City of Brisbane Agenda Report

TO: Honorable Mayor and City Council

FROM: Director of Public Works/City Engineer via City Manager

SUBJECT: Communications Site Lease Agreement

DATE: November 16, 2009

City Council Goals:

To design infrastructure and public facilities to be efficient, cost effective and to contribute to the cohesion and character of the community. (#2)

Purpose:

To forward a land lease agreement to the City Council for their review/approval. Citywide values that will be furthered by this action are Creativity and Convenience; this is an innovative solution to the increased demand for wireless services which provide the access and interconnectivity expected by our citizens.

Recommendation:

- 1. Approve the Communications Site Lease Agreement with West Coast Towers, LLC, with the condition that recommendation 2 be completed prior to execution of the agreement, and authorize the Mayor to sign on behalf of the City, and the Chair to sign on behalf of the Brisbane Public Finance Authority.
- 2. The Lessee shall fund a Radio Frequency Analysis to confirm that based on expected field strengths of anticipated antenna arrays, the existing emitters and the new site will not exceed the Federal Communication Commission's current prevailing standard for limiting human exposure to RF energy.

Background:

The City enacted an ordinance that imposed a moratorium on wireless telecommunications facilities within 600 feet from the boundary of any residential zone. After that imposition, the City Council considered a request from MetroPCS for placement of a sixty-five foot (65') monopole, including positions for three antenna arrays, at 50 Park Place.

The 5/17/04 staff report (attached) included a detailed analysis completed by an independent consultant of alternative sites, and an independent Radio Frequency (RF) Analysis that confirmed the exposure levels for employees of City Hall and neighboring business would not exceed the Federal Communications Commission's (FCC) current prevailing standard for limiting human exposure to RF energy. After discussion, the site lease agreement with MetroPCS was approved. MetroPCS subsequently installed the monopole, as well as an antenna array and ground equipment for their wireless communications operations.

The Planning Commission approved Sprint PCS' request to mount their antenna arrays on the monopole at their 7/6/07 meeting (staff report attached).

Two of the three antenna array positions are presently occupied (MetroPCS, Sprint); the third position at the top of the monopole is reserved for the city's use per the site lease agreement with MetroPCS. An attorney for the current tower owner has opined that the agreement does not give the City the right to sublease its reserved position.

Although AT&T has executed a ground lease with the city, there is no available pole position for their antenna array on the existing monopole; accordingly, they continue to operate out of the 298 San Bruno Avenue site. The city has also fielded recent inquiries from Clearwire Communications and T-Mobile regarding locations for a ground lease. City staff has heard from these companies that the existing monopole does not have the structural capability to allow vertical extension. Even if such capability existed, the height increase would have to be approved as a variance to the seventy foot (70') height limit specified in BMC Section 17.32.035.G.3.

Discussion:

Previous Council actions, staff reports, and independent studies have identified 50 Park Place as the preferred location for a wireless telecommunications site. The existing monopole does not have capacity for additional antenna arrays, and the remodeled City Hall parking lot does not readily accommodate additional contiguous ground lease space even if the pole were replaced with a taller unit.

The demand for wireless communications sites continues to grow; the city now has three companies looking for potential sites, including one carrier that presently operates in a Central Brisbane residential area. The revision to the City Hall project designed to incorporate the "rain garden" stormwater treatment project has created an unused concrete area at the southwest corner of the building. This area could accommodate the new monopole considered in the proposed lease agreement, and could also accommodate the ground space needs of the wireless carriers.

If the Council is willing to execute a second telecommunications monopole ground lease, then staff is also recommending that a follow-on Radio Frequency Analysis be completed to ensure that the addition of new emitters will not exceed the FCC's RF exposure limits for humans who will be inside or outside of 50 Park Place and other adjoining properties.

Fiscal Impact:

The monthly lease from the tower operator will be \$500 per month. Any communications carriers who elect to sublease a pole position from the Lessor will also have to enter into a separate ground lease agreement with the city.

Measure of Success

Ultimately, the installation of a second monopole and associated ground equipment that meets local residents' demands for cell phone service, that is sited pursuant to city ordinances on proximity to residential areas, that complies with the FCC's RF exposure limits, and that additionally provides a revenue stream to the city.

Attachments:

- City Council staff report for 5/17/04 meeting
- Planning Commission staff report for 7/6/07 meeting
- Communications Site Lease Agreement with West Coast Towers, LLC

Director of Public Works/City Engineer

Communications Site Lease Agreement

City of Brisbane Agenda Report

1():

Mayor and City Council

FROM:

William Prince. Community Development Director

DATE:

May 17, 2004

SUBJECT: Metro PCS Monopole and Cell Antennas

RECOMMENDATION: Receive staff report and approve proposed monopole and equipment

BACKGROUND & DISCUSSION

As previously reported by the City Attorney (Exhibit 'A' dated March 1, 2004), the staff met with representatives of Metro PCS to explore alternative locations outside of residential areas, after further proceedings on the Council initiated appeal of the 298 San Bruno Avenue (church) site were suspended. Because the City subsequently adopted an urgency ordinance imposing a moratorium on wireless telecommunication facilities within 600 feet from the boundary of any residential zone, the alternative locations were chosen with the intent of meeting that standard, even though the use permit for the original site was not subject to the new ordinance. On the other hand, Metro PCS needed a site that would provide adequate coverage

The city retained an independent consultant. From Tier (A Tynan Group Company), to review the analysis of the alternative sites submitted by Metro PCS. The sites looked at included. Ice House Hill, City Hall, and the pump station on Valley Drive. It should be noted that other sites were also considered and rejected because they could not provide adequate service coverage

After reviewing the radio frequency information presented by Metro PCS on the alternative sites, the City's consultant concluded that the City Hall site was the best option for both Metro PCS, with regard to service coverage, and for the City, in terms of both being at least 600 feet away from any residential zone and providing a rental income to the benefit of the community through the City (Exhibit 'B' letter of February 16, 2004). It should be noted, that the consultant specifically reviewed the site coverage. map for the Ice House Hill location (Exhibit 'C') and came to the conclusion that it would interfere with existing sites in the Metro PCS network. As can be seen from the site coverage map, Ice House Hill would also be an inefficient location, in that it would cover a large area towards San Francisco Bay that wouldn't be utilized

The monopole antenna facility was originally proposed to be located at the southwest corner of City Hall However, after further investigation it was determined that said location would conflict with the location of the City's emergency generator. In addition, the location adjacent to City Hall did not provide adequate ground space for the equipment of other potential providers. Consequently, it was determined that the currently proposed location, across the parking lot from the originally proposed location, would better meet current and future needs.

In the meantime, a radio frequency analysis was performed (3/25/04) and subsequently updated (5/13/04), by Diamond Services (Exhibit 'D'), indicating the radio frequency (RF) field strength and the degree of compliance with FCC standards. The updated report was to clarify the difference in the RF field strength from the already existing antenna on City Hall and the relocation of the monopole to the site across the City Hall parking lot. The revised report indicates that the RF level at ground level was 0.25% of the limit for general public uncontrolled exposure and that the RF level on the roof of City Hall was 0.86% of the limit. The roof level would be expected to be higher, because at roof level a person would be closer to the RF field around the antenna than at ground level. Both of these readings are below the levels associated with the previous location of the monopole adjacent to City Hall. Clearly, both readings are well below the FCC limit.

Because City property is not subject to the City's Zoning Regulations no use permit is required. Thus, the typical vehicle by which an entitlement can be granted while ensuring compliance with the City's standards, was not available. However, in this case, these issues can be addressed, as necessary, in the lease or by incorporated into the plans for a building permit. Two issues that should be addressed are a requirement that all signage be approved by the City and that the color of the monopole facility and the fencing around the equipment area be as required by the City. It should be noted that, while the fencing should provide adequate screening, no landscaping is being proposed.

The proposed monopole antenna facility is 65 feet high and provides room for the location of the Public Works Department communication facilities at the top. The Metro PCS facilities would be located below the City's communication facilities. Two additional ports will provide the potential for two additional providers, below the City and Metro PCS facilities (Exhibit 'E' site plan & elevations). While the pole is tall, it will largely be seen against the backdrop of the 20 foot tall industrial buildings in the foreground with, depending on orientation, views of San Bruno Mountain, the baylands, and the sky in the background. Elevation plan (sheet A-3) indicates the proposed color of the monopole would be forest green. Staff believes this is not the most desirable color. Staff recommends that a non-shiny light gray or grey-blue color would be less intrusive from the primary residential (east to west) view shed.

The site plan (A-1) shows the that the ground equipment area would be located, adjacent to the monopole, in the southwest corner of the City Hall parking lot on a 10 foot by 25 foot concrete slab enclosed by a 6 foot high fence. This is the area that would be leased from the City. The elevation plan, previously mentioned (A-3), shows the ground equipment cabinets and the fence. The fence is proposed to be chain link with green slats. Because the proposed green color would not blend in well with the industrial buildings in the background, staff recommends that the fence slats be grey

The City Attorney has provided a separate report that provides an update on the details the proposed lease arrangement with Metro PCS

Page	Three
Metro	PCS

FISCAL IMPACTS. Fiscal benefits include monthly rent on the ground lease, installation of the City equipment, at applicant's expense, and City use of the monopole.

William Prince, Community Development Director

City Manager

May 17 2004

Metro PCS project

List of Attachments Exhibits

- A. City Attorney Council Report for the meeting of March 1, 2004
- B City Consultant (Front Tier A Tynan Group Company) letter of February 16, 2004
- C Site Coverage Map for Ice House Hill location
- D Radio Frequency Analysis report from Diamond Services dated, March 25, 2004
- E. Photo Simulations

City of Brisbane Agenda Report

TO:

Honorable Mayor and City Council

FROM:

Hal Toppel, City Attorney

SUBJECT:

Status of Metro PCS Application

DATE:

For Council Meeting on March 1, 2004

RECOMMENDATION:

Suspend further proceedings on the appeal while an alternative location at City Hall is being considered and negotiated. If final agreement for the alternative location is reached, the original application for the site at 298 San Bruno Avenue can be withdrawn and the appeal will become moot.

BACKGROUND AND DISCUSSION:

Following the conduct of the public hearing on the Council-mitiated appeal on the use permit granted to Metro PSC for a wireless telecommunications facility at 298 San Bruno Avenue, City staff met with representatives from Metro PCS to explore alternative locations outside of residential areas. At the suggestion of the City, several sites were investigated including City Hall, the pump station on Valley Drive, and Ice House Hill. The engineering studies indicated that City Hall would be a preferred location. In fact, this location will provide even better coverage than the original church site on San Bruno Avenue.

The City Engineer is now meeting with the Metro PCS engineers to work out the technical details for placement of an antenna on the City Hall property. The exact location and utility service for the antenna and related equipment needs to be determined. Part of this arrangement will include making space available on the antenna for the City's own communication facilities.

Since the facility will be located on City land, the land use entitlement will be in the form of a lease agreement rather than a use permit. A proposed draft of a lease has been submitted by Metro PSC and is being reviewed by the City Staff. Various issues still need to be resolved, such as the amount of rent payable to the City, the term of the lease, use of the antenna by other telecommunications services, and ownership of the antenna upon termination of the lease. After the initial negotiations with Metro PCS have been

completed at the staff level, the proposed lease agreement will be presented to the City Council for review and approval

FISCAL IMPACT/FINANCING ISSUES:

If the City enters into a lease agreement with Metro PCS, the City will derive fiscal benefits from this agreement in form of monthly rent, installation of City equipment at the tenant's expense, and use of the antenna for municipal purposes at no cost to the City

Attorney City Manage



Lebruary 16, 2004

Mr. William Prince City of Brisbane 50 Park Place Brisbane, CA 94005 PRODUNCE TO SERVICE Biogrossians

Subject: Third Party Review of metroPCS Wireless Communication Facility

Dear Bill,

It was a pleasure meeting with you, City staff, and members of the metroPCS team on February 4, 2004 to discuss metroPCS proposed wireless communication facility in Brisbane. I submit this letter to assist the City in the decisions remaining to be made in the process of the development of metroPCS wireless communication facility.

Overview

Upon visiting the existing and proposed facilities and reviewing the radio frequency information presented by metroPCS, I am confident that, of the options presented, the City Hall site represents the best option for metroPCS with regard to service coverage. That said, I also believe the City Hall site best serves the interests of the community in that the facility would not be located in a residential area and the rental income would belong to the City and its residents (this is also true for the ground space utilized by future collocations).

I felt that all parties left that meeting feeling that a consensus had been reached and the City is able to proceed with informed decisions with the best interests of the community in mind.

Recommendations

Regarding a facility at City Hall, I would like to provide the following recommendations and comments:

- Ensure that any support structure is structurally engineered to accommodate future collocation opportunities.
- When appropriate, be sure to require metroPCS to install extra conduit or other relevant infrastructure that would facilitate future collocations with as minimal impact as possible on the site.
- If the City is concerned about the visual impact of the support structure, explore design/stealthing options such as a water tank or a tree (for example). You would likely get some resistance from metroPCS if you proposed such a design due to added project costs. Also, the footprint of such a design may impact the City Hall site more than the City desires. My impression was that the future installation of

- photocolinic cells on the roof of City Hall would preclude locating a wireless facility or facilities on the roof.
- The representatives of metroPCS discussed utilizing a "slim-line" pole, which would house the antennas flush against the pole within a "radome". This is a good option that keeps the anrennas out of view, as opposed to a "top hat" or triangular configuration, which you may be familiar with.
- Work with metroPCS to develop a site that meets the City's needs and desires in terms of landscaping & screening, fencing, color, etc.
- Ensure that the location of a support structure does not preclude collocations on the lower portions of the structure due to potential signal interference with regard to proximity to any buildings or vegetation.
- Retain the right to collect tent for ground space utilized by service providers collocating in the future.
- With regard to rent, I do not know monthly rents that metroPCS pays at facilities similar to the one proposed. This is not public information. However, based on my experience, I recommend beginning negotiations in a range between \$1,500.00 and \$2,000.00 per month. I would encourage the City to not settle for less than \$1,000.00 per month.
- To protect the Ciry's interests, you may wish to draft lease documents with provisions for the following:
 - * termination:
 - removal of the facility and restoration of the site to its previous condition in the case of termination;
 - resolution of any potential issues regarding interference with City communication facilities;
 - maintenance and appearance of the site;
 - assignment of the lease; and
 - approvals and compensation for the installation of additional antennas or equipment.

Conclusion

Again, it was a pleasure meeting you and the other attendees of our meeting, as well as becoming familiar with the City of Brisbane. I trust that the above recommendations will assist the City in making informed and confident decisions with regard to the proposed facility now and in the future.

I will forward a bill for my services in early March 2004.

Mr. William Prince Debruary 16, 2004 Page 3

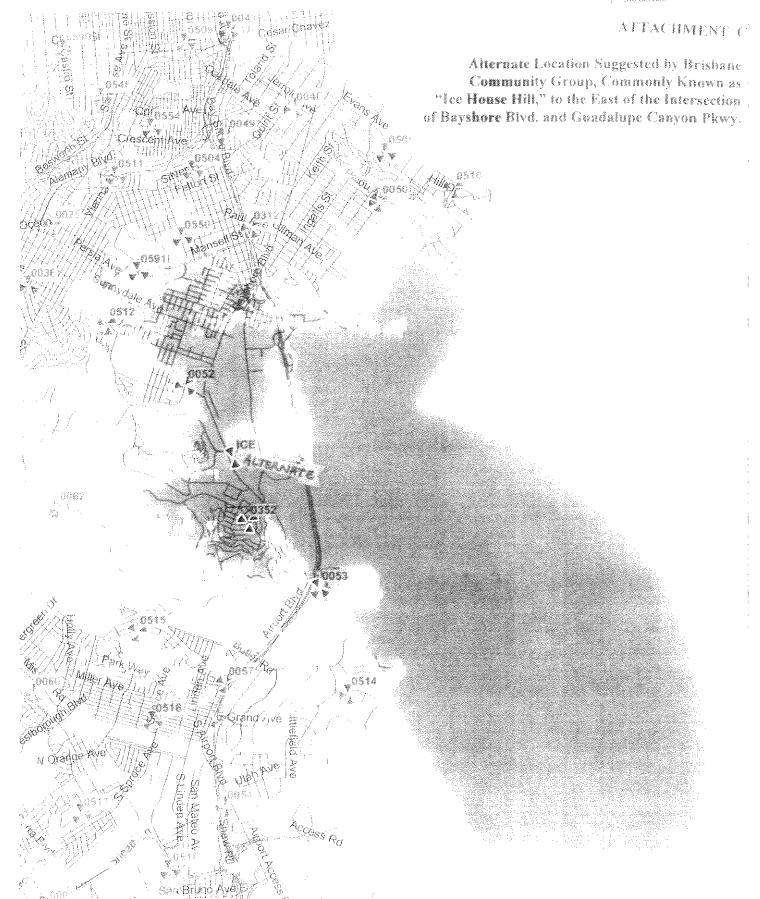
Please do not bestate to call me if you have any questions. I would be more than happy to assist you. You may reach me at (805) 898-0567 or (805) 455-4988 (mobile).

Smeerely,

Steven M. Fort

Senior Planner

Coverage Legend in-Building In-Vehicle Outdoo [:Ne Service





Diamond Services

3860 Industrial Way Benicia, CA 94510 Phone: 707 751-5900 Fax: 707 751-5901

RADIO FREQUENCY ANALYSIS
PROPOSED PERSONAL COMMUNICATION SYSTEM
BASE STATION
metroPCS SITE NO. SFA-Z08-352B
"BRISBANE CITY HALL"
50 PARK PLACE,
BRISBANE, CALIFORNIA

By: Diamond Services Date 05/13/2004

Report Summary

Based upon information provided by metroPCS and through physical verification of the emitted RF field strength, and through calculations of expected field strength, it is the engineer's opinion that the proposed metroPCS Personal Communication System (PCS) site which will be located at 50 Park Place. Brisbane, California will comply with the FCC's current prevailing standard for limiting human exposure to RF energy. Therefore, no significant impact on the environment or general population is expected. The measured and calculated effectromagnetic field strength in normally publicly accessible areas is less than the existing standard allows for general population uncontrolled exposure.

At this site, there are two existing omnidirectional antennas installed on the roof of City Hall. The measured RF levels are primarily from these two existing antennas.

Measured RF values

The maximum measured RF level on the roof was 32.67% of the limit for general public uncontrolled exposure. The maximum measured RF level at ground level was 1.30% of the limit for general public uncontrolled exposure.

Calculated RF values from proposed metroPCS entennas

The maximum calculated additional field strength at roof level from the proposed metroPCS antennas is 0.86% of the limit for general public uncontrolled exposure

The maximum calculated additional field strength at ground level from the proposed metroPCS antennas is 0.25% of the limit for general public uncontrolled exposure

Combined measured and calculated RE values

At roof level, the combined effect of the measured RF level and the maximum calculated additional contribution from the proposed metroPCS antennas is 33.53% of the existing standard for general population uncontrolled exposure.

At ground level, the combined effect of the measured RF level and the maximum calculated additional contribution from the proposed metroPCS antennas is 1.55% of the existing standard for general population uncontrolled exposure

General Recommendations

Maintenance personnel should be instructed to notify the appropriate Carrier prior to working in front of any transmitting antenna

RF warning signs should be posted at the base of the monopole

Background

Diamond Services¹ has been retained by metroPCS to conduct a Radio Frequency (RF) electromagnetic field analysis for a proposed PCS site to be located at 50 Park Place. Brisbane, California. This analysis consists of a review of the site conditions, measurement of the RF field strength at roof and ground level calculation of the expected contribution by the new metroPCS antennas, and the provision of a comparison of the estimated field strength with the Federal Communication. Commission (FCC) recommended guidelines, for human exposure to RF electromagnetic fields.

Site Description

Based upon the drawings and observations at the site, two omnidirectional antennas are mounted on the adjacent building. Three proposed metroPCS panel antennas will be mounted on a new monopole. The monopole will be installed southwest of City Hall, at the parking lot boundary. The antenna heights will be approximately 57 - 8" (to bottom of antennas) above ground level.

RF Field Strength Survey Methodology

Matt Runte, of Diamond Services utilized a Holaday HI-4460 RF field strength survey meter with model HI-4455 probe to quantify the RF field strength at various points at roof and ground level. The calibration date for the Holaday HI-4455 probe is May 28, 2003. The maximum field at roof level was 0.0130 mW/cm², measured in the Southeasterly portion of the roof. The maximum field at ground level was 0.006 mW/cm², measured at the Southwest corner of the building

The survey was performed on 03/24/2004 at approximately 10/00/00 AM

RF Field Strength Calculation Methodology

A generally accepted method is used to calculate the expected RF field strength. The method uses the FCC is recommended equation, which predicts field strength on a worst case basis by doubling the predicted field strength. The following equation is used to predict maximum RF field strength.

Equation 1
$$= S = \frac{(S) \cdot PG}{4\pi \cdot R} = \frac{PG}{\pi \cdot R} = \frac{FRP}{\pi \cdot R}$$

Where

S power density

P r power input to the antenna

G power gain of the antenna in the direction of interest relative to an isotropic radiator

R distance to the center of radiation of the antenna-

Using a maximum effective radiated power of 616 waits, and a down tilt of 5°, the maximum calculated field strength for this site at 6'-6" above ground level in front of an antenna is 0025 mW/cm². Using this result, the maximum calculated additional field strength at ground level is 0.25°4 of the limit for general public uncontrolled exposure.

Using a maximum effective radiated power of 616 watts, and a down tilt of 5°, the maximum calculated field strength for this site at roof level (City Hall Building) in front of an antenna is 0086 mW/cm². Using this result, the maximum calculated additional field strength at roof level is 0.86% of the limit for general public uncontrolled exposure.

Calculations were performed for the main antenna lobe, the -3dB point, and the first and second lower lobes

See Table 1 for the FCC's guidelines on Maximum Permissible Exposure (MPF). Note that the RF ranges referenced for this analysis are the ranges of 30×300 Mhz and $1500 \times 100,000$ Mhz. Table 1 is included in Appendix A.

Exposure Environments

The FCC guidelines incorporate two separate tiers of exposure limits that are dependent on the situation in which the exposure takes place and/or the status of the individuals who are subject to exposure. The decision as to which tier applies in a given situation should be based on the application of the following definitions.

Occupational/controlled exposure limits apply to situations in which persons are exposed as a consequence of their employment and in which those persons who are exposed have been made fully aware of the potential for exposure and can exercise control over their exposure. Occupational/controlled exposure limits also apply where exposure is of a transient nature as a result of incidental passage through a location where exposure levels may be above general population/uncontrolled limits (see below), as long as the exposed person has been made fully aware of the potential for exposure and can exercise control over his or her exposure by leaving the area or by some other appropriate means.

General population/uncontrolled exposure limits apply to situations in which the general public may be exposed or in which persons who are exposed as a consequence of their employment may not be made fully aware of the potential for exposure or cannot exercise control over their exposure. Therefore, members of the general public always fall under this category when exposure is not employment-related.

For purposes of applying these definitions, awareness of the potential for RF exposure in a workplace or similar environment can be provided through specific training as part of a RF safety program. Warning signs and labels can also be used to establish such awareness as long as they provide information, in a prominent manner, on risk of potential exposure and instructions on methods to minimize such exposure risk. For example, a sign warning of RF exposure risk and indicating that individuals should not remain in the area for more than a certain period of time could be acceptable.

Another important point to remember concerning the FCC's exposure guidelines is that they constitute *exposure* limits (not *emission* limits), and they are relevant only to locations that are *accessible* to workers or members of the public. Such access can be restricted or controlled by appropriate means such as the use of fences, warning signs, etc., as noted above. For the case of occupational/controlled exposure, procedures can be instituted for working in the vicinity of RF sources that will prevent exposures in excess of the guidelines. An example of such procedures would be restricting the time an individual could be near an RF source or requiring that work on or near such sources be performed while the transmitter is turned off or while power is appropriately reduced.

Qualifications of Reporting Engineer

Mr. Runte has been involved in the measurement and analysis of RF emissions since 1979. He has designed numerous RF systems including both site design and RF system design. He is a registered Professional Engineer in the state of California, and all contents of this report are true and correct to the best of his knowledge.

Signed

Matthew J. Runte. P.F.

Date 05/13/2004

Matthew J. Runte. P.F.

Professional Engineer Stamp

APPENDIXA

Term Definitions

Exposure Exposure occurs whenever and wherever a person is subjected to electric imagnetic or electromagnetic fields other than those originating from physiological processes in the body and other natural phenomena.

Exposure, partial-body Partial-body exposure results when RF fields are substantially nonuniform over the body. Fields that are nonuniform over volumes comparable to the human body may occur due to highly directional sources, standing-waves, re-radiating sources or in the near field.

General population/uncontrolled exposure. For FCC purposes, applies to human exposure to RF fields when the general public is exposed or in which persons who are exposed as a consequence of their employment may not be made fully aware of the potential for exposure or cannot exercise control over their exposure. Therefore, members of the general public always fall under this category when exposure is not employment-related.

Maximum permissible exposure (MPE). The rms and peak electric and magnetic field strength, their squares, or the plane-wave equivalent power densities associated with these fields to which a person may be exposed without harmful effect and with an acceptable safety factor.

Occupational/controlled exposure. For FCC purposes, applies to human exposure to RF fields when persons are exposed as a consequence of their employment and in which those persons who are exposed have been made fully aware of the potential for exposure and can exercise control over their exposure. Occupational/controlled exposure limits also apply where exposure is of a transient nature as a result of incidental passage through a location where exposure levels may be above general population/uncontrolled limits (see definition above), as long as the exposed person has been made fully aware of the potential for exposure and can exercise control over his or her exposure by leaving the area or by some other appropriate means.

Table 1. LIMITS FOR MAXIMUM PERMISSIBLE EXPOSURY (MPF)

(A) Limits for Occupational/Controlled Exposure

Frequency Range (MHz)	Electric Field Strength (E) (V/m)	Magnetic Incld Strength (H) (A/m)	Power Density (S) (mW/cm²)	Averaging Time E ² He ² or S (minutes)
0.3-3-0	614		(140)*	(s
3 (1-30)	1842/1	-[80·f	(900/6)*	15
30-300	61 4	0163	1 ()	έγ
3(10-1500)			(/300)	6
1500-100,000	48		S	ℓ_{Y}

(B) Limits for General Population/Uncontrolled Exposure

Frequency Range (MHz)	Electric Field Strength (F) (V/m)	Magnetic Field Strength (H) (A/m)	Power Density (S) (mW/cm²)	Averaging Time IF[',]H[' or S (minutes)
0.34.34	17	1.63	(100)*	30
1 34-30	824/f	3 194	(180//°)*	30
3()-3()()	27 5	11 (173	0.2	3()
300-1500	As on	000 m	(7) 500	30
1500-100,000			} ()	3()

f = frequency in MHz

NOTE 1. Occupational/controlled limits apply in situations in which persons are exposed as a consequence of their employment provided those persons are fully aware of the potential for exposure and can exercise control over their exposure. Limits for occupational/controlled exposure also apply in situations when an individual is transient through a location where occupational/controlled limits apply provided he or she is made aware of the potential for exposure.

NOTE 2. General population/uncontrolled exposures apply in situations in which the general public may be exposed, or in which persons that are exposed as a consequence of their employment may not be fully aware of the potential for exposure or can not exercise control over their exposure.

^{*}Plane-wave equivalent power density

City of Brisbane Memorandum

TO:

William Prince, Community Development Director

7/6/07

FROM:

Tim Tune, Senior Planner

SUBJECT:

50 Park Place; Telecommunications Administrative Permit TC-1-07; Add 3 Panel Antennas to Existing Metro PCS Monopole with Ground-Mounted Utility Cabinets in Expanded Enclosure to be Shared with AT&T/Cingular; James Singleton, Cal Com Systems, for Sprint PCS, applicant; City of

Brisbane, owner; APN 005-201-130

Request: The applicant requests administrative approval to add 3 panel antennas mounted at a height of 48 ft. on the 65 ft. tall monopole located at the western corner of the City Hall site. The antennas, each approximately 1 ft. wide, 5 ft. high and 1 ¼ ft. deep, would face north, southeast and southwest, below the existing Metro PCS antennas and the approved AT&T/Cingular antennas. The existing fenced enclosure at the base of the monopole would be expanded with an additional 16 ft. by 20 ft. area, which would include the previously approved 11 ft. by 12 ft. expansion for AT&T/Cingular (TC-1-06). It would contain equipment and utility cabinets atop a 1 ft. high concrete slab, as well as a GPS antenna, and would be secured with a 6 ft. tall chain-link-with-slats fence to match the existing.

Recommendation: Approve Telecommunications Administrative Permit TC-1-07 per the staff memorandum with attachments.

Environmental Determination: Minor alteration of existing facilities is categorically exempt from the provisions of the California Environmental Quality Act per Section 15301 of the State CEQA Guidelines. The exceptions to the use of this categorical exemption referenced in Section 15300.2 do not apply.

Applicable Code Sections: Brisbane Municipal Code Section 17.32.032.D allows administrative approval of wireless telecommunication facilities that are building- or roof-mounted; that are architecturally integrated with the building so as not to be recognized as antennae; that are co-located on an existing approved support structure; that are mounted on other existing or similar replacement structures (water tanks, utility poles, light poles, etc.); that are constructed to appear as another object, such as a tree, flag pole or architectural feature ("stealth facility"); that would require expansion of an existing support structure up to a maximum height of 70 ft.; or that would require the

addition of dish antenna up to 4 ft. in diameter or whip antennae on existing support structures.

Per BMC Section 17.32.032.G, such facilities shall comply with the following development and operational standards:

- 1. Facilities shall be sited to minimize views from the public right-of-way and screened by buildings and/or trees where possible.
- 2. Facilities shall not create an overconcentration of poles or visible equipment so as to avoid excessive visual impacts in localized areas.
- 3 The height of antennae and support structures shall be limited to the minimum necessary to provide adequate coverage, while avoiding the proliferation of additional facilities. However, an antenna or its support structure shall not exceed 70 feet in height, unless a variance from this limitation is granted by the Planning Commission pursuant to Chapter 17.46 of this Title.
- 4. Where an equipment building accompanies the structure, it shall be designed, colored and textured to match adjacent buildings or screened from view. Landscaping may be required to screen views of the facility from the public right-of-way.
- 5. Underground vaults may be required in order to mitigate physical, aesthetic, or safety considerations which cannot otherwise be mitigated.
- 6. All facilities shall be designed to prevent unauthorized access.
- 7. All new wireless telecommunication facilities shall be designed and operated in conformance with applicable American National Standards Institute (ANSI) standards and in compliance with all applicable Federal Communications Commission (FCC) standards.
- 8 Support structures shall be either galvanized steel or painted to blend with their surroundings. Permitted dishes and antennae shall be galvanized steel or painted to match the existing building or support structure.

Per BMC Section 17.32.032.H, the facility shall be removed, if the facility is abandoned or if the administrative permit is revoked and becomes void.

Analysis: The proposed facility will be co-located on the existing monopole previously approved by the City. It is approximately 695 ft. from the nearest boundary of a residential district. Per BMC Section 17.32.032.G.1, the antennae will be located at the far rear corner of the site, away from adjoining streets. An existing eucalyptus tree on the property next door partially screens the monopole from view from Valley Drive. Per BMC Section 17.32.032.G.1, the existing single pole will be shared, and at its base, the existing equipment enclosure will be expanded, so as to avoid excessive visual impacts in the area. Per BMC Section 17.32.032.G.4, landscaping to match the existing is proposed on the sides of the equipment enclosure facing Valley Drive and Park Place.

TC-1-07 7/6/07 Page 3

Per BMC Section 17.32.032.G.6, the ground-mounted equipment will be installed atop 1 ft. high concrete slab and secured by a 6 ft. tall fence to prevent unauthorized access. According to the submitted elevations, the equipment cabinet will be taller than the fence and so should be painted gray to match the monopole per BMC Section 17.32.032.G.4. Per BMC Section 17.32.032.G.8, the color of the antennas should also match the gray of the existing antennae and monopole, as shown on the submitted photosimulations.

The fenced enclosure will eliminate 2 parking spaces (two spaces were previously eliminated by the existing enclosure). The remaining parking spaces are more than sufficient to meet the current parking requirements for the office building (not including the temporary trailers).

Sprint (which merged with Nextel in 2005) currently has telecommunications facilities at 99 South Hill Drive, 1 North Hill Drive and 7000 Marina Boulevard. According to the submitted coverage maps, the proposed antennas will improve signal strength in Central Brisbane and portions of Crocker Park.

Attachments:

Recommended Conditions of Approval
Applicant's Statement, Plans, Photosimulations and Signal Strength Coverage
Maps
FCC Authorization

Telecommunications Administrative Permit TC-1-06 Recommended Conditions of Approval

- A. Application for a Building Permit (via submittal of 4 sets of plans and payment of plan check fees) for the subject facilities shall be made and the project shall be completed to the satisfaction of the Building Official at final inspection prior to permanent operation of the facilities.
- B. The color of the antennae shall match the gray of the existing antennae and monopole.
- C. The color of the fence slats shall match the forest green the existing fence.
- D. The equipment cabinets that extend above the height of the fence shall be painted gray to match the color of the existing monopole.
- E. Cape Honeysuckle (*Tecoma capensis*) vines shall be planted around the new fence as shown on the submitted plans.
- F. The facilities shall be designed and operated in conformance with applicable American National Standards Institute (ANSI) standards and in compliance with all applicable Federal Communications Commission (FCC) standards.
- G. The facilities shall be removed, if the facilities are abandoned or if the administrative permit is revoked and becomes void.

Cal Com Systems Inc.

2001 Omega Read # 100, San Ramon, C \ 94583

June 27, 2007

City of Brishane - Planaring 50 Market Place Brishane, CA 94005

RF: Sprint 50 Park Place, Brishano

To Whom It May Concerns

Proposal:

Cal Com Systems, on behalf of Sprint, is requesting the issuance of an administrative permit by the Zoning Administrator to accommodate the installation of its unmanned wireless facility at 50 Park Place. Brisbane. The proposed Sprint facility consists of the location to an already existing 65° monopole on City property. Previous approvals installations include Metro PCS and Congular town. AT&LL: Sprint is seeking issuance of an administrative permit provided in far Subscition 17.32.6326. After Brisbane Manierpai Code, wherein a facility that complies with the applicable accelerational standards may be granted by the Coming Nomitted to acceleration.

The proposed Sprint facility includes three (3) panel antennas mounted to the existing monopole at 48-feet theneath the existing Metro and Uniquiar facilities). The proposed Sprint equipment is located adjacent to the existing camters leave area is in City properties explain set Sheet A-2 and provided photos smulations.

Afternative Sites Analysis:

In the attended the common papers, the service, recode in the Britishane leave. Some attended to recently its powerings, issues with modulizations to its arready pointing stress in 504 Me. for and SETIM 200 (see as soing proposed on argue map of informatively modulizations). These existing facilities showed only marginal money enter that hest and resulted to modulizations as an arrespondence with existing strength and poor signal knowant to be not reduction and a ring. The contents of the materials are strength as a first property of the contents of the contents.

Compliance with Development and Operational Standards:

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- 2. Facilities shall not create an over-concentration of poles or visible equipment so as to avoid excessive visual impacts in located areas. The facility will not require the addition of another monopole. There is presently space on the existing tower tas mandated by the Brosbane Manteipal Code tower facilities shall be designed to accommodate the location to bouse additional victories to brown at the base of the coverage ower to accommodate additional value of a grannier.
- The height of untermae and support structures shall be improd to the minimum necessary to provide adequate coverage while avoiding the proliferation of additional facilities. However, an antenna or its support structure shall not exceed 70 feet in height, unless a variance from this limitation is granted by the Planning Commission pursuant to Chapter 17.40 of this Title. Sprint property to be a new to amornia in the Assacration but degrands in vectors on to the exercise 265. Taking the
- 4 Where an equipment building accompanies the structure, it shall be designed, colored and textured to match adjacent building or screened from view. Landscaping may be required to screen views of the facility from the public right of way. Sprint will locate its equipment adjacent to the existing Morro-and Cingular equipment leave are as "Sprint will accompanies for any color of the teneing we green with locates and meltide climbing or the entire indicates and meltide climbing or the entire color of the femoms to make which is the nameness of accompanies.
- 5. Independent variate may be required as order to mitigate physical, asoliteing or safety considerations which cannot be otherwise mitigated. Processors in the radio equipment is proposed as the base of the existing monopole and advancement of two variables, and red or release to the existing monopole.
- 6. All facilities shall be designed to prevent unauthorized access. The properties well-excitation in behind a countries for a right of excit gardened many countries of extra gardened.
- Yil new wireless telecommunication (acution shall be designed and operated in conformance with applicable. American National standards institute (ANSI) standards and in compliance with all applicable Federal Communication Communication (Federal Communication Communication Communication (ACC) standards. The construction of the standards of the construction of the standards of the construction of the standards of the construction of the standards.
- Support structures shariful entert gail articled sizer or painted to a councillation heir support and in proportion of councillations and articlinate shall be gailed fred stage or painted to match the existing published as support structure. Note that it is a consistent or match the existing published as support structure.

to paint its antenna to match the colors presently on the monopole and the automas of both Metro PCS and Cingular

Removal of Facilities

If for any reason Sprint should discontinue its servicets), the facility shall be removed.

Higher have any questions, objase feel free to a machine at 65 ± 14 for 4

Sincerely

James Singleton Call Com Systems



* Sollie.

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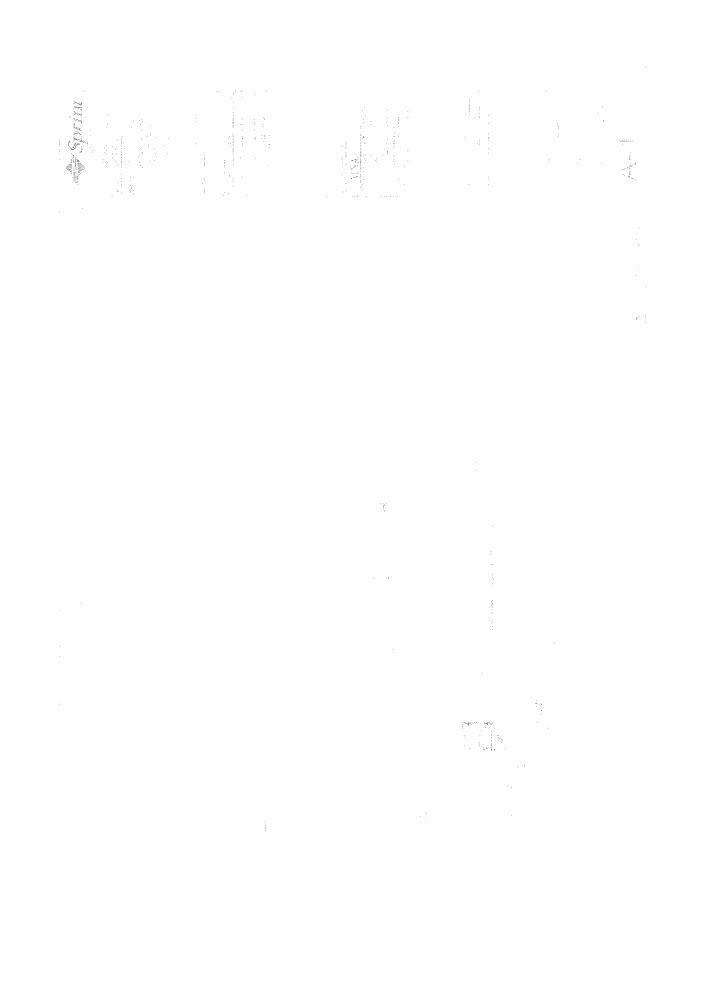
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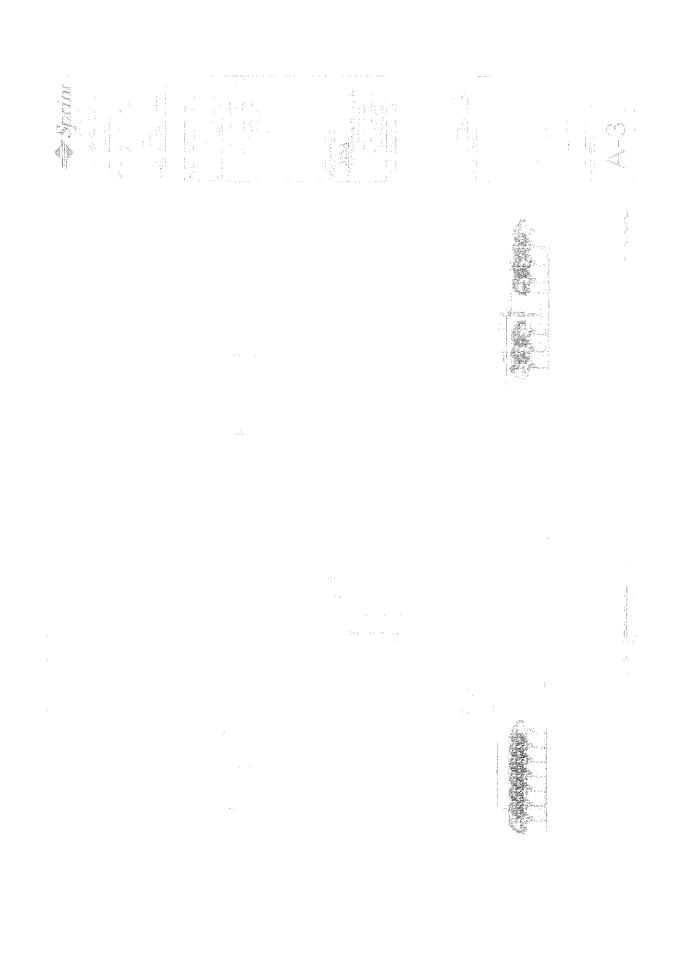
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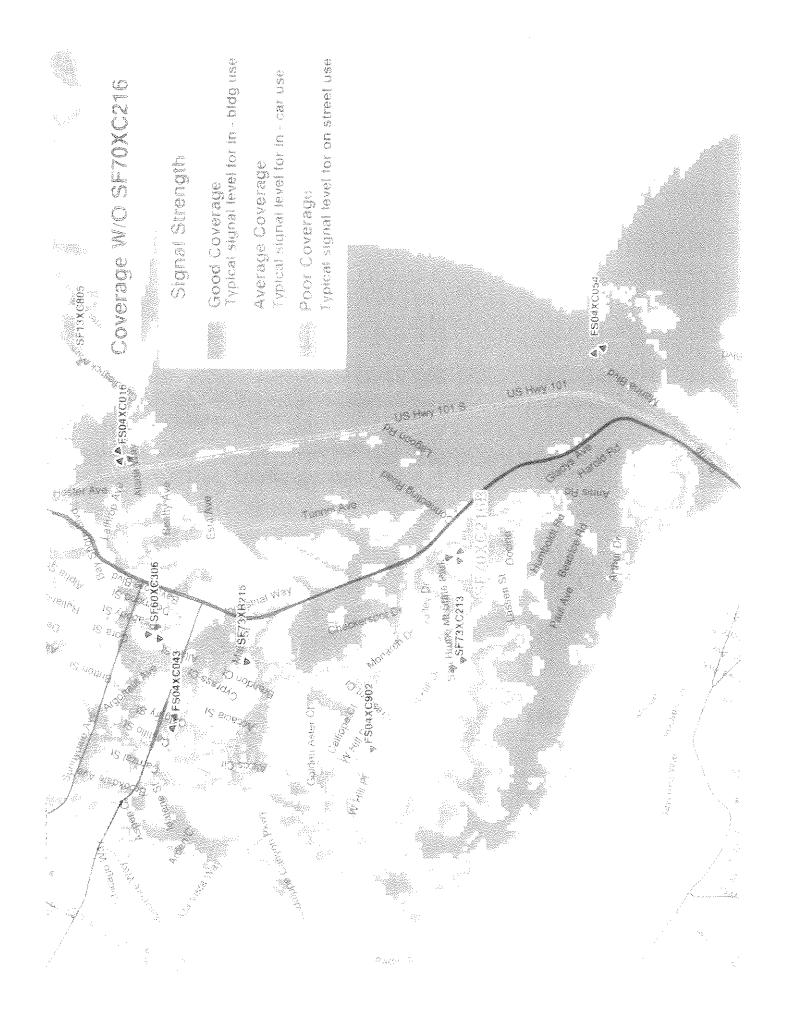
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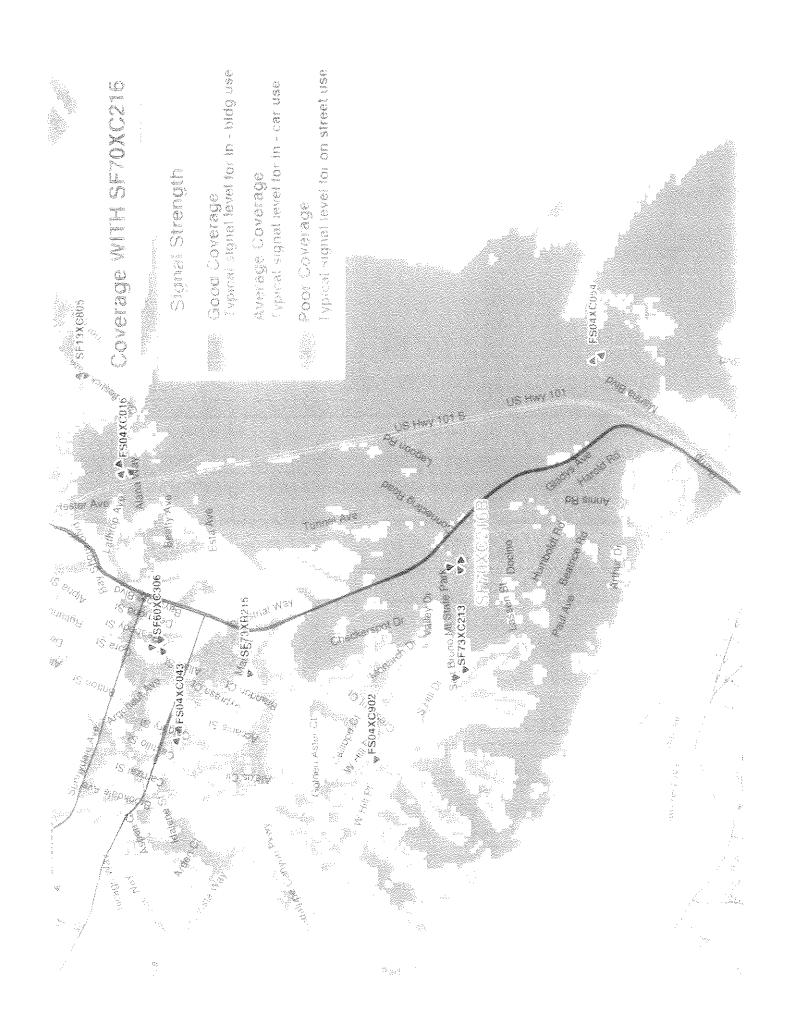
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Federal Communications Commission Wireless Telecommunications Bureau Radio Station Authorization

Page 1 of 1

maki EPVAL LICENSEE NAME: WIRELESSOD, L.P.

LUISA L. LANCETTI WIRELESSOD, L.P.

401 97H STREET, NW. BUITE 400 WASHINGTON DC 20004

CONTRACTOR CONTRACTOR

FCC Registration Number (FRN) 0002316545 Call Sign Ne Number KNUF208 0002109409 Radio Service CW - PCS Breadband

Grant Date	Effective Date	Expiration Date	Frint Date
05-23-2005	05-23-2005	06-23-2015	05-24-2605

Market Number	Channel Block	Sub-Market Designator	-
MTAQQA	A,	4	-

Market Name: San Francisco-Dakland-San Jose

1st Build-out Date	2nd Build-out Date	3rd Build-out Date	:	4th Build-out Date
06 - 23 - 2000	06 - 23 - 2005	{ 		

SPECIAL CONDITIONS OR WAIVERS/CONDITIONS

The licensee hereof is authorized for the period indicated, to operate a radio transmitting station in accordance with the terms and conditions hereinafter described. This authorization is subject to the provisions of the Communications Act of 1934, as amended, subsequent Acts of Congress, International treaties and agreements to which the United States is a signatory, and all pertinent rules and regulations of the Federal Communications Commission, contained in Title 47 of the code of Federal Regulations.

Pursuant to Section 309(h) of the Communications Act of 1934, as amended, 47 U.S.C. Section 309(h), this license is subject to the following conditions: This license shall not vest in the licensee any right to operate the station not any right in the use of the frequencies designated in the license beyond the term thereof nor in any other manner than authorized herein. Neither the license nor the right granted thereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934, as amended. See 47 U.S.C. Section 310(d). This license is subject in terms to the right of use or control conferred by Section 706 of the Communications Act of 1934, as amended. See 47 U.S.C. Section 606.

A graphical representation of the geographic area authorized to this call sign may be generated by selecting Search 'Licenses' at the following web address: http://wireless.fco.gov/uls/index.html.

COMMUNICATIONS SITE LEASE AGREEMENT

THIS COMMUNICATIONS SITE LEASE AGREEMENT ("Lease Agreement") dated as of ______, is made by and between West Coast Towers LLC, a California limited liability company ("Lessee") and City of Brisbane, a municipal corporation ("Lessor").

RECITALS

This Lease Agreement is entered into based upon the following facts, circumstances and understandings:

- Lessor owns certain real property legally described in Exhibit "A" attached hereto \mathbf{A}_{\cdot} and commonly known as 50 Park Place, Brisbane, CA 94005; Assessor's Parcel Number 005-201-130 ("Lessor's Real Property"). Lessee desires to lease a portion of Lessor's Real Property with any easements over and above other portions of Lessor's Real Property necessary for Lessee's access to the leased area (altogether the "Premises"), as shown on the drawing attached hereto as Exhibit "B". Lessor represents and warrants that it has full rights of ingress to and egress from the Premises from a public roadway.
- Lessee is a wireless site development company that desires to install and sublease B. a monopole for use by other wireless communications carriers.
- Lessor is willing to lease the Premises to Lessee for Lessee's proposed use subject C. to the terms and conditions of this Lease Agreement.

WHEREFORE, the parties hereto agree as follows:

- Lessor hereby leases to Lessee the Premises for Lessee's Grant of Lease. proposed use, subject to the following terms and conditions.
- The Premises may be used by Lessee for the installation of a Permitted Uses. monopole that is expected to be subleased to communications carriers for the operation of a wireless communications site. Under this Lease Agreement, Lessee may install, place, use and operate on the Premises such supporting antenna structure and associated subterranean foundations as required, and related equipment (collectively "Lessee's Facilities") as Lessee deems necessary for the operation of its wireless communications monopole at the Premises. Further, Lessee may perform construction, maintenance, repairs, additions to, and replacement of Lessee's Facilities as necessary and appropriate for its ongoing business and has the right to do all work necessary to prepare, modify and maintain the Premises to accommodate Lessee's Facilities and as required for Lessee's communications operations at the Premises. Lessee's

Page 1 of 18 Site No.: WCT 09-070 - Brisbane City Hall FINAL Facilities shall be installed and operated in compliance with all applicable federal, state and local statutes, ordinances, rules and regulations, including FCC regulations pertaining to wireless communication facilities. Without limiting the generality of the foregoing, Lessee will, at its own cost and expense, perform each of the actions set forth in the "Summary of Project" attached hereto and mad a part hereof.

- Quon Lessee obtaining all governmental licenses, permits and approvals enabling Lessee to construct and operate wireless communications facilities on the Premises. Such approvals include a building permit issued by Lessor for installation of Lessee's Facilities on the Premises. Lessor agrees to cooperate with Lessee's reasonable requests for Lessor's signatures as real property owner on applications for any other permits, for allowing site inspections by other governmental agencies required in connection with reviewing permit applications, and for assistance in obtaining such necessary approvals, provided that such cooperation and assistance shall be at no expense to Lessor. Lessee's Facilities shall be constructed and installed in accordance with plans and specifications approved by Lessor, which approval shall not be unreasonably withheld or delayed..
- 4. Term. The term of this Lease Agreement ("Term") shall be five (5) years commencing with the issuance of a building permit by Lessor allowing Lessee to construct Lessee's Facilities on the Premises ("Commencement Date"). Lessee shall promptly deliver to Lessor a written acknowledgment of the Commencement Date. Provided that Lessee is not then in default under this Lease Agreement, Lessee shall have the right to extend the Term of this Lease Agreement for four (4) additional terms (each a "Renewal Term") of five (5) years each. The terms and conditions for each Renewal Term shall be the same terms and conditions as in this Lease Agreement, except that the Rent shall be increased as set forth hereinbelow. This Lease Agreement shall automatically be extended for each successive five (5) year Renewal Term unless Lessee is then in default hereunder or unless Lessee notifies Lessor in writing of Lessee's intention not to extend this Lease Agreement at least thirty (30) days prior to the expiration of the first Term or any Renewal Term.

5. Rent.

(a) Within fifteen (15) days of the Commencement Date, Lessee shall pay as rent, the sum of Five Hundred Dollars (\$500.00) ("Rent") per month. Rent shall be payable on the first day of each month, in advance, to Lessor or Lessor's alternate payee specified in Section 22, Notices and Deliveries. If the first anniversary of the Commencement Date of this Lease Agreement is other than the first day of a calendar month, Lessee may pay on such anniversary date the prorated Rent for the remainder of the calendar month and thereafter Lessee shall pay a full month's Rent on the first day of each calendar month, except that payment shall be prorated for the final fractional month of this Lease Agreement, or if this Lease Agreement is terminated before the expiration of any month for which Rent should have been paid. If any installment of Rent or other charge payable by Lessee hereunder is not received by Lessor within ten (10) days after the same becomes due, Lessor shall be entitled to collect as additional rent, a sum equal to

Site No.: WCT 09-070 – Brisbane City Hall
Site Address: 50 Park Place, Brisbane, CA 94005

Page 2 of 18
FINAL

five percent (5%) of the delinquent payment. Acceptance of any late charge as additional rent shall not constitute a waiver of Lessee's default with respect to the overdue amount, nor prevent Lessor from exercising any other rights and remedies available to Lessor hereunder or provided by law.

- Rent shall be adjusted annually on each anniversary of the Commencement Date ("Adjustment Date") by an amount equal to either the CPI Adjustment (as hereinafter defined) or three percent (3%) of the Rent paid during the immediately preceding month, whichever is greater, provided however that in no event shall the adjustment exceed five percent (5%) of the Rent paid for the preceding month. In the event the CPI Adjustment for any year is greater than five percent (5%), the excess shall be carried over to subsequent years and added to the monthly rent for any year in which the CPI Adjustment is less than five percent (5%) until such time as the total excess has been recovered by City. No amount shall be owed by Lessee for any carry-over excess that may remain outstanding as of the expiration or termination of this Lease. The CPI Adjustment shall be the percentage increase, if any, in the Consumer Price Index published by the United States Department of Labor, Bureau of Labor Statistics, for Urban Wage Earners and Clerical Workers, All Items, for the San Francisco-Oakland Statistical Area ("CPI") published for the month nearest preceding the current Adjustment Date as compared to the CPI published for the month nearest preceding the Adjustment Date for the immediately preceding year. If the CPI is discontinued, another similar index shall be mutually agreed upon by the parties. Lessor shall provide Lessee with written notice of each annual adjustment, whether pursuant to CPI or other similar index, at least thirty (30) days prior to each Adjustment Date.
- As additional consideration for Lessee's use and occupancy of the (c) Premises during the term of this Lease, Lessee shall install cyclone fencing and landscaping around the entire telecommunications compound as shown on Exhibit "B" which shall include ground space Lessor shall lease to future tenants.

6. Due Diligence Contingency and Pre-Commencement Date Access to Premises.

Lessee shall have the right (but not the obligation) at any time following (a) the full execution of this Lease Agreement and prior to the Commencement Date, to enter the Premises for the purpose of making necessary inspections, taking measurements and conducting engineering surveys (and soil tests where applicable) and other reasonably necessary tests to determine the suitability of the Premises for Lessee's Facilities ("Due Diligence"), and for the purpose of preparing the Premises for the installation or construction of Lessee's Facilities. During any Due Diligence activities or pre-construction work, Lessee shall have insurance which covers such activities as set forth in Section 16, Insurance. Lessee will notify Lessor of any proposed tests, measurements or pre-construction work and will coordinate the scheduling of such activities with Lessor. If in the course of its Due Diligence Lessee determines that the Premises are unsuitable for Lessee's contemplated use, then Lessee shall have the right to

Site No.: WCT 09-070 - Brisbane City Hall Page 3 of 18 Site Address: 50 Park Place, Brisbane, CA 94005 FINAL terminate this Lease Agreement prior to the Commencement Date by delivery of written notice thereof to Lessor as set forth in Section 13, Termination.

(b) Lessee acknowledges and agrees that the Premises are being leased to Lessee in "AS IS" condition and Lessor shall have no obligation to make any alterations or improvements to the Premises for the benefit of Lessee. Lessee further acknowledges that neither Lessor nor anyone acting on Lessor's behalf has made any representation or warranty as to the suitability or fitness of the Premises for the intended use thereof by Lessee and it is the sole responsibility of Lessee to satisfy itself with respect to all such matters.

7. Ongoing Access to Premises; Security Measures.

- (a) Throughout the Term and any Renewal Term of this Lease Agreement, Lessee shall have the right of access to the Premises for its employees and agents twenty-four (24) hours a day, seven (7) days per week, at no additional charge to Lessee. In exercising its right of access to the Premises herein, Lessee agrees to cooperate with any reasonable security procedures utilized by Lessor at Lessor's Real Property and further agrees not to unduly disturb or interfere with the business or other activities of Lessor or of other tenants or occupants of Lessor's Real Property. Lessor shall maintain all existing access roadways or driveways extending from the nearest public roadway to the Premises in a manner sufficient to allow for Lessee's access to the Premises. Lessor shall be responsible for maintaining and repairing such roadways and driveways at Lessor's sole expense, except for any damage caused by Lessee's use of such roadways or driveways. If Lessee causes any such damage, Lessee shall promptly repair the same at its sole expense.
- **(b)** Lessor has no obligation to provide any security measures at the Premises other than those Lessor determines are needed for Lessor's Facilities. Lessee may provide security measures for Lessee's Facilities provided that such measures do not unreasonably limit access to Lessor's Facilities installed on the Premises.

8. Lessee's Work, Maintenance and Repairs, Mechanics' Liens.

(a) All of Lessee's construction and installation work at the Premises shall be performed at Lessee's sole cost and expense and in a good and workmanlike manner. Lessee shall submit copies of the site plan and specifications to Lessor for building permit approval, which approval will not be unreasonably withheld, conditioned or delayed. Lessor shall give such approval or provide Lessee with its requests for changes within twenty (20) business days of Lessor's receipt of a completed application for the building permit. Lessee shall maintain Lessee's Facilities and the Premises in neat and safe condition in compliance with all applicable codes and governmental regulations. Lessee shall not be required to make any repairs to the Premises except for damages to the Premises caused by Lessee, its employees, agents, contractors or subcontractors. Upon the expiration, cancellation or termination of this Lease Agreement, Lessee shall surrender the Premises in good condition, less ordinary wear and tear; however,

Site No.: WCT 09-070 – Brisbane City Hall

Site Address: 50 Park Place, Brisbane, CA 94005

FINAL

Lessee shall not be required to remove any foundation supports for Lessee's Facilities or conduits which have been installed by Lessee.

- **(b)** Throughout the term of this Lease, Lessee's Facilities shall be installed and maintained in accordance with the following requirements:
 - (1) The monopole shall be painted light grey and the fencing surrounding the pad shall be painted green or, if a cyclone fence is used, shall contain wooden slats painted green. Planted or boxed climbing vines shall be installed adjacent to the fencing so as to provide a landscape screening of the ground equipment. Colors, fence design, and landscaping shall be subject to reasonable approval by the Planning Director.
 - (2) No signs shall be placed on the Premises, except for identification and no trespassing signs as approved by the Planning Director.
 - (3) The monopole, surface equipment, fencing and landscaping shall be kept in good condition and repair, including repainting of surface areas as needed and replacement of any dead or diseased plants.
- (c) Lessee shall keep the Premises free and clear of all mechanics' liens resulting from any construction work done by or for Lessee. Lessee shall have the right to contest the correctness or validity of any such lien if, immediately on demand by Lessor, Lessee: (i) procures and records a lien release bond issued by a corporation authorized to issue surety bonds in California in an amount equal to one and one-half (1-1/2) times the amount of the claim of lien, or (ii) provides other security in form and amount satisfactory to Lessor. If used, the bond shall meet the requirements of Section 3143 of the California Civil Code and shall provide for the payment of any sum that the claimant may recover on the claim, together with costs of suit. Should Lessee fail to discharge any such lien or cause the same to be released within sixty (60) days from the date the lien is filed, Lessor may, without inquiring into the validity thereof, cause the same to be discharged and all amounts so expended by Lessor, together with reasonable attorney's fees and expenses, shall be paid by Lessee to Lessor as additional rent hereunder, together with interest thereon at the rate of ten percent (10%) per annum. Lessee shall give ten (10) days prior written notice to Lessor of the date on which any construction work will be commenced so as to afford Lessor the opportunity to post a notice of non-responsibility.

9. <u>Title to Lessee's Facilities.</u>

(a) Title to Lessee's Facilities and any equipment placed on the Premises by Lessee shall be held by Lessee. During the term of this Lease Agreement, all of Lessee's Facilities shall remain the property of Lessee and are not fixtures. Except as otherwise provided

Site No.: WCT 09-070 - Brisbane City Hall
Site Address: 50 Park Place, Brisbane, CA 94005
FINAL

herein Subsection 9(b), Lessee has the right to remove all Lessee's Facilities at its sole expense on or before the expiration or termination of this Lease Agreement. Lessor acknowledges that Lessee may enter into financing arrangements including promissory notes and financial and security agreements for the financing of Lessee's Facilities (the "Collateral") with a third party financing entity and may in the future enter into additional financing arrangements with other financing entities. In connection therewith, Lessor (i) consents to the installation of the Collateral to the extent that the Collateral is part of the approved Lessee's Facilities; (ii) disclaims any interest in the Collateral, as fixtures or otherwise; and (iii) agrees that the Collateral shall be exempt from execution, foreclosure, sale, levy, attachment, or distress for any Rent due or to become due and that such Collateral may be removed at any time without recourse to legal proceedings.

- (b) Subject to the prior rights of any third party financing entity in the Collateral, as set forth in Subsection 9(a) above, upon the expiration or earlier termination of this Lease Agreement, Lessor may elect to acquire ownership of the pole antenna installed by Lessee on the Premises for continued operation of Lessor's Facilities located or to be located thereon. Lessor shall give written notice of such election to Lessee and Lessee shall promptly execute and deliver to Lessor a Bill of Sale for the antenna structure at no cost to Lessor.
- 10. <u>Utilities</u>. Lessee shall have the right to install utilities, at Lessee's expense, and to improve the present utilities on or near the Premises. Subject to Lessor's approval of the location, which approval shall not be unreasonably withheld, Lessee shall have the right to place utilities on (or to bring utilities across) Lessor's Real Property in order to service the Premises and Lessee's Facilities. Lessee shall fully and promptly pay for all utilities furnished to the Premises for the use, operation and maintenance of Lessee's Facilities.
- Lessee's Facilities and operations shall Interference with Communications. not interfere with the wireless communications configurations, frequencies or radio equipment which exists on Lessor's Real Property on the effective date of this Lease Agreement ("Preexisting Wireless Communications"), and Lessee's Facilities and operations shall comply with all non-interference rules of the Federal Communications Commission ("FCC"). Upon written notice from Lessor of apparent wireless interference by Lessee with Pre-existing Wireless Communications, Lessee shall have the responsibility to promptly terminate such interference or demonstrate to Lessor with competent information that the apparent interference in fact is not caused by Lessee's Facilities or operations. Lessor shall not, nor shall Lessor permit any other tenant or occupant of any portion of Lessor's Real Property to, engage in any activities or operations which interfere with the communications operations of Lessee described in Section 2, above, including Lessor's future communications operations on Lessee's Facilities. interference with Lessee's communications operations shall be deemed a material breach by Lessor, and Lessor shall have the responsibility to promptly terminate said interference. In the event any such interference does not cease promptly, the parties acknowledge that continuing interference will cause irreparable injury to Lessee, and therefore Lessee shall have the right to bring a court action to enjoin such interference or to terminate this Lease Agreement immediately upon notice to Lessor. Lessor agrees to incorporate equivalent provisions regarding non-

Site No.: WCT 09-070 – Brisbane City Hall
Site Address: 50 Park Place, Brisbane, CA 94005
FINAL

interference with Pre-existing Communications into any subsequent leases, licenses or rental agreements with other persons or entities for any portions of Lessor's Real Property.

- 12. <u>Taxes.</u> Lessee shall pay personal property taxes assessed against Lessee's Facilities.
- This Lease Agreement may be terminated by Lessee effective 13. Termination. immediately without further liability by delivery of written notice thereof to Lessor prior to the Commencement Date for any reason resulting from Lessee's Due Diligence, or if a title report obtained by Lessee for Lessor's Real Property shows any defects of title or any liens or encumbrances which may adversely affect Lessee's use of the Premises for Lessee's intended use, or for any other or no reason. This Lease may be terminated without further liability on thirty (30) days prior written notice as follows: (i) by Lessor if any payment of Rent hereunder is not paid in full within ten (10) days after the same becomes due and such default is not cured within five (5) days after written notice of the default is given by Lessor to Lessee; (ii) by either party upon a default of any covenant, condition, or term hereof by the other party (other than payment of Rent), which default is not cured within sixty (60) days of receipt of written notice of default; (iii) by Lessee if it does not obtain licenses, permits or other approvals necessary to the construction or operation of Lessee's Facilities or is unable to maintain such licenses, permits or approvals despite reasonable efforts to do so; (iv) by Lessee if Lessee is unable to occupy or utilize the Premises due to ruling or directive of the FCC or other governmental or regulatory agency, including, but not limited to, a take back of frequencies; (v) by Lessee if Lessee's tenants vacate as a result of termination, expiration or non-renewal of Lessor's ground lease as noted below in section 18 or (vi) by Lessee if Lessee determines that the Premises are not appropriate for its operations for economic, environmental or technological reasons, including, without limitation, signal strength or interference. Other than as stated herein, Lessor shall not have the right to terminate, revoke or cancel this Lease Agreement.
- 14. <u>Destruction of Premises</u>. If the Premises or Lessor's Property is destroyed or damaged so as in Lessee's judgment to hinder its effective use of Lessor's Property for the ongoing operation of a wireless communications site, Lessee may elect to terminate this Lease Agreement as of the date of the damage or destruction by so notifying Lessor no more than thirty (30) days following the date of damage or destruction. In such event, all rights and obligations of the parties which do not survive the termination of this Lease Agreement shall cease as of the date of the damage or destruction.
- 15. <u>Condemnation</u>. If a condemning authority takes all of Lessor's Real Property, or a portion which in Lessee's reasonable opinion is sufficient to render the Premises unsuitable for Lessee's ongoing operation of a wireless communications site, then this Lease Agreement shall terminate as of the date when possession is delivered to the condemning authority. In any condemnation proceeding each party shall be entitled to make a claim against the condemning authority for just compensation recoverable under applicable condemnation law. Sale of all or part of the Premises to a purchaser with the power of eminent domain in the face of the exercise of its power of eminent domain shall be treated as a taking by a condemning authority.

Site No.: WCT 09-070 – Brisbane City Hall
Site Address: 50 Park Place, Brisbane, CA 94005

Page 7 of 18
FINAL

16. Insurance

(a) Insurance Provided by Lessee.

- (1) At all times during the term of this Lease Agreement, Lessee shall maintain in full force and effect, at Lessee's sole expense, each of the following types of insurance policies and coverages:
 - Commercial General Liability insurance with limits of not (i) less than One Million Dollars (\$1,000,000.00) per occurrence for bodily injury, personal injury and property damage arising out of or in connection with Lessee's use and occupancy of the Premises and also insuring performance by Lessee of the indemnity provisions set forth in Section 20 of this Agreement. However, the amount of such general liability insurance shall not limit Lessee's liability nor relieve Lessee of any obligations under this Lease Agreement. Such policy shall provide coverage at least as broad as Insurance Services Office Commercial General Liability form CG 0001 (Ed. 11/88). If the form of insurance with a general aggregate limit is used, either the general aggregate limit shall apply separately to the Premises or the general aggregate limit shall be at least twice the required occurrence limit.
 - (ii) Automobile Liability with a combined single limit of One Million Dollars (\$1,000,000.00) per accident.
 - (iii) Workers Compensation as required by law, and
 - (iv) Employer's Liability with limits of One Million Dollars (\$1,000,000.00) per occurrence, for any and all persons employed by Lessee in connection with the use and operation of the Premises. In the alternative, Lessee may rely on a self-insurance program to provide this coverage so long as the program of self-insurance complies fully with the provisions of the California Labor Code.

Site No.: WCT 09-070 – Brisbane City Hall
Site Address: 50 Park Place, Brisbane, CA 94005

Page 8 of 18
FINAL

- (2) The liability insurance policies referred to in Subparagraphs (i) and (ii) above shall contain, or be endorsed to contain, the following provisions:
 - (i) The City of Brisbane, its officers, officials, employees, agents and volunteers shall be named as insured parties thereunder. The coverage shall contain no special limitations on the scope of protection afforded to the City and its officers, officials, employees, agents and volunteers.
 - (ii) For any claims related to the Premises, Lessee's insurance coverage shall be primary insurance as respects the City of Brisbane and its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of Lessee's insurance and shall not contribute with it.
 - (iii) Any failure to comply with reporting or other provisions of the policies shall not affect coverage provided to the City or Brisbane, its officers, officials, employees, agents and volunteers.
 - (iv) Lessee'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.
- (b) Insurance Provided By Lessor: At all times during the Term of this Lease Agreement, Lessor shall maintain in full force and effect, at Lessor's sole cost and expense, general liability insurance coverage on the Property for bodily injury and property damage with a combined single limit of at least One Million Dollars (\$1,000,000.00) per occurrence. Such insurance coverage may be in the form of an insurance pool operated by a joint powers authority consisting of the City of Brisbane and other public agencies. The general liability insurance shall insure, on an occurrence basis, against liability of Lessor, its employees and agents arising out of or in connection with Lessor's use, occupancy and maintenance of the Property. Lessee shall be named as an additional insured under Lessor's insurance coverage.
- (c) Mutual Obligations. Each party shall provide to the other a certificate of insurance or endorsements evidencing the coverage required by this paragraph on or before the Commencement Date and at any time thereafter during the term of this Lease Agreement, as may be requested by the other party. At the request of either party, the other party shall provide a complete copy of all required insurance policies, including endorsements effecting the coverage required by this Lease Agreement. To the extent allowed by the insurance provider, each party

Site No.: WCT 09-070 – Brisbane City Hall

Site Address: 50 Park Place, Brisbane, CA 94005

FINAL

waives any rights of recovery against the other for injury or loss due to hazards covered by their property insurance.

- 17. Assignments or Transfers. Lessor may assign or transfer this Lease Agreement to any person or entity without any requirement for prior approval by Lessee, provided that such assignee or transferee agrees in writing to fulfill the duties and obligations of the Lessor in said Lease Agreement, including the obligation to respect Lessee's rights to nondisturbance and quiet enjoyment of the Premises during the remainder of the Term and any Renewal Term hereof. Lessee may assign or transfer this Lease Agreement without prior approval by Lessor to any of its partners, subsidiaries, affiliates, or to a person or entity acquiring by purchase, merger or operation of law a majority of the value of the assets of Lessee. Lessee shall not assign or transfer this Lease Agreement to any other person or entity without the prior written approval of Lessor, which approval shall not be unreasonably withheld. No assignment or subletting by Lessee with the approval of Lessor shall release Lessee from its obligations under this Lease Agreement, unless expressly so stated in Lessor's consent to the assignment. Notwithstanding anything to the contrary contained in this Agreement, Lessee may assign, mortgage, pledge, hypothecate or otherwise transfer without consent its interest in this Agreement to any financing entity, or agent on behalf of any financing entity to whom Lessee (i) has obligations for borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof.
- 18. <u>Subleases</u>. Lessee shall have the right to sublease or otherwise allow any other communications provider to occupy space on any antenna structure or equipment enclosure installed by Lessee at the Premises without Lessor's prior written consent, provided that any such sublessee shall be bound by all the duties and obligations of this Lease Agreement and that Lessee shall be primarily liable to Lessor for such sublessee's performance under this Lease Agreement. In any such sublease, Lessee shall be entitled to charge the subtenant rent or fees in order to recover the expenses which Lessee advanced to develop Lessee's Facilities at the Premises, to provide utilities to the Premises, and to recover its costs incurred to effect such subletting. The parties acknowledge that any subleassee of Lessee must enter into a separate lease agreement for ground space from Lessor.

19. <u>Nondisturbance and Quiet Enjoyment; Subordination; Estoppel Certificates; Entry Upon Premises by Lessor.</u>

- (a) So long as Lessee is not in default under this Lease Agreement, Lessee shall be entitled to quiet enjoyment of the Premises during the term of this Lease Agreement or any Renewal Term, and Lessee shall not be disturbed in its occupancy and use of the Premises.
- **(b)** This Lease Agreement shall be subordinate to each and every deed of trust, mortgage or other security instrument which may now or hereafter affect Lessor's Real Property and to any renewals, extensions, supplements, amendments, modifications or replacements thereof. In confirmation of such subordination, Lessee shall execute and deliver promptly any

Site No.: WCT 09-070 – Brisbane City Hall

Site Address: 50 Park Place, Brisbane, CA 94005

FINAL

certificate of subordination that Lessor may request, provided that such certificate acknowledges that this Lease Agreement remains in full force and effect and recognizes Lessee's right to nondisturbance and quiet enjoyment of the Premises so long as Lessee is not in default under this Lease Agreement. If any mortgagee or lender succeeds to Lessor's interest in Lessor's Real Property through a foreclosure proceeding or by a deed in lieu of foreclosure, Lessee shall attorn to and recognize such successor as Lessor under this Lease Agreement.

- At any time upon not less than ten (10) days' prior written notice by (c) Lessor, Lessee shall execute, acknowledge and deliver to Lessor or any other party specified by Lessor a statement in writing certifying that this Lease Agreement is in full force and effect and the status of any continuing defaults under this Lease Agreement.
- Lessor and Lessor's authorized representatives shall have the right to enter (d) the Premises at reasonable hours for any of the following purposes:
 - To examine and inspect the Premises; (1)
 - To inspect the performance by Lessee of the terms and conditions **(2)** of this Lease Agreement;
 - To serve, post or keep posted any notices required or allowed under (3) the provisions of this Lease Agreement or authorized by law;
 - To do any other act or thing necessary for the safety or preservation **(4)** of the Premises, or to comply with the directives of any governmental authority having jurisdiction over the Premises.
 - To perform any necessary maintenance, repair or replacement of **(5)** Lessor's Facilities located upon the Premises.

20. Indemnifications.

Lessee's Indemnity. Lessee hereby agrees to indemnify, defend, and hold Lessor and Lessor's officials, officers, employees, agents, contractors, subcontractors and volunteers harmless from and against any and all losses, claims, liabilities, damages, costs and expenses (including reasonable attorney's fees and costs) and injuries (including personal injuries or death) arising from or in connection with Lessee's installation, use, operation, maintenance or repair of Lessee's Facilities at the Premises or any other activity conducted by Lessee on the Premises or access over Lessor's Real Property or Lessee's shared use of Lessor's easements for access to the Premises, except those resulting from the gross negligence or willful misconduct of Lessor or Lessor's officials, officers, employees, agents, contractors. subcontractors or volunteers.

Page 11 of 18 Site No.: WCT 09-070 – Brisbane City Hall FINAL

- Lessor's Indemnity. Lessor hereby agrees to indemnify, defend, and hold (b) Lessee and Lessee's officers, directors, partners, shareholders, employees, agents, contractors or subcontractors harmless from and against any and all losses, claims, liabilities, damages, costs and expenses (including reasonable attorney's fees and costs) and injuries (including personal injuries or death) arising from or in connection with Lessor's use, operation, maintenance or repair of improvements on Lessor's Real Property or Lessor's shared use of easements for access to Lessor's Real Property, except those resulting from the gross negligence or willful misconduct of Lessee or Lessee's officers, directors, partners, shareholders, employees, agents, contractors or subcontractors.
- Survival of Indemnity Provisions. The indemnity provisions of this (c) section shall survive the expiration, cancellation or expiration of this Lease Agreement.
- 21. Environmental Issues; Historic Preservation; Hazardous Materials. represents that Lessor's Real Property is not subject to any environmental conditions, adverse impacts, or mitigation monitoring programs resulting from any prior environmental assessments conducted under the National Environmental Policy Act (NEPA) or the California Environmental Quality Act (CEQA) which could reasonably forbid, interfere with, or complicate Lessee's proposed use of the Premises. Further, Lessor represents that Lessor's Real Property has not been listed or been determined to be eligible for listing on the National Register of Historic Places, has not been identified or determined to be an historical landmark or located within an historic district or preservation district under applicable federal, state or local laws or regulations, and has not been identified as an archeological site nor as a location of any archeological artifacts or other similar resources by any prior survey or study. Further, Lessor represents that neither Lessor's Real Property nor the Premises have been used for the generation, storage, treatment or disposal of hazardous materials, hazardous substances or hazardous wastes as now or hereafter defined in the federal Solid Waste Disposal Act (SWDA; 42 U.S.C.§ 6901 et. seq.) or other federal or state environmental statutes or regulations. In addition, Lessor represents that no hazardous substances, hazardous wastes, pollutants. hazardous materials. polychlorinated biphenyls (PCBs), petroleum or other fuels (including crude oil or any fraction or derivative thereof) or underground storage tanks are located on Lessor's Real Property or the Premises for which a permit would be required or would be subject to remediation or regulation by any governmental agency. Notwithstanding any other provision of this Lease Agreement, Lessee relies upon the representations stated herein as a material inducement for entering into this Lease Agreement. Lessee shall not bring any hazardous materials onto the Premises except for those contained in its back-up power batteries (lead acid batteries) and common materials used in telecommunications operations, such as cleaning solvents. Lessee shall handle any hazardous materials it brings onto the Premises in accordance with all applicable federal, state and local laws and regulations. Lessor and Lessee each agree to defend, indemnify and hold harmless the other and the other's partners, affiliates, agents and employees against any and all losses, liabilities, claims and/or costs (including reasonable attorneys' fees and costs) arising from any breach of any representation, warranty or agreement contained in this paragraph. This paragraph shall survive termination of this Lease Agreement.

Page 12 of 18 Site No.: WCT 09-070 - Brisbane City Hall FINAL 22. <u>Notices and Deliveries</u>. Any notice or demand required to be given herein shall be made by certified or registered mail, return receipt requested, confirmed fax, or reliable overnight delivery service to the address of the respective parties set forth below:

Lessor:

City of Brisbane

Attn: Director of Public Works/City Engineer

50 Park Place

Brisbane, CA 94005

Telephone: 415-508-2131 Facsimile: 415-467-5547

Federal Taxpayer ID Number: 94-1525-367

Lessee:

West Coast Towers LLC 609 Caribbean Way San Mateo, CA 94402 Attn: Lease Administrator

With a copy to:

Notices sent by certified or registered mail shall be deemed given on the date of the return receipt; notice by fax shall be deemed given on the confirmation date; notice by overnight courier service shall be deemed given on the next business day following delivery of the notice to the service. Lessor or Lessee may from time to time designate any other address for notices or deliveries by written notice to the other party.

23. <u>Miscellaneous</u>.

- (a) <u>Severability</u>. If any provision of this Lease Agreement is held to be invalid or unenforceable by a court of competent jurisdiction with respect to any party, the remainder of this Lease Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable shall not be affected, and each provision of this Lease Agreement shall be valid and enforceable to the fullest extent permitted by law.
- (b) <u>Binding Effect</u>. Each party represents and warrants that said party has full power and authority, and the person(s) executing this Lease Agreement have full power and authority, to execute and deliver this Lease Agreement, and that this Lease Agreement constitutes a valid and binding obligation of each party, enforceable in accordance with its terms. This Lease Agreement shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.

Site No.: WCT 09-070 – Brisbane City Hall Site Address: 50 Park Place, Brisbane, CA 94005

- (c) <u>Waivers</u>. No provision of this Lease Agreement shall be deemed to have been waived by a party unless the waiver is in writing and signed by the party against whom enforcement of the waiver is attempted. No custom or practice which may develop between the parties in the implementation or administration of the terms of this Lease Agreement shall be construed to waive or lessen any right to insist upon strict performance of the terms of this Lease Agreement.
- (d) <u>Governing Law</u>. This Lease shall be governed by and construed in accordance with the laws of the State of California.
- (e) Attorneys' Fees and Costs. The prevailing party in any legal claim arising hereunder shall be entitled to its reasonable attorneys' fees and court costs. Should Lessor, without fault on Lessor's part, be made a party to any litigation instituted by Lessee or by any third party against Lessee, or by or against any person holding under or using the Premises by license of Lessee, or for the foreclosure of any lien for labor or materials furnished to or for Lessee or any such other person or otherwise arising out of or resulting from any act or transaction of Lessee or of any such other person, Lessee covenants to save, defend, and hold Lessor harmless from any judgment rendered against Lessor or the Premises or any part thereof, and all costs and expenses, including reasonable attorney's fees, incurred by Lessor in connection with such litigation.
- (f) <u>Survival</u>. Terms and conditions of this Lease Agreement which by their sense and context survive the termination, cancellation or expiration of this Lease Agreement will so survive.
- (g) Entire Agreement; Amendments. This Lease Agreement constitutes the entire agreement and understanding between the parties regarding Lessee's lease of the Premises and supersedes all offers, negotiations and other agreements concerning the subject matter contained herein. There are no representations or understandings of any kind not set forth herein. Any amendments to this Lease Agreement must be in writing and executed by authorized representatives of both parties.
- (h) No Presumptions Regarding Preparation of Lease Agreement. The parties acknowledge and agree that each of the parties have been represented by counsel or has had full opportunity to consult with counsel and that each of the parties has participated in the negotiation and drafting of this Lease Agreement. Accordingly it is the intention and agreement of the parties that the language, terms and conditions of this Lease Agreement are not to be construed in any way against or in favor of any party hereto by reason of the roles and responsibilities of the parties or their counsel in connection with the preparation of this Lease Agreement.

Site No.: WCT 09-070 – Brisbane City Hall

Site Address: 50 Park Place, Brisbane, CA 94005

FINAL

IN WITNESS WHEREOF, the parties have executed this Lease Agreement on the dates set forth below and acknowledge that this Lease Agreement is effective as of the date first above written.

	LESSOR:		
	THE CITY OF BRISBANE, a municipal corporation		
Date:	By:		
	Sepi A. Richardson, Mayor		
ATTEST:			
Sheri Marie Spediacci, City Clerk			
APPROVED AS TO FORM:			
Harold S. Toppel, City Attorney	LESSEE:		
	West Coast Towers LLC A California limited liability company		
	By: (Signature)		
	V · -		
	Print Name: Holly Hoffar		
	Title: Manager – Site Development		
	Date:		

Site No.: WCT 09-070 – Brisbane City Hall Site Address: 50 Park Place, Brisbane, CA 94005

CONSENT TO LEASE

The BRISBANE PUBLIC FINANCE AUTHORITY, a public agency, hereby consents to the foregoing Communications Site Lease Agreement between West Coast Towers LLC and the City of Brisbane, pertaining to a portion of the real property commonly known as 50 Park Place, Brisbane, California.

	BRISBANE PUBLIC FINANCE AUTHORITY		
Date:	Ву:		
	Sepi A. Richardson, Chair		
ATTEST:			
Sheri Marie Spediacci, Secretary			

Site No.: WCT 09-070 - Brisbane City Hall Page 16 of 18 Site Address: 50 Park Place, Brisbane, CA 94005 FINAL

City of Brisbane Agenda Report

TO: Honorable Mayor and City Council

FROM: Director of Public Works/City Engineer via City Manager

SUBJECT: Communications Site Lease Agreement

DATE: November 16, 2009

City Council Goals:

To design infrastructure and public facilities to be efficient, cost effective and to contribute to the cohesion and character of the community. (#2)

Purpose:

To forward a land lease agreement to the City Council for their review/approval. Citywide values that will be furthered by this action are Creativity and Convenience; this is an innovative solution to the increased demand for wireless services which provide the access and interconnectivity expected by our citizens.

Recommendation:

- 1. Approve the Communications Site Lease Agreement with West Coast Towers, LLC, with the condition that recommendation 2 be completed prior to execution of the agreement, and authorize the Mayor to sign on behalf of the City, and the Chair to sign on behalf of the Brisbane Public Finance Authority.
- 2. The Lessee shall fund a Radio Frequency Analysis to confirm that based on expected field strengths of anticipated antenna arrays, the existing emitters and the new site will not exceed the Federal Communication Commission's current prevailing standard for limiting human exposure to RF energy.

Background:

The City enacted an ordinance that imposed a moratorium on wireless telecommunications facilities within 600 feet from the boundary of any residential zone. After that imposition, the City Council considered a request from MetroPCS for placement of a sixty-five foot (65') monopole, including positions for three antenna arrays, at 50 Park Place.

The 5/17/04 staff report (attached) included a detailed analysis completed by an independent consultant of alternative sites, and an independent Radio Frequency (RF) Analysis that confirmed the exposure levels for employees of City Hall and neighboring business would not exceed the Federal Communications Commission's (FCC) current prevailing standard for limiting human exposure to RF energy. After discussion, the site lease agreement with MetroPCS was approved. MetroPCS subsequently installed the monopole, as well as an antenna array and ground equipment for their wireless communications operations.

The Planning Commission approved Sprint PCS' request to mount their antenna arrays on the monopole at their 7/6/07 meeting (staff report attached).

Two of the three antenna array positions are presently occupied (MetroPCS, Sprint); the third position at the top of the monopole is reserved for the city's use per the site lease agreement with MetroPCS. An attorney for the current tower owner has opined that the agreement does not give the City the right to sublease its reserved position.

Although AT&T has executed a ground lease with the city, there is no available pole position for their antenna array on the existing monopole; accordingly, they continue to operate out of the 298 San Bruno Avenue site. The city has also fielded recent inquiries from Clearwire Communications and T-Mobile regarding locations for a ground lease. City staff has heard from these companies that the existing monopole does not have the structural capability to allow vertical extension. Even if such capability existed, the height increase would have to be approved as a variance to the seventy foot (70') height limit specified in BMC Section 17.32.035.G.3.

Discussion:

Previous Council actions, staff reports, and independent studies have identified 50 Park Place as the preferred location for a wireless telecommunications site. The existing monopole does not have capacity for additional antenna arrays, and the remodeled City Hall parking lot does not readily accommodate additional contiguous ground lease space even if the pole were replaced with a taller unit.

The demand for wireless communications sites continues to grow; the city now has three companies looking for potential sites, including one carrier that presently operates in a Central Brisbane residential area. The revision to the City Hall project designed to incorporate the "rain garden" stormwater treatment project has created an unused concrete area at the southwest corner of the building. This area could accommodate the new monopole considered in the proposed lease agreement, and could also accommodate the ground space needs of the wireless carriers.

If the Council is willing to execute a second telecommunications monopole ground lease, then staff is also recommending that a follow-on Radio Frequency Analysis be completed to ensure that the addition of new emitters will not exceed the FCC's RF exposure limits for humans who will be inside or outside of 50 Park Place and other adjoining properties.

Fiscal Impact:

The monthly lease from the tower operator will be \$500 per month. Any communications carriers who elect to sublease a pole position from the Lessor will also have to enter into a separate ground lease agreement with the city.

Measure of Success

Ultimately, the installation of a second monopole and associated ground equipment that meets local residents' demands for cell phone service, that is sited pursuant to city ordinances on proximity to residential areas, that complies with the FCC's RF exposure limits, and that additionally provides a revenue stream to the city.

Attachments:

- City Council staff report for 5/17/04 meeting
- Planning Commission staff report for 7/6/07 meeting
- Communications Site Lease Agreement with West Coast Towers, LLC

Director of Public Works/City Engineer

Communications Site Lease Agreement

City of Brisbane Agenda Report

TO:

Mayor and City Council

FROM:

William Prince, Community Development Director

DATE:

May 17, 2004

SUBJECT: Metro PCS Monopole and Cell Antennas

RECOMMENDATION: Receive staff report and approve proposed monopole and equipment

BACKGROUND & DISCUSSION

As previously reported by the City Attorney (Exhibit 'A' dated March 1, 2004), the staff met with representatives of Metro PCS to explore alternative locations outside of residential areas, after further proceedings on the Council initiated appeal of the 298 San Bruno Avenue (church) site were suspended. Because the City subsequently adopted an urgency ordinance imposing a moratorium on wireless telecommunication facilities within 600 feet from the boundary of any residential zone, the alternative locations were chosen with the intent of meeting that standard, even though the use permit for the original site was not subject to the new ordinance. On the other hand. Metro PCS needed a site that would provide adequate coverage

The city retained an independent consultant, Front Tier (A Tynan Group Company), to review the analysis of the alternative sites submitted by Metro PCS. The sites looked at included: Ice House Hill. City Hall, and the pump station on Valley Drive It should be noted that other sites were also considered and rejected because they could not provide adequate service coverage

After reviewing the radio frequency information presented by Metro PCS on the alternative sites, the City's consultant concluded that the City Hall site was the best option for both Metro PCS, with regard to service coverage, and for the City, in terms of both being at least 600 feet away from any residential zone and providing a rental income to the benefit of the community through the City (Exhibit 'B' letter of February 16, 2004) It should be noted, that the consultant specifically reviewed the site coverage map for the Ice House Hill location (Exhibit 'C') and came to the conclusion that it would interfere with existing sites in the Metro PCS network. As can be seen from the site coverage map, Ice House Hill would also be an inefficient location, in that it would cover a large area towards San Francisco Bay that wouldn't be utilized.

The monopole antenna facility was originally proposed to be located at the southwest corner of City Hall However, after further investigation it was determined that said location would conflict with the

Page Two Metro PCS

location of the City's emergency generator. In addition, the location adjacent to City Hall did not provide adequate ground space for the equipment of other potential providers. Consequently, it was determined that the currently proposed location, across the parking lot from the originally proposed location, would better meet current and future needs

In the meantime, a radio frequency analysis was performed (3/25/04) and subsequently updated (5/13/04), by Diamond Services (Exhibit 'D'), indicating the radio frequency (RF) field strength and the degree of compliance with FCC standards. The updated report was to clarify the difference in the RF field strength from the already existing antenna on City Hall and the relocation of the monopole to the site across the City Hall parking lot. The revised report indicates that the RF level at ground level was 0.25% of the limit for general public uncontrolled exposure and that the RF level on the roof of City Hall was 0.86% of the limit. The roof level would be expected to be higher, because at roof level a person would be closer to the RF field around the antenna than at ground level. Both of these readings are below the levels associated with the previous location of the monopole adjacent to City Hall. Clearly, both readings are well below the FCC limit.

Because City property is not subject to the City's Zoning Regulations no use permit is required. Thus, the typical vehicle by which an entitlement can be granted while ensuring compliance with the City's standards, was not available. However, in this case, these issues can be addressed, as necessary, in the lease or by incorporated into the plans for a building permit. Two issues that should be addressed are a requirement that all signage be approved by the City and that the color of the monopole facility and the fencing around the equipment area be as required by the City. It should be noted that, while the fencing should provide adequate screening, no landscaping is being proposed.

The proposed monopole antenna facility is 65 feet high and provides room for the location of the Public Works Department communication facilities at the top. The Metro PCS facilities would be located below the City's communication facilities. Two additional ports will provide the potential for two additional providers, below the City and Metro PCS facilities (Exhibit 'E' site plan & elevations). While the pole is tall, it will largely be seen against the backdrop of the 20 foot tall industrial buildings in the foreground with, depending on orientation, views of San Bruno Mountain, the baylands, and the sky in the background. Elevation plan (sheet A-3) indicates the proposed color of the monopole would be forest green. Staff believes this is not the most desirable color. Staff recommends that a non-shiny light gray or grey-blue color would be less intrusive from the primary residential (east to west) view shed.

The site plan (A-1) shows the that the ground equipment area would be located, adjacent to the monopole, in the southwest corner of the City Hall parking lot on a 10 foot by 25 foot concrete slab enclosed by a 6 foot high fence. This is the area that would be leased from the City. The elevation plan, previously mentioned (A-3), shows the ground equipment cabinets and the fence. The fence is proposed to be chain link with green slats. Because the proposed green color would not blend in well with the industrial buildings in the background, staff recommends that the fence slats be grey

The City Attorney has provided a separate report that provides an update on the details the proposed lease arrangement with Metro PCS.

FISCAL IMPACTS: Fiscal benefits include monthly rent on the ground lease, installation of the City equipment, at applicant's expense, and City use of the monopole.

William Prince, Community Development Director

City Manager

May 17, 2004

Metro PCS project

List of Attachments Exhibits

- A City Attorney Council Report for the meeting of March 1, 2004
- B City Consultant (Front Tier A Tynan Group Company) letter of February 16, 2004
- C Site Coverage Map for Ice House Hill location
- D Radio Frequency Analysis report from Diamond Services dated, March 25, 2004
- E Photo Simulations

City of Brisbane Agenda Report

TO:

Honorable Mayor and City Council

FROM:

Hal Toppel, City Attorney

SUBJECT:

Status of Metro PCS Application

DATE:

For Council Meeting on March 1, 2004

RECOMMENDATION:

Suspend further proceedings on the appeal while an alternative location at City Hall is being considered and negotiated. If final agreement for the alternative location is reached, the original application for the site at 298 San Bruno Avenue can be withdrawn and the appeal will become moot.

BACKGROUND AND DISCUSSION:

Following the conduct of the public hearing on the Council-initiated appeal on the use permit granted to Metro PSC for a wireless telecommunications facility at 298 San Bruno Avenue, City staff met with representatives from Metro PCS to explore alternative locations outside of residential areas. At the suggestion of the City, several sites were investigated including City Hall, the pump station on Valley Drive, and Ice House Hill. The engineering studies indicated that City Hall would be a preferred location. In fact, this location will provide even better coverage than the original church site on San Bruno Avenue.

The City Engineer is now meeting with the Metro PCS engineers to work out the technical details for placement of an antenna on the City Hall property. The exact location and utility service for the antenna and related equipment needs to be determined. Part of this arrangement will include making space available on the antenna for the City's own communication facilities.

Since the facility will be located on City land, the land use entitlement will be in the form of a lease agreement rather than a use permit. A proposed draft of a lease has been submitted by Metro PSC and is being reviewed by the City Staff. Various issues still need to be resolved, such as the amount of rent payable to the City, the term of the lease, use of the antenna by other telecommunications services, and ownership of the antenna upon termination of the lease. After the initial negotiations with Metro PCS have been

completed at the staff level, the proposed lease agreement will be presented to the City Council for review and approval.

FISCAL IMPACT/FINANCING ISSUES:

If the City enters into a lease agreement with Metro PCS, the City will derive fiscal benefits from this agreement in form of monthly rent, installation of City equipment at the tenant's expense, and use of the antenna for municipal purposes at no cost to the City.

City Manager



February 16, 2004

Mr. William Prince City of Brisbane 50 Park Place Brisbane, CA 94005 FEB 1 9 2004

Bldg/Planning Dept. Literature

Subject: Third Party Review of metroPCS Wireless Communication Facility

Dear Bill,

It was a pleasure meeting with you, City staff, and members of the metroPCS team on February 4, 2004 to discuss metroPCS' proposed wireless communication facility in Brisbane. I submit this letter to assist the City in the decisions remaining to be made in the process of the development of metroPCS' wireless communication facility.

Overview

Upon visiting the existing and proposed facilities and reviewing the radio frequency information presented by metroPCS, I am confident that, of the options presented, the City Hall site represents the best option for metroPCS with regard to service coverage. That said, I also believe the City Hall site best serves the interests of the community in that the facility would not be located in a residential area and the rental income would belong to the City and its residents (this is also true for the ground space utilized by future collocations).

I felt that all parties left that meeting feeling that a consensus had been reached and the City is able to proceed with informed decisions with the best interests of the community in mind.

Recommendations

Regarding a facility at City Hall, I would like to provide the following recommendations and comments:

- Ensure that any support structure is structurally engineered to accommodate future collocation opportunities.
- When appropriate, be sure to require metroPCS to install extra conduit or other relevant infrastructure that would facilitate future collocations with as minimal impact as possible on the site.
- If the City is concerned about the visual impact of the support structure, explore design/stealthing options such as a water tank or a tree (for example). You would likely get some resistance from metroPCS if you proposed such a design due to added project costs. Also, the footprint of such a design may impact the City Hall site more than the City desires. My impression was that the future installation of

photovoltaic cells on the roof of City Hall would preclude locating a wireless facility or facilities on the roof.

- The representatives of metroPCS discussed utilizing a "slim-line" pole, which would house the antennas flush against the pole within a "radome". This is a good option that keeps the antennas out of view, as opposed to a "top hat" or triangular configuration, which you may be familiar with.
- Work with metroPCS to develop a site that meets the City's needs and desires in terms of landscaping & screening, fencing, color, etc.
- Ensure that the location of a support structure does not preclude collocations on the lower portions of the structure due to potential signal interference with regard to proximity to any buildings or vegetation.
- Retain the right to collect rent for ground space utilized by service providers collocating in the future.
- With regard to rent, I do not know monthly rents that metroPCS pays at facilities similar to the one proposed. This is not public information. However, based on my experience, I recommend beginning negotiations in a range between \$1,500.00 and \$2,000.00 per month. I would encourage the City to not settle for less than \$1,000.00 per month.
- To protect the City's interests, you may wish to draft lease documents with provisions for the following:
 - termination;
 - removal of the facility and restoration of the site to its previous condition in the case of termination;
 - resolution of any potential issues regarding interference with City communication facilities;
 - maintenance and appearance of the site;
 - assignment of the lease; and
 - approvals and compensation for the installation of additional antennas or equipment.

Conclusion

Again, it was a pleasure meeting you and the other attendees of our meeting, as well as becoming familiar with the City of Brisbane. I trust that the above recommendations will assist the City in making informed and confident decisions with regard to the proposed facility now and in the future.

I will forward a bill for my services in early March 2004.

Mr. William Prince February 16, 2004 Page 3

Please do not hesitate to call me if you have any questions. I would be more than happy to assist you. You may reach me at (805) 898-0567 or (805) 455-4988 (mobile).

Sincerely,

Steven M. Port Senior Planner

Site Coverage of Ice House Hill By Itself

Coverage Legend
in-Building
In-Vehicle
Outdoor
No Service





Diamond Services

3860 Industrial Way Benicia, CA 94510 Phone: 707 751-5900 Fax: 707 751-5901

RADIO FREQUENCY ANALYSIS
PROPOSED PERSONAL COMMUNICATION SYSTEM
BASE STATION
metroPCS SITE NO. SFA-Z08-352B
"BRISBANE CITY HALL"
50 PARK PLACE,
BRISBANE, CALIFORNIA

By: Diamond Services Date 05/13/2004

Report Summary

Based upon information provided by metroPCS, and through physical verification of the emitted RF field strength, and through calculations of expected field strength, it is the engineer's opinion that the proposed metroPCS Personal Communication System (PCS) site which will be located at 50 Park Place, Brisbane, California will comply with the FCC's current prevailing standard for limiting human exposure to RF energy. Therefore, no significant impact on the environment or general population is expected. The measured and calculated electromagnetic field strength in normally publicly accessible areas is fess than the existing standard allows for general population uncontrolled exposure.

At this site, there are two existing omnidirectional antennas installed on the roof of City Hall. The measured RF levels are primarily from these two existing antennas.

Measured RF values

The maximum measured RF level on the roof was 32.67% of the limit for general public uncontrolled exposure. The maximum measured RF level at ground level was 1.30% of the limit for general public uncontrolled exposure.

Calculated RF values from proposed metroPCS antennas:

The maximum calculated additional field strength at roof level from the proposed metroPCS antennas is 0.86% of the limit for general public uncontrolled exposure

The maximum calculated additional field strength at ground level from the proposed metroPCS antennas is 0.25% of the limit for general public uncontrolled exposure

Combined measured and calculated RF values

At roof level, the combined effect of the measured RF level and the maximum calculated additional contribution from the proposed metroPCS antennas is 33.53% of the existing standard for general population uncontrolled exposure.

At ground level, the combined effect of the measured RF level and the maximum calculated additional contribution from the proposed metroPCS antennas is 1.55% of the existing standard for general population uncontrolled exposure

General Recommendations

Maintenance personnel should be instructed to notify the appropriate Carrier prior to working in front of any transmitting antenna.

RF warning signs should be posted at the base of the monopole.

Background

Diamond Services¹ has been retained by metroPCS to conduct a Radio Frequency (RF) electromagnetic field analysis for a proposed PCS site to be located at 50 Park Place, Brisbane. California. This analysis consists of a review of the site conditions, measurement of the RF field strength at roof and ground level, calculation of the expected contribution by the new metroPCS antennas, and the provision of a comparison of the estimated field strength with the Federal Communication. Commission (FCC) recommended guidelines for human exposure to RF electromagnetic fields.

Site Description

Based upon the drawings and observations at the site, two omnidirectional antennas are mounted on the adjacent building. Three proposed metroPCS panel antennas will be mounted on a new monopole. The monopole will be installed southwest of City Hall, at the parking lot boundary. The antenna heights will be approximately 57 - 8" (to bottom of antennas) above ground level

RF Field Strength Survey Methodology

Matt Runte, of Diamond Services utilized a Holaday HI-4460 RF field strength survey meter with model HI-4455 probe to quantify the RF field strength at various points at roof and ground level. The calibration date for the Holaday HI-4455 probe is May 28, 2003. The maximum field at roof level was 0.0130 mW/cm², measured in the Southeasterly portion of the roof. The maximum field at ground level was 0.006 mW/cm², measured at the Southwest corner of the building.

The survey was performed on 03/24/2004 at approximately 10:00:00 AM

RF Field Strength Calculation Methodology

A generally accepted method is used to calculate the expected RF field strength. The method uses the FCC's recommended equation² which predicts field strength on a worst case basis by <u>doubling</u> the predicted field strength. The following equation is used to predict maximum RF field strength:

Equation 1
$$S = \frac{(2 \text{ } f^2 PG)}{4\pi R^2} = \frac{PG}{\pi R^2} = \frac{EIRP}{\pi R^2}$$

Where:

S = power density

P = power input to the antenna

G = power gain of the antenna in the direction of interest relative to an isotropic radiator

R = distance to the center of radiation of the antenna

Using a maximum effective radiated power of 616 watts, and a down tilt of 5°, the maximum calculated field strength for this site at 6'-6" above ground level in front of an antenna is .0025 mW/cm². Using this result, the maximum calculated additional field strength at ground level is 0.25% of the limit for general public uncontrolled exposure

Using a maximum effective radiated power of 616 watts, and a down tilt of 5°, the maximum calculated field strength for this site at roof level (City Hall Building) in front of an antenna is 0086 mW/cm². Using this result, the maximum calculated additional field strength at roof level is 0.86% of the limit for general public uncontrolled exposure.

Calculations were performed for the main antenna lobe, the -3dB point, and the first and second lower lobes

See Table 1 for the FCC's guidelines on Maximum Permissible Exposure (MPE)—Note that the RF ranges referenced for this analysis are the ranges of 30 – 300 Mhz and 1500 – 100,000 Mhz. Table 1 is included in Appendix A.

Exposure Environments

The FCC guidelines incorporate two separate tiers of exposure limits that are dependent on the situation in which the exposure takes place and/or the status of the individuals who are subject to exposure. The decision as to which tier applies in a given situation should be based on the application of the following definitions.

Occupational/controlled exposure limits apply to situations in which persons are exposed as a consequence of their employment and in which those persons who are exposed have been made fully aware of the potential for exposure and can exercise control over their exposure. Occupational/controlled exposure limits also apply where exposure is of a transient nature as a result of incidental passage through a location where exposure levels may be above general population/uncontrolled limits (see below), as long as the exposed person has been made fully aware of the potential for exposure and can exercise control over his or her exposure by leaving the area or by some other appropriate means

General population/uncontrolled exposure limits apply to situations in which the general public may be exposed or in which persons who are exposed as a consequence of their employment may not be made fully aware of the potential for exposure or cannot exercise control over their exposure. Therefore, members of the general public always fall under this category when exposure is not employment-related

For purposes of applying these definitions, awareness of the potential for RF exposure in a workplace or similar environment can be provided through specific training as part of a RF safety program. Warning signs and labels can also be used to establish such awareness as long as they provide information, in a prominent manner, on risk of potential exposure and instructions on methods to minimize such exposure risk. For example, a sign warning of RF exposure risk and indicating that individuals should not remain in the area for more than a certain period of time could be acceptable

Another important point to remember concerning the FCC's exposure guidelines is that they constitute *exposure* limits (not *emission* limits), and they are relevant only to locations that are *accessible* to workers or members of the public. Such access can be restricted or controlled by appropriate means such as the use of fences, warning signs, etc., as noted above. For the case of occupational/controlled exposure, procedures can be instituted for working in the vicinity of RF sources that will prevent exposures in excess of the guidelines. An example of such procedures would be restricting the time an individual could be near an RF source or requiring that work on or near such sources be performed while the transmitter is turned off or while power is appropriately reduced

Qualifications of Reporting Engineer

Mr Runte has been involved in the measurement and analysis of RF emissions since 1979. He has designed numerous RF systems including both site design and RF system design. He is a registered Professional Engineer in the state of California, and all contents of this report are true and correct to the best of his knowledge.

Signed: Date: <u>05/13/2004</u>

Matthew J. Runte, P.E.

Pop Boliston B

Professional Engineer Stamp

APPENDIX A

Term Definitions

Exposure Exposure occurs whenever and wherever a person is subjected to electric, magnetic or electromagnetic fields other than those originating from physiological processes in the body and other natural phenomena.

Exposure, partial-body Partial-body exposure results when RF fields are substantially nonuniform over the body. Fields that are nonuniform over volumes comparable to the human body may occur due to highly directional sources, standing-waves, re-radiating sources or in the near field.

General population/uncontrolled exposure. For FCC purposes, applies to human exposure to RF fields when the general public is exposed or in which persons who are exposed as a consequence of their employment may not be made fully aware of the potential for exposure or cannot exercise control over their exposure. Therefore, members of the general public always fall under this category when exposure is not employment-related.

Maximum permissible exposure (MPE) The rms and peak electric and magnetic field strength, their squares, or the plane-wave equivalent power densities associated with these fields to which a person may be exposed without harmful effect and with an acceptable safety factor

Occupational/controlled exposure. For FCC purposes, applies to human exposure to RF fields when persons are exposed as a consequence of their employment and in which those persons who are exposed have been made fully aware of the potential for exposure and can exercise control over their exposure. Occupational/controlled exposure limits also apply where exposure is of a transient nature as a result of incidental passage through a location where exposure levels may be above general population/uncontrolled limits (see definition above), as long as the exposed person has been made fully aware of the potential for exposure and can exercise control over his or her exposure by leaving the area or by some other appropriate means.

Table 1. LIMITS FOR MAXIMUM PERMISSIBLE EXPOSURE (MPE)

(A) Limits for Occupational/Controlled Exposure

Frequency Range (MHz)	Electric Field Strength (E) (V/m)	Magnetic Field Strength (H) (A/m)	Power Density (S) (mW/cm ²)	Averaging Time E ² , H ² or S (minutes)
0.3-3.0	614	1.63	(1()())*	6
3.0-30	1842/1	4 89/f	(900/f ²)*	6
30-300	61.4	0 163	1 ()	6
300-1500	#41 M4	-	f/300	6
1500-100,000	+M 100h	m.0	5	6

(B) Limits for General Population/Uncontrolled Exposure

Frequency Range (MHz)	Electric Field Strength (E) (V/m)	Magnetic Field Strength (H) (A/m)	Power Density (S) (mW/cm ²)	Averaging Time E ² , H ² or S (minutes)
, ,		,		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
0.3-1.34	614	1.63	(10)())*	30
1.34-30	824/f	2 19/f	$(180/f^2)^*$	30
3()-3()()	27.5	0.073	0.2	30
300-1500	80. 907		1/1500	30
1500-100,000			1.0	30

f = frequency in MHz

NOTE 1: Occupational/controlled limits apply in situations in which persons are exposed as a consequence of their employment provided those persons are fully aware of the potential for exposure and can exercise control over their exposure. Limits for occupational/controlled exposure also apply in situations when an individual is transient through a location where occupational/controlled limits apply provided he or she is made aware of the potential for exposure.

NOTE 2: General population/uncontrolled exposures apply in situations in which the general public may be exposed, or in which persons that are exposed as a consequence of their employment may not be fully aware of the potential for exposure or can not exercise control over their exposure

^{*}Plane-wave equivalent power density

City of Brisbane Memorandum

TO:

William Prince, Community Development Director

7/6/07

FROM:

Tim Tune, Senior Planner

SUBJECT:

50 Park Place; Telecommunications Administrative Permit TC-1-07; Add 3 Panel Antennas to Existing Metro PCS Monopole with Ground-Mounted Utility Cabinets in Expanded Enclosure to be Shared with AT&T/Cingular; James Singleton, Cal Com Systems, for Sprint PCS, applicant; City of

Brisbane, owner; APN 005-201-130

Request: The applicant requests administrative approval to add 3 panel antennas mounted at a height of 48 ft. on the 65 ft. tall monopole located at the western corner of the City Hall site. The antennas, each approximately 1 ft. wide, 5 ft. high and 1 ¼ ft. deep, would face north, southeast and southwest, below the existing Metro PCS antennas and the approved AT&T/Cingular antennas. The existing fenced enclosure at the base of the monopole would be expanded with an additional 16 ft. by 20 ft. area, which would include the previously approved 11 ft. by 12 ft. expansion for AT&T/Cingular (TC-1-06). It would contain equipment and utility cabinets atop a 1 ft. high concrete slab, as well as a GPS antenna, and would be secured with a 6 ft. tall chain-link-with-slats fence to match the existing.

Recommendation: Approve Telecommunications Administrative Permit TC-1-07 per the staff memorandum with attachments.

Environmental Determination: Minor alteration of existing facilities is categorically exempt from the provisions of the California Environmental Quality Act per Section 15301 of the State CEQA Guidelines. The exceptions to the use of this categorical exemption referenced in Section 15300.2 do not apply.

Applicable Code Sections: Brisbane Municipal Code Section 17.32.032.D allows administrative approval of wireless telecommunication facilities that are building- or roof-mounted; that are architecturally integrated with the building so as not to be recognized as antennae; that are co-located on an existing approved support structure; that are mounted on other existing or similar replacement structures (water tanks, utility poles, light poles, etc.); that are constructed to appear as another object, such as a tree, flag pole or architectural feature ("stealth facility"); that would require expansion of an existing support structure up to a maximum height of 70 ft.; or that would require the

addition of dish antenna up to 4 ft. in diameter or whip antennae on existing support structures.

Per BMC Section 17.32.032.G, such facilities shall comply with the following development and operational standards:

- 1. Facilities shall be sited to minimize views from the public right-of-way and screened by buildings and/or trees where possible.
- 2. Facilities shall not create an overconcentration of poles or visible equipment so as to avoid excessive visual impacts in localized areas.
- 3. The height of antennae and support structures shall be limited to the minimum necessary to provide adequate coverage, while avoiding the proliferation of additional facilities. However, an antenna or its support structure shall not exceed 70 feet in height, unless a variance from this limitation is granted by the Planning Commission pursuant to Chapter 17.46 of this Title.
- 4. Where an equipment building accompanies the structure, it shall be designed, colored and textured to match adjacent buildings or screened from view. Landscaping may be required to screen views of the facility from the public right-of-way.
- 5. Underground vaults may be required in order to mitigate physical, aesthetic, or safety considerations which cannot otherwise be mitigated.
- 6. All facilities shall be designed to prevent unauthorized access.
- 7. All new wireless telecommunication facilities shall be designed and operated in conformance with applicable American National Standards Institute (ANSI) standards and in compliance with all applicable Federal Communications Commission (FCC) standards.
- 8. Support structures shall be either galvanized steel or painted to blend with their surroundings. Permitted dishes and antennae shall be galvanized steel or painted to match the existing building or support structure.

Per BMC Section 17.32.032.H, the facility shall be removed, if the facility is abandoned or if the administrative permit is revoked and becomes void.

Analysis: The proposed facility will be co-located on the existing monopole previously approved by the City. It is approximately 695 ft. from the nearest boundary of a residential district. Per BMC Section 17.32.032.G.1, the antennae will be located at the far rear corner of the site, away from adjoining streets. An existing eucalyptus tree on the property next door partially screens the monopole from view from Valley Drive. Per BMC Section 17.32.032.G.1, the existing single pole will be shared, and at its base, the existing equipment enclosure will be expanded, so as to avoid excessive visual impacts in the area. Per BMC Section 17.32.032.G.4, landscaping to match the existing is proposed on the sides of the equipment enclosure facing Valley Drive and Park Place.

TC-1-07 7/6/07 Page 3

Per BMC Section 17.32.032.G.6, the ground-mounted equipment will be installed atop 1 ft. high concrete slab and secured by a 6 ft. tall fence to prevent unauthorized access. According to the submitted elevations, the equipment cabinet will be taller than the fence and so should be painted gray to match the monopole per BMC Section 17.32.032.G.4. Per BMC Section 17.32.032.G.8, the color of the antennas should also match the gray of the existing antennae and monopole, as shown on the submitted photosimulations.

The fenced enclosure will eliminate 2 parking spaces (two spaces were previously eliminated by the existing enclosure). The remaining parking spaces are more than sufficient to meet the current parking requirements for the office building (not including the temporary trailers).

Sprint (which merged with Nextel in 2005) currently has telecommunications facilities at 99 South Hill Drive, 1 North Hill Drive and 7000 Marina Boulevard. According to the submitted coverage maps, the proposed antennas will improve signal strength in Central Brisbane and portions of Crocker Park.

Attachments:

Recommended Conditions of Approval
Applicant's Statement, Plans, Photosimulations and Signal Strength Coverage
Maps
FCC Authorization

Telecommunications Administrative Permit TC-1-06 Recommended Conditions of Approval

- A. Application for a Building Permit (via submittal of 4 sets of plans and payment of plan check fees) for the subject facilities shall be made and the project shall be completed to the satisfaction of the Building Official at final inspection prior to permanent operation of the facilities.
- B. The color of the antennae shall match the gray of the existing antennae and monopole.
- C. The color of the fence slats shall match the forest green the existing fence.
- D. The equipment cabinets that extend above the height of the fence shall be painted gray to match the color of the existing monopole.
- E. Cape Honeysuckle (*Tecoma capensis*) vines shall be planted around the new fence as shown on the submitted plans.
- F. The facilities shall be designed and operated in conformance with applicable American National Standards Institute (ANSI) standards and in compliance with all applicable Federal Communications Commission (FCC) standards.
- G. The facilities shall be removed, if the facilities are abandoned or if the administrative permit is revoked and becomes void.

Cal Com Systems Inc.

2001 Omega Road # 100, San Ramon, CA 94583

June 27, 2007

City of Brisbane - Planning 50 Market Place Brisbane, CA 94005

RE: Sprint - 50 Park Place, Brisbane

To Whom It May Concern:

HB (4, 139)

Proposal:

Cal Com Systems, on behalf of Sprint, is requesting the issuance of an administrative permit by the Zoning Administrator to accommodate the installation of its unmanned wireless facility at 50 Park Place. Brisbane. The proposed Sprint facility consists of a co-location to an already existing 65° monopole on City property. Previous approvals installations include Metro PCS and Cingular (now AT&T). Sprint is seeking issuance of an administrative permit, provided under Subsection 17.32.032G, of the Brisbane Municipal Code, wherein a facility that complies with the applicable development and operational standards may be granted by the Zoning Administrator.

The proposed Sprint facility includes three (3) panel antennas mounted to the existing monopole at 48-feet (beneath the existing Metro and Cingular facilities). The proposed Sprint equipment is located adjacent to the existing carriers lease area(s) on City property (See plan-set Sheet A-2 and provided photo-simulations).

Alternative Sites Analysis:

In its attempt to further improve its service needs in the Brishane area. Sprint attempted to rectify its coverage issues with modifications to its already existing site(s) FS04XC902 and SFT3XC213 (see existing proposed coverage maps). Unfortunately, modifications to these existing facilities showed only marginal improvements at best and resulted in interference with existing signals and poor signal strength for the intended coverage area.

Compliance with Development and Operational Standards:

1. Facilities shall be sited to minimize wews from the public right of way and screened by buildings and or trees where possible. The discillation is shad in an existing manapole where co-incurion is thready being provided.

- 2. Facilities shall not create an over-concentration of poles or visible equipment so as to avoid excessive visual impacts in located areas. The facility will not require the addition of another monopole. There is presently space on the existing tower (as mandated by the Brishane Municipal Code tower facilities shall be designed to accommodate collocation) to house additional antennas and room at the base of the existing tower to accommodate additional radio equipment.
- 3. The height of antennae and support structures shall be limited to the minimum necessary to provide adequate coverage while avoiding the proliferation of additional facilities. However, an antenna or its support structure shall not exceed 70 feet in height, unless a variance from this limitation is granted by the Planning Commission pursuant to Chapter 17.46 of this Title. Sprint proposes to locate its antenna in the 48° threshold requiring no extension to the existing 65 tall pole.
- 4. Where an equipment building accompanies the structure, it shall be designed, colored and textured to match adjacent building or screened from view. Landscaping may be required to screen views of the facility from the public right of way. Sprint will locate its equipment adjacent to the existing Metro and Cingular equipment lease areas. Sprint will also install the same style of chain-link fencing we green vinvi-slats and include climbing vines on the exterior of the fencing to match the existing vine plantings on site.
- 5. Underground vaults may be required in order to mitigate physical, aesthetic, or safety considerations which cannot be otherwise mitigated. Placement of the radio equipment is proposed at the base of the existing monopole and inducent to two already existing wireless facilities, i.e. co-located.
- 6. All facilities shall be designed to prevent unauthorized access. The proposed wireless facility is behind a chain-link fonce with a locked gare and inaccessible to the general public.
- All new wireless telecommunication facilities shall be designed and operated in conformance with applicable American National Standards Institute (ANSI) standards and in compliance with all applicable Federal Communication Commission (FCC) standards. The wireless facility shall be designed and operated in conformance with ANSI. Spring's a licensed wireless provider under the FCC. Wireless on L.P. (See arrached licensing document).
- 5. Support structures shall be either gaivanized steel or painted to blend with their surrounding. Permitted dishes and antennae shall be gaivanized steel or painted to match the existing building or support structure. Sprint agrees

to paint its antenna to match the colors presently on the monopole and the antennas of both Meiro PCS and Cingular.

Removal of Facilities

If for any reason Sprint should discontinue its service(s), the facility shall be removed.

If you have any questions, please feel free to contact me at (650) \$14-0564

Sincerely.

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James Singleton Cal Com Systems



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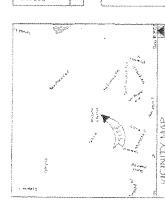
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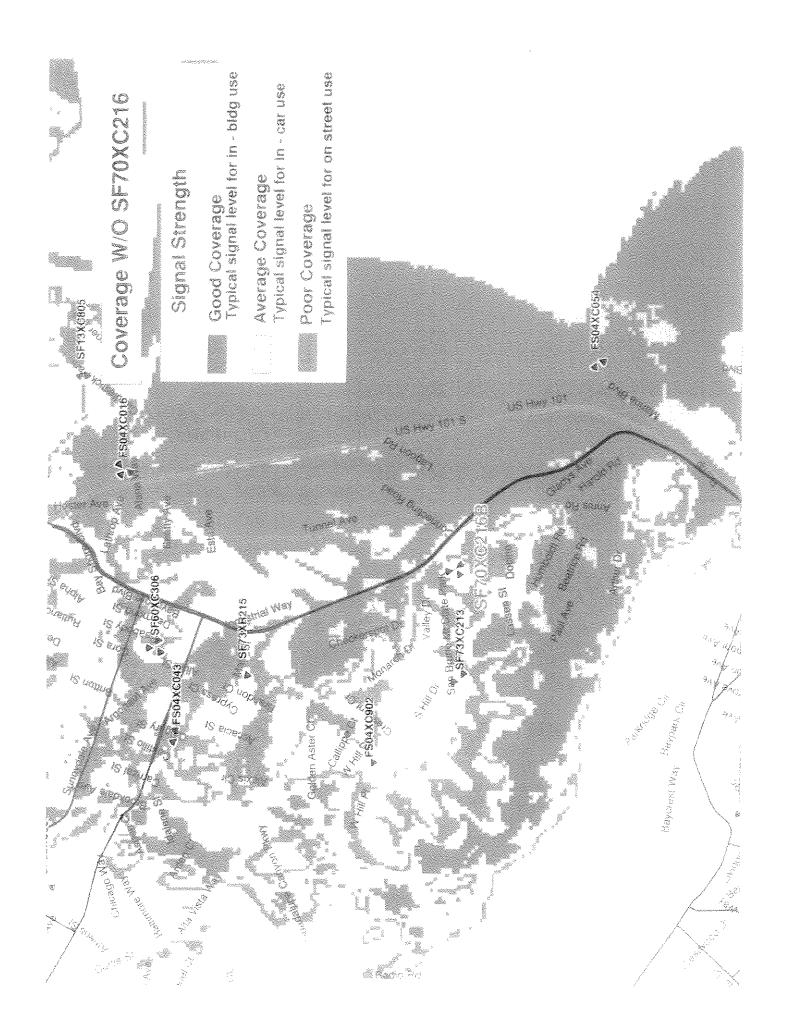
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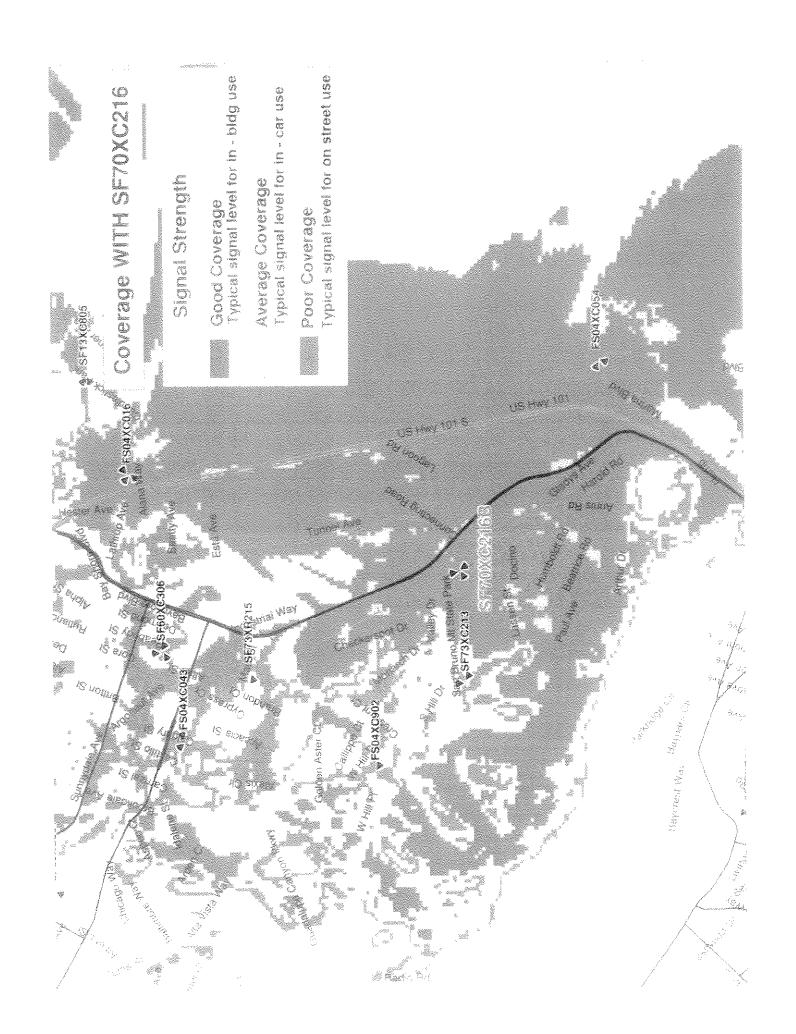


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### Federal Communications Commission Wireless Telecommunications Bureau Radio Station Authorization

Page 1 of 1

LICENSEE NAME: WIRELESSOO, L.P.

LUISA L. LANCETTI WIRELESSOD, L.P. 401 9TH STREET, NW, SUITE 400 WASHINGTON DC 20004

COMM. Jev. Jept. 2080ans

FCC Reg	istration Number (FRN)
0002316545	
Call Sig	n File Number
KNLF208	0002109409

Grant Date	Effective Date	Expiration Date	Print Date
05-23-2005	05-23-2005	06-23-2015	05-24-2005

Market Number	Channel Block	Sub-Market Designator	
MTAQQ4	А	4	

Market Name: San Francisco-Dakland-San Jose

1st Build-out Date	2nd Build-out Date	3rd Build-out Date	4th Build-out Date	
06-23-2000	06-23-2005			

### SPECIAL CONDITIONS OR WAIVERS/CONDITIONS

The licensee hereof is authorized for the period indicated, to operate a radio transmitting station in accordance with the terms and conditions hereinafter described. This authorization is subject to the provisions of the Communications Act of 1934, as amended, subsequent Acts of Congress, International treaties and agreements to which the United States is a signatory, and all pertinent rules and regulations of the Federal Communications Commission, contained in Title 47 of the code of Federal Regulations.

### Conditions:

Pursuant to Section 309(h) of the Communications Act of 1934, as amended, 47 U.S.C. Section 309(h), this license is subject to the following conditions: This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequencies designated in the license beyond the term thereof nor in any other manner than authorized herein. Neither the license nor the right granted thereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934, as amended. See 47 U.S.C. Section 310(d). This license is subject in terms to the right of use or control conferred by Section 706 of the Communications Act of 1934, as amended, See 47 U.S.C. Section 606.

A graphical representation of the geographic area authorized to this call sign may be generated by selecting Search 'Licenses' at the following web address: http://wirejess.fcc.gov/uls/index.html.

### COMMUNICATIONS SITE LEASE AGREEMENT

THIS COMMUNICATIONS SITE LEASE AGREEMENT ("Lease Agreement") dated as of _______, is made by and between West Coast Towers LLC, a California limited liability company ("Lessee") and City of Brisbane, a municipal corporation ("Lessor").

### RECITALS

This Lease Agreement is entered into based upon the following facts, circumstances and understandings:

- A. Lessor owns certain real property legally described in Exhibit "A" attached hereto and commonly known as 50 Park Place, Brisbane, CA 94005; Assessor's Parcel Number 005-201-130 ("Lessor's Real Property"). Lessee desires to lease a portion of Lessor's Real Property with any easements over and above other portions of Lessor's Real Property necessary for Lessee's access to the leased area (altogether the "Premises"), as shown on the drawing attached hereto as Exhibit "B". Lessor represents and warrants that it has full rights of ingress to and egress from the Premises from a public roadway.
- **B.** Lessee is a wireless site development company that desires to install and sublease a monopole for use by other wireless communications carriers.
- C. Lessor is willing to lease the Premises to Lessee for Lessee's proposed use subject to the terms and conditions of this Lease Agreement.

### WHEREFORE, the parties hereto agree as follows:

- 1. Grant of Lease. Lessor hereby leases to Lessee the Premises for Lessee's proposed use, subject to the following terms and conditions.
- 2. Permitted Uses. The Premises may be used by Lessee for the installation of a monopole that is expected to be subleased to communications carriers for the operation of a wireless communications site. Under this Lease Agreement, Lessee may install, place, use and operate on the Premises such supporting antenna structure and associated subterranean foundations as required, and related equipment (collectively "Lessee's Facilities") as Lessee deems necessary for the operation of its wireless communications monopole at the Premises. Further, Lessee may perform construction, maintenance, repairs, additions to, and replacement of Lessee's Facilities as necessary and appropriate for its ongoing business and has the right to do all work necessary to prepare, modify and maintain the Premises to accommodate Lessee's Facilities and as required for Lessee's communications operations at the Premises. Lessee's

Site No.: WCT 09-070 – Brisbane City Hall
Site Address: 50 Park Place, Brisbane, CA 94005

Page 1 of 18
FINAL

Facilities shall be installed and operated in compliance with all applicable federal, state and local statutes, ordinances, rules and regulations, including FCC regulations pertaining to wireless communication facilities. Without limiting the generality of the foregoing, Lessee will, at its own cost and expense, perform each of the actions set forth in the "Summary of Project" attached hereto and mad a part hereof.

- Query Precedent: Prior Approvals. This Lease Agreement is conditioned upon Lessee obtaining all governmental licenses, permits and approvals enabling Lessee to construct and operate wireless communications facilities on the Premises. Such approvals include a building permit issued by Lessor for installation of Lessee's Facilities on the Premises. Lessor agrees to cooperate with Lessee's reasonable requests for Lessor's signatures as real property owner on applications for any other permits, for allowing site inspections by other governmental agencies required in connection with reviewing permit applications, and for assistance in obtaining such necessary approvals, provided that such cooperation and assistance shall be at no expense to Lessor. Lessee's Facilities shall be constructed and installed in accordance with plans and specifications approved by Lessor, which approval shall not be unreasonably withheld or delayed..
- 4. Term. The term of this Lease Agreement ("Term") shall be five (5) years commencing with the issuance of a building permit by Lessor allowing Lessee to construct Lessee's Facilities on the Premises ("Commencement Date"). Lessee shall promptly deliver to Lessor a written acknowledgment of the Commencement Date. Provided that Lessee is not then in default under this Lease Agreement, Lessee shall have the right to extend the Term of this Lease Agreement for four (4) additional terms (each a "Renewal Term") of five (5) years each. The terms and conditions for each Renewal Term shall be the same terms and conditions as in this Lease Agreement, except that the Rent shall be increased as set forth hereinbelow. This Lease Agreement shall automatically be extended for each successive five (5) year Renewal Term unless Lessee is then in default hereunder or unless Lessee notifies Lessor in writing of Lessee's intention not to extend this Lease Agreement at least thirty (30) days prior to the expiration of the first Term or any Renewal Term.

### 5. Rent.

(a) Within fifteen (15) days of the Commencement Date, Lessee shall pay as rent, the sum of Five Hundred Dollars (\$500.00) ("Rent") per month. Rent shall be payable on the first day of each month, in advance, to Lessor or Lessor's alternate payee specified in Section 22, Notices and Deliveries. If the first anniversary of the Commencement Date of this Lease Agreement is other than the first day of a calendar month, Lessee may pay on such anniversary date the prorated Rent for the remainder of the calendar month and thereafter Lessee shall pay a full month's Rent on the first day of each calendar month, except that payment shall be prorated for the final fractional month of this Lease Agreement, or if this Lease Agreement is terminated before the expiration of any month for which Rent should have been paid. If any installment of Rent or other charge payable by Lessee hereunder is not received by Lessor within ten (10) days after the same becomes due, Lessor shall be entitled to collect as additional rent, a sum equal to

five percent (5%) of the delinquent payment. Acceptance of any late charge as additional rent shall not constitute a waiver of Lessee's default with respect to the overdue amount, nor prevent Lessor from exercising any other rights and remedies available to Lessor hereunder or provided by law.

- Rent shall be adjusted annually on each anniversary of the Commencement Date ("Adjustment Date") by an amount equal to either the CPI Adjustment (as hereinafter defined) or three percent (3%) of the Rent paid during the immediately preceding month, whichever is greater, provided however that in no event shall the adjustment exceed five percent (5%) of the Rent paid for the preceding month. In the event the CPI Adjustment for any year is greater than five percent (5%), the excess shall be carried over to subsequent years and added to the monthly rent for any year in which the CPI Adjustment is less than five percent (5%) until such time as the total excess has been recovered by City. No amount shall be owed by Lessee for any carry-over excess that may remain outstanding as of the expiration or termination of this Lease. The CPI Adjustment shall be the percentage increase, if any, in the Consumer Price Index published by the United States Department of Labor, Bureau of Labor Statistics, for Urban Wage Earners and Clerical Workers, All Items, for the San Francisco-Oakland Statistical Area ("CPI") published for the month nearest preceding the current Adjustment Date as compared to the CPI published for the month nearest preceding the Adjustment Date for the immediately preceding year. If the CPI is discontinued, another similar index shall be mutually agreed upon by the parties. Lessor shall provide Lessee with written notice of each annual adjustment, whether pursuant to CPI or other similar index, at least thirty (30) days prior to each Adjustment Date.
- (c) As additional consideration for Lessee's use and occupancy of the Premises during the term of this Lease, Lessee shall install cyclone fencing and landscaping around the entire telecommunications compound as shown on Exhibit "B" which shall include ground space Lessor shall lease to future tenants.

### 6. <u>Due Diligence Contingency and Pre-Commencement Date Access to Premises.</u>

(a) Lessee shall have the right (but not the obligation) at any time following the full execution of this Lease Agreement and prior to the Commencement Date, to enter the Premises for the purpose of making necessary inspections, taking measurements and conducting engineering surveys (and soil tests where applicable) and other reasonably necessary tests to determine the suitability of the Premises for Lessee's Facilities ("Due Diligence"), and for the purpose of preparing the Premises for the installation or construction of Lessee's Facilities. During any Due Diligence activities or pre-construction work, Lessee shall have insurance which covers such activities as set forth in Section 16, <u>Insurance</u>. Lessee will notify Lessor of any proposed tests, measurements or pre-construction work and will coordinate the scheduling of such activities with Lessor. If in the course of its Due Diligence Lessee determines that the Premises are unsuitable for Lessee's contemplated use, then Lessee shall have the right to

terminate this Lease Agreement prior to the Commencement Date by delivery of written notice thereof to Lessor as set forth in Section 13, <u>Termination</u>.

(b) Lessee acknowledges and agrees that the Premises are being leased to Lessee in "AS IS" condition and Lessor shall have no obligation to make any alterations or improvements to the Premises for the benefit of Lessee. Lessee further acknowledges that neither Lessor nor anyone acting on Lessor's behalf has made any representation or warranty as to the suitability or fitness of the Premises for the intended use thereof by Lessee and it is the sole responsibility of Lessee to satisfy itself with respect to all such matters.

### 7. Ongoing Access to Premises; Security Measures.

- (a) Throughout the Term and any Renewal Term of this Lease Agreement, Lessee shall have the right of access to the Premises for its employees and agents twenty-four (24) hours a day, seven (7) days per week, at no additional charge to Lessee. In exercising its right of access to the Premises herein, Lessee agrees to cooperate with any reasonable security procedures utilized by Lessor at Lessor's Real Property and further agrees not to unduly disturb or interfere with the business or other activities of Lessor or of other tenants or occupants of Lessor's Real Property. Lessor shall maintain all existing access roadways or driveways extending from the nearest public roadway to the Premises in a manner sufficient to allow for Lessee's access to the Premises. Lessor shall be responsible for maintaining and repairing such roadways and driveways at Lessor's sole expense, except for any damage caused by Lessee's use of such roadways or driveways. If Lessee causes any such damage, Lessee shall promptly repair the same at its sole expense.
- (b) Lessor has no obligation to provide any security measures at the Premises other than those Lessor determines are needed for Lessor's Facilities. Lessee may provide security measures for Lessee's Facilities provided that such measures do not unreasonably limit access to Lessor's Facilities installed on the Premises.

### 8. <u>Lessee's Work, Maintenance and Repairs, Mechanics' Liens.</u>

(a) All of Lessee's construction and installation work at the Premises shall be performed at Lessee's sole cost and expense and in a good and workmanlike manner. Lessee shall submit copies of the site plan and specifications to Lessor for building permit approval, which approval will not be unreasonably withheld, conditioned or delayed. Lessor shall give such approval or provide Lessee with its requests for changes within twenty (20) business days of Lessor's receipt of a completed application for the building permit. Lessee shall maintain Lessee's Facilities and the Premises in neat and safe condition in compliance with all applicable codes and governmental regulations. Lessee shall not be required to make any repairs to the Premises except for damages to the Premises caused by Lessee, its employees, agents, contractors or subcontractors. Upon the expiration, cancellation or termination of this Lease Agreement, Lessee shall surrender the Premises in good condition, less ordinary wear and tear; however,

Lessee shall not be required to remove any foundation supports for Lessee's Facilities or conduits which have been installed by Lessee.

- **(b)** Throughout the term of this Lease, Lessee's Facilities shall be installed and maintained in accordance with the following requirements:
  - (1) The monopole shall be painted light grey and the fencing surrounding the pad shall be painted green or, if a cyclone fence is used, shall contain wooden slats painted green. Planted or boxed climbing vines shall be installed adjacent to the fencing so as to provide a landscape screening of the ground equipment. Colors, fence design, and landscaping shall be subject to reasonable approval by the Planning Director.
  - (2) No signs shall be placed on the Premises, except for identification and no trespassing signs as approved by the Planning Director.
  - (3) The monopole, surface equipment, fencing and landscaping shall be kept in good condition and repair, including repainting of surface areas as needed and replacement of any dead or diseased plants.
- Lessee shall keep the Premises free and clear of all mechanics' liens (c) resulting from any construction work done by or for Lessee. Lessee shall have the right to contest the correctness or validity of any such lien if, immediately on demand by Lessor, Lessee: (i) procures and records a lien release bond issued by a corporation authorized to issue surety bonds in California in an amount equal to one and one-half (1-1/2) times the amount of the claim of lien, or (ii) provides other security in form and amount satisfactory to Lessor. If used, the bond shall meet the requirements of Section 3143 of the California Civil Code and shall provide for the payment of any sum that the claimant may recover on the claim, together with costs of suit. Should Lessee fail to discharge any such lien or cause the same to be released within sixty (60) days from the date the lien is filed, Lessor may, without inquiring into the validity thereof, cause the same to be discharged and all amounts so expended by Lessor, together with reasonable attorney's fees and expenses, shall be paid by Lessee to Lessor as additional rent hereunder, together with interest thereon at the rate of ten percent (10%) per annum. Lessee shall give ten (10) days prior written notice to Lessor of the date on which any construction work will be commenced so as to afford Lessor the opportunity to post a notice of non-responsibility.

### 9. <u>Title to Lessee's Facilities.</u>

(a) Title to Lessee's Facilities and any equipment placed on the Premises by Lessee shall be held by Lessee. During the term of this Lease Agreement, all of Lessee's Facilities shall remain the property of Lessee and are not fixtures. Except as otherwise provided

herein Subsection 9(b), Lessee has the right to remove all Lessee's Facilities at its sole expense on or before the expiration or termination of this Lease Agreement. Lessor acknowledges that Lessee may enter into financing arrangements including promissory notes and financial and security agreements for the financing of Lessee's Facilities (the "Collateral") with a third party financing entity and may in the future enter into additional financing arrangements with other financing entities. In connection therewith, Lessor (i) consents to the installation of the Collateral to the extent that the Collateral is part of the approved Lessee's Facilities; (ii) disclaims any interest in the Collateral, as fixtures or otherwise; and (iii) agrees that the Collateral shall be exempt from execution, foreclosure, sale, levy, attachment, or distress for any Rent due or to become due and that such Collateral may be removed at any time without recourse to legal proceedings.

- (b) Subject to the prior rights of any third party financing entity in the Collateral, as set forth in Subsection 9(a) above, upon the expiration or earlier termination of this Lease Agreement, Lessor may elect to acquire ownership of the pole antenna installed by Lessee on the Premises for continued operation of Lessor's Facilities located or to be located thereon. Lessor shall give written notice of such election to Lessee and Lessee shall promptly execute and deliver to Lessor a Bill of Sale for the antenna structure at no cost to Lessor.
- 10. <u>Utilities</u>. Lessee shall have the right to install utilities, at Lessee's expense, and to improve the present utilities on or near the Premises. Subject to Lessor's approval of the location, which approval shall not be unreasonably withheld, Lessee shall have the right to place utilities on (or to bring utilities across) Lessor's Real Property in order to service the Premises and Lessee's Facilities. Lessee shall fully and promptly pay for all utilities furnished to the Premises for the use, operation and maintenance of Lessee's Facilities.
- 11. Lessee's Facilities and operations shall Interference with Communications. not interfere with the wireless communications configurations, frequencies or radio equipment which exists on Lessor's Real Property on the effective date of this Lease Agreement ("Preexisting Wireless Communications"), and Lessee's Facilities and operations shall comply with all non-interference rules of the Federal Communications Commission ("FCC"). Upon written notice from Lessor of apparent wireless interference by Lessee with Pre-existing Wireless Communications, Lessee shall have the responsibility to promptly terminate such interference or demonstrate to Lessor with competent information that the apparent interference in fact is not caused by Lessee's Facilities or operations. Lessor shall not, nor shall Lessor permit any other tenant or occupant of any portion of Lessor's Real Property to, engage in any activities or operations which interfere with the communications operations of Lessee described in Section 2, above, including Lessor's future communications operations on Lessee's Facilities. interference with Lessee's communications operations shall be deemed a material breach by Lessor, and Lessor shall have the responsibility to promptly terminate said interference. In the event any such interference does not cease promptly, the parties acknowledge that continuing interference will cause irreparable injury to Lessee, and therefore Lessee shall have the right to bring a court action to enjoin such interference or to terminate this Lease Agreement immediately upon notice to Lessor. Lessor agrees to incorporate equivalent provisions regarding non-

Site No.: WCT 09-070 - Brisbane City Hall
Site Address: 50 Park Place, Brisbane, CA 94005

Page 6 of 18
FINAL

interference with Pre-existing Communications into any subsequent leases, licenses or rental agreements with other persons or entities for any portions of Lessor's Real Property.

- 12. <u>Taxes.</u> Lessee shall pay personal property taxes assessed against Lessee's Facilities.
- This Lease Agreement may be terminated by Lessee effective 13. Termination. immediately without further liability by delivery of written notice thereof to Lessor prior to the Commencement Date for any reason resulting from Lessee's Due Diligence, or if a title report obtained by Lessee for Lessor's Real Property shows any defects of title or any liens or encumbrances which may adversely affect Lessee's use of the Premises for Lessee's intended use, or for any other or no reason. This Lease may be terminated without further liability on thirty (30) days prior written notice as follows: (i) by Lessor if any payment of Rent hereunder is not paid in full within ten (10) days after the same becomes due and such default is not cured within five (5) days after written notice of the default is given by Lessor to Lessee; (ii) by either party upon a default of any covenant, condition, or term hereof by the other party (other than payment of Rent), which default is not cured within sixty (60) days of receipt of written notice of default; (iii) by Lessee if it does not obtain licenses, permits or other approvals necessary to the construction or operation of Lessee's Facilities or is unable to maintain such licenses, permits or approvals despite reasonable efforts to do so; (iv) by Lessee if Lessee is unable to occupy or utilize the Premises due to ruling or directive of the FCC or other governmental or regulatory agency, including, but not limited to, a take back of frequencies; (v) by Lessee if Lessee's tenants vacate as a result of termination, expiration or non-renewal of Lessor's ground lease as noted below in section 18 or (vi) by Lessee if Lessee determines that the Premises are not appropriate for its operations for economic, environmental or technological reasons, including, without limitation, signal strength or interference. Other than as stated herein, Lessor shall not have the right to terminate, revoke or cancel this Lease Agreement.
- 14. <u>Destruction of Premises</u>. If the Premises or Lessor's Property is destroyed or damaged so as in Lessee's judgment to hinder its effective use of Lessor's Property for the ongoing operation of a wireless communications site, Lessee may elect to terminate this Lease Agreement as of the date of the damage or destruction by so notifying Lessor no more than thirty (30) days following the date of damage or destruction. In such event, all rights and obligations of the parties which do not survive the termination of this Lease Agreement shall cease as of the date of the damage or destruction.
- 15. <u>Condemnation</u>. If a condemning authority takes all of Lessor's Real Property, or a portion which in Lessee's reasonable opinion is sufficient to render the Premises unsuitable for Lessee's ongoing operation of a wireless communications site, then this Lease Agreement shall terminate as of the date when possession is delivered to the condemning authority. In any condemnation proceeding each party shall be entitled to make a claim against the condemning authority for just compensation recoverable under applicable condemnation law. Sale of all or part of the Premises to a purchaser with the power of eminent domain in the face of the exercise of its power of eminent domain shall be treated as a taking by a condemning authority.

### 16. Insurance

### (a) <u>Insurance Provided by Lessee.</u>

- (1) At all times during the term of this Lease Agreement, Lessee shall maintain in full force and effect, at Lessee's sole expense, each of the following types of insurance policies and coverages:
  - Commercial General Liability insurance with limits of not (i) less than One Million Dollars (\$1,000,000.00) per occurrence for bodily injury, personal injury and property damage arising out of or in connection with Lessee's use and occupancy of the Premises and also insuring performance by Lessee of the indemnity provisions set forth in Section 20 of this Agreement. However, the amount of such general liability insurance shall not limit Lessee's liability nor relieve Lessee of any obligations under this Lease Agreement. Such policy shall provide coverage at least as broad as Insurance Services Office Commercial General Liability form CG 0001 (Ed. 11/88). If the form of insurance with a general aggregate limit is used, either the general aggregate limit shall apply separately to the Premises or the general aggregate limit shall be at least twice the required occurrence limit.
  - (ii) Automobile Liability with a combined single limit of One Million Dollars (\$1,000,000.00) per accident.
  - (iii) Workers Compensation as required by law, and
  - (iv) Employer's Liability with limits of One Million Dollars (\$1,000,000.00) per occurrence, for any and all persons employed by Lessee in connection with the use and operation of the Premises. In the alternative, Lessee may rely on a self-insurance program to provide this coverage so long as the program of self-insurance complies fully with the provisions of the California Labor Code.

- (2) The liability insurance policies referred to in Subparagraphs (i) and (ii) above shall contain, or be endorsed to contain, the following provisions:
  - (i) The City of Brisbane, its officers, officials, employees, agents and volunteers shall be named as insured parties thereunder. The coverage shall contain no special limitations on the scope of protection afforded to the City and its officers, officials, employees, agents and volunteers.
  - (ii) For any claims related to the Premises, Lessee's insurance coverage shall be primary insurance as respects the City of Brisbane and its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of Lessee's insurance and shall not contribute with it.
  - (iii) Any failure to comply with reporting or other provisions of the policies shall not affect coverage provided to the City or Brisbane, its officers, officials, employees, agents and volunteers.
  - (iv) Lessee'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.
- (b) Insurance Provided By Lessor: At all times during the Term of this Lease Agreement, Lessor shall maintain in full force and effect, at Lessor's sole cost and expense, general liability insurance coverage on the Property for bodily injury and property damage with a combined single limit of at least One Million Dollars (\$1,000,000.00) per occurrence. Such insurance coverage may be in the form of an insurance pool operated by a joint powers authority consisting of the City of Brisbane and other public agencies. The general liability insurance shall insure, on an occurrence basis, against liability of Lessor, its employees and agents arising out of or in connection with Lessor's use, occupancy and maintenance of the Property. Lessee shall be named as an additional insured under Lessor's insurance coverage.
- (c) Mutual Obligations. Each party shall provide to the other a certificate of insurance or endorsements evidencing the coverage required by this paragraph on or before the Commencement Date and at any time thereafter during the term of this Lease Agreement, as may be requested by the other party. At the request of either party, the other party shall provide a complete copy of all required insurance policies, including endorsements effecting the coverage required by this Lease Agreement. To the extent allowed by the insurance provider, each party

waives any rights of recovery against the other for injury or loss due to hazards covered by their property insurance.

- 17. Assignments or Transfers. Lessor may assign or transfer this Lease Agreement to any person or entity without any requirement for prior approval by Lessee, provided that such assignee or transferee agrees in writing to fulfill the duties and obligations of the Lessor in said Lease Agreement, including the obligation to respect Lessee's rights to nondisturbance and quiet enjoyment of the Premises during the remainder of the Term and any Renewal Term hereof. Lessee may assign or transfer this Lease Agreement without prior approval by Lessor to any of its partners, subsidiaries, affiliates, or to a person or entity acquiring by purchase, merger or operation of law a majority of the value of the assets of Lessee. Lessee shall not assign or transfer this Lease Agreement to any other person or entity without the prior written approval of Lessor, which approval shall not be unreasonably withheld. No assignment or subletting by Lessee with the approval of Lessor shall release Lessee from its obligations under this Lease Agreement, unless expressly so stated in Lessor's consent to the assignment. Notwithstanding anything to the contrary contained in this Agreement, Lessee may assign, mortgage, pledge, hypothecate or otherwise transfer without consent its interest in this Agreement to any financing entity, or agent on behalf of any financing entity to whom Lessee (i) has obligations for borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof.
- 18. <u>Subleases</u>. Lessee shall have the right to sublease or otherwise allow any other communications provider to occupy space on any antenna structure or equipment enclosure installed by Lessee at the Premises without Lessor's prior written consent, provided that any such sublessee shall be bound by all the duties and obligations of this Lease Agreement and that Lessee shall be primarily liable to Lessor for such sublessee's performance under this Lease Agreement. In any such sublease, Lessee shall be entitled to charge the subtenant rent or fees in order to recover the expenses which Lessee advanced to develop Lessee's Facilities at the Premises, to provide utilities to the Premises, and to recover its costs incurred to effect such subletting. The parties acknowledge that any subleassee of Lessee must enter into a separate lease agreement for ground space from Lessor.

### 19. Nondisturbance and Quiet Enjoyment; Subordination; Estoppel Certificates; Entry Upon Premises by Lessor.

- (a) So long as Lessee is not in default under this Lease Agreement, Lessee shall be entitled to quiet enjoyment of the Premises during the term of this Lease Agreement or any Renewal Term, and Lessee shall not be disturbed in its occupancy and use of the Premises.
- (b) This Lease Agreement shall be subordinate to each and every deed of trust, mortgage or other security instrument which may now or hereafter affect Lessor's Real Property and to any renewals, extensions, supplements, amendments, modifications or replacements thereof. In confirmation of such subordination, Lessee shall execute and deliver promptly any

certificate of subordination that Lessor may request, provided that such certificate acknowledges that this Lease Agreement remains in full force and effect and recognizes Lessee's right to nondisturbance and quiet enjoyment of the Premises so long as Lessee is not in default under this Lease Agreement. If any mortgagee or lender succeeds to Lessor's interest in Lessor's Real Property through a foreclosure proceeding or by a deed in lieu of foreclosure, Lessee shall attorn to and recognize such successor as Lessor under this Lease Agreement.

- At any time upon not less than ten (10) days' prior written notice by (c) Lessor, Lessee shall execute, acknowledge and deliver to Lessor or any other party specified by Lessor a statement in writing certifying that this Lease Agreement is in full force and effect and the status of any continuing defaults under this Lease Agreement.
- Lessor and Lessor's authorized representatives shall have the right to enter (d) the Premises at reasonable hours for any of the following purposes:
  - **(1)** To examine and inspect the Premises;
  - To inspect the performance by Lessee of the terms and conditions **(2)** of this Lease Agreement;
  - **(3)** To serve, post or keep posted any notices required or allowed under the provisions of this Lease Agreement or authorized by law;
  - To do any other act or thing necessary for the safety or preservation **(4)** of the Premises, or to comply with the directives of any governmental authority having jurisdiction over the Premises.
  - To perform any necessary maintenance, repair or replacement of (5) Lessor's Facilities located upon the Premises.

### 20. Indemnifications.

Lessee's Indemnity. Lessee hereby agrees to indemnify, defend, and hold Lessor and Lessor's officials, officers, employees, agents, contractors, subcontractors and volunteers harmless from and against any and all losses, claims, liabilities, damages, costs and expenses (including reasonable attorney's fees and costs) and injuries (including personal injuries or death) arising from or in connection with Lessee's installation, use, operation, maintenance or repair of Lessee's Facilities at the Premises or any other activity conducted by Lessee on the Premises or access over Lessor's Real Property or Lessee's shared use of Lessor's easements for access to the Premises, except those resulting from the gross negligence or willful misconduct of Lessor or Lessor's officials, officers, employees, agents, contractors. subcontractors or volunteers.

Site No.: WCT 09-070 - Brisbane City Hall

Page 11 of 18 FINAL Site Address: 50 Park Place, Brisbane, CA 94005

- (b) Lessor's Indemnity. Lessor hereby agrees to indemnify, defend, and hold Lessee and Lessee's officers, directors, partners, shareholders, employees, agents, contractors or subcontractors harmless from and against any and all losses, claims, liabilities, damages, costs and expenses (including reasonable attorney's fees and costs) and injuries (including personal injuries or death) arising from or in connection with Lessor's use, operation, maintenance or repair of improvements on Lessor's Real Property or Lessor's shared use of easements for access to Lessor's Real Property, except those resulting from the gross negligence or willful misconduct of Lessee's officers, directors, partners, shareholders, employees, agents, contractors or subcontractors.
- (c) <u>Survival of Indemnity Provisions</u>. The indemnity provisions of this section shall survive the expiration, cancellation or expiration of this Lease Agreement.
- Environmental Issues; Historic Preservation; Hazardous Materials. Lessor 21. represents that Lessor's Real Property is not subject to any environmental conditions, adverse impacts, or mitigation monitoring programs resulting from any prior environmental assessments conducted under the National Environmental Policy Act (NEPA) or the California Environmental Quality Act (CEQA) which could reasonably forbid, interfere with, or complicate Lessee's proposed use of the Premises. Further, Lessor represents that Lessor's Real Property has not been listed or been determined to be eligible for listing on the National Register of Historic Places, has not been identified or determined to be an historical landmark or located within an historic district or preservation district under applicable federal, state or local laws or regulations, and has not been identified as an archeological site nor as a location of any archeological artifacts or other similar resources by any prior survey or study. Further, Lessor represents that neither Lessor's Real Property nor the Premises have been used for the generation, storage, treatment or disposal of hazardous materials, hazardous substances or hazardous wastes as now or hereafter defined in the federal Solid Waste Disposal Act (SWDA; 42 U.S.C.§ 6901 et. seq.) or other federal or state environmental statutes or regulations. In addition, Lessor represents that no hazardous wastes, pollutants, asbestos, hazardous hazardous substances, materials. polychlorinated biphenyls (PCBs), petroleum or other fuels (including crude oil or any fraction or derivative thereof) or underground storage tanks are located on Lessor's Real Property or the Premises for which a permit would be required or would be subject to remediation or regulation by any governmental agency. Notwithstanding any other provision of this Lease Agreement, Lessee relies upon the representations stated herein as a material inducement for entering into this Lease Agreement. Lessee shall not bring any hazardous materials onto the Premises except for those contained in its back-up power batteries (lead acid batteries) and common materials used in telecommunications operations, such as cleaning solvents. Lessee shall handle any hazardous materials it brings onto the Premises in accordance with all applicable federal, state and local laws and regulations. Lessor and Lessee each agree to defend, indemnify and hold harmless the other and the other's partners, affiliates, agents and employees against any and all losses, liabilities, claims and/or costs (including reasonable attorneys' fees and costs) arising from any breach of any representation, warranty or agreement contained in this paragraph. This paragraph shall survive termination of this Lease Agreement.

22. <u>Notices and Deliveries</u>. Any notice or demand required to be given herein shall be made by certified or registered mail, return receipt requested, confirmed fax, or reliable overnight delivery service to the address of the respective parties set forth below:

Lessor:

City of Brisbane

Attn: Director of Public Works/City Engineer

50 Park Place

Brisbane, CA 94005

Telephone: 415-508-2131 Facsimile: 415-467-5547

Federal Taxpayer ID Number: 94-1525-367

Lessee:

West Coast Towers LLC 609 Caribbean Way

San Mateo, CA 94402 Attn: Lease Administrator

With a copy to:

Notices sent by certified or registered mail shall be deemed given on the date of the return receipt; notice by fax shall be deemed given on the confirmation date; notice by overnight courier service shall be deemed given on the next business day following delivery of the notice to the service. Lessor or Lessee may from time to time designate any other address for notices or deliveries by written notice to the other party.

### 23. Miscellaneous.

- (a) <u>Severability</u>. If any provision of this Lease Agreement is held to be invalid or unenforceable by a court of competent jurisdiction with respect to any party, the remainder of this Lease Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable shall not be affected, and each provision of this Lease Agreement shall be valid and enforceable to the fullest extent permitted by law.
- (b) <u>Binding Effect</u>. Each party represents and warrants that said party has full power and authority, and the person(s) executing this Lease Agreement have full power and authority, to execute and deliver this Lease Agreement, and that this Lease Agreement constitutes a valid and binding obligation of each party, enforceable in accordance with its terms. This Lease Agreement shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.

- Waivers. No provision of this Lease Agreement shall be deemed to have (c) been waived by a party unless the waiver is in writing and signed by the party against whom enforcement of the waiver is attempted. No custom or practice which may develop between the parties in the implementation or administration of the terms of this Lease Agreement shall be construed to waive or lessen any right to insist upon strict performance of the terms of this Lease Agreement.
- (d) This Lease shall be governed by and construed in Governing Law. accordance with the laws of the State of California.
- Attorneys' Fees and Costs. The prevailing party in any legal claim (e) arising hereunder shall be entitled to its reasonable attorneys' fees and court costs. Should Lessor, without fault on Lessor's part, be made a party to any litigation instituted by Lessee or by any third party against Lessee, or by or against any person holding under or using the Premises by license of Lessee, or for the foreclosure of any lien for labor or materials furnished to or for Lessee or any such other person or otherwise arising out of or resulting from any act or transaction of Lessee or of any such other person, Lessee covenants to save, defend, and hold Lessor harmless from any judgment rendered against Lessor or the Premises or any part thereof, and all costs and expenses, including reasonable attorney's fees, incurred by Lessor in connection with such litigation.
- Survival. Terms and conditions of this Lease Agreement which by their sense and context survive the termination, cancellation or expiration of this Lease Agreement will so survive.
- Entire Agreement; Amendments. This Lease Agreement constitutes the **(g)** entire agreement and understanding between the parties regarding Lessee's lease of the Premises and supersedes all offers, negotiations and other agreements concerning the subject matter contained herein. There are no representations or understandings of any kind not set forth herein. Any amendments to this Lease Agreement must be in writing and executed by authorized representatives of both parties.
- No Presumptions Regarding Preparation of Lease Agreement. parties acknowledge and agree that each of the parties have been represented by counsel or has had full opportunity to consult with counsel and that each of the parties has participated in the negotiation and drafting of this Lease Agreement. Accordingly it is the intention and agreement of the parties that the language, terms and conditions of this Lease Agreement are not to be construed in any way against or in favor of any party hereto by reason of the roles and responsibilities of the parties or their counsel in connection with the preparation of this Lease Agreement.

Page 14 of 18 Site No.: WCT 09-070 - Brisbane City Hall FINAL Site Address: 50 Park Place, Brisbane, CA 94005

IN WITNESS WHEREOF, the parties have executed this Lease Agreement on the dates set forth below and acknowledge that this Lease Agreement is effective as of the date first above written.

LESSOR:
THE CITY OF BRISBANE, a municipal corporation
By:
Sepi A. Richardson, Mayor
-
_
LESSEE:
West Coast Towers LLC A California limited liability company
By:
$\mathcal{J}(Signature)$
Print Name: Holly Hoffar
Title: Manager – Site Development
Date:

### **CONSENT TO LEASE**

The BRISBANE PUBLIC FINANCE AUTHORITY, a public agency, hereby consents to the foregoing Communications Site Lease Agreement between West Coast Towers LLC and the City of Brisbane, pertaining to a portion of the real property commonly known as 50 Park Place, Brisbane, California.

	BRISBANE PUBLIC FINANCE AUTHORITY
Date:	By:
	Sepi A. Richardson, Chair
ATTEST:	
Sheri Marie Spediacci, Secretary	<del></del>

### EXHIBIT A

### DESCRIPTION OF LESSOR'S REAL PROPERTY

Attached to the Lease Agreement dated _	, 2009, by and between City of
Brisbane, a municipal corporation, as Lessor, and	West Coast Towers LLC, a California limited
liability company, as Lessee.	

### EXHIBIT B

### **DESCRIPTION OF PREMISES**

Attached to the Lease Agreement dated	, 2009, by and between City of
Brisbane, a municipal corporation, as Lessor, and	West Coast Towers LLC, a California limited
liability company, as Lessee.	

The Premises consist of those specific areas shown on the attached Site Plan where Lessee's monopole and related equipment occupy Lessor's Real Property. The Premises and the associated utility connections and access, including easements, ingress, egress, dimensions, and locations as described/shown, are approximate only and may be adjusted or changed by Lessee at the time of construction to reasonably accommodate sound engineering criteria and the physical features of Lessor's Real Property.

(A final drawing or copy of a property survey or site plan depicting the above shall replace this Exhibit B when initialed by Lessor or Lessor's designated agent and may be modified from time to time when initialed by both Lessor and Lessee.)

Site No.: WCT 09-070 – Brisbane City Hall
Site Address: 50 Park Place, Brisbane, CA 94005

Page 18 of 18 FINAL

# West Coast Towers

San Mateo, CA 94402 609 Caribbean Way 650-787-8541

## **Brisbane City Hall**

*l* <del>+</del> 98-282-099

609 Caribbean Way San Mateo, A 94402

West Coast Towers

REVISIONS Description

Date

Multi-Carrier Tower Brisbane, CA 94005 APN 005-201-130 50 Park Place

### Site Number: WCT 09 - 070

Contacts

se   Project Des	New application for operation and main and main and main and related radio ex othing in network designed for use. This location arms were a constructed and the construction of a regional telectual work.
	All work and materials shall be performed and installed in accordance with the current additions of the following codes as adopted by the local governing authorities, nothing in these plans is to be construed to permit work not conforming to these codes:

California Building Code California Admin. Code: Tilles 24 & 25 Uniform Mechanical Code Uniform Plumbing Code Uniform Building Code -National Electric Code

ANSI/EIA 222-F Life Safety Code

County Ordinances

requirements not applicable in accordance =acility is unmanned and not for human nabitation. Handicapped access HANDICAP REQUIREMENTS

West Coast Towers, LLC 609 Caribbean Way San Mateo, CA 94402 Contact: Randy Breault Brisbane, CA 94005 Contact: Dan Burke Property Owner: City of Brisbane 50 Park Place 925-648-0299 wireless carriers continued seamless or multiple carrier quipment as part r the installation tenance of a 70 communications scription on will provide coverage in Brisbane and the surrounding areas and along

### 415-508-2131 Directions

Proceed South on Highway 101. Take Third St towards Brisbane/Cow Palace- Go 4 miles. Bear right on Bayshore Blwd - Go 5 miles. Follow Bayshore Blwd for 1.6 miles. Turn right on Valley Drive - Go . 1 mile. Turn left on Park Lane - Go .1 mile to 50 Park Place. From San Francisco:

Proceed North on Highway 101. Take Bayshore Blvd, approx. 35 miles north, bearing north over freeway for 1.3 miles to Valley Blvd. Tum lett on Valley Blvd and immediate right on Park Lane. Arrive at 50 Park Place – Brisbane City Hall. with California State Admin. Code Parl 2, Title 24, Section11058.3.42, Exception 1

From San Jose:

Trapopo de Sheet Index Detailed Site Plan Overall Site Plan COW Drawing Elevations A 3 Ξ A 2 Tower Footprint: 9 square feet ongitude: 122° - 24′ - 11,88″ fotal Lease Area: 483 sq. ft. Flood Plain Designation: A _atitude: 37° - 41′ - 12.60″ **Project Details** 

Brisbane, CA 94005 Sheet Number

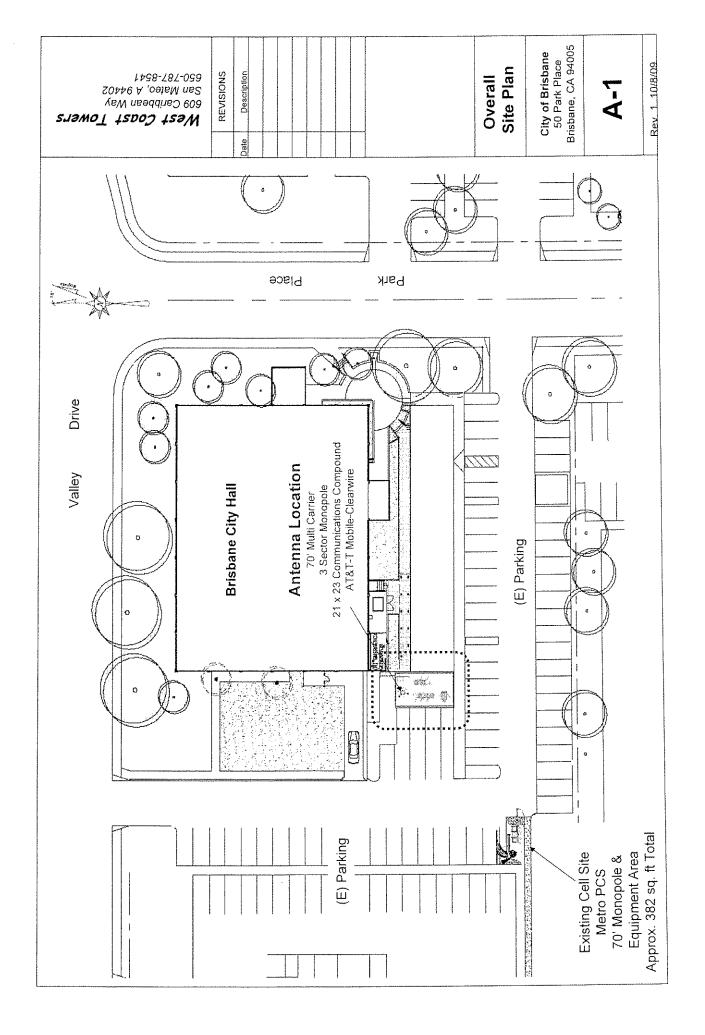
City of Brisbane

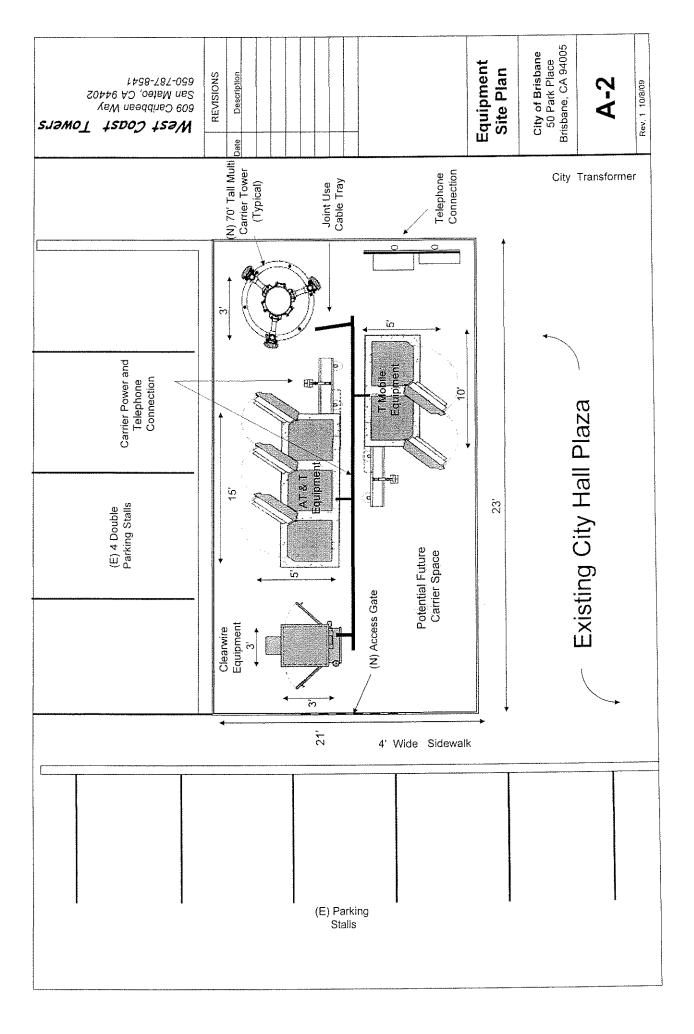
50 Park Place

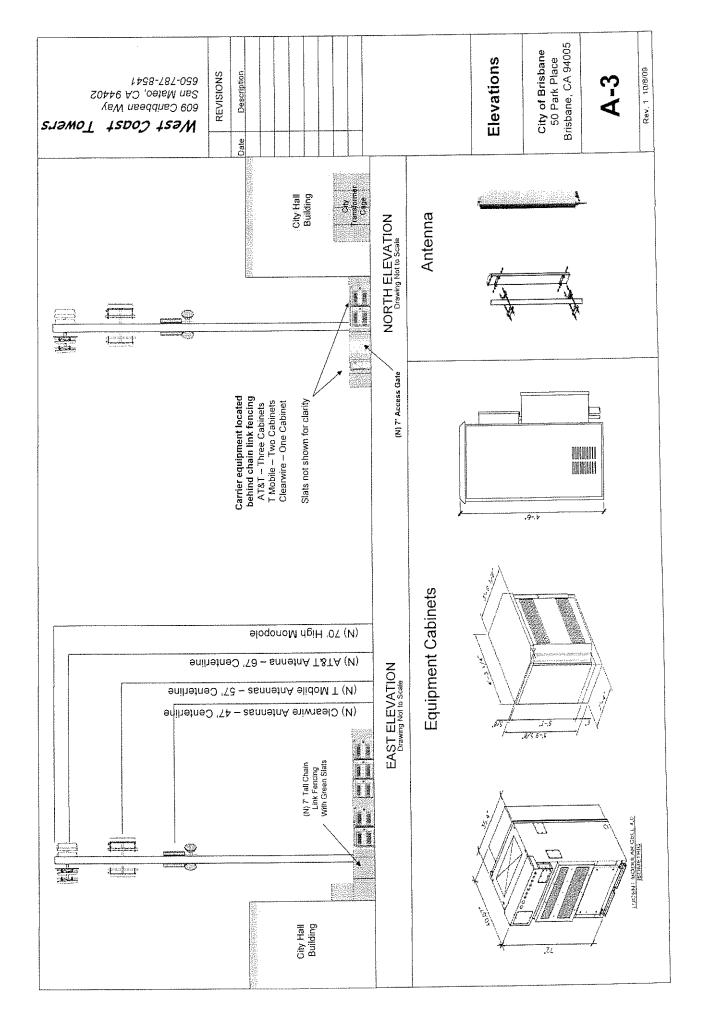
**Fitle Sheet** 

Rev. 1 10/4/09

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### **Summary of Project**

West Coast Towers

As part of the overall development of the communications site for City Hall, West Coast Towers will, at its own cost and expense do the following:

- 1) Design, purchase, construct, install and maintain one 70' tall multi carrier monopole for use by City of Brisbane wireless tenants
- 2) Engineer the monopole for up to two each 10' pole extensions for future City of Brisbane tenants or city's telecommunications uses.
- 3) Design and engineer sufficient foundation for both the proposed height as well as any possible future extensions for a one time construction and installation.
- 4) Fence and landscape entire compound incorporating planning and public works specifications.
- 5) Coordinate and manage telecommunications carrier's construction and installation on behalf of city, at no cost to City of Brisbane. Manage all tenants compliance with non-city controlled state and federal permits and licenses.
- 6) Market the communications facilities to other wireless users, as directed, on behalf of the City of Brisbane and design future carrier's installation to be incorporated within proposed communications facility.
- 7) Upon City of Brisbane's specific direction, and as required, consolidate and migrate, at no cost or revenue loss to the City of Brisbane, existing carriers to the new monopole and coordinate any migration.
- 8) Provide the City of Brisbane with extensive industry expertise as needed at no cost to the City of Brisbane. Review, comment and redline tenant plans and specifications to insure maximum efficiency, space planning and utilization of the telecommunications compound and provide input to the City of Brisbane.