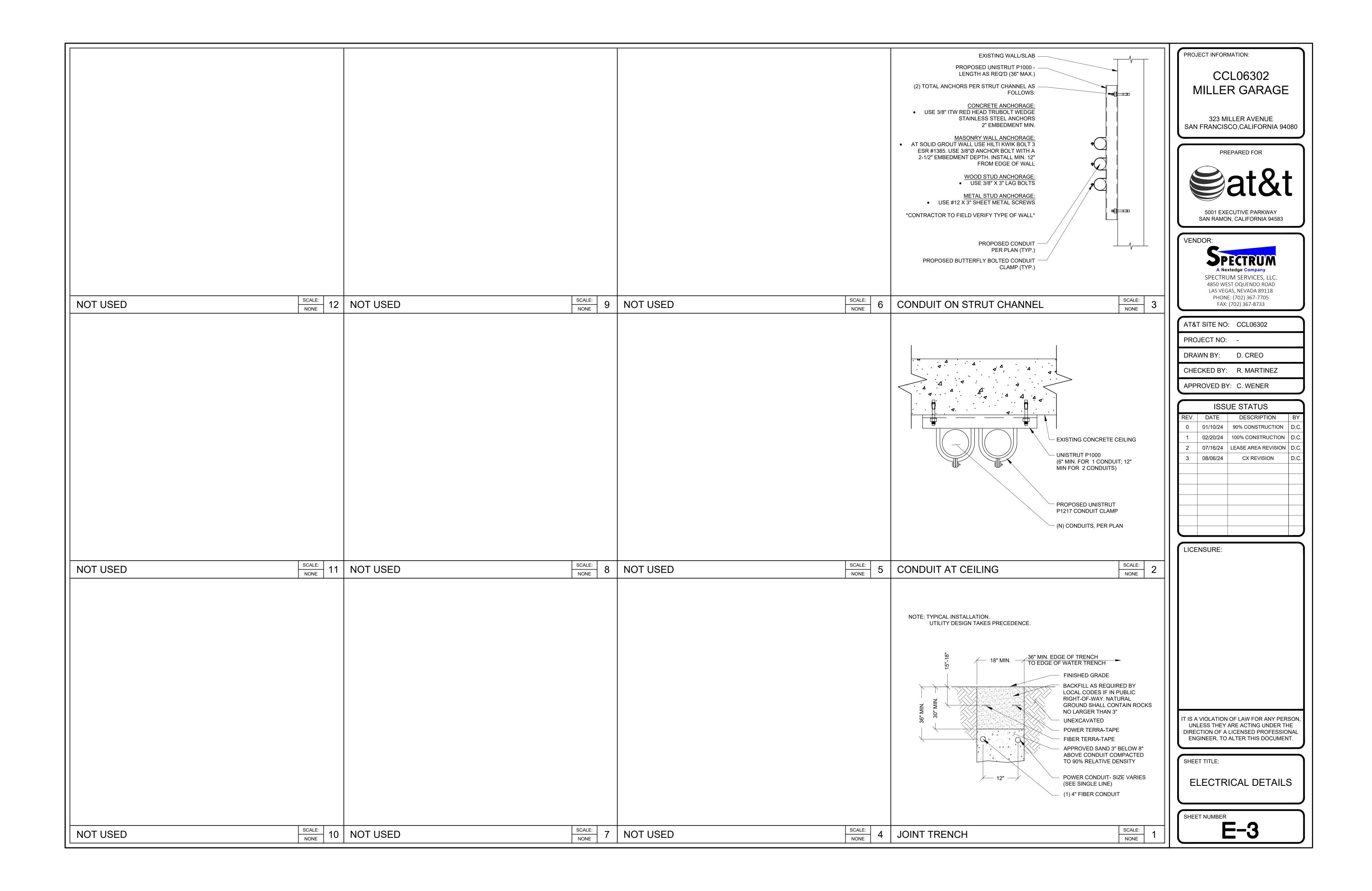
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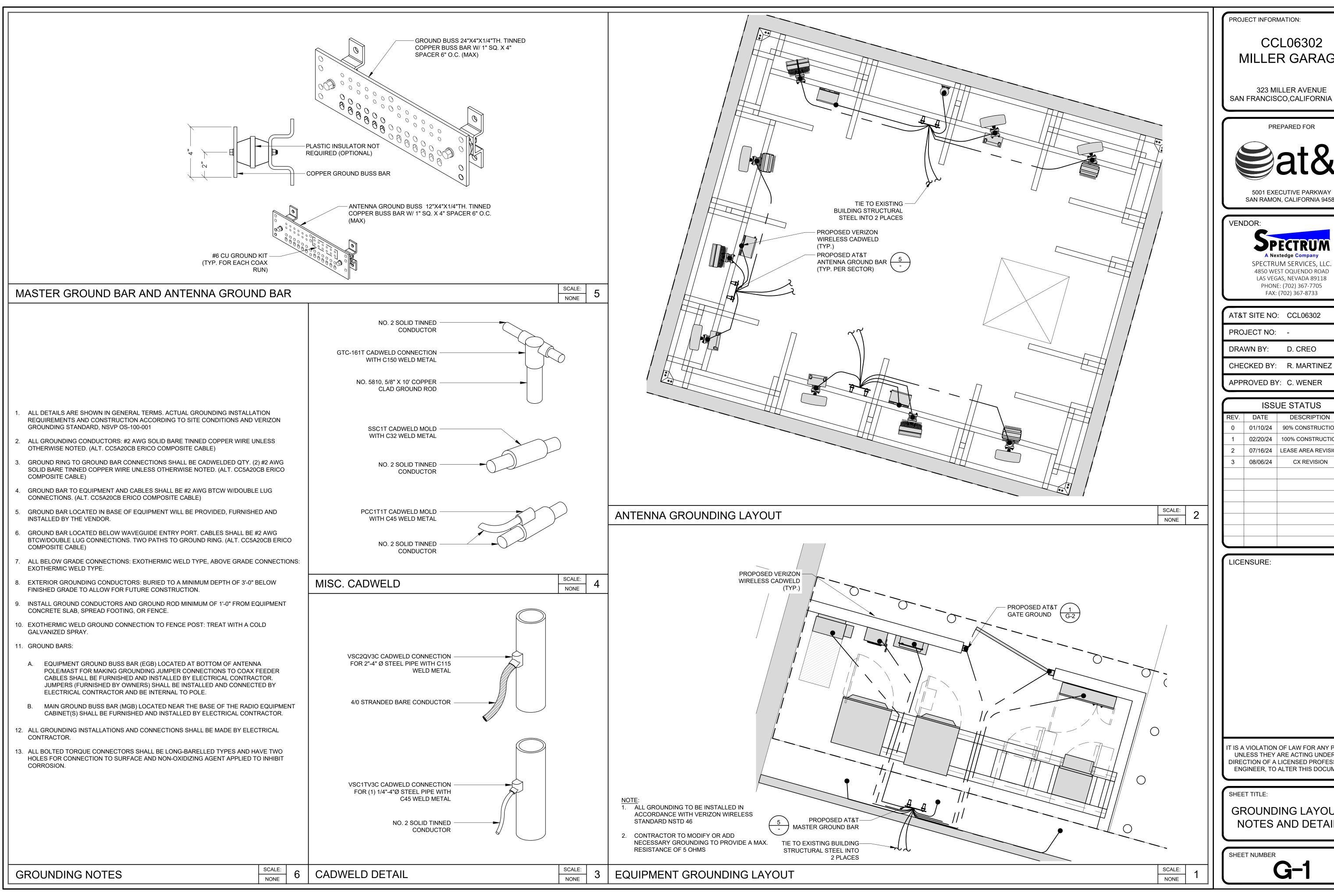
(IN FEET)

11" X 17" SCALE 24" X 36" SCALE

1" = 10'

1" = 20'





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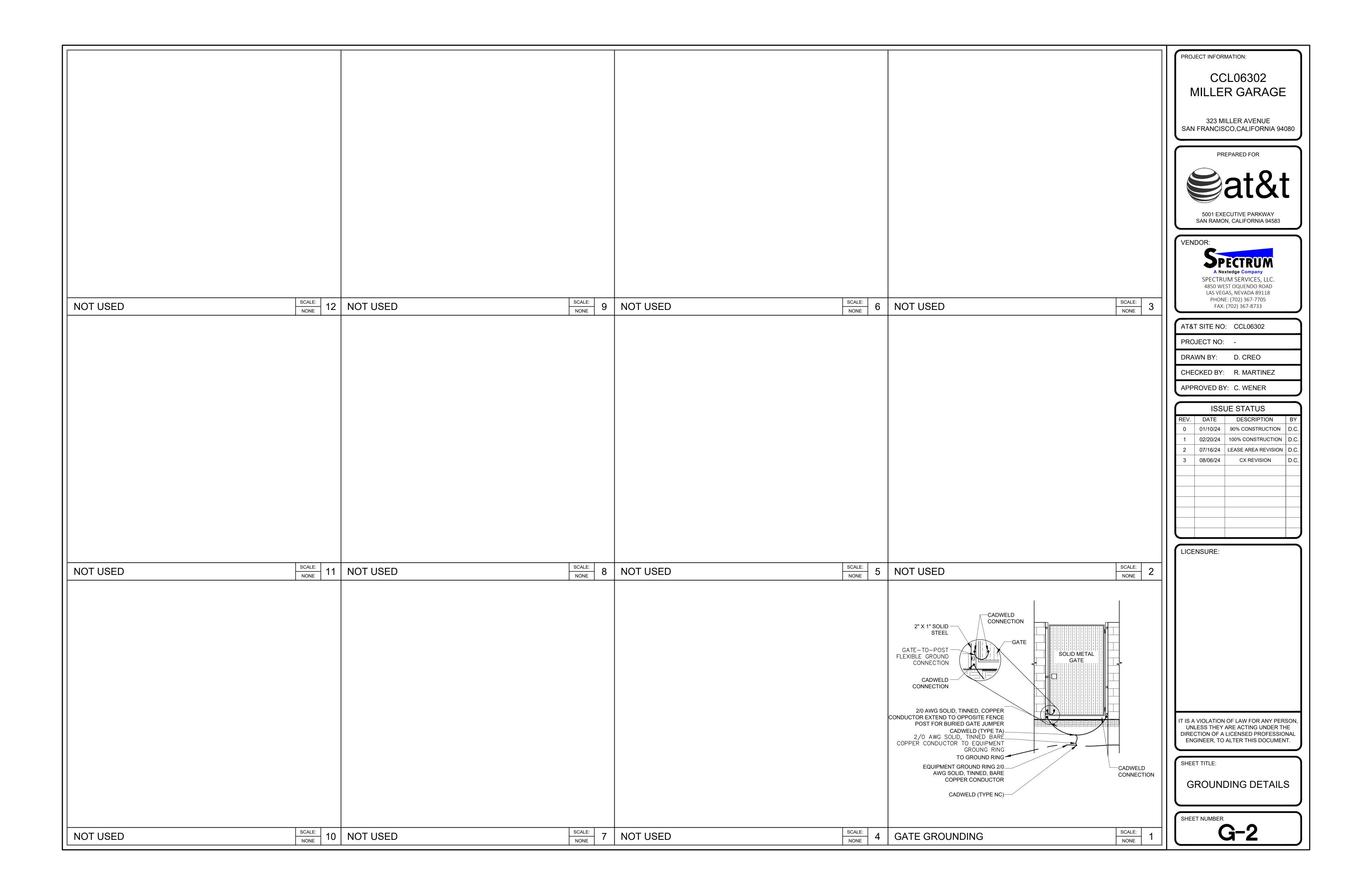
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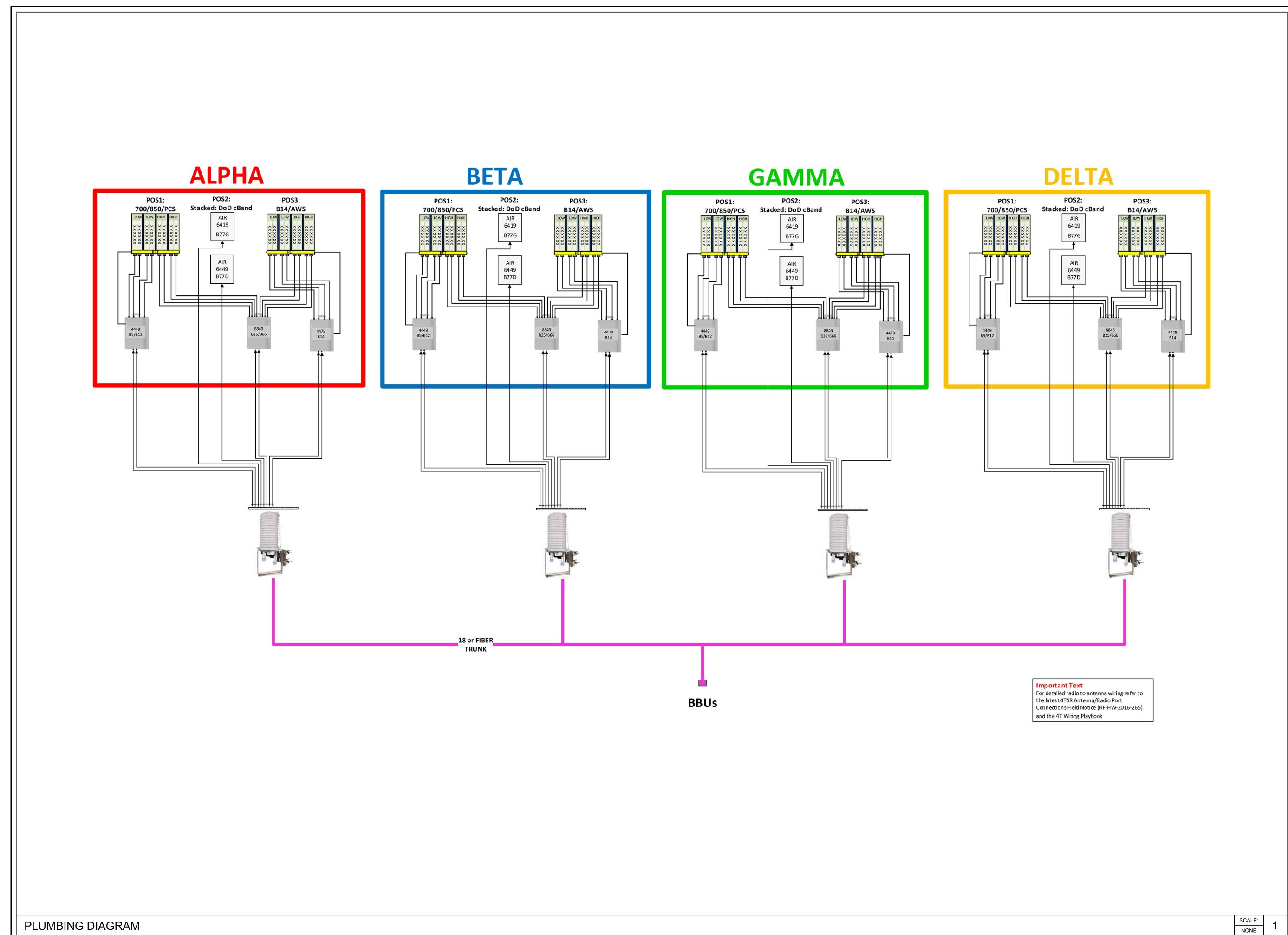


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GROUNDING LAYOUTS, NOTES AND DETAILS







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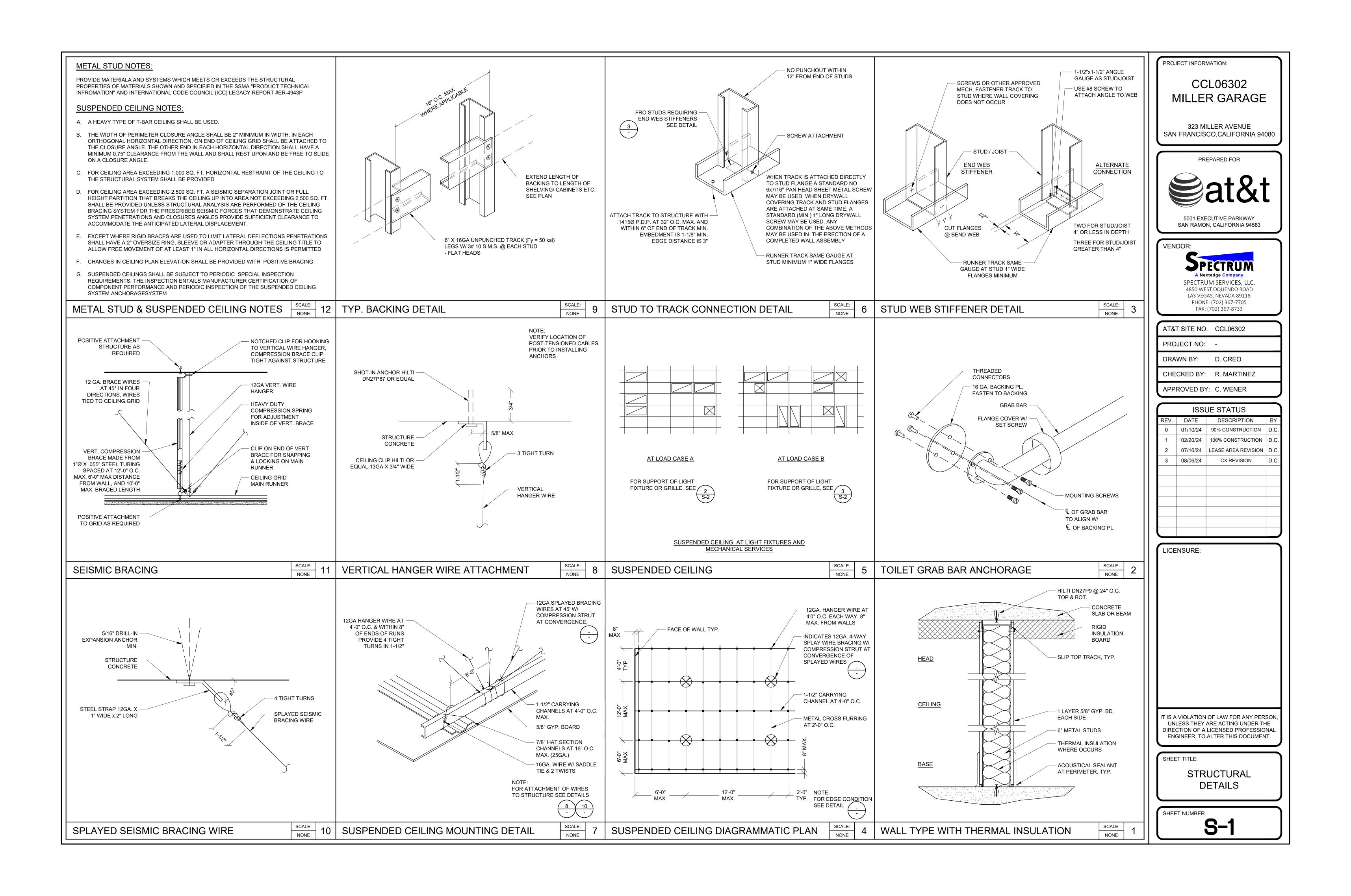
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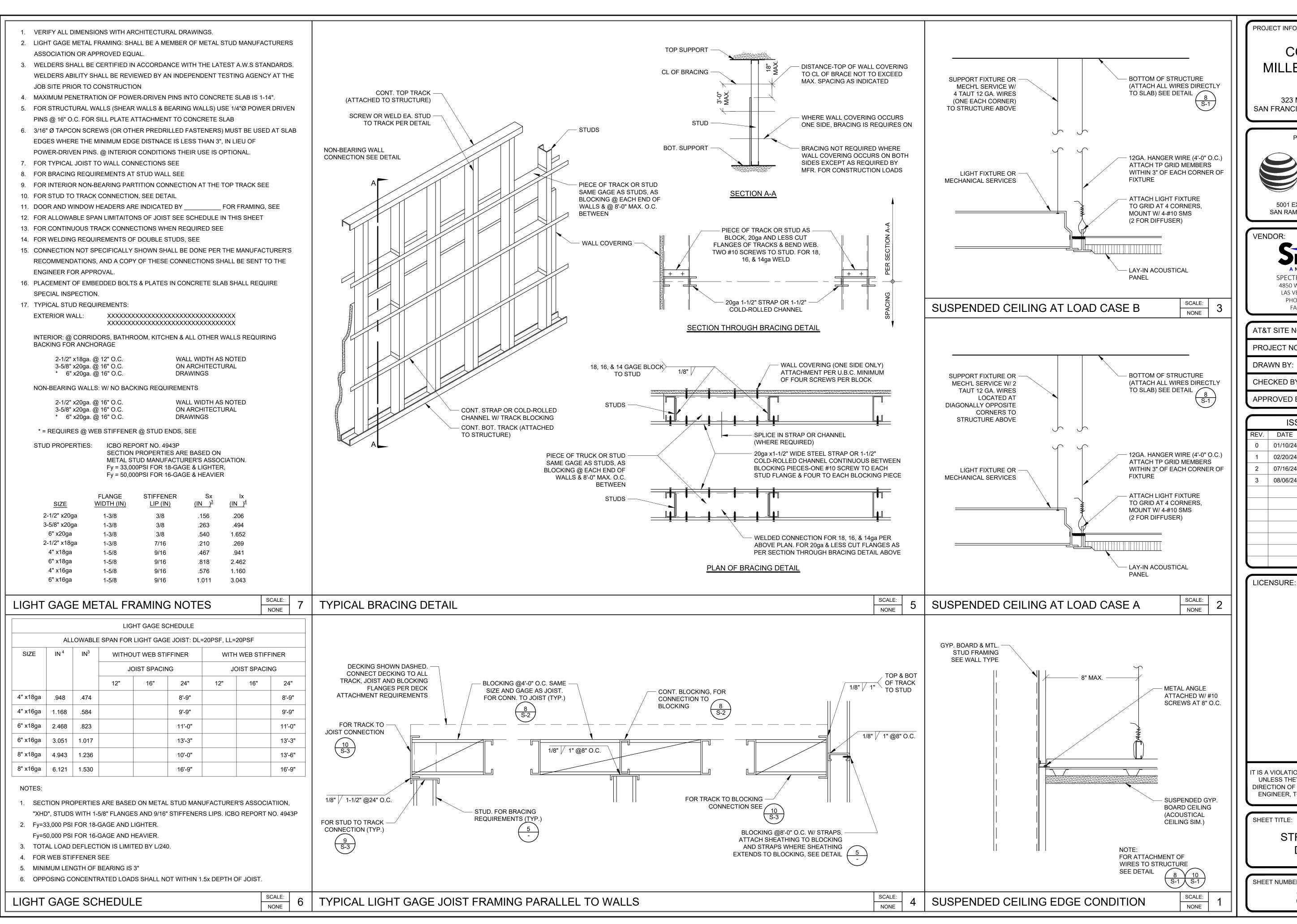
SHEET TITLE:

PLUMBING DIAGRAM

SHEET NUMBER

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PROJECT INFORMATION:

CCL06302 MILLER GARAGE

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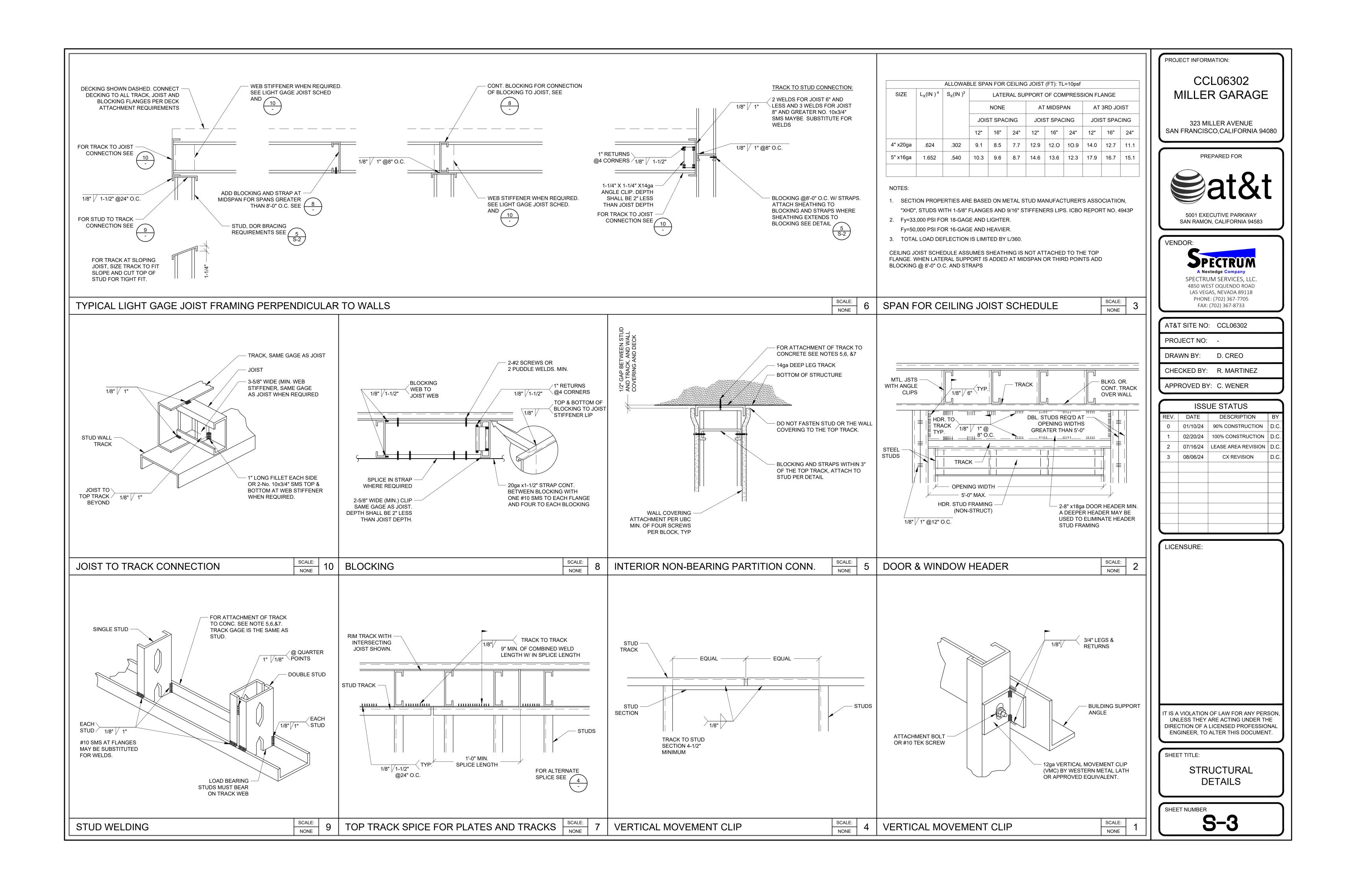
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3	08/06/24	CX REVISION	D.C	

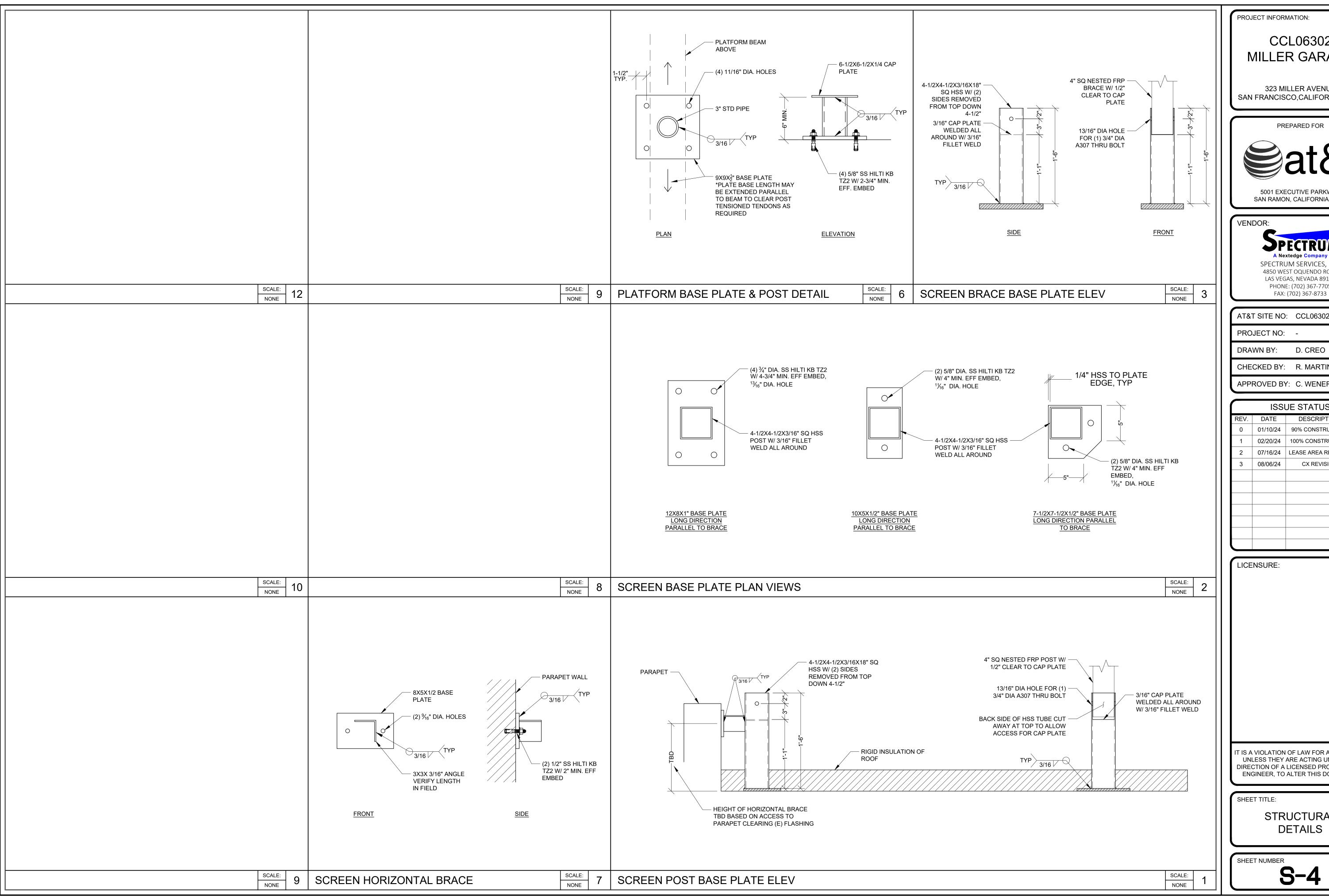
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SHEET TITLE:

STRUCTURAL **DETAILS**

SHEET NUMBER





CCL06302

MILLER GARAGE

323 MILLER AVENUE SAN FRANCISCO, CALIFORNIA 94080

PREPARED FOR



5001 EXECUTIVE PARKWAY SAN RAMON, CALIFORNIA 94583



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> STRUCTURAL DETAILS

SHEET NUMBER

- 1. 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.

EXHIBIT 3 MEMORANDUM OF LEASE

[FOLLOWS ON NEXT PAGE]

Recording Requested By & When Recorded Return To:

New Cingular Wireless PCS, LLC Attn: Tower Asset Group - Lease Administration 1025 Lenox Park Blvd NE, 3rd Floor Atlanta, GA 30319

APN: 117-790-010

(Space Above This Line For Recorder's Use Only)

Market: South San Francisco
Cell Site Number: CCL06302
Cell Site Name: 323 Miller Garage, CA
Search Ring Name: Miller Avenue
Fixed Asset Number: 15530344
State: California
County: San Mateo

MEMORANDUM OF LEASE

This Memorandum of Lease is entered into on this _____ day of______, 2024, by and City of South San Francisco, a municipal corporation, having a mailing address of 400 Grand Avenue, South San Francisco, CA, 94080 (hereinafter called "Landlord"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, GA 30319 ("Tenant").

- 1. Landlord and Tenant entered into a certain Structure Lease Agreement ("**Agreement**") on the _____ day of______, 2024 ("**Effective Date**"), for the purpose of installing, operating and maintaining a communication facility and other improvements. All of the foregoing is set forth in the Agreement.
- 2. The initial lease term will be five (5) years commencing on the Effective Date, which may be extended for two (2) Additional Term(s) of 5-years and, upon mutual agreement of the parties, three (3) Extension Terms of 5-years each as provided in the Agreement.
- 3. The portion of the land being leased to Tenant and associated easements and/or access and utility routes are described in **Exhibit 1** annexed hereto.
- 4. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. Capitalized terms used, but not otherwise defined herein, shall have the meanings ascribed to such terms in the Agreement. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above written.

	TENANT:
LANDLORD:	
City of South San Francisco, a municipal corporation	New Cingular Wireless PCS, LLC, a Delaware limited liability company
	By: AT&T Mobility Corporation
By:	Its: Manager
Print Name: []	
Its:	By:
Date:	Print Name: []
	Its:
	Date:

[ACKNOWLEDGMENTS APPEAR ON NEXT TWO PAGES]

LANDLORD ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California		
County of)	
On	before me,	
		(insert name and title of the officer)
personally appeared		
who proved to me on the bas	sis of satisfactory evidence to b	e the person(s) whose name(s) is/are subscribed to
	C	they executed the same in his/her/their authorized
	•	nstrument the person(s), or the entity upon behalf of
which the person(s) acted, ex	recuted the instrument.	
I certify under PENALTY O is true and correct.	F PERJURY under the laws of	f the State of California that the foregoing paragraph
is true and correct.		
WITNESS my hand and offi	cial seal.	
Signature		(Seal)

TENANT ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California		
County of)	
On	before me,	,
		(insert name and title of the officer)
personally appeared		
who proved to me on the bas	sis of satisfactory evidence to b	e the person(s) whose name(s) is/are subscribed to
	•	they executed the same in his/her/their authorized astrument the person(s), or the entity upon behalf of
which the person(s) acted, ex		• •
I certify under PENALTY C	OF PERJURY under the laws of	the State of California that the foregoing paragraph
is true and correct.		
WITNESS my hand and offi	icial seal.	
Signature		(Seal)

EXHIBIT 1 TO MEMORANDUM OF LEASE

DESCRIPTION OF PROPERTY AND PREMISES

	Page	of		
to the Memorandum of Lease dateda Municipal corporation, as Landlord, and company, as Tenant.	New Cingu		2024, by and between Wireless PCS, LLC,	
The Property is legally described as follows:				

The Premises are described and/or depicted as follows:

EXHIBIT 2

IRS FORM W-9 & CA FTB FORM 590

Page 1 of 3

[IRS FORM W-9 (REVISED OCTOBER 2018) & 2019 CA FTB FORM 590 APPEAR ON FOLLOWING TWO (2) PAGES]

Form W-9
(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.

	•	
	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	
on page 3	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):	
e. ns on	☐ Individual/sole proprietor or ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ single-member LLC	Trust/estate
きる	Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership)	•
ρŽ	Note: Check the appropriate box in the line above for the tax classification of the single-member owner.	
Print or type. c Instructions	LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-me	
آو <u>آ</u>	is disregarded from the owner should check the appropriate box for the tax classification of its owner.	mbol EES that
Print or type. Specific Instructions	☐ Other (see instructions) ►	(Applies to accounts maintained outside the U.S.)
Sp		ester's name and address (optional)
See		
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	
Par	Taxpayer Identification Number (TIN)	
	your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid	Social security number
	up withholding. For individuals, this is generally your social security number (SSN). However, for a sent alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other	
	es, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a</i>	
TIN, la		or
	If the account is in more than one name, see the instructions for line 1. Also see What Name and	Employer identification number
Numb	per To Give the Requester for guidelines on whose number to enter.	-
	6 V2 V	

Part II Certification

Under penalties of perjury, I certify that:

- 1. 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
- 2. 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
- 3. I am a U.S. citizen or other U.S. person (defined below); and
- 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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 U.S. person ▶ Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

• Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)
 Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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.

TAXABLEYEAR	CALIFORNIA FORM			
2020 Withholding Exemption Certificate	- 590			
The payee completes this form and submits it to the withholding agent. The withholding age	ent keeps this form with their records.			
Withholding Agent Information				
Namo				
Payee Information				
Namo	SSN or ITIN FEIN CA Corp no. CA SOS file no			
Address (apt./sta., room, PO box, or PMB no.)				
City (If you have a foreign address, see instructions.)	State ZIP code			
Exemption Reason				
Check only one box.				
By checking the appropriate box below, the payee certifies the reason for the exemption from requirements on payment(s) made to the entity or individual.	the California income tax withholding			
Individuals — Certification of Residency: I am a resident of California and I reside at the address shown above. If I become a notify the withholding agent. See instructions for General Information D, Definitions.	nonresident at any time, I will promptly			
Corporations: The corporation has a permanent place of business in California at the address shown above or is qualified through the California Secretary of State (SOS) to do business in California. The corporation will file a California tax return. If this corporation ceases to have a permanent place of business in California or ceases to do any of the above. I will promptly notify				
the withholding agent. See instructions for General Information D, Definitions.				
Partnerships or Limited Liability Companies (LLCs): The partnership or LLC has a permanent place of business in California at the address shown above or is registered with the California SOS, and is subject to the laws of California. The partnership or LLC will file a California tax return. If the partnership or LLC ceases to do any of the above, I will promptly inform the withholding agent. For withholding purposes, a limited liability partnership (LLP) is treated like any other partnership.				
Tax-Exempt Entities: The entity is exempt from tax under California Revenue and Taxation Code (R&TC) Internal Revenue Code Section 501(c) (insert number). If this entity ceases to the withholding agent. Individuals cannot be tax-exempt entities.	Section 23701 (insert letter) or be exempt from tax, I will promptly notify			
Insurance Companies, Individual Retirement Arrangements (IRAs), or Qualified Per The entity is an insurance company, IRA, or a federally qualified pension or profit-sh				
California Trusts: At least one trustee and one noncontingent beneficiary of the above-named trust is a California fiduciary tax return. If the trustee or noncontingent beneficiary becomes a notify the withholding agent.				
Estates — Certification of Residency of Deceased Person: I am the executor of the above-named person's estate or trust. The decedent was a The estate will file a California fiduciary tax return.	California resident at the time of death.			
Nonmilitary Spouse of a Military Servicemember: I am a nonmilitary spouse of a military servicemember and I meet the Military Spouse requirements. See instructions for General Information E, MSRRA.	se Residency Relief Act (MSRRA)			
CERTIFICATE OF PAYEE: Payee must complete and sign below.				
To learn about your privacy rights, how we may use your information, and the consequences go to ftb.ca.gov/forms and search for 1131 . To request this notice by mail, call 800.852.5711.				
Under penalties of perjury, I declare that I have examined the information on this form, including statements, and to the best of my knowledge and belief, it is true, correct, and complete. I furtified the facts upon which this form are based change, I will promptly notify the withholding agent	ther declare under penalties of perjury that			
Type or print payee's name and title	Telephone			
Payee's signature ▶	Date			
7061203	Form 590 2019			