

Meeting Date: 11/25/2014

Report Type: Consent

Report ID: 2014-00854

Title: Agreement: Issuance of Revocable Permit with New Cingular Wireless PCS, LLC, for a Telecommunications Tower at Witter Ranch Park

Location: 3795 Sainsbury Drive, District 1

Recommendation: Pass a Resolution authorizing the City Manager or the City Manager's designee to execute a ten-year Agreement for Issuance of Revocable Permit with one ten-year renewal option with New Cingular Wireless PCS, LLC, and any other documents necessary to implement the agreement, for the installation and maintenance of a telecommunications tower and associated equipment at Witter Ranch Park.

Contact: Ken Hancock, Real Property Agent II, (916) 808-5752; Bill Sinclair, Facilities and Real Property Superintendent, (916) 808-1905, Department of General Services

Presenter: None

Department: General Services

Division: Real Estate/Asset Management

Dept ID: 13001551

Attachments:

1-Description/Analysis

2-Resolution

3-Agreement

City Attorney Review

Approved as to Form

Lan Wang

11/19/2014 11:40:33 AM

Approvals/Acknowledgements

Department Director or Designee: Reina Schwartz - 11/6/2014 4:15:20 PM

Description/Analysis

Issue Detail: New Cingular Wireless PCS, LLC, (AT&T) is interested in improving its cellular phone network and approached City staff with its request to locate wireless telecommunication facilities on the Witter Ranch Park site. A ten-year agreement with a ten-year renewal option for issuance of a revocable permit has been negotiated with AT&T. The installation and location at Witter Ranch Park will improve cellular coverage and data capacity in the area.

Policy Considerations: The recommendations included in this report are consistent with City Code Chapter 3.76.

Economic Impacts: None

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 in accordance with Section 15303, New Construction or Conversion of Small Structures. The project consists of the construction and location of a new stealth telecommunications structure. The construction and location of this project will not result in any significant impacts.

Sustainability: Not applicable

Commission/Committee Action: The recommended project to install a wireless telecommunications facility at Witter Ranch Park was approved by the Parks and Recreation Commission on May 2, 2013 and the Planning and Design Commission on June 27, 2013.

Rationale for Recommendation: In April 2011, representatives from Council District 1, the Parks and Recreation Department, the Witter Ranch Community Association (WRCA) and AT&T met at Witter Ranch Park to conduct an initial assessment of the feasibility for the construction, operation and maintenance of a wireless telecommunications facility (WTF) within the boundary of the park. The City's growing population in conjunction with the rapid technological advances of the telecommunications industry has strained existing cellular and data services throughout the City. In areas where there are few nearby telecommunications towers, cellular coverage and data capacity is considerably slower. AT&T's request to construct a wireless telecommunications facility at Witter Ranch Park will address the significant need for additional cellular coverage and data capacity in this particular area. The proposed telecommunication facility consists of twelve antennas that will be mounted on a 70' tall stealth tower in the guise of a water tower.

Financial Considerations: Revenue from the recommended agreement will be budgeted in the General Fund (Fund 1001) in the Citywide and Community Services operating unit in accordance with Resolution No. 2012-022 adopted by City Council on January 31, 2012. The agreement includes an initial term of ten years with one ten-year renewal option, and annual permit fee increases of 3.5 percent. Permit fees will begin at \$21,000 in the first year and increase to \$28,621 by the tenth year for a total of \$246,360 at the end of the tenth year. If the renewal option is exercised the base permit fee will be adjusted to reflect the then current inflation rate, after which the base rent will increase 3.5 percent each year for the remainder of the option period.

Local Business Enterprise (LBE): No goods or services are being purchased as a result of this report.

RESOLUTION NO. 2014-

Adopted by the Sacramento City Council

November 25, 2014

AUTHORIZING AN AGREEMENT FOR ISSUANCE OF REVOCABLE PERMIT WITH NEW CINGULAR WIRELESS PCS, LLC, FOR A TELECOMMUNICATIONS TOWER AT WITTER RANCH PARK

BACKGROUND

- A. New Cingular Wireless PCS, LLC, (AT&T) is interested in improving its cellular phone network and approached City staff with its request to locate wireless telecommunication facilities on the Witter Ranch Park site. A ten-year agreement with a ten-year renewal option for Issuance of a Revocable Permit has been negotiated with AT&T. The installation and location at Witter Ranch Park will improve cellular coverage and data capacity in the area.
- B. In accordance with City Code Chapter 3.76, the City Council may by resolution grant permits revocable at its will for minor or temporary purposes or privileges on public property subject to such terms and conditions as it deems necessary for the public interest.
- B. Revenue from the recommended agreement will be budgeted in the General Fund (Fund 1001) in the Citywide and Community Services operating unit in accordance with Resolution No. 2012-022 adopted by City Council on January 31, 2012. The agreement includes an initial term of ten years with one ten-year renewal option, and annual permit fee increases of 3.5 percent. Permit fees will begin at \$21,000 in the first year and increase to \$28,621 by the tenth year for a total of \$246,360 at the end of the tenth year. If the renewal option is exercised the base permit fee will be adjusted to reflect the then current inflation rate, after which the base rent will increase 3.5 percent each year for the remainder of the option period.

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 Revocable Permit with one ten-year renewal option with New Cingular Wireless PCS, LLC, and any other documents necessary to implement the agreement, for the installation and maintenance of a telecommunications tower and associated equipment at Witter Ranch Park.



City of Sacramento

Tax ID # if applicable:

Requires Council Approval: No YES Meeting: 11/25/14

Real Estate Other Party Signature Needed Recording Requested

General Information

Type: Real Estate	PO Type:	Attachment:	No.:
\$ Not to Exceed: \$246,360.00		Original Doc Number:	
Other Party: New Cingular Wireless PCS, LLC (AT&T)		Certified Copies of Document::	
Project Name: Agreement for Issuance of Revocable Permit to AT&T at Witter Ranch Park		Deed: <input checked="" type="checkbox"/> None <input type="checkbox"/> Included <input type="checkbox"/> Separate	
Project Number: N/A	Bid Transaction #: N/A	E/SBE-DBE-M/WBE: N/A	

Department Information

Department: General Services Division: Facilities and Real Prop Mgmt
 Project Mgr: Ken Hancock Supervisor: Bill Sinclair
 Contract Services: Pete Jensen Date: Division Mgr: Don Tucker
 PM Phone Number: 808-5752 Org Number: 13001551

Comment:

Review and Signature Routing

Department	Signature/Initial	Date
Project Mgr:	<i>KH</i>	10/30/14
Contract Services:	<i>KH</i>	10/30/14
Supervisor:	<i>WJS</i>	10/31/14
Division Manager:	<i>[Signature]</i>	10/31/14
City Attorney	Signature or Initial	Date
City Attorney:	<i>[Signature]</i>	11/5/14

Call Ken Hancock x 5752 Notify for Pick Up

Authorization	Signature	Date
Schwartz, Reina Department Director:		
City Mgr: yes <input type="checkbox"/> No <input type="checkbox"/>		

Contract Cover/Routing Form: Must Accompany ALL Contracts; however, is not part of the contract. (01-01-09)

For City Clerk Processing

Finalized:
Initial: _____
Date: _____

Imaged:
Initial: _____
Date: _____

Received:
(City Clerk Stamp Here)

AGREEMENT FOR ISSUANCE OF REVOCABLE PERMIT WITTER RANCH PARK

THIS AGREEMENT FOR ISSUANCE OF REVOCABLE PERMIT ("Agreement"), dated _____, 2014_____, 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") each of Permittee and City being a "Party" and collectively being the "Parties," with respect to the following facts:

RECITALS

WHEREAS, City owns and maintains certain real property currently used as Witter Ranch Park, a city of Sacramento operated and maintained park located at 3795 Saintsbury Drive, Sacramento, CA 95834, further identified as Assessor Parcel Number (APN) 225-0140-046, and which is more fully described in Exhibit "A" attached hereto and incorporated herein, (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 communications facility ("WCF"), with associated structures and equipment. Additionally, at all times throughout the Term (as defined in Section 2, below) of this Agreement and at no additional charge to Permittee, Permittee and its employees, agents, and subcontractors, will have twenty-four (24) hours per day, seven (7) days per week pedestrian and vehicular access ("Access") to and over the Property, from an open and improved public road to the location of the facilities on the Property specified in Exhibit "B" attached hereto and incorporated herein ("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 subsection 4(G) 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 Section 5 herein, Permittee has paid such fees to the City as are required by Section 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 Section 11 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 Subsection 3(F) of this Agreement. Permittee and City agree that the Renewal Term shall occur automatically and without the need for Permittee to provide City with written notice of its intent to exercise its right to the Renewal Term. As defined in Subsection 2(C)(1)(b) should Permittee choose not to exercise its right to the Renewal Term, Permittee shall provide written notice to City no less than thirty (30) days prior to the termination of the Initial Term. Permittee shall have no other right to extend the term beyond the Renewal Term. The Initial Term and Renewal Term are collectively referred-to as the "Term".

C. Termination & Revocation

(1) Discretionary Termination.

a. The City may not exercise discretionary termination for the first five (5) years of the Initial Term of the Agreement unless revocation is required by the City under Subsection 2(C)(3). The City may terminate the Agreement for cause during the first five (5) years of the Initial Term as defined in Subsection 2(C)(2) below. This Subsection 2(C)(1)(a) does not apply to the Renewal Term specified in Subsection 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 written notice to the representative identified in Subsection 12(A) or 12(B), which notice shall state the exact date of termination. Termination of this Agreement pursuant to this Subsection 2(C)(1)(b) shall cause the revocation of the Revocable Permit issued pursuant to this Agreement. Any portion of the Annual Fee paid in advance pursuant to Section 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 (the "Breaching Party"), 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 to cure the default; provided, however, that no default will be deemed to exist if the Breaching Party has commenced to cure such default within such thirty (30) day period and thereafter diligently prosecutes such cure to completion. Delay in curing a default will be excused if the delay is due to causes beyond the reasonable control of such Breaching Party. 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: the 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 Section 12 of this Agreement. Termination of this Agreement pursuant to this Subsection 2(C)(2) shall cause the 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 Revocable 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 below in Subsection 2(C)(4) of 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 Subsection 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 Property, 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 the removal of all structures and equipment from the Property, 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), building(s), vault(s), equipment shed(s), pad(s), and coaxial run(s), but excluding antenna(s)) installed by Permittee on the Premises, which structures shall then become the property of the City in "as is, where is" condition, and otherwise without warranty of any kind either expressly or by implication. City shall exercise its option of retaining said structures 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 Property as required by this Agreement, and restores the Premises to the condition they were in 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 (as defined below). Any return of the cash payment shall be without interest. In the event Permittee does not remove any structures or equipment from the Property as

required by this Agreement, or does not restore the Premises to the condition they were in 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 Application Processing Fee, as detailed in Section 3(A) or the One-Time Initial Fee, as detailed in Section 3(B), 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 the 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 Revocable Permit. Such relocation may occur pursuant to provisions of Subsection 6(A). All costs related to relocation shall be paid by Permittee.

3. FEES

A. Annual Fee. Commencing upon Permittee's construction of the WCF ("Annual Fee Commencement Date"), Permittee shall pay to the City an annual fee of **Twenty-One Thousand Dollars (\$21,000)** (the "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 (the "One-Time Initial Fee").

C. Processing Fees.

(1) Permittee shall pay an application fee in the amount of **FIVE THOUSAND DOLLARS (\$5,000)** (the "Application Processing Fee") to City such that City may recover staff costs associated with the processing of this Agreement, including, but not limited to, costs of the City Department of General Services and the City Attorney's Office. The amount of the Application Processing Fee was set by the City Council via Resolution No. 97-551. 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 processing of both the application and this Agreement. If the City's actual review costs exceed the \$5,000 estimated amount, 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 an amendment to the Agreement is requested by Permittee at any time after the Agreement is executed, there shall be no amendment fee. However, if such a time arises whereby the City Council sets, via resolution, a fee for the processing of an amendment in order to recover staff costs associated with the processing of the amendment ("Amendment Processing Fee"), including, but not limited to, costs of the City's Department of General Services and the City Attorney's Office, then Permittee agrees to pay

said Amendment Processing Fee as well as any excess costs upon billing by the City if the City's actual review costs exceed the adopted Amendment Processing Fee.

D. Removal Bond. Permittee has provided a bond, letter of credit, or other security instrument, of a type and in the amount of Forty-Five Thousand Dollars (\$45,000) to the City, attached as Exhibit "E", that is adequate 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 anniversary of the Annual Fee Commencement Date as referenced in Section 10 of this Agreement at Three and One Half Percent (3.5%) and as further detailed in Exhibit "D" attached hereto and incorporated herein.

F. Renewal Period.

(1) As the Renewal Term shall occur automatically, as provided in Subsection 2(B), unless otherwise terminated by either Party as provided in Subsection 2(C), the Annual Fee during the Renewal Term shall be "Fair Market Rate" as of the first day following the anniversary of Annual Fee Commencement Date first occurring during the Renewal Term.

(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 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 anniversary of Annual Fee Commencement Date first occurring during the Renewal Term.

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

G. Manner of Payment of Fees. Permittee shall pay the One-Time Initial Fee in cash in advance to the representative listed in Section 12 hereof, with payment due and payable within forty-five (45) days after the date the City issues the Revocable Permit to Permittee. Permittee shall pay the full first year Annual Fee within thirty (30) days following the occurrence of the Annual Fee Commencement Date. Payment of the full Annual Fee for subsequent years shall be due and payable on the anniversary date of the Annual Fee Commencement Date during the Initial Term and on the anniversary date of the Annual Fee Commencement Date during the Renewal Term. Permittee shall pay the Application Processing Fee upon execution by Permittee of this Agreement. 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 the City representative specified in Section 12, below.

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 WCF, 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. Notwithstanding the foregoing, City acknowledges and agrees that Permittee's use of the Premises in accordance with the entitlements issued to Permittee shall be deemed to be a use which is consonant with the City's use of the Property and 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, Permittee 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 ("FCC"). 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 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. 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 WCF. 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 operation of the WCF. Permittee shall not be required to modify Permittee's WCF to prevent interference with any new communications use of the Premises so long as Permittee operates the WCF 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 prior to the Effective Date. Following the Effective Date, Permittee shall use reasonable efforts to provide space on its facilities for public communications use by public agencies as requested by City; provided, however, that City acknowledges and agrees that it shall be conclusively deemed to be unreasonable for City to request space on the facilities for public use in the event that such space is currently used by Permittee or has been committed by Permittee for use by a third-party. Such space shall be provided at no cost if used by City. In addition, should City's need for public communications facilities change such that additional space or a different location on Permittee's facilities is necessary, Permittee acknowledges and agrees that it shall use reasonable efforts to provide such additional or different space on its facilities at no cost to 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 detailed in Exhibit "B". In the event City thereafter determines that structures or equipment need to be moved to accommodate the City's paramount 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 ultimate 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 WCF (design requirements, aesthetic requirements and specifications shall be collectively referred-to as the "Specifications"). The Plans and Specifications shall also be made a 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 or Specifications upon a second (2nd) submission, Permittee may terminate this Agreement. City will not knowingly permit or suffer any person to copy or utilize the Plans and Specifications for any purpose other than as provided in this Agreement and will return the Plans and Specifications to Permittee promptly upon request. 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 structure(s) 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 and/or death, and/or 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)** 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 Section 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 Requirements

During the entire Term of this Agreement, Permittee shall maintain the insurance coverage described in this Section 8.

It is understood and agreed by the Permittee that its liability to the City shall not in any way be limited to or affected by the amount of insurance coverage required or carried by the Permittee in connection with this Agreement.

A. Minimum Scope & Limits of Insurance Coverage

(1) Commercial General Liability Insurance, providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of one million dollars (\$1,000,000) per occurrence and in the aggregate. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy.

(2) Automobile Liability Insurance providing coverage at least as broad as ISO Form CA 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of one million dollars (\$1,000,000) per occurrence. The policy shall provide coverage for owned, non-owned and/or hired autos as appropriate to the operations of the Permittee.

No automobile liability insurance shall be required if Permittee completes the following certification:

"I certify that a motor vehicle will not be used in the performance of any work or services under this agreement." _____ (Permittee initials)

(3) Workers' Compensation Insurance with statutory limits, and Employers' Liability Insurance with limits of one million dollars (\$1,000,000). The Worker's Compensation policy shall include a waiver of subrogation for contracts involving construction or maintenance, or if required by the City by selecting the option below:

Workers' Compensation waiver of subrogation in favor of the City is required for all work performed by the Permittee.

No Workers' Compensation insurance shall be required if Permittee completes the following certification:

"I certify that my business has no employees, and that I do not employ anyone. I am exempt from the legal requirements to provide Workers' Compensation insurance." _____
(Permittee initials)

Notwithstanding the forgoing, Tenant may, in its sole discretion, self insure any of the required insurance under the same terms as required by this Agreement. In the event Tenant elects to self-insure its obligation under this Agreement to include Landlord as an additional insured, the following conditions apply: (i) City shall promptly and no later than thirty (30) days after notice thereof provide Permittee with written notice of any claim, demand, lawsuit, or the like for which it seeks coverage pursuant to this Section and provide Permittee with copies of any demands,

notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) City shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of Tenant; and (iii) City shall fully cooperate with Permittee in the defense of the claim, demand, lawsuit, or the like.

B. Additional Insured Coverage

(1) Commercial General Liability Insurance: The City, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects general liability arising out of activities performed by or on behalf of Permittee, products and completed operations of Permittee, and premises owned, leased or used by Permittee. The general liability additional insured endorsement must be signed by an authorized representative of the insurance carrier for contracts involving construction or maintenance, or if required by the City by selecting the option below:

Additional insured endorsement must be signed by an authorized representative of the insurance carrier. If the policy includes a blanket additional insured endorsement or contractual additional insured coverage, the above signature requirement may be fulfilled by submitting that document with a signed declaration page referencing the blanket endorsement or policy form. City's additional insured status shall (i) be limited to bodily injury, property damage or personal and advertising injury caused, in whole or in part, by Permittee, its employees, agents or independent contractors; (ii) not extend to claims for punitive or exemplary damages arising out of the acts or omissions of City, its employees, agents or independent contractors or where such coverage is prohibited by law or to claims arising out of the gross negligence of City, its employees, agents or independent contractors; and, (iii) not exceed Permittee's indemnification obligation under this Agreement, if any.

(2) Automobile Liability Insurance: The City, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects auto liability.

C. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

(1) Permittee's required insurance coverage shall be primary insurance as respects City, its officials, employees and volunteers. Any insurance or self-insurance maintained by City, its officials, employees or volunteers shall be in excess of Permittee's insurance and shall not contribute with it.

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

(3) Coverage shall state that Permittee's required 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.

City will be provided with thirty (30) days written notice of cancellation or non-renewal of any required coverage that is not replaced.

D. Acceptability of Insurance

Insurance shall be placed with insurers with a Bests' rating of not less than A minus: VII. Policy terms or other variations that do not comply with the requirements of this Section 8 must be declared to and approved by the City Risk Management Division in writing prior to execution of this Agreement.

E. Verification of Coverage

(1) Permittee shall furnish City with certificates and required endorsements evidencing the insurance required. The certificates and endorsements shall be forwarded to the City representative named in section 13. Certificates of insurance shall be signed by an authorized representative of the insurance carrier.

(2) The City may withdraw its offer of contract or cancel this Agreement if the certificates of insurance and endorsements required have not been provided prior to execution of this Agreement. The City may withhold payments to Permittee and/or cancel the Agreement if the insurance is canceled or Permittee otherwise ceases to be insured as required herein.

F. Subcontractors

Permittee shall endeavor to require and verify that all subcontractors while working hereunder maintain insurance coverage that meets the minimum scope and limits of insurance coverage specified in subsection A, above.

9. Indemnification

Permittee shall defend, hold harmless and indemnify City, its officers and employees, and each and every one of them, from and against any and all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, including, but not limited to, any fees and/or costs reasonably incurred by City's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), including but not limited to Liabilities arising from personal injury or death, damage to personal, real or intellectual property or the environment, contractual or other economic damages, or regulatory penalties, arising out of or in any way connected with performance of or failure to perform this Agreement by City, any sub-consultant, subcontractor or agent, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, whether or not (i) such Liabilities are caused in part by a party indemnified hereunder or (ii) such Liabilities are litigated, settled or reduced to judgment; provided that the foregoing indemnity does not apply to liability for any damage or expense for death or bodily injury to persons or damage to property to the extent arising from the negligence or willful misconduct of City, its agents, servants, or independent contractors who are directly responsible to City, except when such agents, servants, or independent

contractors are under the direct supervision and control of Licensee.

10. 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.

11. EFFECTIVE DATE

The effective and operative date of this Agreement shall be upon the approval of City Council of the recommendation that the City Manager or the City Manager's designee execute this Agreement (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 a Certificate of Insurance acceptable to City's Risk Management Division to the representative listed and within the time period specified in Subsection 8(F) hereinabove written. 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 of 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.

12. 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 do so assign or sublet without prior reasonable consent of City when such consent is required under this Section 12 shall be voidable at the election of the City exercised in its sole discretion, and cause for City to declare Permittee in default of this Revocable Permit. 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.

13. NOTICES

Any notice that either Party may or is required to give the other Party 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 the refusal to accept receipt, to the addresses set forth below:

A. To City:

City of Sacramento
Attn: Telecom Program Manager
Real Estate Services Section
915 I Street, 2nd Floor
Sacramento, CA 95814

B. To Permittee:

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site #: CNU2701
Search Ring Name: Duckhorn Dr. & I-5
Cell Site Name: Duckhorn Dr. & I-5 (CA)
Fixed Asset No: 10147204
575 Morosgo Drive NE
Suite 13F, West Tower
Atlanta, GA 30324

With a copy to:

New Cingular Wireless PCS, LLC
Attn: AT&T Legal Department – Network Operations
Re: Cell Site #: CNU2701
Search Ring Name: Duckhorn Dr. & I-5
Cell Site Name: Duckhorn Dr. & I-5 (CA)
Fixed Asset No: 10147204
208 S. Akard Street
Dallas, TX 75202

14. 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.

15. 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.

16. AMENDMENTS

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

17. 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.

18. 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.

19. 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. At no additional cost to Permittee or the applicable public utility, City hereby grants to any utility company providing utility services to

Permittee rights over the Property, from an open and improved public road to the Premises, and upon the Premises, for the purpose of constructing, operating and maintaining such lines, wires, circuits, and conduits, associated equipment cabinets and such appurtenances thereto, as such utility companies may from time to time require in order to provide such services to the Premises.

20. 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. City acknowledges and agrees that Permittee shall have no liability or other responsibility for any Substance in, under, or upon the Premises (i) prior to the full execution and delivery of this Agreement, except when Permittee exacerbates the situation, problem, or Substance through any act or omission or (ii) wholly caused by the City during the Term of this Agreement.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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 representative, 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.

27. COMPLIANCE WITH LAWS. Permittee agrees to comply with all federal, state and local laws, orders, rules and regulations ("Laws") applicable to Permittee's use of the WTF on the Property. City agrees to comply with all laws relating to City's ownership and use of the Property and any improvements on the Property in a manner sufficient to provide to Permittee continued use of the Premises and all of the other rights expressly granted to Permittee herein.

28. OPTION TO CONVERT. City has represented to Permittee pursuant to that certain letter dated May 22, 2014, a copy of which is attached as Exhibit "F" that the City is currently in the process of developing a standard lease agreement ("City Template") to be used by the City when contracting with telecommunication providers, including Permittee, desiring to install facilities on City property. City hereby affirms and agrees that upon adoption by the Sacramento City Council of the City Template, Permittee shall have the right to elect, in Permittee's sole discretion, to amend and restate the terms and conditions of the Revocable Permit with the terms and conditions of the City Template. Should Permittee elect, in Permittee's sole discretion, to amend and restate the terms and conditions of the Revocable Permit with the terms and conditions of the City Template, Permittee affirms and agrees that it shall also abide by the economic terms and conditions of the City Template.

(REST OF PAGE LEFT INTENTIONALLY BLANK)

PERMITTEE:

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

By: AT&T Mobility Corporation
Its: Manager

By: 
Print Name: _____
Title: _____

Dated: 10-22, 2014
Peter W. Maushardt
Director
Construction & Engineering

CITY:

City of Sacramento,
a municipal corporation

By: _____
Print Name: _____
Title: _____
For: John F. Shirey, City Manager

Dated: _____, 201_

APPROVED AS TO FORM:

By: 
City Attorney

ATTEST:

By: _____
City Clerk

Exhibit "A"

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

PARCEL C AS SHOWN ON THAT CERTAIN PLAT ENTITLED "MASTER PARCEL MAP OF GATEWAY WEST" FILED FOR RECORD IN BOOK 153 OF PARCEL MAPS, AT PAGE 11, OF THE OFFICIAL RECORDS OF SACRAMENTO COUNTY.

A.P.N. 225-0140-046

Exhibit "B"

PLANS AND SPECIFICATIONS



Jeffrey Home | ASSOCIATES
architects | telecommunications
1711 Broadway, Suite 100
San Francisco, CA 94103
Tel: 415.774.3700 | Fax: 415.774.3811

PROPRIETARY INFORMATION
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PREPARED FOR
at&t
2000 Marina Roman
18th Street, West Hill
San Francisco, California 94122

APPROVALS

DATE	DATE

PROJECT NAME
DUCKHORN DRIVE & 1-5

PROJECT NUMBER
CNU2701

3705 SAINTSBURY DRIVE
SACRAMENTO COUNTY, CALIFORNIA
SACRAMENTO COUNTY

PROJECT TYPE: MSB

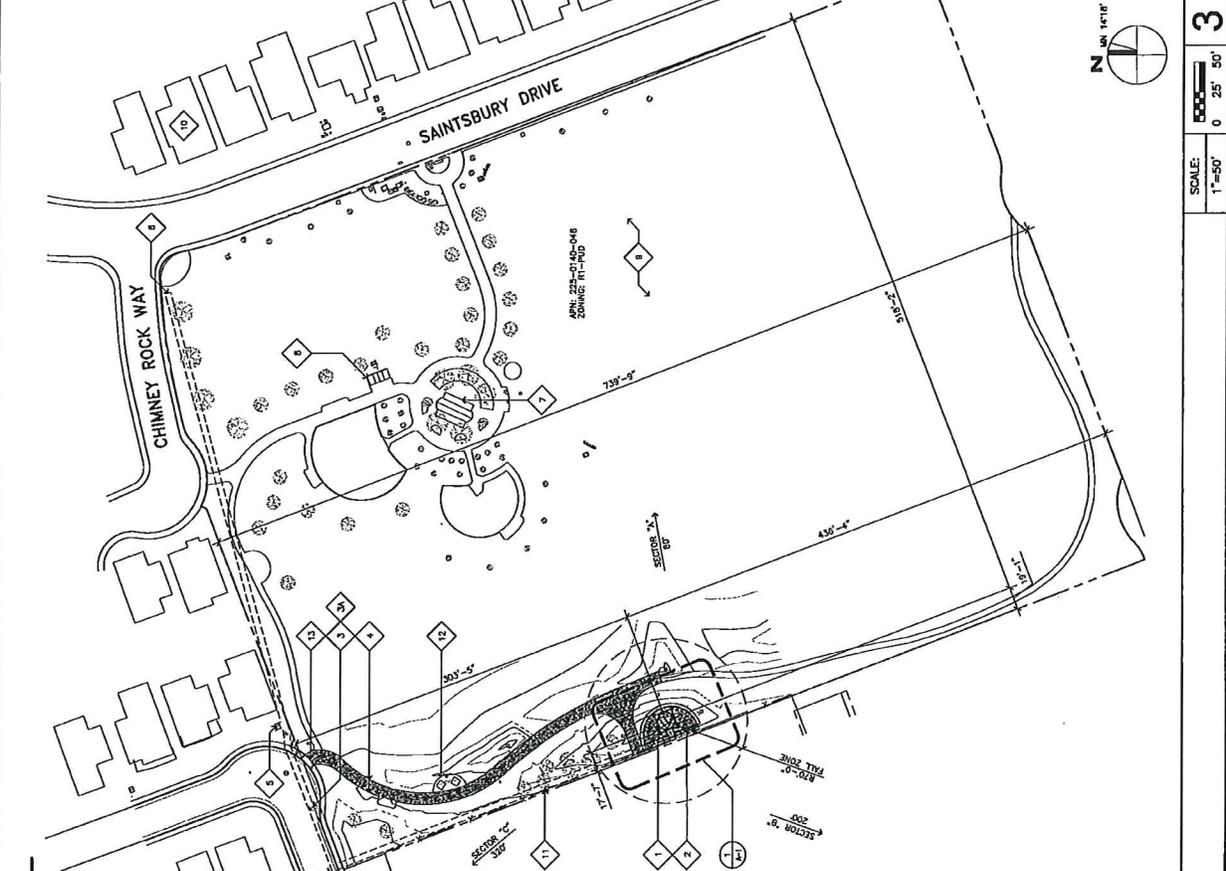
DRAWING DATES
DRAWN BY: CN
CHECKED BY: RN
DATE: 08/22/13
REV. DESCRIPTION
08/22/13 00X 00'S A
09/24/13 100X 00'S 0
05/07/14 REVISED 00'S 1
07/09/14 FOR DECK DEMONSTR 2

REVISION LEVEL: 1.5.2

SHEET TITLE
SITE PLAN

A-0

SECTION	DESCRIPTION	ANTENNA MODEL NO.	HEIGHT (FEET)	LENGTH (FEET)	WIDTH (FEET)
1	ANTENNA		12	10	10
2	ANTENNA		12	10	10
3	ANTENNA		12	10	10
4	ANTENNA		12	10	10
5	ANTENNA		12	10	10
6	ANTENNA		12	10	10
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49	ANTENNA		12	10	10
50	ANTENNA		12	10	10



SITE PLAN KEYNOTES

1. ALL CONDUIT SHALL BE INSTALLED TO THE DEPTH OF 18" BELOW FINISHED GRADE.
2. ALL CONDUIT SHALL BE INSTALLED TO THE DEPTH OF 18" BELOW FINISHED GRADE.
3. ALL CONDUIT SHALL BE INSTALLED TO THE DEPTH OF 18" BELOW FINISHED GRADE.
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12. ALL CONDUIT SHALL BE INSTALLED TO THE DEPTH OF 18" BELOW FINISHED GRADE.
13. ALL CONDUIT SHALL BE INSTALLED TO THE DEPTH OF 18" BELOW FINISHED GRADE.

GENERAL NOTES:

1. REPLACE PORTION OF (E) 37' WIDE PEDESTRIAN WALK WITH 10' WIDE PEDESTRIAN WALK TO ACCOMMODATE ACCESS TO THE PEDESTRIAN WALKWAY TO THE SANITATION OF THE DEPARTMENT OF PUBLIC WORKS.

NOTES:

1. ALL CONDUIT SHALL BE INSTALLED TO THE DEPTH OF 18" BELOW FINISHED GRADE.
2. ALL CONDUIT SHALL BE INSTALLED TO THE DEPTH OF 18" BELOW FINISHED GRADE.
3. ALL CONDUIT SHALL BE INSTALLED TO THE DEPTH OF 18" BELOW FINISHED GRADE.
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11. ALL CONDUIT SHALL BE INSTALLED TO THE DEPTH OF 18" BELOW FINISHED GRADE.
12. ALL CONDUIT SHALL BE INSTALLED TO THE DEPTH OF 18" BELOW FINISHED GRADE.
13. ALL CONDUIT SHALL BE INSTALLED TO THE DEPTH OF 18" BELOW FINISHED GRADE.

3 GENERAL ANTENNA & CABLE NOTES 1

SCALE: 1"=50'

0 25' 50'

SITE PLAN

CITY OF SACRAMENTO
DEPARTMENT OF TRANSPORTATION

NO.	DATE	DESCRIPTION
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SITE PLAN

Jeffrey Rome | ASSOCIATES
 architecture | telecommunications
 3750 Northgate Blvd., Suite 100
 1741 Northgate Blvd., Suite 100
 San Francisco, CA 94109 | Tel 415.774.5130
 Tel 949.766.3700 | Fax 949.762.3751

PROPRIETARY INFORMATION
 THE INFORMATION CONTAINED IN THIS
 SET OF CONSTRUCTION DOCUMENTS IS
 THE PROPERTY OF JEFFREY ROME | ASSOCIATES
 AND IS TO BE USED ONLY FOR THE PROJECT,
 LOCATION AND DATE SPECIFIED HEREIN.
 NO PART OF THIS DOCUMENT SHALL 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 JEFFREY ROME |
 ASSOCIATES. MOBILITY IS STRICTLY
 PROHIBITED.



PREPARED FOR
at&t
 2600 Camino Ramon
 San Ramon, California 94583

APPROVALS

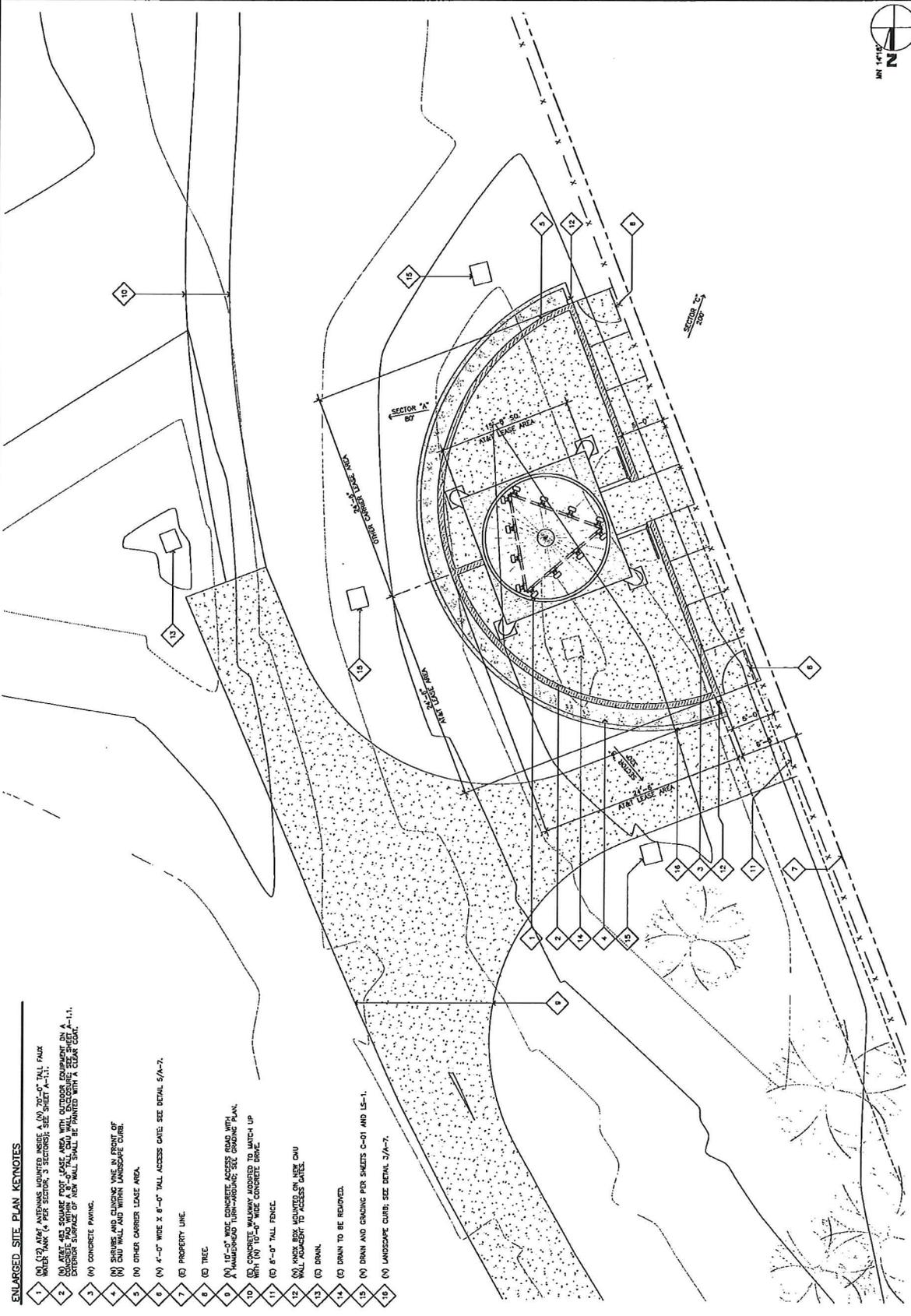
P.L. ENGINEER	DATE
SITE ACS AND ZONING	DATE
ERUCTION CAI	DATE
AREA CONSTRUCTION MANAGER	DATE
OWNER APPROVAL	DATE

PROJECT NAME
**DUCKHORN DRIVE
 & I-5**
 PROJECT NUMBER
CNU2701
 3745 SANDHURST DRIVE
 SACRAMENTO, CALIFORNIA 95834
 SACRAMENTO COUNTY

PROJECT TYPE	NSB
DRAWING DATES	
DRAWN BY:	IN
CHECKED BY:	IN
DATE	DESCRIPTION
09/22/13	90% CD'S
09/25/13	100% CD'S
09/07/14	REVISED CD'S
07/09/14	PLAN DECK CHANGES

REFS:	REVISION LEVEL	1.5.2
SHEET TITLE		
ENLARGED SITE PLAN		

A-1



SCALE: 3/16"=1'-0" 0 3' 6'
 NORTH
 1

- ENLARGED SITE PLAN KEYNOTES**
- 1 (N) 120' TALL ANTENNAS MOUNTED INSIDE A (N) 30'-0" TALL PAUX WATER TANK (4 PER SECTOR, 3 SECTORS); SEE SHEET A-1.1.
 - 2 (N) 4'-0" WIDE CONCRETE ACCESS ROAD WITH OUTDOOR EQUIPMENT ON A CONCRETE PAD (SEE DETAIL 5/A-7). EXTERIOR SURFACE OF NEW WALL SHALL BE FINISHED WITH A CLEAR COAT.
 - 3 (N) CONCRETE PARKING.
 - 4 (N) SHRUBS AND CLIMBING VINE IN FRONT OF CHU WALL AND WITHIN LANDSCAPE CURB.
 - 5 (N) OTHER CARRIER LADE AREA.
 - 6 (N) 4'-0" WIDE X 8'-0" TALL ACCESS GATE. SEE DETAIL 5/A-7.
 - 7 (E) PROPERTY LINE.
 - 8 (E) TREE.
 - 9 (N) 10'-0" WIDE CONCRETE ACCESS ROAD WITH A HANDHELD TURN-AROUND; SEE ORDINANCE PLAN.
 - 10 (E) CONCRETE WALKWAY SUGGESTED TO MATCH UP WITH (N) 10'-0" WIDE CONCRETE DRIVE.
 - 11 (E) 8'-0" TALL FENCE.
 - 12 (N) KNOX BOX MOUNTED ON WIRE CHU WALL ADJACENT TO ACCESS GATE.
 - 13 (E) DOWN.
 - 14 (E) DOWN TO BE REMOVED.
 - 15 (N) DRAIN AND GRADING PER SHEETS C-01 AND I-5-1.
 - 16 (N) LANDSCAPE CURB; SEE DETAIL 2/A-7.

ENLARGED SITE PLAN



Jeffrey Rome | ASSOCIATES
 Architecture | Telecommunications
 11700 E. Harvard Ave., Suite 200
 Denver, CO 80231
 Tel: 303.733.7373 | Fax: 303.733.7371

PROPRIETARY INFORMATION
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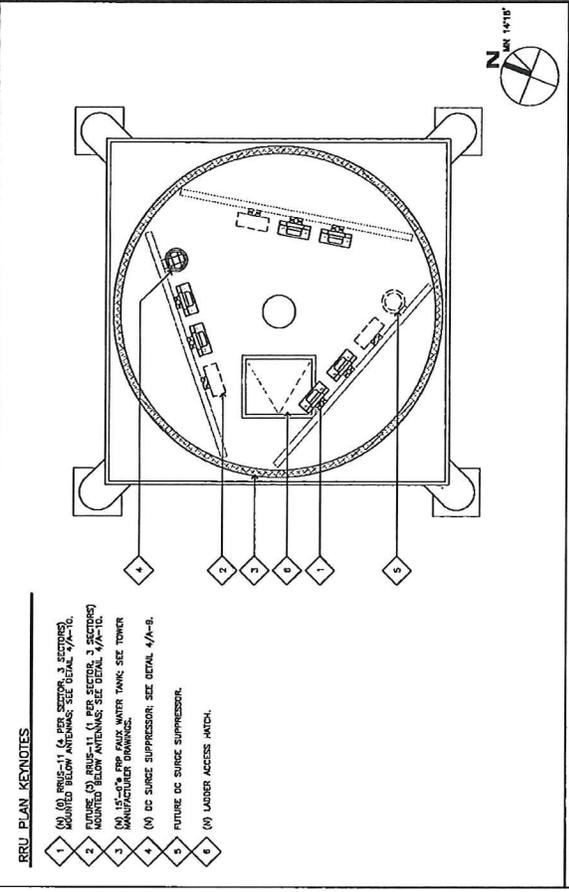
PREPARED FOR

 2000 Cambridge
 San Ramon, Colorado 80453

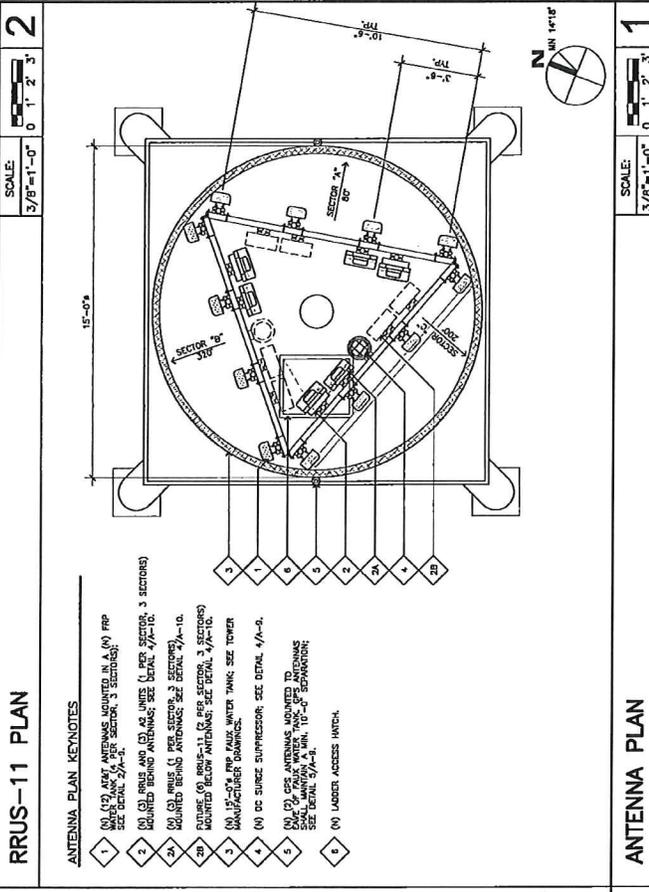
APPROVALS	
R.F. ENGINEER	DATE
SITE ACD AND ZONING	DATE
EMERSON CM	DATE
AT&T CONSTRUCTION MANAGER	DATE
OWNER APPROVAL	DATE

PROJECT NAME	DUCKHORN DRIVE & I-5	
PROJECT NUMBER	CNU2701	
DRIVER	2025 DUCKHORN DRIVE	
CITY	SACRAMENTO, CALIFORNIA 95834	
COUNTY	SACRAMENTO COUNTY	
PROJECT TYPE	NSB	
DRAWING DATES	DATE DESCRIPTION REV.	
DRAWN BY:	DN	A
CHECKED BY:	RN	0
DATE:	08/22/13 00K CDS	1
	09/24/13 100K CDS	0
	07/02/14 100K CDS	1
	07/02/14 PER OWNER COMMENTS	2

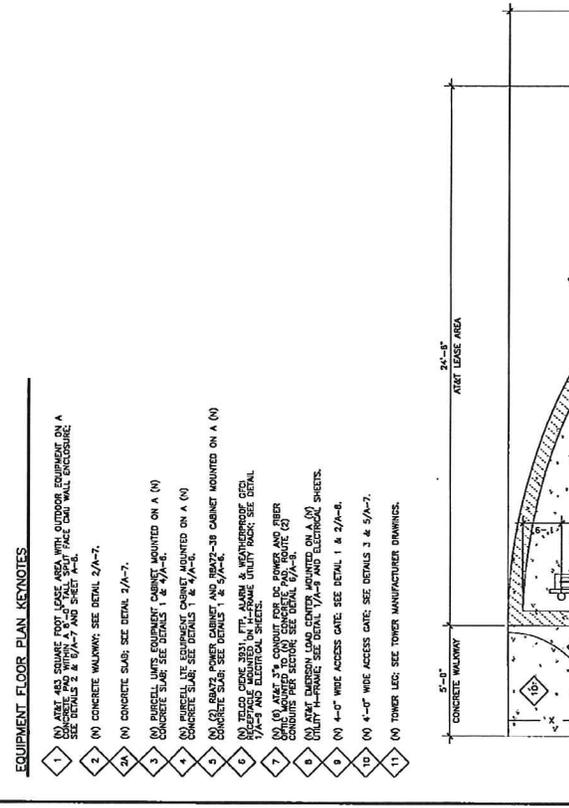
REVISION LEVEL 1.5.2
 SHEET TITLE
**EQUIPMENT FLOOR PLAN,
 ANTENNA PLAN & RRU PLAN**
A-1.1



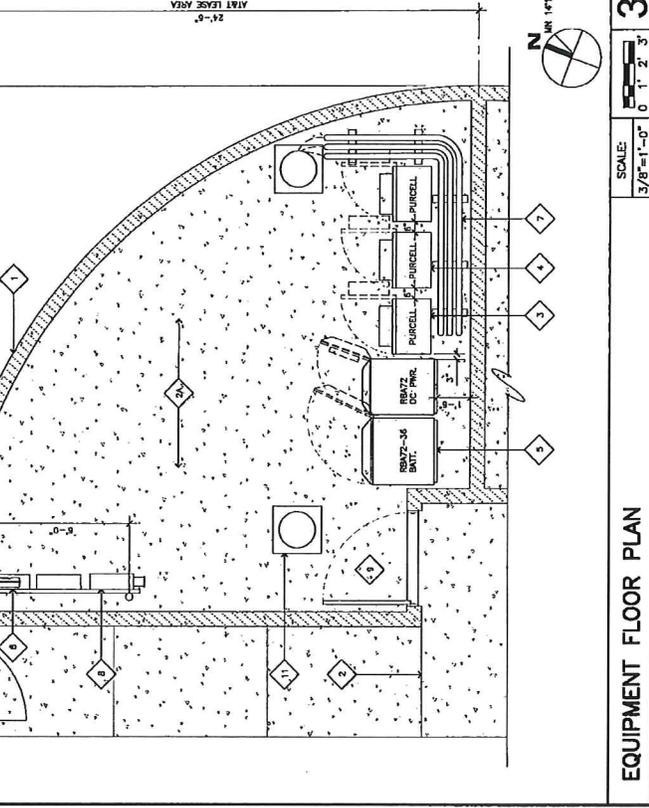
- RRU PLAN KEYNOTES**
- (N) (1) RRU-11 (4 PER SECTION, 3 SECTIONS) MOUNTED BELOW ANTENNAS; SEE DETAIL 4/A-10.
 - (N) (2) SUPPLY WATER TANKS; SEE DETAIL 4/A-11.
 - (N) (3) SUPPLY WATER TANKS; SEE DETAIL 4/A-11.
 - (N) (4) SUPPLY WATER TANKS; SEE DETAIL 4/A-11.
 - (N) (5) DC SURGE SUPPRESSOR; SEE DETAIL 4/A-4.
 - (N) (6) FUTURE DC SURGE SUPPRESSOR.
 - (N) (7) LADDER ACCESS MATCH.



- ANTENNA PLAN KEYNOTES**
- (N) (1) 10' (10) 40' ANTENNAS MOUNTED IN A (N) RRU WATER TANKS; 4 PER SECTION, 3 SECTIONS; SEE DETAIL 2/A-9.
 - (N) (2) 10' (10) 40' ANTENNAS MOUNTED IN A (N) RRU WATER TANKS; 4 PER SECTION, 3 SECTIONS; SEE DETAIL 2/A-9.
 - (N) (3) 10' (10) 40' ANTENNAS MOUNTED IN A (N) RRU WATER TANKS; 4 PER SECTION, 3 SECTIONS; SEE DETAIL 2/A-9.
 - (N) (4) 10' (10) 40' ANTENNAS MOUNTED IN A (N) RRU WATER TANKS; 4 PER SECTION, 3 SECTIONS; SEE DETAIL 2/A-9.
 - (N) (5) 10' (10) 40' ANTENNAS MOUNTED IN A (N) RRU WATER TANKS; 4 PER SECTION, 3 SECTIONS; SEE DETAIL 2/A-9.
 - (N) (6) 10' (10) 40' ANTENNAS MOUNTED IN A (N) RRU WATER TANKS; 4 PER SECTION, 3 SECTIONS; SEE DETAIL 2/A-9.
 - (N) (7) LADDER ACCESS MATCH.



- EQUIPMENT FLOOR PLAN KEYNOTES**
- (N) (1) 10' (10) 40' ANTENNAS MOUNTED IN A (N) RRU WATER TANKS; 4 PER SECTION, 3 SECTIONS; SEE DETAIL 2/A-9.
 - (N) (2) 10' (10) 40' ANTENNAS MOUNTED IN A (N) RRU WATER TANKS; 4 PER SECTION, 3 SECTIONS; SEE DETAIL 2/A-9.
 - (N) (3) 10' (10) 40' ANTENNAS MOUNTED IN A (N) RRU WATER TANKS; 4 PER SECTION, 3 SECTIONS; SEE DETAIL 2/A-9.
 - (N) (4) 10' (10) 40' ANTENNAS MOUNTED IN A (N) RRU WATER TANKS; 4 PER SECTION, 3 SECTIONS; SEE DETAIL 2/A-9.
 - (N) (5) 10' (10) 40' ANTENNAS MOUNTED IN A (N) RRU WATER TANKS; 4 PER SECTION, 3 SECTIONS; SEE DETAIL 2/A-9.
 - (N) (6) 10' (10) 40' ANTENNAS MOUNTED IN A (N) RRU WATER TANKS; 4 PER SECTION, 3 SECTIONS; SEE DETAIL 2/A-9.
 - (N) (7) 10' (10) 40' ANTENNAS MOUNTED IN A (N) RRU WATER TANKS; 4 PER SECTION, 3 SECTIONS; SEE DETAIL 2/A-9.
 - (N) (8) 10' (10) 40' ANTENNAS MOUNTED IN A (N) RRU WATER TANKS; 4 PER SECTION, 3 SECTIONS; SEE DETAIL 2/A-9.
 - (N) (9) 10' (10) 40' ANTENNAS MOUNTED IN A (N) RRU WATER TANKS; 4 PER SECTION, 3 SECTIONS; SEE DETAIL 2/A-9.
 - (N) (10) 10' (10) 40' ANTENNAS MOUNTED IN A (N) RRU WATER TANKS; 4 PER SECTION, 3 SECTIONS; SEE DETAIL 2/A-9.
 - (N) (11) 10' (10) 40' ANTENNAS MOUNTED IN A (N) RRU WATER TANKS; 4 PER SECTION, 3 SECTIONS; SEE DETAIL 2/A-9.



- ANTENNA PLAN KEYNOTES**
- (N) (1) 10' (10) 40' ANTENNAS MOUNTED IN A (N) RRU WATER TANKS; 4 PER SECTION, 3 SECTIONS; SEE DETAIL 2/A-9.
 - (N) (2) 10' (10) 40' ANTENNAS MOUNTED IN A (N) RRU WATER TANKS; 4 PER SECTION, 3 SECTIONS; SEE DETAIL 2/A-9.
 - (N) (3) 10' (10) 40' ANTENNAS MOUNTED IN A (N) RRU WATER TANKS; 4 PER SECTION, 3 SECTIONS; SEE DETAIL 2/A-9.
 - (N) (4) 10' (10) 40' ANTENNAS MOUNTED IN A (N) RRU WATER TANKS; 4 PER SECTION, 3 SECTIONS; SEE DETAIL 2/A-9.
 - (N) (5) 10' (10) 40' ANTENNAS MOUNTED IN A (N) RRU WATER TANKS; 4 PER SECTION, 3 SECTIONS; SEE DETAIL 2/A-9.
 - (N) (6) 10' (10) 40' ANTENNAS MOUNTED IN A (N) RRU WATER TANKS; 4 PER SECTION, 3 SECTIONS; SEE DETAIL 2/A-9.
 - (N) (7) LADDER ACCESS MATCH.

EQUIPMENT FLOOR PLAN
 SCALE: 3/8"=1'-0"
 NORTH ARROW: N 14°18' E

ANTENNA PLAN
 SCALE: 3/8"=1'-0"
 NORTH ARROW: N 14°18' E



Jeffrey Rome Associates
architectural | telecommunications
121 Innovation, Suite 100
Sacramento, CA 95834
tel 916.766.3700 | fax 916.766.3931

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PREPARED FOR



2000 Camino Real
4th Floor West Wing
San Ramon, California 94583

APPROVALS

DATE	DATE

PROJECT NAME
DUCKHORN DRIVE & I-5

PROJECT NUMBER
CNU2701

3705 UNIVERSITY DRIVE
SACRAMENTO, CALIFORNIA 95834
SACRAMENTO COUNTY

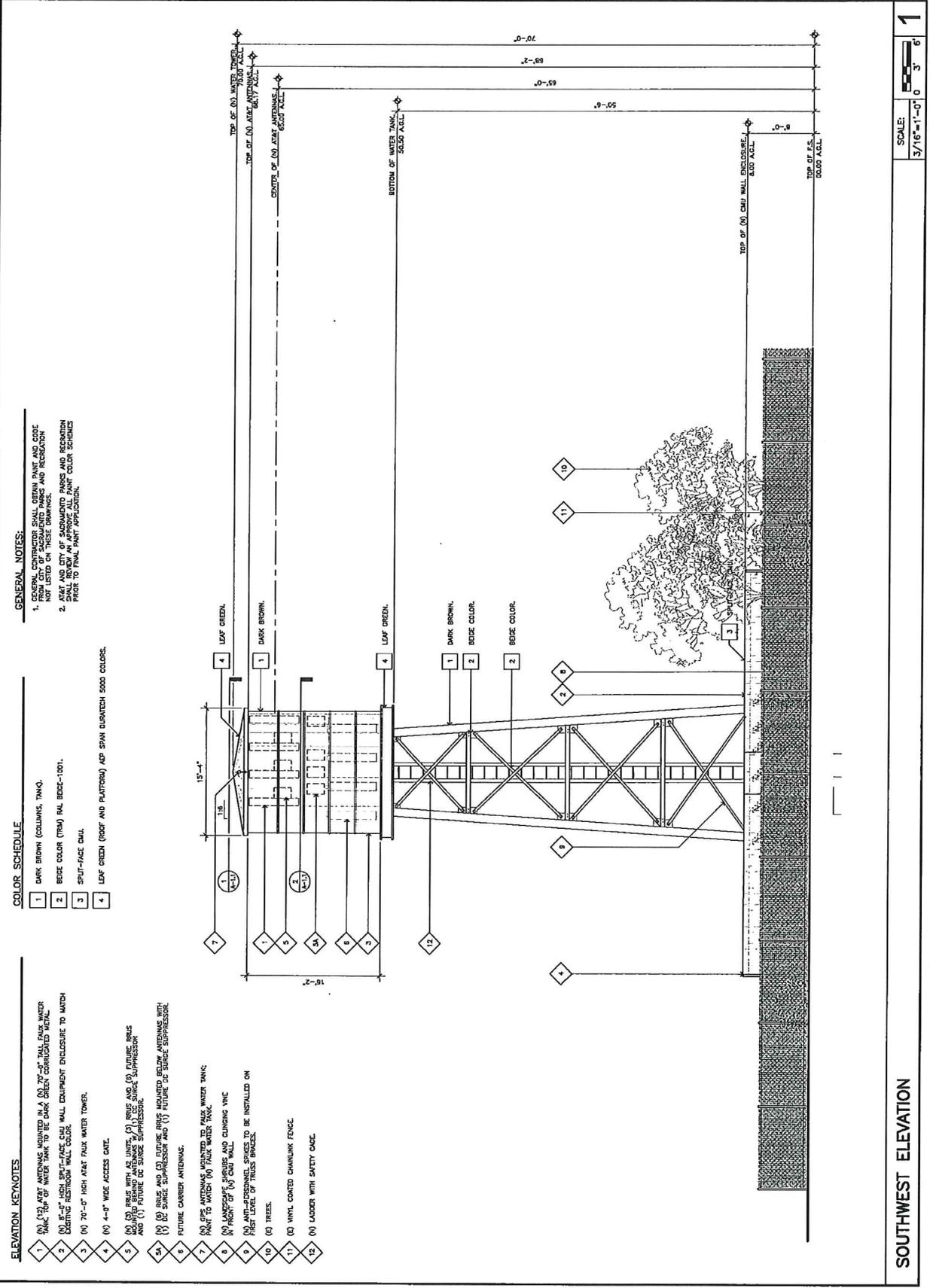
PROJECT TYPE: NSB

DRAWING DATES	REV.
ISSUED BY: RH	A
CHECKED BY: RH	0
DATE	DESCRIPTION
08/22/13	90% CDS
09/24/13	100% CDS
05/07/14	REVISED CDS
07/09/14	PLAN CHECK COMMENTS

REVISION LEVEL: 1.5.2

SHEET TITLE
SOUTHWEST ELEVATION

A-3



GENERAL NOTES:

- GENERAL CONTRACTOR SHALL OBTAIN PAINT AND CODE REQUIREMENTS FOR SIGNAGE AND RECREATION NOT LISTED ON THESE DRAWINGS.
- AKAT AND CITY OF SACRAMENTO PARKS AND RECREATION SHALL REVIEW AND APPROVE ALL PAINT COLOR SCHEDULES PRIOR TO FINAL PAINT APPLICATION.

COLOR SCHEDULE

- | | |
|---|---|
| 1 | DARK BROWN (COLUMNS, TANK) |
| 2 | BEIGE COLOR (TOWER) RAL BEIGE-1001 |
| 3 | SPUT-FACE GRAY |
| 4 | LEAF GREEN (ROOF AND PLANTERS) AND SPAN DUMBUCH 5000 COLOR. |

ELEVATION KEYNOTES

- (1) (1) 12" X 12" X 12" ANTENNA MOUNTED IN (N) TOP OF TANK. 6" X 6" X 6" WATER TANK. TOP OF WATER TANK TO BE DARK GREY CORRUGATED METAL FINISH.
- (2) (2) 8" X 8" X 8" HIGH SPUT-FACE GRAY WALL EQUIPMENT ENCLOSURE TO MATCH EXISTING RESTROOM WALL COLOR.
- (3) (3) 70'-0" HIGH AKAT FAUX WATER TOWER.
- (4) (4) 4'-0" WIDE ACCESS GATE.
- (5) (5) 10" X 10" X 10" ANTENNA MOUNTED IN (N) TOP OF TOWER. 6" X 6" X 6" WATER TANK. TOP OF WATER TANK TO BE DARK GREY CORRUGATED METAL FINISH.
- (6) (6) 8" X 8" X 8" HIGH SPUT-FACE GRAY WALL EQUIPMENT ENCLOSURE TO MATCH EXISTING RESTROOM WALL COLOR.
- (7) (7) 10" X 10" X 10" ANTENNA MOUNTED IN (N) TOP OF TOWER. 6" X 6" X 6" WATER TANK. TOP OF WATER TANK TO BE DARK GREY CORRUGATED METAL FINISH.
- (8) (8) 8" X 8" X 8" HIGH SPUT-FACE GRAY WALL EQUIPMENT ENCLOSURE TO MATCH EXISTING RESTROOM WALL COLOR.
- (9) (9) 10" X 10" X 10" ANTENNA MOUNTED IN (N) TOP OF TOWER. 6" X 6" X 6" WATER TANK. TOP OF WATER TANK TO BE DARK GREY CORRUGATED METAL FINISH.
- (10) (10) 8" X 8" X 8" HIGH SPUT-FACE GRAY WALL EQUIPMENT ENCLOSURE TO MATCH EXISTING RESTROOM WALL COLOR.
- (11) (11) 10" X 10" X 10" ANTENNA MOUNTED IN (N) TOP OF TOWER. 6" X 6" X 6" WATER TANK. TOP OF WATER TANK TO BE DARK GREY CORRUGATED METAL FINISH.
- (12) (12) 8" X 8" X 8" HIGH SPUT-FACE GRAY WALL EQUIPMENT ENCLOSURE TO MATCH EXISTING RESTROOM WALL COLOR.

SCALE: 3/16"=1'-0"

SOUTHWEST ELEVATION

1

Exhibit "C"

Certificate of Insurance

AGENCY CUSTOMER ID: 018566

LOC #: St. Louis



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Marsh USA Inc.		NAMED INSURED New Cingular Wireless PCS, LLC One AT&T Plaza 208 South Akard Room 2731 Dallas, TX 75202	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Excess Workers' Compensation - MWXS 302341 (OH-WA)
 Self-Insured Retentions
 OH - \$500,000,000
 WA - \$500,000,000

 Excess Automobile Liability - MWZX 302130 (MI)
 Combined Single Limit - \$9,000,000
 Self-Insured Retention - \$1,000,000

Exhibit “D”

ANNUAL FEE ADJUSTMENT SCHEDULE

**ANNUAL FEE ADJUSTMENT SCHEDULE
(YEAR 1-10)**

<u>YEAR</u>	<u>AMOUNT</u>
1	21,000.00
2	21,735.00
3	22,495.73
4	23,283.08
5	24,097.98
6	24,941.41
7	25,814.36
8	26,717.86
9	27,652.99
10	28,620.84

Exhibit "E"

REMOVAL BOND

**TOWER / STRUCTURE / ANTENNAS / EQUIPMENT
REMOVAL BOND**

Location of tower/structure/equipment:
3795 Saintsbury Drive, Sacramento, CA

Site ID : CNU2701 Duckhorn Dr & I-5
FA #10147204

Bond Number: 09165921

KNOW ALL MEN BY THESE PRESENTS:

THAT **New Cingular Wireless PCS, LLC 2600 Camino Ramon, San Ramon, CA 94583** as Principal, and **Fidelity and Deposit Company of Maryland, 1400 American Lane Tower I, Schaumburg, IL 60196**, a corporation duly organized under the laws of the State of **Maryland** as Surety, are held and firmly bound unto **the City of Sacramento, 915 I Street, 2nd Floor, Sacramento, CA 95814** as Obligee, the penal sum of **Forty-Five Thousand and NO/100 Dollars (\$ 45,000.00)** 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, antennas 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, antennas 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 facility,

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, antennas 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 **9th** day of **September, 2014**.

New Cingular Wireless PCS LLC
Principal: By AT&T Mobility Corporation its manager

By: _____

Surety: Fidelity and Deposit Company of Maryland

By: Heidi A. Notheisen
Heidi A. Notheisen, Attorney-In-Fact

ACKNOWLEDGMENT BY SURETY

STATE OF Missouri
City of St. Louis } ss.

On this 9th day of September, 2014, before me personally appeared Heidi A. Notheisen, known to me to be the Attorney-in-Fact of Fidelity and Deposit Company of Maryland

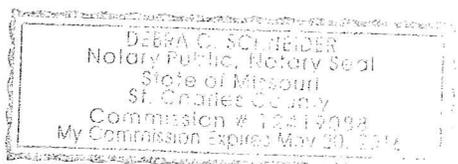
_____ , the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

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.

Debra C. Schneider
Notary Public in the State of Missouri
County of St. Charles

My Commission Expires: May 20, 2016

(Seal)



**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **GEOFFREY DELISIO, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Pamela A. BEELMAN, Cynthia L. CHOREN, Heidi A. NOTHEISEN, Joann R. FRANK, Karen L. ROIDER, Debra C. SCHNEIDER, Sandra L. HAM and Nancy L. JOHNSON, all of St. Louis, Missouri, EACH** its 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 Companies, 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 ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 7th day of February, A.D. 2013.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



Gregory E. Murray

By: _____

*Assistant Secretary
Gregory E. Murray*

Geoffrey Delisio

*Vice President
Geoffrey Delisio*

State of Maryland
City of Baltimore

On this 7th day of February, A.D. 2013, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **GEOFFREY DELISIO, Vice President, and GREGORY E. MURRAY, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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

Maria D. Adamski



Maria D. Adamski, Notary Public
My Commission Expires: July 8, 2015

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8. Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and 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 Article V, Section 8, of the By-Laws of the Companies is still in force.

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 ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

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 COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and 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 seals of the said Companies, this 9th day of September, 2014.



Thomas O. McClellan

Thomas O. McClellan, Vice President

Exhibit "F"

LETTER TO AT&T

May 22, 2014

AT&T
Attn: Mr. Jake Wooten
6140 Stoneridge Mall Rd., Suite 350
Pleasanton, CA 94588, USA

Subject: Witter Ranch Park and City of Sacramento Telecommunications Program
Changes

Dear Mr. Wooten,

This letter is written as a courtesy to AT&T per the telephone conference call that took place on April 15th, 2014, between Frank Schabarum, Monica Miller, you and me. The conclusion of our conversation was that, in addition to providing a redline of the Agreement for Issuance of Revocable Permit, AT&T would appreciate a letter of good faith from the City that explains the City's desire to work in conjunction with not only AT&T, but all telecommunications providers that have facilities on City-owned property, to develop an update and overhaul of the City's telecommunications program (Telecom Program).

With regard to the City of Sacramento's Telecom Program there are significant changes planned which are projected to be implemented in late 2014 to early 2015. The new Telecom Program's intent will be to streamline the existing application and planning processes to allow telecommunications providers the ability to install facilities on pre-identified/pre-approved City-owned properties with very few hurdles along the way.

In addition to streamlining the planning and real estate processes – in contrast to the current Telecom Program, which uses a revocable permit to allow a provider to place wireless communications facilities (WCF) on City-owned property – the new Telecom Program will implement the use of a multi-year lease agreement with optional extended terms. The formation of the lease agreement will be a collaborative effort, taking into account the needs of the providers as well as the City's, such that the final product will be a document that satisfies the City's liability, indemnity and revenue requirements, while fulfilling the providers' needs in the form of acquisition of real property rights (lease agreement vs. revocable permit), longer terms (25 years vs. 20), fixed annual adjustments (CPI vs. flat percentage rate), and fine-tuning of the amendment requirement.

Although AT&T has a current project underway at the City's Witter Ranch Park, it has become clear that the timing of the new Telecom Program's implementation will not coincide with the timing of the Witter Ranch site going online, which is intended to be operational in the near future. Thus, AT&T will enter into an agreement based upon the current Telecom Program's requirements and permitting process. In order to alleviate AT&T's concerns regarding entering

into an Agreement for Issuance of Revocable Permit, an addendum will be included in the agreement providing for an option to convert to a lease agreement upon the City Council's adoption of the new form lease agreement.

It should be noted that the City's Telecom Program has used in the past and will continue to use in the future a cooperative approach with the telecommunications industry in the development of major changes in its deployment of the Telecom Program.

The telecommunications industry is in a time of great and innovative technological advancement, and the public at large, being a user of the telecommunications technology and its associated devices, is the beneficiary of improvements such as mobility, coverage and data use.

The City, as a representative of the public at large in the Sacramento area, must have social and welfare improvement as one of its top priorities. By working with the telecommunications industry to roll out new WCFs and improve capacity and coverage in both regional and specific areas, it is imperative that the process be straight-forward and painless to both the City and the provider. With that goal in mind, I have no doubt that the creation of the new Telecom Program will be a collaborative effort between telecommunications providers and the City, will be shaped in such a way that all parties are satisfied in the final produce, and ultimately will have a long-lasting and immensely positive impact on those who live, work and spend time in the City of Sacramento.

If you should have any questions or concerns regarding this information, please feel free to contact me at (916) 808-5752.

Sincerely,



Ken Hancock
Real Property Agent

Cc: Karianne Kerr
Frank Schabarum
Ellen Magnie
Monica Miller
Tim Ray