



City of Sacramento City Council

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915 I Street, Sacramento, CA, 95814
www.CityofSacramento.org

Meeting Date: 12/14/2010

Report Type: Consent

Title: Agreement: Issuance of Revocable Permit at Reichmuth Park

Report ID: 2010-00019

Location: 6325 Gloria Drive (District 4)

Recommendation: Adopt a Resolution authorizing the City Manager or the City Manager’s designee 1)to execute a ten-year Agreement for Issuance of a Revocable Permit with one ten-year renewal option with New Cingular Wireless PCS, LLC for installation and maintenance of communications equipment at Reichmuth Park; and 2) to establish the necessary financial accounts needed for the administration of the Neighborhood Enhancement Program/Project that will be funded from the proceeds of this agreement.

Contact: Bill Sinclair, Program Manager,(916) 808-1905, Department of General Services; Mary de Beauvieres, Principal Planner, (916) 808-8722, Department of Parks and Recreation

Presenter: None

Department: General Services Dept

Division: Facility & Real Property Mgmt

Dept ID: 13001511

<p>Attachments:</p> <ul style="list-style-type: none"> 1-Description/Analysis 2-Resolution 3-Unexecuted Contract Cover 4-Exhibit A - Agreement - Revocable Permit at Reichmuth Park 5-Exhibit A - Location Map 6-Exhibit B - Construction Drawings 	<p>City Attorney Review Approved as to Form</p> <p>Jerry Hicks 12/8/2010 8:38:52 PM</p> <p>City Treasurer Review Prior Council Financial Policy Approval or Outside City Treasurer Scope</p> <p>Rusell Fehr 12/1/2010 1:55:59 PM</p>

Approvals/Acknowledgements

Department Director General Services: Reina Schwartz-12/2/2010 12:20 PM

Assistant City Manager : Patti Bisharat - 12/8/2010 4:51:08 PM



Description/Analysis

Issue: New Cingular Wireless PCS, LLC desires to improve its cellular phone network and has submitted a request to locate wireless telecommunication facilities at Reichmuth Park. Subject to City Council approval, a ten-year agreement with one ten-year renewal option for Issuance of a Revocable Permit has been negotiated with New Cingular Wireless PCS, LLC. The installation will improve cellular reception in the area. The telecommunication improvements consist of a nine panel antennae on a 94 foot pole simulated to resemble a pine tree and placement of related equipment within an enclosed 900 square foot equipment shelter.

Policy Considerations: The recommendations included in this report are consistent with City Code, Section 3.76.050 and the City Strategic Plan goals of Public Safety, Economic Development, and Sustainability and Livability.

Environmental Considerations:

California Environmental Quality Act (CEQA): The Community Development Department, Environmental Planning Services Division has reviewed this project and determined that it is exempt from the provisions of CEQA under Section 15303, New Construction or Conversion of Small Structures as the project consists of the construction and location of a new small accessory structure within an existing City park.

Sustainability Considerations: Not applicable

Commission/Committee Action: On December 3, 2009, the Parks and Recreation Commission considered placement of the facility in the park and recommended approval by a unanimous vote. The Parks and Recreation Commission also requested that City Council consider using the rent revenue to implement the park's master plan. On March 11, 2010, the Planning Commission approved the Special Permit and the finding that the project is categorically exempt under CEQA.

Rationale for Recommendation: The recommendations in this report will improve cellular service for the City's business community, residents, and visitors. The applicant has met all requirements of City Code, Section 3.76.050 for telecommunication facilities located on City owned property. This installation will be consistent with other telecommunication facilities located on the same structure.

Financial Considerations: One hundred percent of the proceeds collected from New Cingular Wireless PCS, LLC for the permit located at the Reichmuth Park shall be allocated to the Neighborhood Enhancement Program. The primary business terms of the permit are as follows:

- One-time fee of \$21,000 for installation of wireless telecommunication equipment.
- First year permit fee of \$21,000.
- Annual permit fee adjustment of four percent.
- Ten-year initial term.
- One ten-year renewal option.

Agreement: Issuance of Revocable Permit at Reichmuth Park

- New Cingular Wireless PCS, LLC will pay for all costs of installation, maintenance of its facility and for damage, if any, to City property resulting from the installation.
- Upon termination of the final term, New Cingular Wireless PCS, LLC will remove all facilities and make all necessary repairs.
- New Cingular Wireless PCS, LLC has purchased and deposited with the City a Removal Permit Bond for the sum of \$30,000 to insure removal of telecommunications equipment at the end of the final term.

Emerging Small Business Development (ESBD): No goods or services are being purchased as a result of this report.



RESOLUTION NO. 2010-XXXX

Adopted by the Sacramento City Council

December 14, 2010

AUTHORIZING AN AGREEMENT FOR ISSUANCE OF A REVOCABLE PERMIT WITH NEW CINGULAR WIRELESS PCS, LLC FOR WIRELESS FACILITIES AT REICHMUTH PARK

BACKGROUND

- A. New Cingular Wireless PCS, LLC desires to improve its cellular phone network and has submitted a request to locate wireless telecommunication facilities at Reichmuth Park.
- B. An Agreement for Issuance of a Revocable Permit has been negotiated with New Cingular Wireless PCS, LLC for installation of communication equipment at Reichmuth Park. The initial term of the agreement is ten years, with one ten-year renewal option. Permit fees begin at \$21,000 per year with annual increases of four percent. All costs of installation and maintenance of equipment are the responsibility of New Cingular Wireless PCS, LLC.
- C. One hundred percent of the proceeds collected from the permit with New Cingular Wireless PCS, LLC shall be allocated to the Neighborhood Enhancement Program.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:

- Section 1. The City Manager or the City Manager's designee is hereby authorized to execute a ten-year Agreement for Issuance of a Revocable Permit with one ten-year renewal option with New Cingular Wireless PCS, LLC for installation and maintenance of communications equipment at Reichmuth Park.
- Section 2. The City Manager or the City Manager's designee is authorized to establish the necessary financial accounts needed for the administration of the Neighborhood Enhancement Program/Project that will be funded from the proceeds of this agreement.

Table of Contents:

- Exhibit A: Agreement – Revocable Permit at Reichmuth Park
- Exhibit B: Location Map
- Exhibit C: Construction Drawings



Unexecuted Contract/Agreements

- The Unexecuted Contract/Agreement is signed by the other party, is attached as an exhibit to the resolution, and is approved as to form by the City Attorney.
- The Unexecuted Contract/Agreement (Public Project) is NOT signed by the other party, is attached as an exhibit to the resolution, and is approved as to form by the City Attorney.
- The Unexecuted Contract is NOT included as an exhibit to the Resolution because the Agreement(s) is with other another governmental agency and it is not feasible to obtain the other agency's signature prior to Council action (be they denominated Agreements, MOUs, MOAs, etc.); however, the City Attorney approves the forwarding of the report to Council even though the signed agreement is not in hand yet.
- The Unexecuted Contract is NOT included as an exhibit to the resolution because, due to special circumstances, and the City Attorney confirms in writing that it is okay to proceed with Council action even though the signed agreement is not in hand yet.

All unexecuted contracts/agreements which are signed by the other parties are in the Office of the City Clerk before agenda publication.



Requires Council Approval: No YES Meeting: 12/14

General Information

Type: Real Property

Attachment: N/A Number:

Original Document Number: N/A

Original Contract Amount: None

Deed: None Included Separate

\$ Not to Exceed: N/A

Other Party: New Cingular Wireless

Project Name: Agreement for Issuance of Revocable Permit at Reichmuth Park.

No. Certified Copies of Agreement: 0

Project Number: W/O # 593197

Bid Transaction #: N/A

E/SBE-DBE-M/WBE: N/A

Department Information

Department: General Services

Division: Facilities & Real Property Management

Project Mgr: Bill Sinclair

Supervisor: Rhonda Lake

Contract Services: N/A

Date: 11/1/10

Division Mgr: Reina Schwartz (acting)

Phone Number: 808-1905

Org Number: 13001551

Comment: This is a new Revocable Permit for a wireless telecommunication facility.

Review and Signature Routing

Department	Signature or Initial	Date
Project Mgr:	<i>WSS</i>	11/1/10
Accounting:	N/A	N/A
Contract Services:	N/A	N/A
Supervisor:	<i>RL</i>	11/03/10
Division Manager:	N/A	N/A

City Attorney Signature or Initial Date
 City Attorney: Jerry Hicks *JH* 11/8/2010

Send Interoffice Mail Notify for Pick Up

Authorization	Signature or Initial	Date
Reina Schwartz Department Director:	<i>RS</i>	11/10/10
City Mgr: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<i>PS</i>	11/15/10

For City Clerk Processing

Finalized:
Initial:
Date:
Imaged:
Initial:
Date:

Received:
(City Clerk Stamp Here)

2010-0984
 Title: Reichmuth Park
 With: New Cingular Wireless
 Authorization: Ordinance 99-024

RECEIVED
 CITY CLERK'S OFFICE
 CITY OF SACRAMENTO
 NOV 15 10:36 AM 2010

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AGREEMENT FOR ISSUANCE OF REVOCABLE PERMIT (PARKS)

THIS AGREEMENT FOR ISSUANCE OF REVOCABLE PERMIT ("Agreement"), dated 11/18, 2010, is made by and between New Cingular Wireless PCS, LLC, a Delaware limited liability company ("Permittee") and the CITY OF SACRAMENTO, a municipal corporation ("City") with respect to the following facts:

RECITALS

WHEREAS, City owns and maintains certain real property currently used as Reichmuth Park, and which is more fully described in Exhibit "A" hereof, (the "Property"), and

WHEREAS, Permittee is a private entity which provides telecommunications services through the use of facilities located within the city of Sacramento and elsewhere; and

WHEREAS, Permittee desires to locate structures and equipment in and on the Property owned by City; and

WHEREAS, City is willing to allow Permittee to do so on the basis of a revocable permit, and upon the terms and conditions set forth in this Agreement;

NOW, THEREFORE, the parties agree as follows:

1. ISSUANCE OF REVOCABLE PERMIT

Upon the terms and conditions set forth in this Agreement, City hereby agrees to issue to Permittee a non-exclusive revocable permit ("Revocable Permit") for installation and maintenance of a wireless telecommunications facility ("WTF"), with associated structures and equipment. Additionally, at all times throughout the Term (as defined below) of this Agreement and at no additional charge to Permittee, Permittee and its employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access ("**Access**") to and over the Property, from an open and improved public road to the Premises, for the installation, maintenance and operation of the structures and equipment and any utilities serving the Premises. City agrees to provide to Permittee such codes, keys and other instruments necessary for such access at no additional cost to Permittee. This Agreement and all of its terms and conditions shall remain in effect during the entire Term of the Revocable Permit. This Agreement is expressly agreed to be non-exclusive, and subject to the covenants in subparagraph 4(j) below, City shall be free to enter into agreements or permits with other parties, including related or non-related providers, for revocable permits or similar arrangements. City and Permittee agree that the Revocable Permit will not be issued until and unless Permittee has obtained all entitlements required by paragraph 5 herein, Permittee has paid such fees to the City as are required by paragraph 3 herein, and Permittee is in compliance with Sacramento City Code Section 3.76.050.

2. TERM OF REVOCABLE PERMIT

A. Initial Term

The initial term ("Initial Term") of the Revocable Permit issued pursuant to this Agreement shall be for a period of ten (10) years, commencing on the Effective Date of this Agreement as defined in paragraph 10 herein.

B. Renewal Term

Upon expiration of the Initial Term, Permittee shall have the right to renew this Agreement and the Revocable Permit issued pursuant to this Agreement upon the same terms and conditions for one (1) additional ten (10) year term ("Renewal Term") except as to the fee to be paid by Permittee to City during the Renewal Term, which fee shall be determined pursuant to subparagraph 3(f) of this Agreement. Permittee shall exercise its option to renew by giving City written notice of its intention to renew this Agreement and the Revocable Permit issued pursuant to this Agreement at least ninety (90) days prior to the expiration of the Initial Term or the then-current term. Permittee shall have no other right to extend the term beyond the Renewal Term. The Initial Term and any Renewal Terms are collectively referred to as the "Term".

C. Termination & Revocation

(1) Discretionary Termination.

a. The City may not institute discretionary termination for the first five (5) years of the Initial Term of the Agreement unless revocation is required by the City under 2(C)(3). The City may terminate the agreement for cause during the first five (5) years of the Initial Term. This paragraph does not apply to any subsequent Renewal Terms specified in subparagraph 2(B) herein.

b. After the first five (5) years of the Initial Term, each party shall have the right to terminate this Agreement by giving the other party thirty (30) days notice in writing, which notice shall state the exact date of termination. Termination of this Agreement pursuant to this subparagraph 2(C)(1) shall constitute revocation of the Revocable permit issued pursuant to this Agreement. Any portion of the Annual Fee paid in advance pursuant to paragraph 3 of this Agreement shall be prorated to the date of termination.

(2) Termination for Cause. Each party shall have the right to terminate this Agreement immediately for breach by the other party of any material term or condition of this Agreement, by giving the breaching party written notice of default specifying the exact cause or causes for the default and specifying that the breaching party shall have thirty (30) days from receipt of such notice to cure the default; The notice shall also state that in the event the default is not so cured, this Agreement is terminated effective retroactively to the earlier of date of mailing of the notice as specified herein, or the date of personal delivery of the notice to an employee or agent of the breaching party at the location specified in this Agreement. Termination of this

Agreement pursuant to this subparagraph 2(c)(2) shall constitute revocation of the Revocable Permit issued pursuant to this Agreement.

(3) Homeland Security. The City may terminate the revocable permit at any time if it is determined by the City in its sole discretion that national or local security emergency requires the revocation of the permit. If such determination is made by the City Manager of the City of Sacramento the Permittee will be required to remove the structures and equipment as indicated in this agreement. Access to structures and equipment may be denied by the City pending arrangements for removal.

(4) Removal of Structures and Equipment on Termination. Unless otherwise directed by City in writing (and subject to the provisions of subparagraph 4(g) herein), within thirty (30) days of the termination of this Agreement and at Permittee's sole cost and expense, Permittee shall remove all structures and equipment from the Premises, and shall restore the Premises to their original condition prior to the issuance of the Revocable Permit, normal wear and tear excepted. In the event that the Premises or any portion thereof are damaged by Permittee in the process of removal, such damage shall be repaired forthwith by Permittee at Permittee's sole cost and expense. Upon termination of this Agreement, but only to the extent that the termination results from an uncured default by Permittee under this Agreement, City shall have the option, in its sole discretion, of retaining those structures (including, without limitation, tower(s), monopole(s), buildings), vault(s), equipment shed(s), and pad(s), but excluding antenna(s)) installed by Permittee on the Premises, which structures shall then become the property of the City shall exercise its option by providing written notice to Permittee prior to the termination of this Agreement.

(5) Return of Removal Bond. In the event Permittee removes those structures and equipment from the Premises as required by this Agreement, and restores the Premises to their original condition prior to the issuance of the Revocable Permit as required by this Agreement, City shall release the Removal Bond or any cash payment provided in lieu of the Removal Bond. Any return of the cash payment shall be without interest. In the event Permittee does not remove any structures or equipment from the Premises as required by this Agreement, or does not restore the Premises to their original condition prior to the issuance of the Revocable Permit as required by the City, City may use the Removal Bond, or any cash payment provided in lieu of the Removal Bond, for such purposes. Any unused portion of the cash payment shall be returned without interest.

(6) No Reimbursement. Under no circumstances shall any portion of the One-Time Initial Fee or the Application Processing Fee be reimbursed to Permittee, regardless of the manner or date of termination of this Agreement.

(7) Relocation of Structures and Equipment. If it is determined by City that the location of Permittee's structures and equipment interfere with full use and enjoyment of public property, the City shall make reasonable efforts to allow for relocation of the structures and equipment within the same parcel as the existing structures and equipment in lieu of termination and revocation of the permit. Such relocation may occur pursuant to provisions of paragraph 6A. All costs related to relocation shall be paid by Permittee.

3. FEES

A. Annual Fee. For the first year of the Initial Term of this Agreement, Permittee shall pay to the City an annual fee of Twenty-One Thousand Dollars (\$21,000) ("Annual Fee").

B. One-Time Initial Fee. Permittee shall pay a one-time fee of Twenty-One Thousand Dollars (\$21,000) to the City as additional consideration for the issuance of the Revocable Permit ("One-Time Initial Fee").

C. Processing Fees.

1) City acknowledges that Permittee has paid an application fee in the amount of Five Thousand Dollars (\$5,000) ("Application Processing Fee") to City to recover staff costs associated with processing this Agreement, including, but not limited to, costs of the City Department of General Services, the City Neighborhood Planning and Development Department, and the City Attorney's Office. The amount of the Application Processing Fee will be set by Resolution of the City Council. Permittee agrees that the \$5,000.00 Application Processing Fee represents a fair and accurate estimate of the costs of providing the review needed for the costs associated with processing this Agreement. If the City's actual review costs exceed the Application Processing Fee, Permittee agrees to pay to the City such excess costs within thirty (30) days of Permittee's receipt of invoice from the City, accompanied by reasonable substantiation of the cost so incurred by the City.

2) In the event that amendment to the Agreement is requested by Permittee at any time after the Agreement is executed, Permittee shall pay an estimated amendment fee ("Amendment Processing Fee") to City to recover staff costs associated with processing the Amendment, including, but not limited to, costs of the City Department of General Services, the City Neighborhood Planning and Development Department, and the City Attorney's Office. The amount of the Amendment Processing Fee will be set by Resolution of the City Council. If the City's actual review costs exceed the estimated amount, Permittee agrees to pay to the City such excess costs upon billing by the City, accompanied by an invoice of expenditures actually made along with any other reasonable documentation required by Permittee.

D. Removal Bond. Permittee shall provide to City a bond, letter of credit, or other security instrument, of a type and in the amount of Thirty Thousand Dollars (\$30,000) to the City, that is to pay for the removal of structures and facilities installed on the Premises by Permittee ("Removal Bond"). Permittee shall keep the Removal Bond in effect for the duration of this Agreement, including any extensions or renewals hereof. Permittee may meet its Removal Bond obligations by providing to the City a cash payment adequate to pay for the removal of structures and facilities installed on the Premises by Permittee. Upon a surety's written notice to City of cancellation of a Removal Bond, Permittee must submit written notice and proof of a replacement Removal Bond within thirty (30) days.

E. Annual Adjustment. The Annual Fee shall be adjusted annually on each annual anniversary of the Effective Date as referenced in paragraph 10 of this Agreement at Four Percent (4%) annually as set forth in Exhibit "D".

F. Renewal Period.

(1) In the event that Permittee exercises the option for a Renewal Term as provided in subparagraph 2(b) herein the Annual Fee during the Renewal Term pursuant to the option notice shall be "Fair Market Rate" as of the "Fee Determination Date" as those terms are defined in this paragraph 3.

(2) As used in this Agreement, "Fair Market Rate" shall be deemed to mean the fee that would typically be paid by a permittee under a similar permit for the renewal of a City of Sacramento site of a similar type, design, and quality in the same or similar geographic area (including park sites) in which the Premises are situated under market conditions existing as of the Fee Determination Date.

(3) As used in this Agreement, "Fee Determination Date" shall be deemed to mean the date on which City is given notice pursuant to subparagraph 2(b) herein.

(4) If Permittee and City cannot agree on the Fair Market Rate within thirty (30) days after the Fee Determination Date, the amount payable during the Renewal Term of the Agreement shall continue to be adjusted according to the provisions of subparagraph 3(e) herein.

G. Manner of Payment of Fees. Permittee shall pay the full first year Annual Fee and the One-Time Initial Fee in cash in advance, with payment due and payable within forty-five (45) days after the date the City issues the Revocable Permit to Permittee. Payment of the full Annual Fee for subsequent years shall be due and payable on the anniversary date of the Effective Date as described in paragraph 10 herein. The Removal Bond, or the cash payment provided in lieu of the Removal Bond, shall be provided to the City within forty-five (45) days after the date the City issues the Revocable Permit to Permittee. All fees and the Removal Bond, or the cash payment provided in lieu of the Removal Bond, shall be delivered to City at the address specified in paragraph 12 herein for the giving of notices.

1. Unless otherwise indicated by future notification, fees shall be mailed to:

City of Sacramento
Department of General Services
Facilities and Real Property Management Division
5730 24th Street, Building 4
c/o Accounting
Sacramento, CA 95822

4. USE OF THE PREMISES

A. Nature of the Use Allowed. Permittee shall use the Premises strictly in accordance with the terms of this Agreement and the Revocable Permit, solely for the purpose of installation and maintenance of a WTF, including, without limitation, related antenna equipment, connections and fixtures. Permittee shall have reasonable rights of ingress and egress to the Premises to conduct, at the sole expense of Permittee, surveys, structural strength analyses, subsurface boring tests, and other similar activities with the written consent of City, which consent shall not be unreasonably withheld, conditioned or delayed. Permittee may, at its sole expense, make such improvements on the Premises as it deems necessary from time to time for the operation of a transmitting and receiving site for wireless voice and data communications; provided, however, that any alteration other than replacing equipment with equipment of like kind will require written approval of the City, which approval shall not be unreasonably withheld, conditioned or delayed.

B. Non-interference with City Use. Permittee shall use the Premises in a manner which is at all times subordinate to and consonant with City's use of the Property and the Premises.

C. Non-interference with City Communications and Other Uses. Permittee agrees and understands that City maintains a communications system, including associated installations and equipment, which provides routine and emergency communications with its officers and employees, as well as officers and employees of other jurisdictions, and that it is imperative that there be no interference with that system by virtue of Permittee's use of the premises. At all times during the Term, Licensee will only operate its facilities within (i) effective radiated power levels and (ii) frequencies which Permittee is authorized to utilize by the Federal Communications Commission. Permittee agrees to resolve technical interference problems with other equipment located at the Premises as of the Effective Date. Permittee agrees to resolve any such technical interference problems associated with any future equipment that Permittee adds or attaches to the Premises during the term of this Agreement.

D. Nuisance. Permittee shall at all times conduct its use of the Premises in such a manner that it shall not constitute a public or private nuisance.

E. Damage to City Property. Permittee shall at all times conduct its use of the Premises in such a manner so as not to damage City property. Permittee shall be liable to City for any damage to any City property, including but not limited to, trees, sprinklers, lawn, other landscaping, fixtures, equipment, structures, vehicles, or other City property, arising out of or in any way directly or indirectly related to or resulting from the installation, maintenance or operation of Permittee's structures and equipment on the premises, or any action or activity of Permittee, or its employees, agents, or contractors.

F. Non-interference with Permittee's Use. City agrees that, subject to all other provisions of this Agreement, and subject to City's right to grant other or additional permits, Permittee is entitled to reasonable access to the Premises at all

times throughout the Term so long as Permittee is not in default beyond the expiration of any cure period. If City desires to permit another communications provider to install equipment on the Premises with the potential to cause interference problems with Permittee's then-existing equipment, then prior to entering into an agreement with such proposed communications provider, City will give written notice to Permittee of such proposed installation. Such notice shall include technical information from the proposed provider which is sufficient to determine whether the proposed use will interfere with Permittee's operation of the WTF. Permittee agrees to cooperate with the proposed provider to resolve any such interference problem(s). City agrees that any future agreement which permits the installation of communications equipment on the Premises shall be conditioned upon not interfering with Permittee's then-existing operation of the WTF. Permittee shall not be required to modify Permittee's then-existing WTF to prevent interference with any new communications use of the Premises so long as Permittee operates the WTF within its assigned frequencies and in compliance with all applicable FCC Rules and Regulations.

G. Co-location. Permittee acknowledges and agrees that the City may allow other providers of communications facilities to locate on the same Premises and/or on the same facilities as Permittee, including such facilities as may be constructed by Permittee. In the event any other facilities are co-located on facilities constructed and/or used by Permittee, Permittee agrees not to dismantle or otherwise alter the facilities being used by Permittee for as long as those facilities are being used by any other permittee(s). At the expiration of all uses on the facilities used by Permittee, Permittee agrees, at City's option, either to remove the facility used by Permittee or leave the facility used by Permittee in its then current condition.

H. Reservation for Public Use. Permittee shall provide space on its facilities for public communications use by public agencies in such location(s) and in such manner(s) as may be determined by City. Such space shall be provided at no cost if used by City.

5. ENTITLEMENTS

Prior to the issuance of the Revocable Permit, Permittee shall at its sole and exclusive expense, obtain all necessary local land use entitlements, building permits, and other City, County, State or Federal permits as may be necessary to operate the facilities contemplated by Permittee. These Permits shall not be construed as a waiver of any requirement, fee, or procedure required to obtain any such entitlement or permit. By accepting the Revocable Permit, Permittee warrants and represents that it has obtained all necessary local land use entitlements, building permits, and other City, County, State or Federal permits to operate the facilities contemplated by Permittee.

6. CONSTRUCTION REQUIREMENTS

A. Location of Structures and Equipment. The initial location of the structures and equipment to be installed by Permittee shall be in the sole and exclusive discretion of the City, as shown on Exhibit B. In the event City thereafter determines that structures or equipment need to be moved to accommodate the City's use of the Property, which use also reasonably requires the relocation of the structures or the

equipment, City shall meet and confer with Permittee to discuss the necessary relocation of structures or equipment; provided, however, that the determination that said structures and/or equipment need to be moved shall be in the sole and exclusive discretion of the City. The ultimate location of Permittee's structures and equipment shall be mutually agreeable to both parties; provided, however, that in no event shall Permittee be required to relocate its antennas to a different place on a tower, or to pay for the relocation of its base station equipment, in order to accommodate another telecommunications provider.

B. City Approval of Plans, Specifications and Design. Permittee shall submit to City prior to commencing any construction on the Premises complete plans and specifications ("Plans"), including detailed site plans, for the structures and equipment to be installed on the Premises. City shall have absolute discretion to specify design requirements, aesthetic requirements, and specifications excepting those technical requirements relating to operation of the WTF. The plans and specifications and site plan shall also be part of Exhibit "B" hereof. Permittee shall not commence any construction on the Premises until and unless the City has approved all plans and specifications for that construction. City's approval will not be unreasonably withheld, conditioned or delayed. In the event City disapproves of the Plans upon a second (2nd) submission, Permittee may terminate this Agreement. Permittee maintains the right to perform routine maintenance, repairs, replacements and upgrades without City approval when no changes to the exterior appearance of Permittee's structures or equipment are made. Any damage to City facilities during construction shall be promptly repaired by Permittee. Permittee shall complete construction and installation of structures and equipment within ninety (90) days of issuance of the Revocable Permit.

C. Seismic Safety. Because Permittee's equipment will, in part, be located above ground level in areas where falling heavy equipment would likely result in personal injury or death, and property damage, Permittee shall employ the professional services of qualified engineers for the purpose of investigating the seismic risks at the Premises related to attaching Permittee's equipment to the Premises, and for recommendations concerning measures required to strengthen the methods and equipment used to attach the Permittee's equipment to the Premises. Permittee shall consult with City prior to selecting an engineer, and shall furnish to City a copy of all reports and recommendations of the engineer, together with any supporting data, calculations or studies upon which the engineer has based conclusions and/or findings. City shall have the right to approve or disapprove the report and recommendations prior to construction by Permittee. No such construction shall commence prior to delivery to City of a report and recommendations approved by City.

D. Costs of Inspection. The parties agree and understand that during the course of construction, City may be required to provide on-site supervision and inspection services because Permittee may be performing work on and around City facilities. Permittee shall, upon billing by City, promptly pay the entire cost of such on-site supervision and inspection services as are directly related to the construction activities of Permittee during the course of construction and until final City inspection and approval. City's reimbursement rate shall be One Hundred Dollars (\$100.00) per hour. The total reimbursement shall not exceed a total sum of Five Thousand Dollars (\$5,000).

E. One Call Requirement. Permittee shall inform City in writing in the manner designated in paragraph 12 herein at least twenty-four (24) hours prior to any intended excavation on or around the Premises.

F. Temporary Relocation of Structures and Equipment. In the event that construction or renovation of City property requires removal of Permittee's structures and/or equipment, the City may agree to temporary relocation in lieu of removal. At the conclusion of the construction or renovation, the Permittee's structures and/or equipment shall be returned to its previous location within a reasonable amount of time unless the parties agree to a different location in writing. All costs related to temporary relocation shall be paid by Permittee.

7. MAINTENANCE & REPAIR

Permittee shall at all times during the term of this Agreement maintain its structures, equipment, and required landscaping on the Premises, in good and safe operating order and condition, reasonable wear and tear and damage from the elements excepted.

8. INSURANCE; LIABILITY; INDEMNIFICATION

A. Insurance Requirements. During the entire term of this Agreement, Permittee shall maintain the following noted insurance:

(1) Minimum Scope of Insurance.

Coverage shall be at least as broad as:

a. Insurance Services Office Form No. CG 001 (Broad Commercial General Liability);

b. Insurance Services Office Form Number CA 0001 (ED. 6/92) (Automobile Liability, Code 1 "any auto");

c. Workers' Compensation as required by the Labor Code of the State of California, and Employers' Liability insurance.

B. Minimum Limits of Insurance. Permittee shall maintain limits no less than:

(1) Commercial General Liability: \$1,000,000 combined single limit per occurrence and in the aggregate for bodily injury, personal injury and property damage.

(2) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.

(3) Worker's Compensation and Employers' Liability: Workers' compensation limits as required by the Labor Code of the State of California and Employers' Liability limits of \$1,000,000 per accident.

C. Deductibles and Self-Insured Retention. Any amounts that Permittee (rather than its insurance carrier) must pay directly to any third party as compensation for any insured loss or liability whether described as a deductible or self-insured retention must be declared to and approved by City.

D. Other Insurance Provisions. All required policies are to contain, or be endorsed to contain, the following provisions:

(1) General Liability and Automobile Liability Coverages:

a. City, its officials, employees and volunteers are to be covered as additional insureds with respect to: liability arising out of activities performed by or on behalf of Permittee; products and completed operations of Permittee; premises owned, leased or used by Permittee; or automobiles owned, leased, hired or borrowed by Permittee. The coverage shall contain no special limitations on the scope of the protection afforded to City, its officials, employees or volunteers, with respect to Permittee's operations of and on the Premises.

b. Permittee's required insurance coverage shall be primary insurance with respect to City, its officials, employees and volunteers. Any insurance or self-insurance maintained by City, its officials, employees or volunteers shall be excess of Permittee's insurance and shall not contribute with it.

c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its officials, employees, or volunteers.

d. Coverage shall state that Permittee's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(2) All Coverages. Each insurance policy required by this Agreement shall provide that coverages shall not be canceled except after thirty (30) days prior written notice has been given to City. In addition, Permittee agrees that it shall not reduce its coverage or limits on any such policy except after thirty (30) days prior written notice has been given to City.

E. Acceptability of Insurers. Insurance is to be placed with insurers with a Bests' rating of no less than A:VII.

F. Verification of Coverage. Permittee shall furnish City with certificates of insurance showing compliance with the above requirements and with copies of endorsements effecting all coverages required by this clause, or other similar documentation acceptable to the City's Risk Manager within thirty (30) days of the Effective Date of this Agreement and shall attach documents hereto as Exhibit C. The certificates, endorsements and/or other acceptable documents shall set forth a valid

policy number for City, and shall indicate the Issue Date, Effective Date and Expirations Date. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf.

G. Insurance. In any required public liability policy covering personal injury or property damage, City shall be included as an additional insured at no cost to City. Each policy of insurance required shall provide that there shall be no cancellation of coverage under the policy unless and until City has been provided with at least thirty (30) days written notice of cancellation.

H. No City Liability for Loss or Damage to Permittee's Structures or Equipment. In the event that Permittee's structures or equipment installed on the Premises are damaged in any way, irrespective of the cause, excepting City's willful misconduct or sole negligence, City shall not be liable therefor and Permittee shall have no claim or right against City for the costs of repair or replacement. This clause is intended as a complete release of liability in favor of City, including without limitation all claims whether known or unknown, liquidated or unliquidated, contingent or absolute. Permittee has knowledge of and understands the terms and effect of California Civil Code Section 1542, and voluntarily waives the benefits of the terms of that statute. California Civil Code Section 1542, states in full:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

Initials: CITY: *RS*

PERMITTEE: *WJD*

I. Indemnification and Defense of City. Permittee shall indemnify, defend and hold harmless City and its officers, employees and agents, from and against any and all claims, losses, liabilities, or damages, including payment of attorneys' fees, whether for personal injury or property damage, rising out of or in any way directly or indirectly related to or resulting from the installation, maintenance or operation of Permittee's structures and equipment on the Premises, or any action or activity of Permittee or its officers, employees, or agents relating to the performance of the terms of this Agreement or the Revocable Permit, irrespective of whether caused in part by City, its officers, agents or employees, except where City's actions constitute willful misconduct or City's sole negligence.

9. TAXES Permittee shall pay all personal property and other taxes assessed upon its structures and equipment, and any possessory interest or other property tax imposed on Permittee or City by virtue of or relating to the installation, maintenance or operation of Permittee's structures and equipment on the Premises. In the event that the Sacramento County Assessor requires preparation and filing of any form of tax exemption application due to the existence on the premises of Permittee's structures or equipment, Permittee shall pay the entire cost of preparation and processing of such applications, including reasonable attorneys' fees associated therewith. Pursuant to Section 107.6 of the California Revenue and Taxation Code, City hereby informs

Permittee that there may be a possessory interest tax levied by virtue of this Agreement.

10. EFFECTIVE DATE

The effective and operative date of this Agreement shall be upon approval of City Council (the "Effective Date"). However, this Agreement shall be of no force or effect and shall be deemed terminated without liability to City if Permittee fails to provide valid proof of insurance acceptable to City's Risk Manager within the time period specified in subparagraph 8(f) herein. This Agreement further shall be of no force or effect and shall be deemed terminated without liability to City if Permittee fails to obtain and maintain any entitlement, permit or approval required for the installation, operation, or maintenance of its structures or equipment after Permittee's receipt of written notice followed by a reasonable amount time to acquire same, or if Permittee fails to obtain final City approval of the installation, within one hundred eighty (180) days of the Effective Date.

11. ASSIGNMENT AND SUBLETTING

Permittee shall not have the right to assign or sublet its Revocable Permit, or any of its rights under this Agreement, in whole or in part, without the prior written consent of City, which consent may be withheld for any reason or granted subject to such conditions as may be specified by City; provided, however, that Permittee may assign or sublet without City's prior written consent to its general partner or to any party controlling, controlled by or under common control with Permittee or to any party which acquires substantially all of the assets of Permittee in Sacramento County. Any other attempt to so assign or sublet without the prior reasonable consent of City when such consent is required under this Paragraph 11 shall be void, and cause for immediate termination of the Agreement and revocation of the Revocable Permit issued pursuant to this Agreement. The prohibition on assignment and subletting pursuant to this Agreement specifically includes, without limitation, the subleasing, licensing, or granting of other rights to use all or any portion of the facilities (including towers) constructed or used by Permittee on the Premises. Any revenue obtained by Permittee from any such assignment or subletting authorized hereunder shall be the property of the City.

12. NOTICES

Any notice that either party may or is required to give the other shall be in writing, and shall be either personally delivered or sent by regular U.S. Mail, certified and postage prepaid. All notices must be in writing and are effective upon receipt or refusal to accept receipt, to the addresses set forth below:

A. To City:

City of Sacramento
Department of General Services
Facilities and Real Property Management Division
c/o Facilities Manager
5730 24th Street, Building 4

Sacramento, CA 95822

B. To Permittee:

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site #: CN1264A; Cell Site Name: Gloria Drive (CA)
Fixed Asset No: 10102011
12555 Cingular Way, Suite 1300
Alpharetta, GA 30004

13. NO AGENCY RELATIONSHIP

Nothing in this Agreement or the application thereof shall be construed to create any relationship between the parties other than that of a permitting agency and a permittee as to the premises. Permittee is not an agent of City in performing the terms of this Agreement or in operating under this Agreement.

14. SEVERABILITY

Should any part, term, portion or provision of this Agreement or the application thereof to any person or circumstance be held to be illegal or in conflict with any law of the State of California, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms, portions or circumstances, shall be deemed severable and shall not be affected thereby, provided that said remaining portions or provisions can be construed in substance to constitute the full Agreement that the parties intended to enter into in the first instance.

15. AMENDMENTS

No alteration, modification, or variation of the terms of this Agreement shall be valid unless made in writing and executed by both parties.

16. WAIVER

Waiver by either party of any default, breach, or condition precedent shall not be construed as a waiver of any other default, breach, or condition precedent or any other right hereunder.

17. INTERPRETATION

The headings herein are for convenience only and shall not affect construction or interpretation of the Agreement. Construction and interpretation of this Agreement and the Revocable Permit issued pursuant to this Agreement shall be governed by California law. Venue for any action concerning this Agreement or the Revocable Permit issued pursuant to this Agreement shall be Sacramento County, California. This Agreement and the Revocable Permit issued pursuant to this Agreement shall at all times be subject to the provisions of Sacramento City Code Chapter 12.04, as such chapter may be amended from time to time.

18. UTILITIES

A. Acceptance of Utilities. Permittee agrees to inspect the Premises prior to the issuance of the Revocable Permit to verify the adequacy and availability of utilities to the Premises. By accepting the Revocable Permit, Permittee agrees and acknowledges that it is satisfied with utility service to the Premises, and that such utilities are adequate for the operations of Permittee on the Premises. Permittee shall pay for all utilities used by it at the Premises. City agrees to cooperate with Permittee in Permittee's efforts to obtain utilities from any location provided by City or the servicing utility. The cost of improving or constructing any utility service to the Premises for Permittee's use shall be the sole and exclusive expense of Permittee.

B. Relocation. Where utility relocation is required either because of the Permittee's construction or installation of its facilities, or by virtue of a subsequent City issued permit(s), the entire utility relocation cost shall be payable by the permittee whose telecommunication facilities required the relocation.

19. HAZARDOUS MATERIALS

City represents that it has no knowledge of any substance, chemical or waste (collectively, "Substance") on the Premises identified as hazardous, toxic or dangerous in any applicable federal, state, or local law or regulation. Permittee shall not introduce or use any such Substance on the Premises in violation of any applicable law. Permittee shall be responsible for the complete cost of removal and/or remediation of any such Substance introduced by Permittee as may be required by any applicable federal, state, or local law or regulation.

20. ATTORNEYS' FEES

The prevailing party in any action or proceeding in court or mutually agreed upon arbitration proceeding to enforce the terms of this Agreement is entitled to receive its reasonable attorneys' fees and other reasonable enforcement costs and expenses from the non-prevailing party.

21. ENTIRE AGREEMENT

This Agreement, and the Revocable Permit issued pursuant to this Agreement, and the attachments hereto, constitute the entire Agreement between the parties concerning the subject matter thereof.

22. BINDING ON SUCCESSORS

The provisions of this Agreement shall inure to the benefit of and be binding upon the respective successors, heirs, and assigns of the parties hereto.

23. RELOCATION ASSISTANCE

Permittee acknowledges it is not entitled to any relocation assistance payments at the conclusion of this Agreement, or the conclusion of the Revocable

Permit issued pursuant to this Agreement, under State or federal law (California Government Code Section 7260 et seq. and 42 USC 4601 et seq., respectively) and Permittee further agrees that it will not file or pursue any such claim.

24. PUBLIC RECORDS

Permittee acknowledges that this Agreement and the Revocable Permit, and all exhibits or attachments hereto, are public records and thus may be disclosed to members of the public pursuant to the Public Records Act (California Government Code Section 6250 et seq.), as such act may be amended from time to time.

25. AUTHORITY

By executing this Agreement, Permittee and City warrant and represent that it has the right, power and has the legal authority to enter into this Agreement. Within thirty (30) days of the Effective Date, Permittee shall provide to City a certificate executed by the Permittee's corporate secretary, or equivalent authorized person, stating that Permittee is an entity in good standing in its state of origin licensed to do business in California and that Permittee has obtained all necessary local, state, and federal licenses as may be necessary to operate the facilities and business operations contemplated by this Agreement. The person signing this Agreement for Permittee or City hereby represents and warrants that he or she is authorized to sign this Agreement on behalf of that party.

PERMITTEE:

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

By: AT&T Mobility Corporation
Its: Manager

By: [Signature]
Print Name: Michael Guibord
Title: Area Manager
Construction & Engineering
Dated: 10/27/10

RECOMMENDED FOR APPROVAL

By: [Signature]
Program Manager

CITY:

CITY OF SACRAMENTO,
a municipal corporation

By: [Signature]
Patti Bisharat, Assistant City Manager
For: Gustavo F. Vina, City Manager, November 15, 2010

Dated: _____

APPROVED AS TO FORM:

By: [Signature]
City Attorney

ATTEST:

By: _____
City Clerk

Exhibit "A"

Site Description

Title No. 09-5007401-B
Locate No. CAFNT0934-0934-0010-0005007401

LEGAL DESCRIPTION

EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SACRAMENTO, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

A portion of Swamp Land Survey No. 158, as shown on that certain Record of Survey, Property of Mary Anna Richardson, recorded in the office of the Recorder of Sacramento County, California, in Book 13 of Surveys at page 16, described as follows:

Beginning at the Northeast corner of Lot 72, South Land Park Ellis Unit No. 37, as recorded in the office of the Recorder of Sacramento County, in Book 68 of Maps, at Page 20, thence from said point of beginning along the Southeasterly right of way line of a county road known as Gloria Drive, said Southeasterly right of way line being the Southerly boundary of South Land Park Hills Unit No. 45 as recorded in the office of the Sacramento County Recorder in Book 75 at page 6, the following (2) two courses and distances: (1) around a 630 foot radius curve to the left the chord of which bears North 19° 13' 23" East 620.23 feet and (2) North 10° 15' 55" West 210.00 feet; thence North 79° 44' 05" East 109.59 feet; thence South 10° 19' 55" East 375.00 feet thence South 08° 00' West 354.16 feet; thence South 26° 05' 39" East 393.46 feet; thence South 55° 30' West 280.00 feet to a point on the Easterly boundary of said South Land Park Hills Unit No. 37; thence along said Easterly boundary North 29° 11' 00" West 480.87 feet to the point of beginning.

APN: 029-0440-009

Exhibit "B"
Construction Drawings

SITE PLAN KENNOTS

1. NO AIR AIRWAYS (2 PER SECTION) TO BE MAINTAINED FOR THE ENTIRE LIFE OF THE PROJECT. THE AIRWAYS SHALL BE MAINTAINED FOR THE ENTIRE LIFE OF THE PROJECT.
2. NO AIR AIRWAYS (2 PER SECTION) TO BE MAINTAINED FOR THE ENTIRE LIFE OF THE PROJECT. THE AIRWAYS SHALL BE MAINTAINED FOR THE ENTIRE LIFE OF THE PROJECT.
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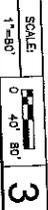
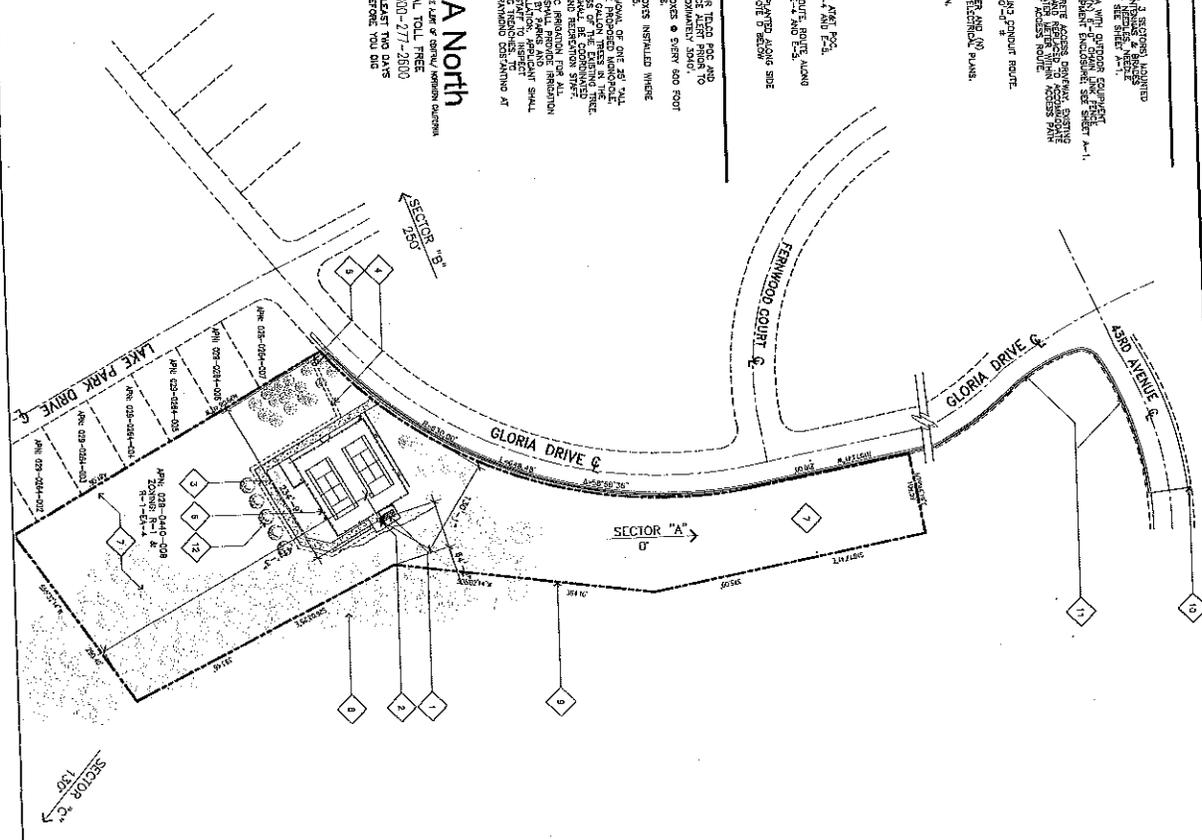
SITE PLAN GENERAL NOTES

- A. REFER TO SHEETS E-4 AND E-5 FOR TIE-IN AND CONNECTIONS TO EXISTING UTILITY SERVICES. ALL SERVICES SHALL BE MAINTAINED FOR THE ENTIRE LIFE OF THE PROJECT.
- B. REFER TO SHEETS E-4 AND E-5 FOR TIE-IN AND CONNECTIONS TO EXISTING UTILITY SERVICES. ALL SERVICES SHALL BE MAINTAINED FOR THE ENTIRE LIFE OF THE PROJECT.
- C. REFER TO SHEETS E-4 AND E-5 FOR TIE-IN AND CONNECTIONS TO EXISTING UTILITY SERVICES. ALL SERVICES SHALL BE MAINTAINED FOR THE ENTIRE LIFE OF THE PROJECT.
- D. REFER TO SHEETS E-4 AND E-5 FOR TIE-IN AND CONNECTIONS TO EXISTING UTILITY SERVICES. ALL SERVICES SHALL BE MAINTAINED FOR THE ENTIRE LIFE OF THE PROJECT.
- E. REFER TO SHEETS E-4 AND E-5 FOR TIE-IN AND CONNECTIONS TO EXISTING UTILITY SERVICES. ALL SERVICES SHALL BE MAINTAINED FOR THE ENTIRE LIFE OF THE PROJECT.



USA North
 DIAL CALL FREE
 1-800-477-2600
 AT LEAST TWO DIAL CALLS PER YEAR

SITE PLAN



ANTENNA COAXIAL CABLE SCHEDULE 2

ANTENNA IDENTIFICATION	ANTENNA TYPE	ANTENNA HEIGHT	ANTENNA WEIGHT	ANTENNA DIRECTION	ANTENNA LOCATION
1	Vertical	100'	100 lbs	N	Section A, 100'
2	Vertical	100'	100 lbs	N	Section A, 100'
3	Vertical	100'	100 lbs	N	Section A, 100'
4	Vertical	100'	100 lbs	N	Section A, 100'
5	Vertical	100'	100 lbs	N	Section A, 100'
6	Vertical	100'	100 lbs	N	Section A, 100'
7	Vertical	100'	100 lbs	N	Section A, 100'
8	Vertical	100'	100 lbs	N	Section A, 100'
9	Vertical	100'	100 lbs	N	Section A, 100'
10	Vertical	100'	100 lbs	N	Section A, 100'
11	Vertical	100'	100 lbs	N	Section A, 100'
12	Vertical	100'	100 lbs	N	Section A, 100'
13	Vertical	100'	100 lbs	N	Section A, 100'
14	Vertical	100'	100 lbs	N	Section A, 100'

1. CONTRACTOR TO PROVIDE ALL LABOR TO INSTALL 30 FEET OF COAX. 15 UNITS AND 9 FEET OF COAX. CONTRACTOR TO PROVIDE ALL LABOR TO INSTALL 30 FEET OF COAX. 15 UNITS AND 9 FEET OF COAX.
2. CONTRACTOR TO PROVIDE ALL LABOR TO INSTALL 30 FEET OF COAX. 15 UNITS AND 9 FEET OF COAX.
3. CONTRACTOR TO PROVIDE ALL LABOR TO INSTALL 30 FEET OF COAX. 15 UNITS AND 9 FEET OF COAX.

SECTION	UNIT	TYPE	COLOR	LENGTH	DIAMETER
SECTION A	1	Vertical	Blue	100'	1/2"
	2	Vertical	Blue	100'	1/2"
	3	Vertical	Blue	100'	1/2"
	4	Vertical	Blue	100'	1/2"
	5	Vertical	Blue	100'	1/2"
SECTION B	6	Vertical	Blue	100'	1/2"
	7	Vertical	Blue	100'	1/2"
	8	Vertical	Blue	100'	1/2"
	9	Vertical	Blue	100'	1/2"
	10	Vertical	Blue	100'	1/2"
SECTION C	11	Vertical	Blue	100'	1/2"
	12	Vertical	Blue	100'	1/2"
	13	Vertical	Blue	100'	1/2"
	14	Vertical	Blue	100'	1/2"
	15	Vertical	Blue	100'	1/2"

GENERAL ANTENNA & CABLE NOTES

1. CONTRACTOR TO PROVIDE ALL LABOR TO INSTALL 30 FEET OF COAX. 15 UNITS AND 9 FEET OF COAX.
2. CONTRACTOR TO PROVIDE ALL LABOR TO INSTALL 30 FEET OF COAX. 15 UNITS AND 9 FEET OF COAX.
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15. CONTRACTOR TO PROVIDE ALL LABOR TO INSTALL 30 FEET OF COAX. 15 UNITS AND 9 FEET OF COAX.



JIRA
 Jeffrey Bann & Associates, Inc.
 4300 Regency Drive
 Pasadena, California 91108
 Phone: (818) 795-2800
 Fax: (818) 795-2811

PROPRIETARY INFORMATION
 THE INFORMATION CONTAINED IN THIS DRAWING IS THE PROPERTY OF JIRA. ANY REUSE OR DISSEMINATION OF THIS INFORMATION WITHOUT THE WRITTEN PERMISSION OF JIRA IS STRICTLY PROHIBITED.

PREPARED FOR: **at&t**

PROJECT NAME: **GLORIA DRIVE**

PROJECT NUMBER: **CH284-A**

DATE: **04/13/10**

DATE: **05/17/10**

DATE: **06/23/10**

DATE: **08/24/10**

DATE: **09/24/10**

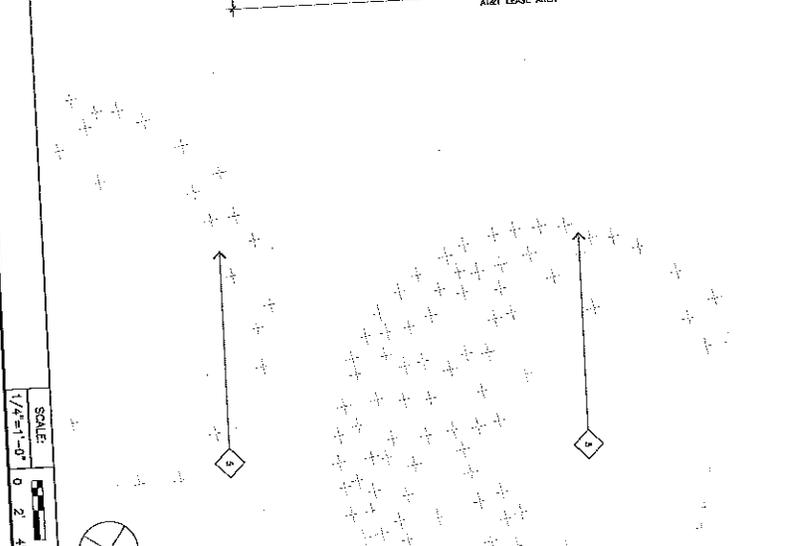
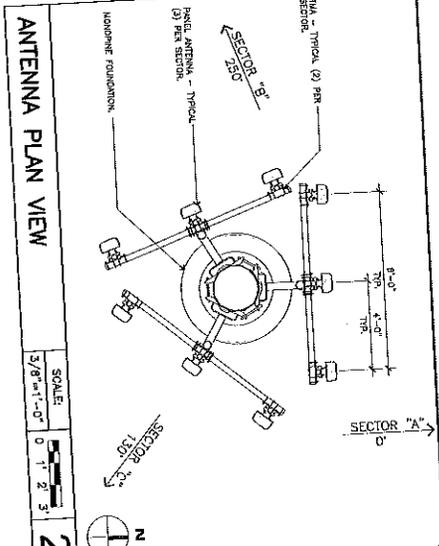
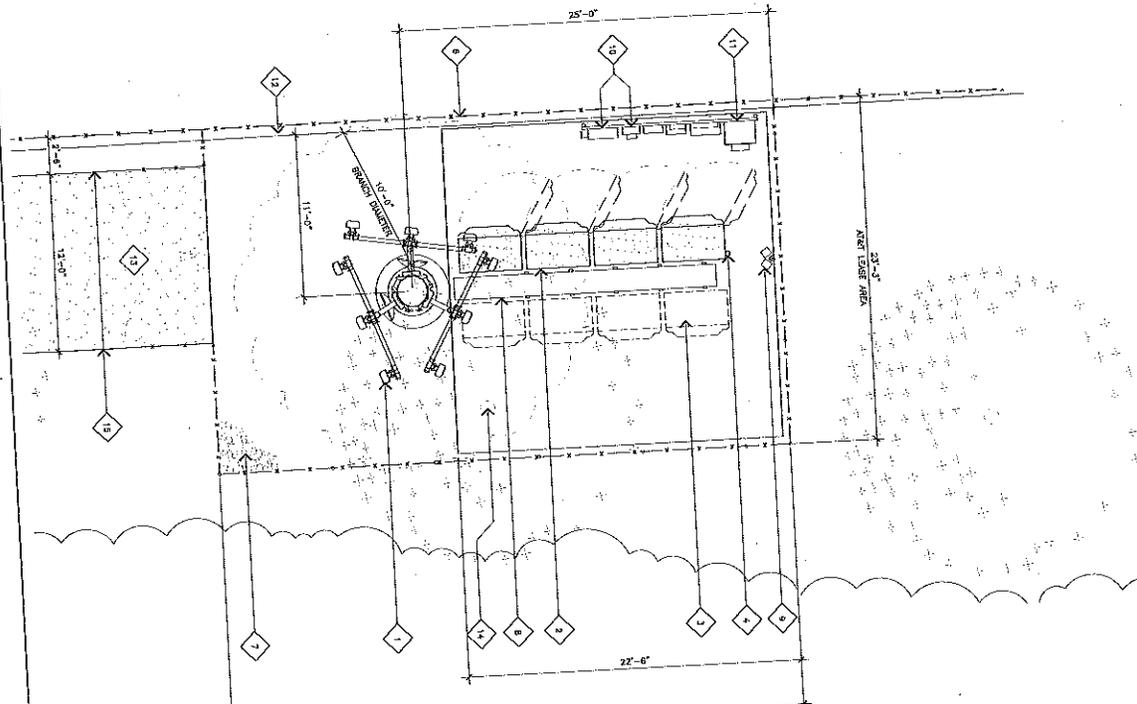
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ENLARGED SITE PLAN KEYNOTES

- 1 (N) ANTENNA PER SECTION 2 SERVICES MOUNTED ON 12'-0" TOWER. SEE DETAIL 1/4-1 FOR ANTENNA DETAIL. SEE SHEET M-1 FOR ANTENNA OVER APPROACH. SEE SHEET M-1 FOR ANTENNA OVER APPROACH. SEE SHEET M-1 FOR ANTENNA OVER APPROACH.
- 2 (N) ANTENNA PER SECTION 2 SERVICES MOUNTED ON 12'-0" TOWER. SEE DETAIL 1/4-1 FOR ANTENNA DETAIL. SEE SHEET M-1 FOR ANTENNA OVER APPROACH. SEE SHEET M-1 FOR ANTENNA OVER APPROACH.
- 3 (N) ANTENNA PER SECTION 2 SERVICES MOUNTED ON 12'-0" TOWER. SEE DETAIL 1/4-1 FOR ANTENNA DETAIL. SEE SHEET M-1 FOR ANTENNA OVER APPROACH. SEE SHEET M-1 FOR ANTENNA OVER APPROACH.
- 4 (N) ANTENNA PER SECTION 2 SERVICES MOUNTED ON 12'-0" TOWER. SEE DETAIL 1/4-1 FOR ANTENNA DETAIL. SEE SHEET M-1 FOR ANTENNA OVER APPROACH. SEE SHEET M-1 FOR ANTENNA OVER APPROACH.
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- 8 (N) ANTENNA PER SECTION 2 SERVICES MOUNTED ON 12'-0" TOWER. SEE DETAIL 1/4-1 FOR ANTENNA DETAIL. SEE SHEET M-1 FOR ANTENNA OVER APPROACH. SEE SHEET M-1 FOR ANTENNA OVER APPROACH.
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- 12 (N) ANTENNA PER SECTION 2 SERVICES MOUNTED ON 12'-0" TOWER. SEE DETAIL 1/4-1 FOR ANTENNA DETAIL. SEE SHEET M-1 FOR ANTENNA OVER APPROACH. SEE SHEET M-1 FOR ANTENNA OVER APPROACH.
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- 14 (N) ANTENNA PER SECTION 2 SERVICES MOUNTED ON 12'-0" TOWER. SEE DETAIL 1/4-1 FOR ANTENNA DETAIL. SEE SHEET M-1 FOR ANTENNA OVER APPROACH. SEE SHEET M-1 FOR ANTENNA OVER APPROACH.

SITE PLAN GENERAL NOTES

- A. POINT OF CONNECTION
- B. IN ORDER TO MAINTAIN THE INTEGRITY OF ONE SET, THE OTHER SET SHALL BE MAINTAINED. THE OTHER SET SHALL BE MAINTAINED. THE OTHER SET SHALL BE MAINTAINED.
- C. APPROXIMATE SHOWN. APPROXIMATE SHOWN. APPROXIMATE SHOWN.



JIRA
Jeffrey Form & Associates Inc.
Architect & Administrator
1300 J Street, Gardena, CA 90247
Phone: (310) 758-5383
Fax: (310) 758-5383

PROPRIETARY INFORMATION
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PREPARED FOR
at&t

4400 Redwood Drive
Pasadena, California 91109

APPROVALS

RF ENGINEER	DATE
SITE ADM. & ZONING	DATE
ERMISSION ON	DATE
AIR CAL	DATE
OWNER APPROVAL	DATE

PROJECT NAME
GLORIA DRIVE

PROJECT NUMBER
CN1264-A

DRAWN BY
DAN COLAN (P.E.)

CHECKED BY
SCOTT BROWN (P.E.)

DATE
04/13/10

SCALE
1/4"=1'-0"

SHEET TITLE
ENLARGED SITE PLAN

A-1

DRIVING DIRECTIONS

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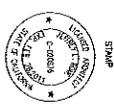
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07/27/42

JIRA
 Jeffrey Rynn & Associates, Inc.
 Architects & Telecommunications
 2 San Joaquin Hills, Suite 100
 San Juan Capistrano, CA 92675
 Phone: (949) 750-3333
 Fax: (949) 750-3331

PROPRIETARY INFORMATION
 THE INFORMATION CONTAINED IN THIS DRAWING IS THE PROPERTY OF JIRA. ANY USE OF THIS INFORMATION FOR ANY OTHER PROJECT WITHOUT THE WRITTEN PERMISSION OF JIRA IS STRICTLY PROHIBITED.



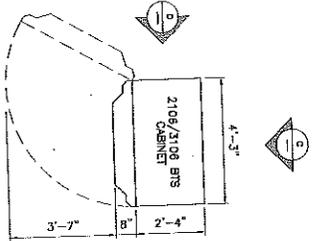
PREPARED FOR
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 4430 Spectrum Drive
 Pleasanton, California 94588

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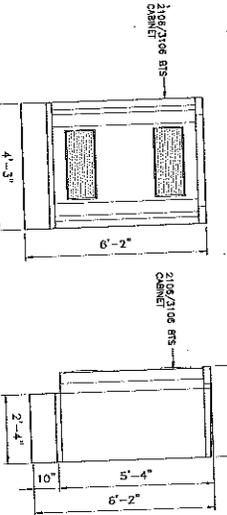
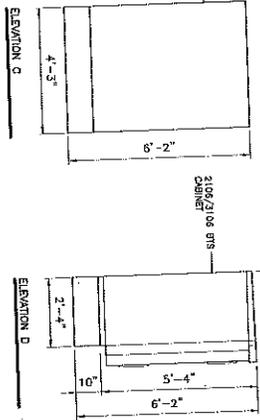
PROJECT NAME: GLORIA DRIVE
PROJECT NUMBER: CN1284-A
DATE: 02/17/10
DESIGNED BY: JIRA
CHECKED BY: JIRA
DATE: 02/22/10
SCALE: NTS

DETAILS
 SHEET TITLE
A-6

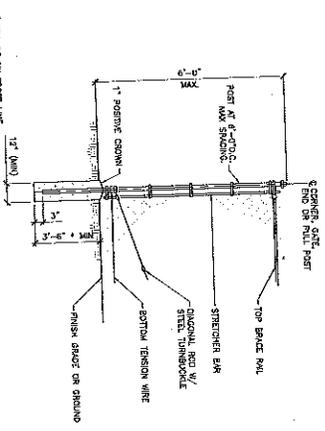
PROJECT NUMBER: 090052



2106/2108 & 3108 SPECIFICATIONS
 WEIGHT: 1,210 LBS. (2106), 1,210 LBS. (3108)
 A/C REQUIRED: (1) 2P-30 AMP BREAKER
 P/WK LOAD: 4500 VA @ 210 VAC

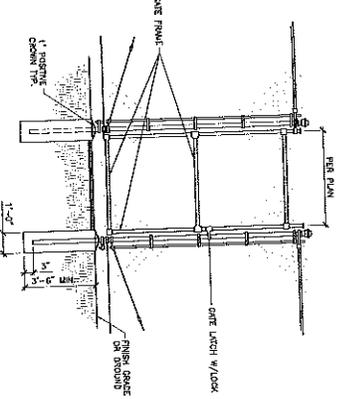


ANCHOR BTS TO (N) CONCRETE SLAB PER DETAIL 2 THIS SHEET



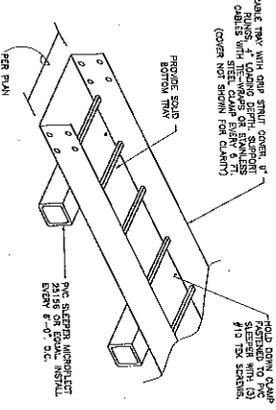
CHAIN LINK FENCE DETAIL

SCALE: NTS



CHAIN LINK GATE DETAIL

SCALE: NTS



CABLE TRAY

SCALE: NTS

BTS BASE ATTACHMENT

SCALE: NTS

CABINET DETAIL

SCALE: NTS

NOTE:
 1. DO NOT SET STRUCTURE PERPENDICULAR TO DIRECTION OF STRENGTH.
 2. CABLE TRAY SHALL BE MADE OF SHARP CORNERS.
 3. CABLE TRAY SHALL BE MADE OF SHARP CORNERS.
 4. CABLE TRAY SHALL BE MADE OF SHARP CORNERS.
 5. CABLE TRAY SHALL BE MADE OF SHARP CORNERS.
 6. CABLE TRAY SHALL BE MADE OF SHARP CORNERS.
 7. CABLE TRAY SHALL BE MADE OF SHARP CORNERS.
 8. CABLE TRAY SHALL BE MADE OF SHARP CORNERS.
 9. CABLE TRAY SHALL BE MADE OF SHARP CORNERS.
 10. CABLE TRAY SHALL BE MADE OF SHARP CORNERS.

					<p>EXPOSURE SIGN - WARNING</p>	<p>EXPOSURE SIGN - CAUTION</p>	<p>EXPOSURE SIGN - NOTICE</p>	<p>ENGLISH / SPANISH SIGN 1.0</p>	<p>ANTENNAS BEHIND PANEL SIGN 1.1</p>	<p>RF SIGNAGE GENERAL NOTES:</p> <ol style="list-style-type: none"> CONTRACTOR TO USE SIGNS FOR "WARNING" IN EACH AREA TO BE COVERED. CONTACT HARRIS PROJECT # 100-554-1401. SIGNAGE TO BE INSTALLED AS INDICATED ON PLAN AND VIEW. ALL SIGN SPECIFICATIONS SHOWN ON SECTION 5.0 - SIGNAGE AND SIGNAGE CONTRACT. CALL OR E-MAIL FOR COPY OF SPECIFICATION. THE SIGNAGE MUST BE OF THE FOLLOWING: SIGNS MUST BE POSTED AT A CONSTRUCTION AREA. BE READY TO BE INSTALLED AS REQUIRED. CONTRACTOR TO APPLY ALL CONTRACT INFORMATION TO SIGNAGE AS REQUIRED. PER THE LOCATION OF THE AREA. CONTRACTOR TO APPLY ALL CONTRACT INFORMATION TO SIGNAGE AS REQUIRED. PER THE LOCATION OF THE AREA. CONTRACTOR TO MOUNT SIGN 1.6 ON THE SIDE OF ALL ANTENNAS. SIGNAGE LOCATION IS MORE DETAILED. CONTRACTOR TO MOUNT SIGN 1.6 ON THE SIDE OF ALL ANTENNAS. SIGNAGE LOCATION IS MORE DETAILED. BACKGROUND USE NON-REFLECTIVE PRESSURE SENSITIVE WHITE LABEL WITH APPLICABLE SIGNAGE. APPLY TO PROTECTIVE COATING. OVER THE FACE OF THE LABEL. OVER THE FACE OF THE LABEL. 	<p>STAY BACK SIGN 1.6</p>	<p>MAINTENANCE SIGN 1.4</p>	<p>ANTENNAS ON STRUCTURE SIGN 1.3</p>	<p>ANTENNAS ON BUILDING FACE SIGN 1.2</p>
--	--	--	--	--	---------------------------------------	---------------------------------------	--------------------------------------	--	--	---	----------------------------------	------------------------------------	--	--

PROBATIONARY INFORMATION

THE INFORMATION CONTAINED IN THIS SET OF CONSTRUCTION DOCUMENTS IS FOR INFORMATION ONLY. IT IS NOT TO BE USED FOR ANY OTHER PURPOSES WITHOUT THE WRITTEN CONSENT OF THE DESIGNER. THE DESIGNER'S LIABILITY IS LIMITED TO THE PROFESSIONAL SERVICES PROVIDED BY HIMSELF OR HIS FIRM.

DATE: 05/22/19
 PROJECT: 1005-005 (PS-40)
 SHEET: 1005-005 (PS-40)
 SHEET TITLE: RF SIGNAGE

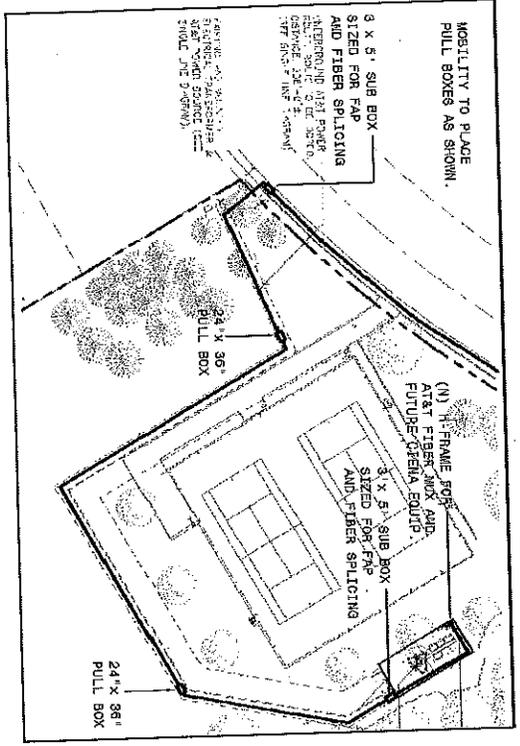
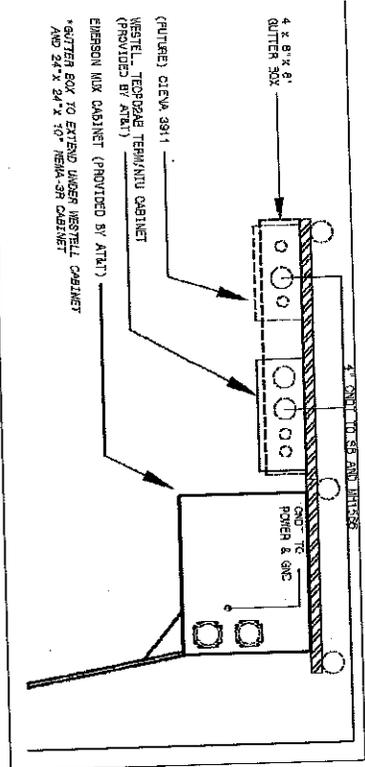
APPROVALS

DATE	DATE

PROJECT NAME: GLORIA DRIVE
 PROJECT NUMBER: CN1264-A
 4325 CALINA DRIVE
 SHERMANTON, CALIFORNIA 92581
 SHERMANTON COUNTY

DATE: 04/13/19
 90% GDS (PS-31)
 05/17/19 100% CD (PS-40)
 05/22/19 100% CD (PS-40)
 06/22/19 100% CD (PS-40)

DATE: 05/22/19
 PROJECT: 1005-005 (PS-40)
 SHEET: 1005-005 (PS-40)
 SHEET TITLE: RF SIGNAGE



- MOBILITY TO PLACE:**
- 1. H-FRAME (FOR TELCO) RATED FOR MINIMUM 1000 LB.
 - 1. EMERSON MUX CABINET (PROVIDED BY AT&T)
 - 1. WESTELL TERMP22AB TERMINU CABINET (PROVIDED BY AT&T)
 - 1. 4' x 8' x 8' GUTTER BOX FOR CABLE DISTRIBUTION
 - 2. 4" CNDTS INTO GUTTER BOX FROM NEAREST 3' x 5' 82
 - 2" CNDTS INTERCONNECTING MUX, WESTELL, NEHA BOX
- *GUTTER BOX TO EXTEND UNDER WESTELL CABINET AND 24' x 24' x 10" NEHA-3R CABINET

ISSUE	DATE
1	8/7/10



TBR:
 ACR:
 LCR:
 SUPER SER. 3184-6580
 CONST A/C: UAK
 ENCL: GARDEN
 ENGR. K. GIBBS, TEL. 452-2014
 ENGR. A/C: VAKHOV290
 TYPE OF CONST. CELL SITE
 RD/ST NO. PENDING
 DWG. 2 OF 2 P. 504

JIRA
 Jeffrey Sam & Associates, Inc.
 Architecture & Interiors
 1400 S. Main Street, Suite 200
 San Jose, CA 95128
 Phone: (408) 298-3333
 Fax: (408) 298-3333

PROPRIETARY INFORMATION
 THE INFORMATION CONTAINED IN THIS SHEET IS THE PROPERTY OF JIRA AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF JIRA.

E D S Inc.
 Electrical design services
 2845 La Sierra Blvd. # 0
 San Jose, CA 95128
 Phone: (408) 351-1899
 Fax: (408) 351-0822
 Email: edesign@edsinc.com



440 Responder Drive
 Pleasanton, California 94568



REV	DATE	DESCRIPTION	BY
1	06/17/10	DATE	
2	08/07/10	DESIGN BY: JIRA	
3		CHECKED BY: R.C.	

PROJECT NAME: **GLORIA DRIVE**
 PROJECT NUMBER: **CN1264-A**
 4355 G. DR., GARCIA, CALIFORNIA 94531
 SACRAMENTO COUNTY

E-5

TELCO DESIGN

Exhibit "C"

Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/28/2010

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh USA Inc. 701 Market Street Suite 1100 St. Louis, MO 63101 018566-GAW-crt-10-11	CONTACT NAME: _____ PHONE (A/C, No, Ext): _____ E-MAIL ADDRESS: _____ PRODUCER CUSTOMER ID #: _____	FAX (A/C, No): _____
	INSURER(S) AFFORDING COVERAGE	
INSURED AT&T Inc. and Subsidiaries One AT&T Plaza 208 South Akard Dallas, TX 75202	INSURER A: Old Republic Insurance Co	24147
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CHI-003499154-03 **REVISION NUMBER: 2**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			MWZY58820	06/01/2010	06/01/2011	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 10,000,000
							PRODUCTS - COMP/OP AGG	\$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			MWTB20965	06/01/2010	06/01/2011	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
								\$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DEDUCTIBLE RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N	MWC11668100	06/01/2010	06/01/2011	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
			N/A				E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Re: CN1264A NSB - Reichmuth Park
 The City of Sacramento, its officials, employees and volunteers are included as Additional Insured under the General Liability and Automobile Liability policies but only with respect to the requirements of the contract between the Certificate Holder and AT&T Inc. and Subsidiaries. This insurance is primary with respect to the interest of the Additional Insured and any other insurance maintained by Additional Insured is excess and non contributory with this insurance. The above General Liability policy contains Cross Liability.

CERTIFICATE HOLDER

City of Sacramento
 Department of General Services,
 Real Property Management Division
 Attn: Bill Sinclair
 5730 24th Street, Building 4
 Sacramento, CA 95822

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
 of Marsh USA Inc.

Katey E. Jones

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ADDITIONAL INFORMATION

CHI-003499154-03

DATE (MM/DD/YY)
10/28/2010

PRODUCER

Marsh USA Inc.
701 Market Street
Suite 1100
St. Louis, MO 63101
Attn: ATT.CertRequest@marsh.com
018566-GAW-crt-10-11 X

INSURERS AFFORDING COVERAGE

NAIC #

INSURER F:

INSURER G:

INSURER H:

INSURER I:

INSURED

AT&T Inc. and Subsidiaries
One AT&T Plaza
208 South Akard
Dallas, TX 75202

TEXT

CONTINUED FROM DESCRIPTION SECTION:

General Liability policy contains Cross Liability.

CERTIFICATE HOLDER

City of Sacramento
Department of General Services,
Real Property Management Division
Attn: Bill Sinclair
5730 24th Street, Building 4
Sacramento, CA 95822

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.
Kately E. Jones

Kately E. Jones

Exhibit "D"

Year	Rent
1	\$21,000
2	\$21,840
3	\$22,714
4	\$23,622
5	\$24,567
6	\$25,550
7	\$26,572
8	\$27,635
9	\$28,740
10	\$29,890

**TOWER / STRUCTURE / EQUIPMENT
REMOVAL BOND**

Location of tower/structure/equipment:
6325 Gloria Drive, Sacramento, CA

Site ID: Gloria Drive
FA # 10102011
Bond Number: 09014067

KNOW ALL MEN BY THESE PRESENTS:

THAT **New Cingular Wireless PCS, LLC 3851 N. Freeway Blvd, Sacramento, CA 95834** as Principal, and **Fidelity and Deposit Company of Maryland**, a corporation duly organized under the laws of the State of **Maryland** as Surety, are held and firmly bound unto the **City of Sacramento, 5730 24th Street, Building 4, Sacramento, CA 95822** as Obligee, the penal sum of **Thirty Thousand and NO/100 Dollars (\$30,000.00)** for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, the liability of the surety being limited to the penal sum of this bond regardless of the number of years the bond is in effect.

WHEREAS, the Principal has entered into a written agreement with the property owner for the placement of a tower, structure or equipment furnishing telephone, television or other electronic media service, which agreement sets forth the terms and conditions which govern the use of such towers, structures or equipment and which agreement is hereby specifically referred to and made part hereof, and

WHEREAS, the **City of Sacramento** ordinance and/or the property owner, requires the submission of a bond guaranteeing the maintenance, replacement, removal or relocation of said tower,

NOW THEREFORE, the condition of this obligation is such, that if the above bounden Principal shall perform in accordance with the aforesaid ordinance and/or agreement, and indemnify the Obligee against all loss caused by Principal's breach of any ordinance or agreement relating to the maintenance, replacement, removal or relocation of a tower, structure or equipment, then this obligation shall be void, otherwise to remain in full force and effect unless cancelled as set forth below.

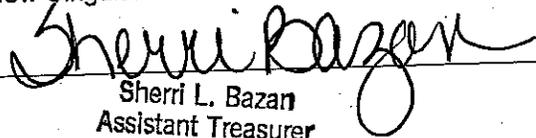
THIS BOND may be cancelled by Surety by giving thirty (30) days written notice to the Obligee by certified mail. Such cancellation shall not affect any liability the surety has incurred under this bond prior to the effective date of the termination.

PROVIDED that no action, suit or proceeding shall be maintained against the Surety on this bond unless the action is brought within twelve (12) months of the cancellation date of this bond.

SIGNED this 26th day of October, 2010.

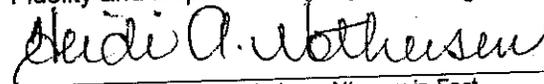
Principal: New Cingular Wireless PCS, LLC

By:

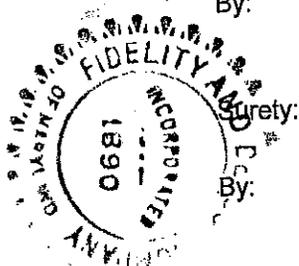

Sherri L. Bazan
Assistant Treasurer

Surety:

Fidelity and Deposit Company of Maryland



Heidi A. Notheisen, Attorney-in-Fact



ACKNOWLEDGMENT BY SURETY

STATE OF Missouri }
City of St. Louis } ss.

On this 26th day of October, 2010, before me personally
appeared Heidi A. Notheisen, known to me to be the Attorney-in-Fact of
Fidelity and Deposit Company of Maryland

_____, the corporation
that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid
County, the day and year in this certificate first above written.

My Commission Expires: June 20, 2014
(Seal)

JoAnn R. Frank
JoAnn R. Frank
Notary Public in the State of Missouri
City of St. Louis

JOANN R. FRANK
Notary Public - Notary Seal
State of Missouri
Commissioned for St. Louis City
My Commission Expires: June 20, 2014
Commission Number: 10395672

**Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by WILLIAM J. MILLS, Vice President, and GERALD F. HALEY, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint Pamela A. BEELMAN, Cynthia L. CHOREN, Heidi A. NOTHEISEN, JoAnn R. FRANK, Karen L. ROIDER, Debra C. SCHNEIDER and Sandra L. HAM, all of St. Louis, Missouri, each a true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Pamela A. BEELMAN, Cynthia L. HANAK, Heidi A. NOTHEISEN, JoAnn R. FRANK, Karen L. ROIDER, Debra C. SCHNEIDER, Sandra L. HAM, dated December 12, 2007.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 3rd day of December, A.D. 2009.

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

ATTEST:

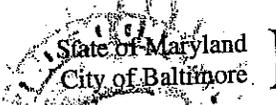


Gerald F. Haley

Gerald F. Haley Assistant Secretary

William J. Mills

By: William J. Mills Vice President



State of Maryland } ss:
City of Baltimore }

On this 3rd day of December, A.D. 2009, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came WILLIAM J. MILLS, Vice President, and GERALD F. HALEY, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the Company aforesaid, by me duly sworn, severally and each for himself deposes and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn

Constance A. Dunn Notary Public
My Commission Expires: July 14, 2011

EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,....and to affix the seal of the Company thereto."

CERTIFICATE

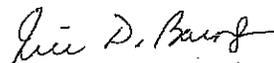
I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

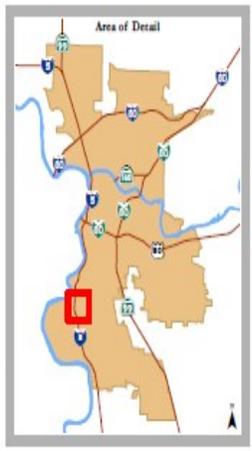
IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company,

this 26th day of October, 2010.



Assistant Secretary

Location Map



Legend

- AT&T Tower
- Park
- Parcel
- City Limits

