AGREEMENT FOR ISSUANCE OF REVOCABLE PERMIT
(PARKS)

THIS AGREEMENT FOR ISSUANCE OF REVOCABLE PERMIT ("Agreement"), dated OCTOBER 3, 2006, is made by and between Metro PCS California, 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 Sim Park Ball Field (APN 038-0141-009,010), 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, together with rights of ingress and egress for reasonable access thereto and, in the discretion of City, to the appropriate source of electric and telecommunications facilities, at the location on the Property specified in Exhibit "B" hereof (the "Premises") . 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 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.

CITY
AGREEMENT NO. 2006-1064

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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.

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 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, 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. 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 the City, and restores the Premises to their original condition prior to the issuance of the Revocable Permit as required by the City, 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 the City, 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 Eighteen Thousand ($ 18,000) ("Annual Fee").

B. One-Time Initial Fee. Permittee shall pay a one-time fee of Eighteen Thousand ($ 18,000) to the City as additional consideration for the issuance of the Revocable Permit ("One-Time Initial Fee").

C. Processing Fees.

1) Permittee shall pay an estimated application fee in the amount of FIVE THOUSAND DOLLARS ($5,000.00) ("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 Application and this Agreement. If the City's actual review costs exceed the $5,000.00 estimated amount, Permittee agrees to pay to the City such excess costs upon billing 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.

D. Removal Bond. Permittee shall provide to City a bond, letter of credit, or other security instrument, of a type and in such an amount reasonably satisfactory to the City, 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 annual anniversary of the Effective Date as referenced in paragraph 10 of this Agreement by five (5) per cent annually.

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 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 fifteen (15) 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 on 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. 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 on 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.

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 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. 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.

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. Permittee's maximum effective radiated power shall not exceed two hundred (200) watts. The frequencies at the Premises shall be within 1976.25 MHz to 1988.75 HHz. 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 Initial Term and the Renewal 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. In the event City thereafter determines that structures or equipment need to be moved, 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 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, 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. 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 not exceed a total sum of Five Thousand Dollars and no cents ($ 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.

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 Comprehensive 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 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 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 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 be endorsed to state 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 public liability policy covering personal injury or property damage, City shall be named as an additional insured at no cost to City. Each policy of insurance shall provide that there shall be no cancellation of coverage under the policy unless and until City has been provided with 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: _____ PERMITTEE: _____

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, 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. Any other attempt to do so assign or sublet 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. All notices must be in writing and are effective upon receipt or five (5) days after deposit in the U.S. mail, certified and postage prepaid, to the addresses set forth below:

A. To City:

City of Sacramento
Real Property Supervisor
Real Estate Services
5730 24th Street, Building 4
Sacramento, CA 95822

B. To Permittee:

Metro PCS
8144 Walnut Hill Lane , Suite 800
Dallas, TX 75231
ATTN: Property Manager
(214)265-2550
(214)265-2570 - Fax

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 3.76.050, 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.

(REST OF PAGE LEFT INTENTIONALLY BLANK)

25. AUTHORITY

By executing this Agreement, Permittee warrants and represents that it 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 hereby represents and warrants that he or she is authorized to sign this Agreement on behalf of Permittee.

PERMITTEE:

BY: _____

Name: Corey Linquist
VP & GM

Title: _____

CITY: CITY OF SACRAMENTO,
a municipal corporation

By: _____

Marty Hanneman, Assistant City Manager
For: Ray Kerridge, City Manager
October 5, 2006

RECOMMENDED FOR APPROVAL

BY: _____
Real Property Agent

BY: _____
Real Property Supervisor

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST:

By: S. Mizuno 10.10.06
ASST City Clerk

S:\TS Template Matrs\Wrk Grp Forms\Real Estate\Real Estate\Revocable Permit for Parks.6.24.04.doc

CITY
AGREEMENT NO. 2006-1064

CITY
AGREEMENT NO. 2006-1064

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:

Lot 20 as shown on the "Plat of South Sacramento Gardens", recorded in the Office of the County Recorder of Sacramento County, August 7, 1913 in Book 14 of Maps, Map No. 40.

Excepting therefrom the South 67 feet of the West 149.25 feet thereof.

The subdivision of said lot being made on the basis that the lot area includes one-half of the adjoining streets.

CITY
AGREEMENT NO. 2006-1064

metro PCS

SITE NAME:

SIM PARK

Site No. SAC-124-G

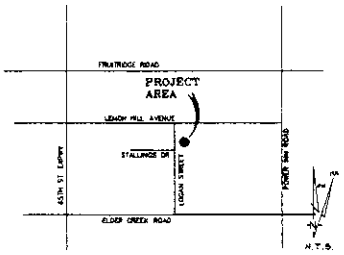
SITE ADDRESS:

6141 LOGAN STREET
SACRAMENTO, CA 95828

GENERAL CONSTRUCTION NOTES

1. DRAWINGS ARE NOT TO BE SCALED. WRITTEN DIMENSIONS TAKE PREEDENCE. AND THIS SET OF PLANS IS INTENDED TO BE USED FOR DIAGRAMMATIC PURPOSES ONLY, UNLESS NOTED OTHERWISE. THE GENERAL CONTRACTOR'S SCOPE OF WORK SHALL INCLUDE FURNISHING ALL MATERIALS, EQUIPMENT, LABOR, AND ANYTHING ELSE DEEMED NECESSARY TO COMPLETE INSTALLATIONS AS DESCRIBED HEREIN.
2. PRIOR TO THE SUBMISSION OF BIDS, THE CONTRACTORS INVOLVED SHALL VISIT THE JOB SITE AND FAMILIARIZE THEMSELVES WITH ALL CONDITIONS AFFECTING THE PROPOSED PROJECT, WITH THE CONSTRUCTION AND CONTRACT DOCUMENTS, FIELD CONDITIONS AND CONFIRM THAT THE PROJECT MAY BE ACCOMPLISHED AS SHOWN PRIOR TO PROCEEDING WITH CONSTRUCTION. ANY ERRORS, OMISSIONS, OR DISCREPANCIES ARE TO BE BROUGHT TO THE ATTENTION OF THE ARCHITECT/ENGINEER, AND PROJECT MANAGER (C.C.)
3. THE GENERAL CONTRACTOR SHALL RECEIVE WRITTEN AUTHORIZATION TO PROCEED WITH CONSTRUCTION PRIOR TO STARTING WORK ON ANY ITEM NOT CLEARLY DEFINED BY THE CONSTRUCTION DRAWINGS/ CONTRACT DOCUMENTS
4. THE CONTRACTOR SHALL SUPERVISE AND DIRECT THE PROJECT DESCRIBED HEREIN. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES AND PROCEDURES AND FOR COORDINATING ALL PORTIONS OF THE WORK UNDER THE CONTRACT
5. THE CONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS ACCORDING TO MANUFACTURER'S/ VENDORS SPECIFICATIONS UNLESS NOTED OTHERWISE OR WHERE LOCAL CODES OR ORDINANCES TAKE PRECEDENCE.
6. ALL WORK PERFORMED ON PROJECT AND MATERIALS INSTALLED SHALL BE IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES, REGULATIONS, AND ORDINANCES. CONTRACTOR SHALL GIVE ALL NOTICES AND COMPLY WITH ALL LAWS, ORDINANCES, RULES, REGULATIONS AND LAWFUL ORDERS OF ANY PUBLIC AUTHORITY, MUNICIPAL AND UTILITY COMPANY SPECIFICATIONS, AND LOCAL AND STATE JURISDICTIONAL CODES BEARING ON THE PERFORMANCE OF THE WORK.
7. GENERAL CONTRACTOR SHALL PROVIDE AT THE PROJECT SITE A FULL SET OF CONSTRUCTION DOCUMENTS UPDATED WITH THE LATEST REVISIONS AND ADDENDUMS OR CLARIFICATIONS FOR THE USE BY ALL PERSONNEL INVOLVED WITH THE PROJECT. PERMITTED, STAMPED ORIGINALS SHALL NOT BE USED FOR REDLINE PURPOSES
8. THE STRUCTURAL COMPONENTS OF THIS PROJECT SITE/ FACILITY ARE NOT TO BE ALTERED BY THIS CONSTRUCTION PROJECT UNLESS NOTED OTHERWISE.
9. DETAILS INCLUDED HEREIN ARE INTENDED TO SHOW END RESULT OF DESIGN. MINOR MODIFICATIONS MAY BE REQUIRED TO SUIT JOB CONDITIONS OR SITUATIONS, AND SUCH MODIFICATIONS SHALL BE INCLUDED AS PART OF THE SCOPE OF WORK
10. SEAL PENETRATIONS THROUGH FIRE-RATED AREAS WITH U.L. LISTED OR FIRE MARSHALL APPROVED MATERIALS IF APPLICABLE TO THIS FACILITY AND OR PROJECT SITE.
11. PROVIDE A PORTABLE FIRE EXTINGUISHER WITH A RATING OF NOT LESS THAN 2-A, OR 2-A10BC WITHIN 75 FEET TRAVEL DISTANCE TO ALL PORTIONS OF THE PROJECT AREA DURING CONSTRUCTION
12. THE CONTRACTOR SHALL MAKE NECESSARY PROVISIONS TO PROTECT EXISTING IMPROVEMENTS, EASEMENTS, PAVING, CURBING, ETC. DURING CONSTRUCTION. UPON COMPLETION OF WORK, CONTRACTOR SHALL REPAIR ANY DAMAGE THAT MAY HAVE OCCURRED DUE TO CONSTRUCTION ON OR ABOUT THE PROPERTY.
13. CONTRACTOR SHALL ENSURE THAT GENERAL WORK AREA IS KEPT CLEAN AND HAZARD FREE DURING CONSTRUCTION AND DISPOSE OF ALL DIRT, DEBRIS, RUBBISH AND REMOVE EQUIPMENT NOT SPECIFIED AS REMAINING ON THE PROPERTY. PREMISES SHALL BE LEFT IN CLEAN CONDITION AND FREE FROM PAINT SPOTS, DUST, OR SMUDGES OF ANY NATURE. SITE SHALL BE SECURED, SAFE AND CLEAN UPON COMPLETION OF WORK EACH DAY.
14. THE ARCHITECTS/ENGINEERS HAVE MADE EVERY EFFORT TO SET FORTH IN THE CONSTRUCTION AND CONTRACT DOCUMENTS THE COMPLETE SCOPE OF WORK. CONTRACTORS BIDDING THE JOB ARE NEVERTHELESS CAUTIONED THAT MINOR OMISSIONS OR ERRORS IN THE DRAWINGS AND OR SPECIFICATIONS SHALL NOT EXCUSE SAID CONTRACTOR FROM COMPLETING THE PROJECT AND IMPROVEMENTS IN ACCORDANCE WITH THE INTENT OF THESE DOCUMENTS. THE BIDDER SHALL BEAR THE RESPONSIBILITY OF NOTIFYING (IN WRITING) THE ARCHITECT/ENGINEER OF ANY CONFLICTS, ERRORS, OR OMISSIONS PRIOR TO THE SUBMISSION OF CONTRACTOR'S PROPOSAL. IN THE EVENT OF DISCREPANCIES THE CONTRACTOR SHALL PRICE THE MORE COSTLY OR EXTENSIVE WORK, UNLESS DIRECTED OTHERWISE.
15. THE CONTRACTOR SHALL FURNISH SANITARY FACILITIES PRIOR TO START OF WORK.
16. ALL SITE CONSTRUCTION, AND SITE CONDITIONS FROM MOBILIZATION TO DEMOBILIZATION SHALL BE IN STRICT ACCORDANCE WITH CAL-OSHA, 24 HOURS EACH DAY

VICINITY MAP



SACRAMENTO, CA

PROJECT SUMMARY

SITE NAME:	SIM PARK
SITE NUMBER:	SAC-124-G
SITE ADDRESS:	6141 LOGAN STREET SACRAMENTO, CA 95828
SITE CONTACT:	JIM MORAN 707-542-4483
OWNER:	CITY OF SACRAMENTO 915 I STREET #200 SACRAMENTO, CA 95824
APPLICANT:	METRO PCS
APPLICANTS ADDRESS:	785 ORCHARD DR. ste. 200 FOLSOM, CA. 95630
ASSESSORS PARCEL NUMBER(S):	038-0141-010

CONTACTS

CONSTRUCTION MANAGER
JIM MORAN
785 ORCHARD DR. ste 200
FOLSOM, CA. 95630
707-542-4483

ZONING MANAGER
KEN STOCKERO
METRO PCS
785 ORCHARD DR. ste. 200
FOLSOM, CA 95630
(916) 717-5938

PROJECT DESCRIPTION

METRO PCS WIRELESS PROPOSES TO CONSTRUCT AND OPERATE A COMMUNICATION SERVICE (PCS) SYSTEM FACILITY AT THIS PROPERTY. METRO PCS WILL CONSTRUCT THEIR PORTION OF THE FACILITY TO BE COMPRISED OF (3) ANTENNAS MOUNTED ON THE NEW MONOPOLE THAT WILL REPLACE THE (E) LIGHT POLE WITH WITH UP TO (4) ADJACENT EQUIPMENT CABINETS, AN ELECTRICAL DISTRIBUTION CABINET/PEDESTAL, & A TELCO CABINET SET ON A NEW CONCRETE PAD. THE (E) BALLFIELD LIGHTS ARE TO BE RELOCATED TO NEW MONOPOLE @ THE SAME ELEVATION. THE FACILITY WILL NOT BE LIT, NOR EMIT NOISE OR GLARE, AND WILL NOT INTERFERE WITH TELEVISION OR RADIO RECEPTION.

SHEET INDEX

T	TITLE SHEET
C-1	SURVEY SHEET
A-1	OVERALL SITE PLAN
A-2	ELEVATIONS

PROJECT: SIM PARK — Site No SAC-124-G
SITE ADDRESS: 6141 LOGAN STREET, SACRAMENTO, CA 95828

REVISIONS

NO	DESCRIPTION	DATE	BY
1	100% ZONING DOC'S	1-24-06	VRT
2	100% ZONING DOC'S	2-1-06	VRT
3	REV. 100% ZONING DOC'S	2-17-06	PLS
4	REV. 100% ZD'S (GAL APPROVAL)	2-28-06	JMR
5	REV. 100% ZD'S	3-10-06	VRT
6	REV. 100% ZD'S	5-8-06	CDL
7	REV. 100% ZD'S	6-5-06	VRT
8			
9			

PREPARED FOR:

metro PCS
785 ORCHARD DR ste 200
FOLSOM, CA. 95630

APPROVALS

DATE:	BY:

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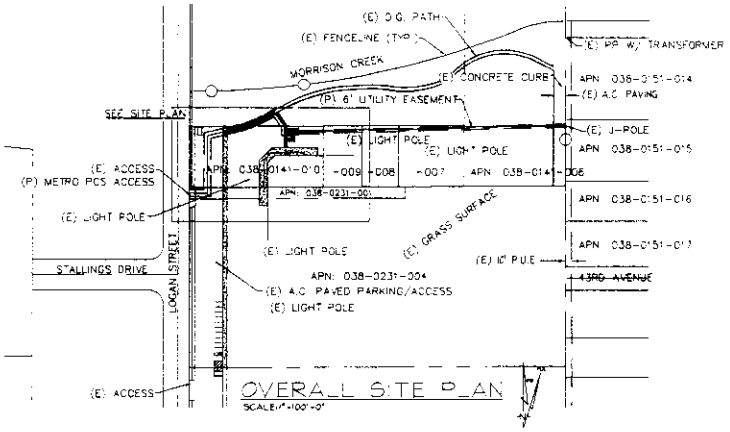
Peek Site-Com
853 Lincoln Way, Suite 106
Auburn, California 95603
Phone (530) 885-6160
E-Mail info@peeksitecom.com

DRAWING TITLE: TITLE SHEET

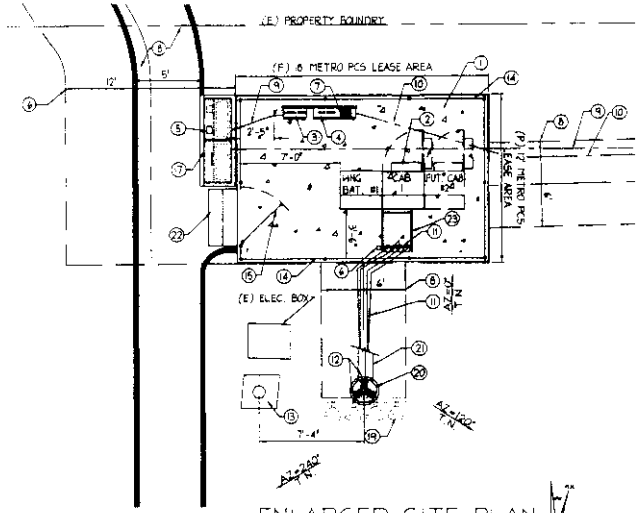
SEAL	DRAWN BY: VRT	PROJECT NO: SAC-124-G
	CHECKED BY:	CADD FILE NO.
	SCALE: AS NOTED	DRAWING NO: T
	DATE: 1-24-06	
	PRINTED	SHEET OF

EXHIBIT B

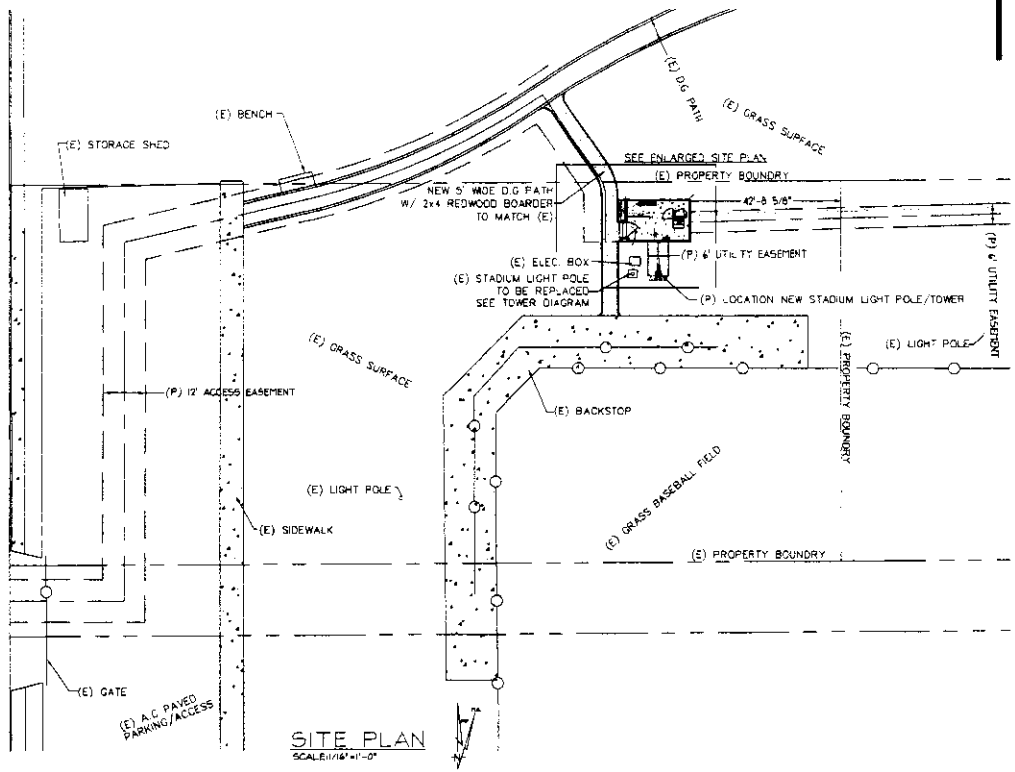
CITY AGREEMENT NO. 2006-1064



OVERALL SITE PLAN
SCALE: 1"=100'-0"



ENLARGED SITE PLAN
SCALE: 1/4"=1'-0"



SITE PLAN
SCALE: 1/16"=1'-0"

KEY NOTES

1. NEW 6" THICK CONC. EQUIP. SLAB W/#4 REBAR 12" O.C. EACH WAY @ MID SLAB. T.O.S. @ 24" A.G.L.
2. NEW METRO PCS MOD-CELL CABINETS
3. NEW 200 AMP PRE-FAB ELEC. PANEL WITH GENERATOR RECEPTACLE. SUPPORT ON WALL
4. NEW TELCO PANEL SUPPORT ON WALL
5. SET NEW 200A MULTI METER IN NEW MULTI METER SECTION
6. NEW GPS AT 15' AGL ON MONOPOLE
7. NEW SITE LIGHT, 300 WATT FLOODLIGHT
8. PROPOSED UTILITY EASEMENT
9. NEW U/G ELEC. CONDUIT RUN
10. NEW U/G TELCO CONDUIT RUN
11. NEW 6" Ø CONDUITS FOR U/G COAX CABLE RUN
12. NEW METRO PCS PANEL ANTENNAS TYP. (1) PER SECTOR FOR A TOTAL OF (3) IN FIBERGLASS ENCLOSURE ON NEW LIGHT POLE
13. (E) LIGHT POLE & FOUNDATION TO BE REMOVED & REPLACED W/ NEW MONOPOLE
14. NEW 8' TALL WROUGHT IRON FENCE W/ EXPANDED STEEL MESH WELDED ONTO INSIDE OF FENCE w/ CHAIN LINK ROOF
15. NEW 4' WIDE MAN GATE
16. (P) ACCESS EASEMENT
17. NEW 400A MULTI METER SECTION
18. NEW 5' WIDE D.G. PATH W/ 2x REDWOOD BOARDER
19. RELOCATED BALL FIELD LIGHTS
20. NEW MONOPOLE TO REPLACE (E) LIGHT POLE
21. NEW U.G. 6" Ø SCH. 80 PVC COAX CABLE CONDUITS FROM SITE INTO NEW MONOPOLE ENTRY PORT
22. NEW CONC. STEPS
23. NEW COAX CABLE UNISTRUT SUPPORT

GENERAL NOTES:

A. ON SITE DRAINAGE SHALL BE DICTATED BY SITE CONDITIONS

B. IN ADDITION TO EQUIPMENT AND TOWER SPACE REQUIREMENTS, LEASED AREA SHOULD CONSIDER SUCH ITEMS AS, MAINTENANCE, CRANE ACCESS AND LANDSCAPING.

PROJECT:
SIM PARK — Site No. SAC-124-G
SITE ADDRESS:
6141 LOGAN STREET
SACRAMENTO, CA 95828

REVISIONS

NO.	DESCRIPTION:	DATE:	BY:
1	90% ZONING DOC'S	1-24-06	VRT
2	100% ZONING DOC'S	2-1-06	VRT
3	REV. 100% ZONING DOC'S	2-17-06	RLS
4	REV. 100% ZD'S (90% APPROV.)	2-23-06	JMR
5	REV. 100% ZD'S	3-10-06	VRT
6	REV. 100% ZD'S	5-8-06	CDH
7	REV. 100% ZD'S	6-5-06	VTL
8			
9			

PREPARED FOR:
metroPCS
785 ORCHARD DR. ste. 200
FOLSOM, CA. 95630

APPROVALS

DATE	BY:

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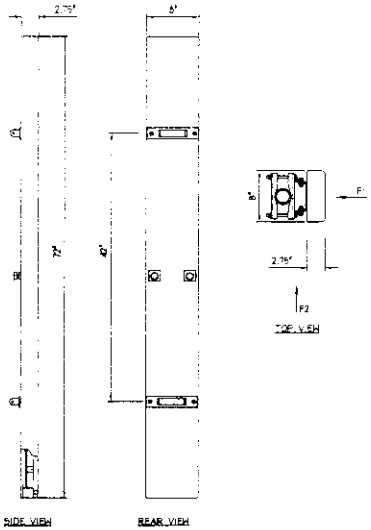
Peek Site-Com
853 Lincoln Way, Suite 106
Auburn, California 95603
Phone (530) 885-6160
E-Mail info@peeksitecom.com

DRAWING TITLE
SITE PLAN

SEAL: REGISTERED PROFESSIONAL ENGINEER — CHRIS OLTMAN — STATE OF CALIFORNIA

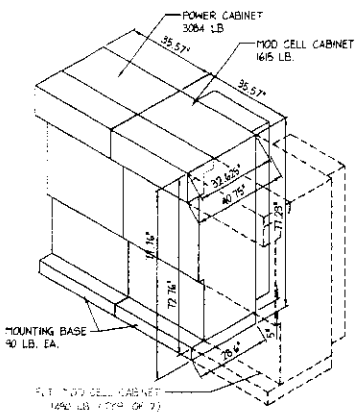
DRAWN BY: VRT		PROJECT NO. SAC-124-G
CHECKED BY:		CADD FILE NO.
SCALE: AS NOTED		DRAWING NO. A-1
DATE: 1-24-06		
PRINTED:		SHEET OF

CITY
AGREEMENT NO. 2006-1064



TYP. ANTENNA DETAIL

SCALE: N.T.S. MODEL: RR65-19-00DP

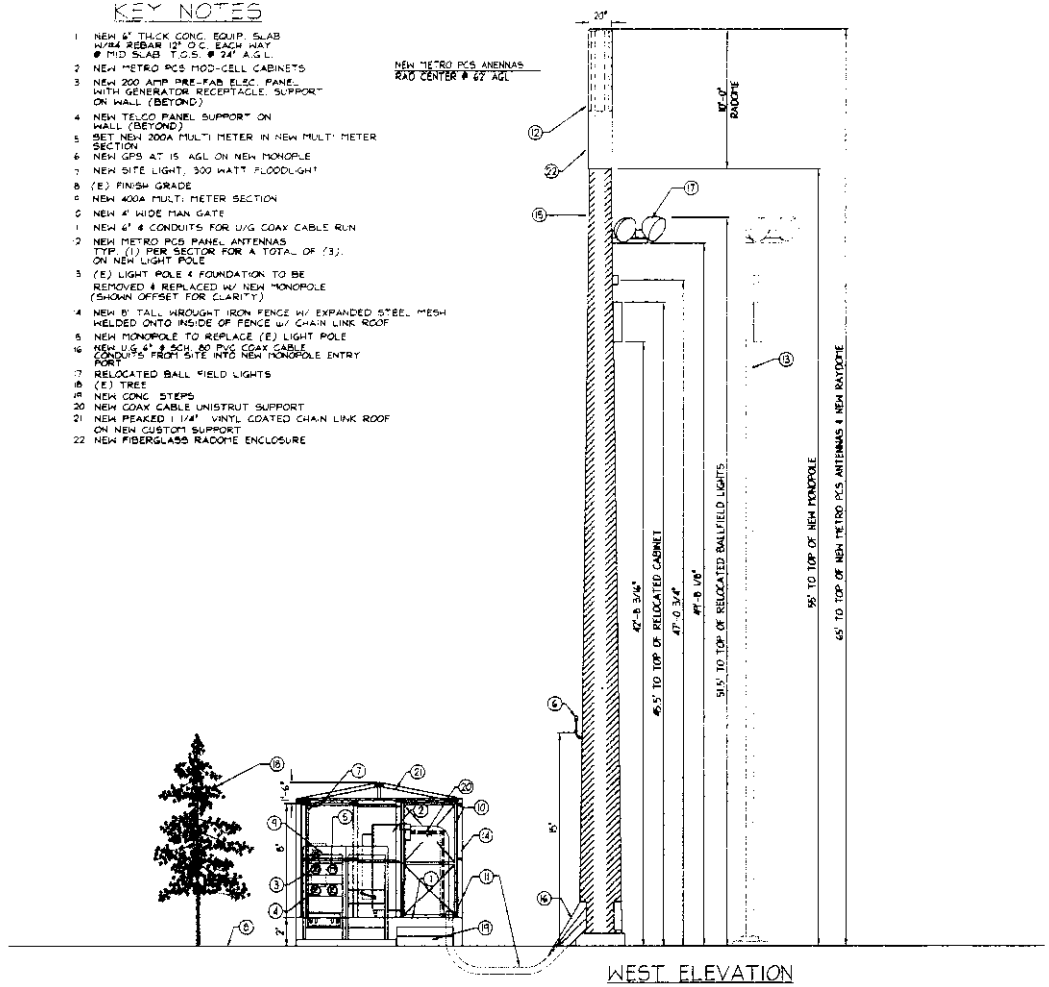


TYP. CABINET DETAIL

SCALE: N.T.S.

KEY NOTES

1. NEW 6" THICK CONC. EQUIP. SLAB W/#4 REBAR 12" O.C. EACH WAY @ MID SLAB T.O.S. @ 24" A.G.L.
2. NEW METRO PCS MOD-CELL CABINETS
3. NEW 200 AMP PRE-FAB ELEC. PANEL WITH GENERATOR RECEPTACLE. SUPPORT ON WALL (BEYOND)
4. NEW TELCO PANEL SUPPORT ON WALL (BEYOND)
5. SET NEW 200A MULTI METER IN NEW MULTI METER SECTION
6. NEW GPS AT 15' AGL ON NEW MONOPLE
7. NEW SITE LIGHT, 300 WATT FLOODLIGHT
8. (E) FINISH GRADE
9. NEW 400A MULTI METER SECTION
10. NEW 4' WIDE MAN GATE
11. NEW 6" ϕ CONDUITS FOR U/G COAX CABLE RUN
12. NEW METRO PCS PANEL ANTENNAS TYP. (1) PER SECTOR FOR A TOTAL OF (3). ON NEW LIGHT POLE
13. (E) LIGHT POLE & FOUNDATION TO BE REMOVED & REPLACED W/ NEW MONOPOLE (SHOWN OFFSET FOR CLARITY)
14. NEW 8' TALL WROUGHT IRON FENCE W/ EXPANDED STEEL MESH WELDED ONTO INSIDE OF FENCE W/ CHAIN LINK ROOF
15. NEW MONOPOLE TO REPLACE (E) LIGHT POLE
16. NEW U.G. 6" ϕ SCH. 80 PVC COAX CABLE CONDUITS FROM SITE INTO NEW MONOPOLE ENTRY PORT
17. RELOCATED BALL FIELD LIGHTS
18. (E) TREE
19. NEW CONC. STEPS
20. NEW COAX CABLE UNISTRUT SUPPORT
21. NEW PEAKED 1 1/4" VINYL COATED CHAIN LINK ROOF ON NEW CUSTOM SUPPORT
22. NEW FIBERGLASS RADOME ENCLOSURE



WEST ELEVATION

SCALE: 1/4"=1'-0"

PROJECT: SIM PARK Site No. SAC-124-G

SITE ADDRESS: 6141 LOGAN STREET SACRAMENTO, CA 95828

REVISIONS

NO.	DESCRIPTION	DATE	BY
1	90% ZONING DOC'S	1-24-06	VRT
2	100% ZONING DOC'S	2-1-06	VRT
3	REV. 100% ZONING DOC'S	2-17-06	PLS
4	REV. 100% ZD'S (0% ANTENNA)	2-23-06	JMR
5	REV. 100% ZD'S	3-10-06	VRT
6	REV. 100% ZD'S	5-8-06	CDH
7	REV. 100% ZD'S	6-5-06	vrt
8			
9			

PREPARED FOR:

metro PCS

785 ORCHARD DR. ste. 200
FOLSOM, CA. 95630

APPROVALS

DATE:	BY:

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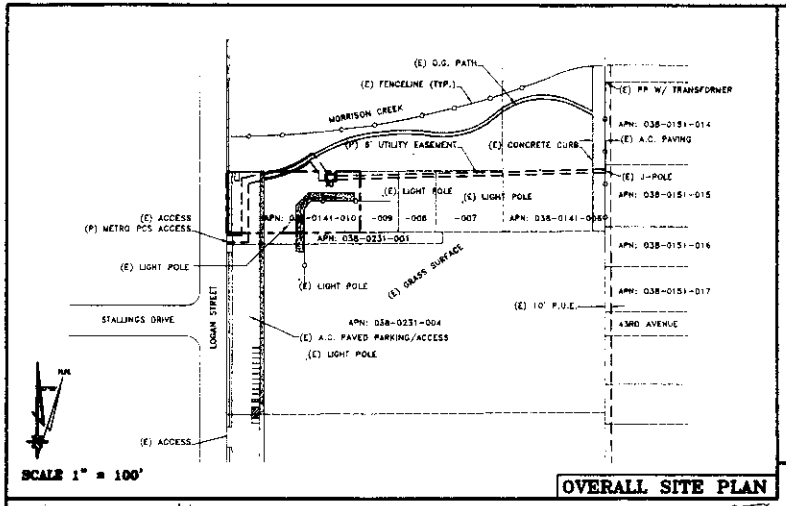
Peek Site-Com
853 Lincoln Way, Suite 106
Auburn, California 95603
Phone (530) 885-6160
E-Mail info@peeksitecom.com

DRAWING TITLE: ELEVATIONS

SEAL: REGISTERED PROFESSIONAL ENGINEER CHRIS OLIVERA NO. C 53497 EXP. 06/30/06 CIVIL STATE OF CALIFORNIA	DRAWN BY: VRT	PROJECT NO: SAC-124-G
	CHECKED BY:	CADD FILE NO.
	SCALE: AS NOTED	DRAWING NO. A-2
	DATE: 1-24-06	
	PRINTED:	SHEET OF

CITY AGREEMENT NO. 2006-1064



SCALE 1" = 100'

OVERALL SITE PLAN

Geil Engineering
Engineering * Surveying * Planning
1226 High Street
Auburn, California 95603-5225
Phone: (530) 885-0428 * Fax: (530) 823-1309

METRO PCS
PCS Equipment A.C.A.C. Survey Form

Project No./Name: SAC-1240 Sim Park

Project Site Location: 6207 Logan Street
Sacramento, CA 95824

Date of Observation: 01-19-06

Equipment/Procedure Used to Obtain Coordinates: Trimble Pathfinder Pro XL post processed with Pathfinder Office software.

Type of Antenna Mount: Stadium Light Replacement

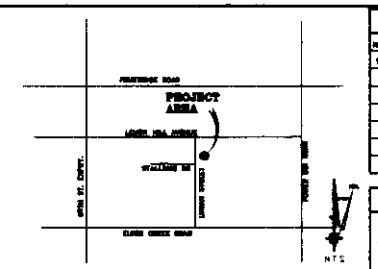
Number of Antennas Observed: 3

NAD 83 Coordinates	NAD 27 Coordinates
Latitude: 38° 30' 52.94"	Latitude: 38° 30' 53.27"
Longitude: 121° 24' 52.15"	Longitude: 121° 24' 48.32"

ELEVATION of Ground at Base of Proposed Structure (NAVD88): 34.5' AMSL
STRUCTURE HEIGHT: (Top of Pole): 46.0' AGL
OVERALL HEIGHT: (Top of Light): 51.5' AGL

CERTIFICATION: I, the undersigned, do hereby certify elevation listed above is based on a field survey done under my supervision and that the accuracy of those elevations meet or exceed 1-A Standards as defined in the FAA ASAC Information Sheet 51-055, and that they are true and accurate to the best of my knowledge and belief.

Kenneth D. Geil California R.C.E. 14803 Date



SACRAMENTO, CA

VICINITY MAP

DATE OF SURVEY: 01-19-06

SURVEYED BY OR UNDER DIRECTION OF: KENNETH D. GEIL, R.C.E. 14803

LOCATED IN THE COUNTY OF SACRAMENTO, STATE OF CALIFORNIA

BEARINGS SHOWN ARE BASED UPON MONUMENTS FOUND AND RECORD INFORMATION. THIS IS NOT A BOUNDARY SURVEY.

ELEVATIONS SHOWN ON THIS PLAN ARE BASED UPON U.S.G.S. N.A.V.D. 88 DATUM ABOVE MEAN SEA LEVEL.

N.G.V.D. 1929 CORRECTION: SUBTRACT 2.44' FROM ELEVATIONS SHOWN.

CONTOUR INTERVAL: N/A

THE LATITUDE AND LONGITUDE WERE DETERMINED USING TRIMBLE PATHFINDER PRO XL G.P.S AND UTILIZING PATHFINDER DIFFERENTIAL CORRECTION SOFTWARE AT LOCATION SHOWN HEREON.

LAT.: 38°30'52.94" NAD 83
LONG.: 121°24'52.15" NAD 83

LAT.: 38°30'53.27" NAD 27
LONG.: 121°24'48.32" NAD 27

THIS SURVEY MEETS OR EXCEEDS FAA 1A ACCURACY TOLERANCES.

SITE NAME & NUMBER: SAC-1240 / SIM PARK

SITE ADDRESS: 6207 LOGAN STREET
SACRAMENTO, CA. 95824
SACRAMENTO COUNTY

ASSESSOR'S PARCEL NUMBER: 038-0151-010

CURRENT ZONING: N/A

OWNER(S): CITY OF SACRAMENTO
915 I STREET #300
SACRAMENTO, CA 95814

SITE CONTACT: JIM MORAN
707-862-4483

SAC-1240 SIM PARK
Lease Area Description

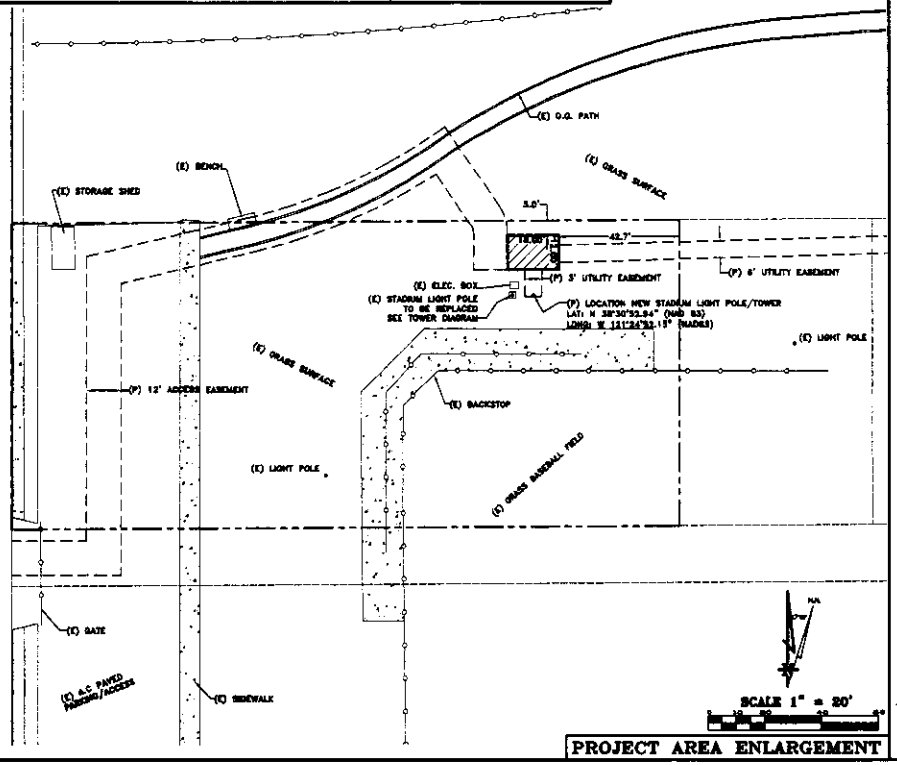
All that certain lease area being a portion of Lot 22 of South Sacramento Gardens as is Recorded of Book 14 of Maps at Page 46, Official Records of Sacramento County, California and being a portion of the Southwest 1/4 of Section 27, Township 8 North, Range 5 East, M.D.B. & M. being more particularly described as follows:

Commencing at a pk nail set for the centerline intersection of Logan Street and Stallings Drive as is shown on the map of Sunrise South being Recorded of Book 124 of Maps of Page 16, Official Records of Sacramento County, California, from which a similar monument set along the centerline of Logan Street bears North 00°22'23" West 323.90 feet; thence from said point of commencement North 38°18'45" East 313.20 feet to the True Point of Beginning; thence from said point of beginning North 00°20' West 12.00 feet; thence North 89°40' East 15.50 feet thence South 00°20' East 12.00 feet; thence South 89°40' West 15.00 feet to the True Point of Beginning.

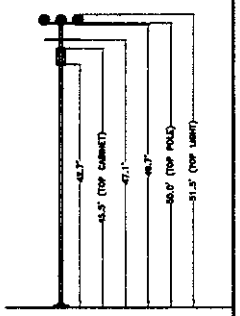
Together with an easement for utility purposes six feet in width the centerline of which is described as follows: Beginning at the midpoint on the East boundary of the above described lease area; thence from said point of beginning North 00°20'20" East 473.4 feet more or less to the existing joint utility pole.

Also together with an easement for utility purposes three feet in width the centerline of which is described as follows: Beginning at the midpoint on the South boundary of the above described lease area; thence from said point of beginning South 00°20' East 5.5 feet more or less to the proposed light pole / tower; thence up, over and upon said tower as is necessary to install, operate and maintain necessary communications equipment.

Also together with an easement for ingress and egress 12 feet in width the centerline of which is described as follows: beginning at a point which bears South 89°40' West 6.00 feet from the Southeast corner the above described lease area; thence North 00°20' West 13.07 feet; thence through a tangent curve to the Left having a radius of 10 feet a distance of 5.34 feet; thence North 34°54'45" West 27.80 feet; thence through a non-tangent curve to the Right having a radius of 211 feet and a chord which bears South 68°52'25" West 72.00 feet; thence South 79°38'07" West 53.61 feet; thence South 00°01'40" West 102.11 feet; thence North 89°58'12" West 22.5 feet more or less to the public right of way more commonly known as Logan Street.



PROJECT AREA ENLARGEMENT



TOWER DIAGRAM

REVISIONS

NO.	DESCRIPTION	DATE	BY
1	DOM ZONING DOC'S	01-20-06	NR

PROJECT

SIM PARK
SAC-1240
6207 LOGAN STREET
SACRAMENTO, CA 95828
SACRAMENTO COUNTY

CONTACTS

METRO P.C.S.
785 ORCHARD DR
FOLSOM, CA 95630

CONTACT: JIM MORAN
PH: (707) 862-4483
FAX: (916) 584-3201

GEIL ENGINEERING
ENGINEERING * SURVEYING * PLANNING
1226 HIGH STREET
AUBURN, CALIFORNIA 95603
phone: (530) 885-0428
fax: (530) 823-1309

BOUNDARY SHOWN IS BASED ON INFORMATION FOUND AND RECORD INFORMATION. THIS IS NOT A BOUNDARY SURVEY. THIS IS A SPECIALIZED TOPOGRAPHIC MAP WITH PROPERTY LINES AND EASEMENTS BEING A GRAPHIC DEPICTION BASED ON INFORMATION GATHERED FROM VARIOUS SOURCES OF RECORD AND AVAILABLE MONUMENTATION FOUND DURING THE FIELD SURVEY. NO EASEMENTS WERE RESEARCHED OR PLOTTED. PROPERTY LINES AND LINES OF TITLE WERE NOT RESEARCHED AND SURVEYED EXCEPT AS SHOWN ON THIS PLAN. NO PROPERTY MONUMENTS WERE SET.

APPROVALS

DATE	BY:

DRAWN BY: N. ROHDE

CHECKED BY: K. GEIL

SHEET TITLE

PLOT PLAN AND SITE TOPOGRAPHY

SHEET NUMBER

C-1

CITY AGREEMENT NO. 2006-1064

RESOLUTION NO. 2006-711

Adopted by the Sacramento City Council

October 3, 2006

AGREEMENT: ISSUANCE OF A REVOCABLE PERMIT WITH METRO PCS FOR A CELL TOWER AT SIM PARK

BACKGROUND

A. On July 13, 2006, the City Planning Department approved a request to allow cellular antenna panels and related equipment on a baseball field light standard at Sim Park. The proposed telecommunication facility consists of 6 antennas that will be mounted on a 65 foot light standard pole. A vicinity map, site surveys and elevation drawings are attached as Exhibits "A" and "B".

B. An Agreement for Issuance of a Revocable Permit has been negotiated with Metro PCS for installation of communication equipment and antennas on a light standard at Sim Park. The initial term of the agreement is 10 years, with a 10 year renewal option. Permit fees begin at $18,000 per year with annual increases of 5%. All costs of installation and maintenance of equipment are the responsibility of the Permittee.

C. Proceeds collected under this Agreement with Metro PCS will be allocated to a Neighborhood Enhancement Program/Project for Council District 6.

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

Section 1. The City Manager is hereby authorized to execute the Agreement for Issuance of a Revocable Permit with Metro PCS for installation and maintenance of communications equipment at Sim Park.

Section 2. The Finance Director is authorized to establish the necessary financial accounts needed for the administration of the Neighborhood Enhancement Program/Project that will be funded from proceeds of this Agreement.

Table of Contents:

Exhibit A: (Location map) Page 2
Exhibit B: (Site Drawings) Pages 3-6

Adopted by the City of Sacramento City Council on October 3, 2006 by the following vote:

Ayes: Councilmembers, Fong, Hammond, McCarty, Pannell, Sheedy, Tretheway, Waters, and Mayor Fargo.

Noes: None.

Abstain: None.

Absent: Councilmember Cohn.

Mayor, Heather Fargo

Attest:

Shirley Concolino, City Clerk

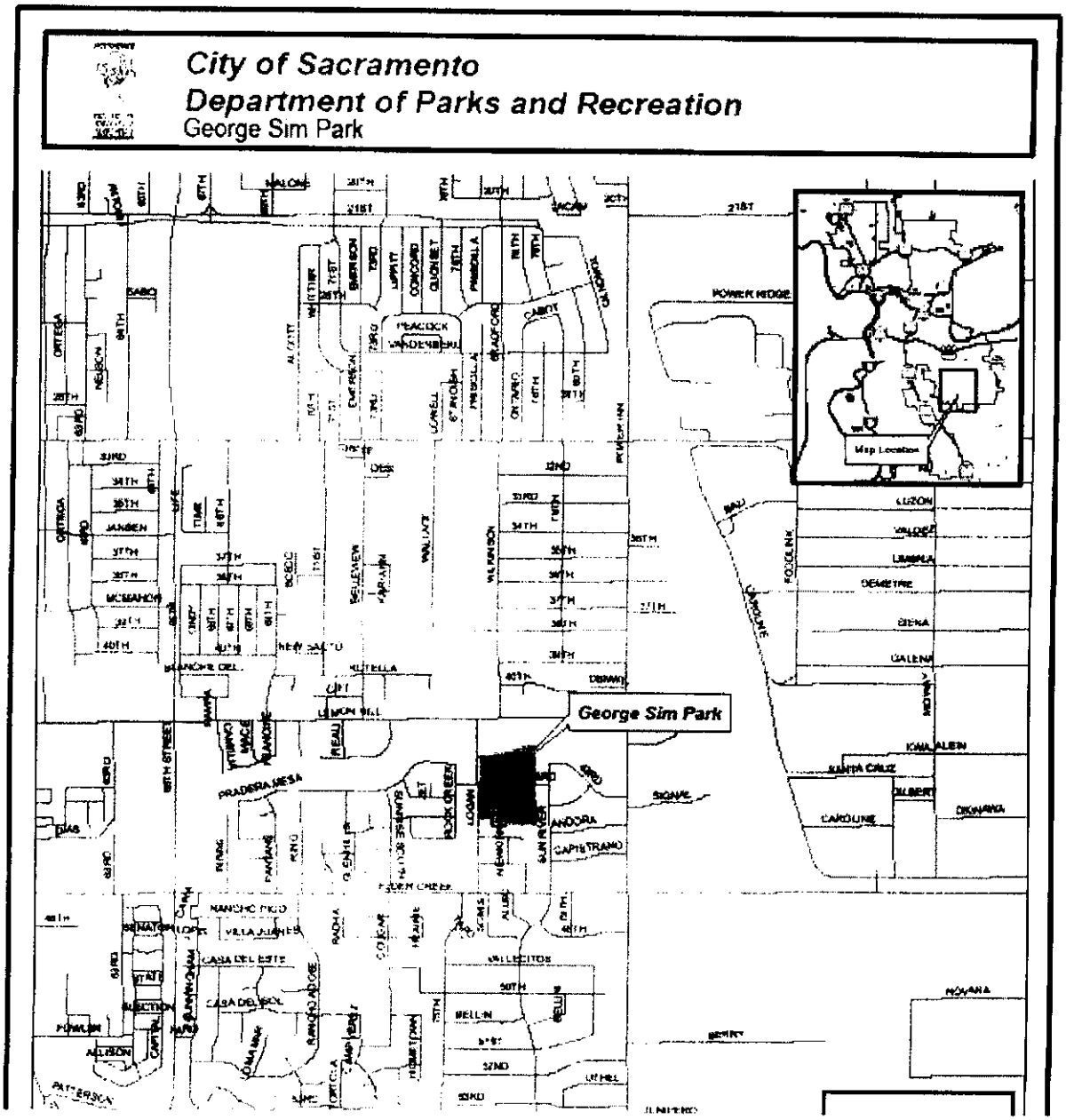



Exhibit A – Location Map