

## ITEM 4.20

### **CITY MANAGER'S REPORT JUNE 8, 2020 CITY COUNCIL REGULAR MEETING**

**ITEM:** **APPROVE OPTION AND TOWER LEASE AGREEMENT WITH NEW CINGULAR WIRELESS PCS, LLC FOR USE OF CITY OWNED TOWER**

**RECOMMENDATION:** **Adopt Resolution Approving an Option and Tower Lease Agreement with New Cingular Wireless PCS, LLC for Use of City Tower and Related Budget Amendment**

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#### **SUMMARY:**

River Islands Development, LLC ("RID") is completing construction of a large utility facility that includes water tanks, a water booster pump station, a significant sewer pump station, and a SCADA tower. RID decided to construct a SCADA tower that was taller than required so that the tower could include cell antennae to improve cell service in the River Islands Project and create a revenue stream from the lease payments by telecom companies ("rent"). RID transferred the land within the Employment Center to River Islands Employment Center, LLC (RI-EC). Therefore, that is the entity with whom the City will enter into the Agreement for Construction and Operations of a Communications Tower in River Islands ("Agreement").

New Cingular Wireless PCS, LLC ("Cingular") has requested the City to enter into an Option and Tower Lease Agreement ("Lease Agreement") to lease space on the City cell tower site and on the cell tower itself. The Lease Agreement has been negotiated with Cingular, who will occupy the second to the top location on the cell tower (the top location is reserved for the City facilities) and will provide monthly rent for \$2,200 to the City, to be shared with RID based on the approved Agreement.

The City determined that the additional height of the Tower can only be allowed if the City owns the facility. Tonight, as a separate item, City Council is being asked to approve the Cell Tower Site dedication by RI-EC. If this item is not approved by Council, then the Cingular Lease Agreement will need to be deferred as the City will not have the authority to enter into the lease with Cingular unless the City owns the property on which the Tower sits. Assuming Council has approved the Cell Tower Site dedication, staff recommends that the City Council adopt a resolution approving the Option and Tower Lease Agreement with New Cingular Wireless PCS, LLC.

#### **BACKGROUND:**

River Islands Development, LLC ("RID"), the developer for the River Islands Project, is required under various entitlements to construct certain public facilities and infrastructure that will be of benefit to their property. RID is completing the construction of a large utility facility that includes water tanks, a water booster pump station, a significant sewer pump station, and a SCADA tower.

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**APPROVE OPTION AND TOWER LEASE AGREEMENT WITH NEW CINGULAR**  
**WIRELESS PCS, LLC**

RID has developed a communications tower site ("Site") within the Employment Center District of the River Islands at Lathrop project to erect a communications tower ("Tower") to serve national cellular communication providers ("Providers"), including the City of Lathrop ("City"), River Islands, related public agencies and possibly Lathrop-Manteca Fire District.

RID transferred the land within the Employment Center to River Islands Employment Center, LLC (RI-EC). Therefore, that is the entity with whom the City will enter into the Agreement for Construction and Operations of a Communications Tower in River Islands ("Agreement").

The City determined that the additional height of the Tower can only be allowed if the City owns the facility. Tonight, as a separate item, City Council is being asked to approve the Cell Tower Site dedication by RI-EC. If this item is not approved by Council, then the Cingular Lease Agreement will need to be deferred as the City will not have the authority to enter into the lease with Cingular unless the City owns the property on which the Tower sits.

The Site provides space for the equipment to serve four (4) separate cell companies, and the tower itself includes an area for four (4) cell antennae. Now that the City owns the Site and Tower, the City can enter into lease agreements with Providers.

New Cingular Wireless PCS, LLC ("Cingular") has requested the City of Lathrop enter into an Option and Tower Lease Agreement ("Lease Agreement") to lease space on the Site and the Tower. The Lease Agreement has been negotiated with Cingular, who will occupy the second to the top location on the cell tower (the top location is reserved for the City facilities) and will provide monthly rent for \$2,200 to the City, to be shared with RI-EC based on the approved Agreement. Under the Lease Agreement, rent paid by Cingular will increase by 2 ½ percent each year, beginning in year two (2). The initial term of the lease will be five (5) years and will automatically renew for four (4) additional five (5) year terms.

**REASON FOR RECOMMENDATION:**

By placing their cell antennae on the cell tower, Cingular will improve cell service in this area of Lathrop. Also, the City will be paid monthly rent during the time the tower is used. Staff recommends that the City Council adopt a resolution approving the Option and Tower Lease Agreement with New Cingular Wireless PCS, LLC.

**FISCAL IMPACT:**

Lease payments (\$26,400) received will be shared between the City and River Islands Employment Center, LLC (RI-EC), 75% until fully reimbursed and 25% to the City in accordance with the Agreement for Construction and Operations of a Communications Tower in River Islands. The City will recognize the revenue of \$6,600 in Fiscal Year budget 2020-21.

**JUNE 8, 2020 CITY COUNCIL REGULAR MEETING**

**APPROVE OPTION AND TOWER LEASE AGREEMENT WITH NEW CINGULAR WIRELESS PCS, LLC**

Lease payments will fully fund maintenance of the site and the tower structure and will repay River Islands for increasing the tower height. The City's share of the lease payments in excess of the maintenance costs will be available to the City for any use.

Staff requests the following budget amendment for FY 2020-21:

Increase Revenue

Communications

1010-15-10-371-90-01

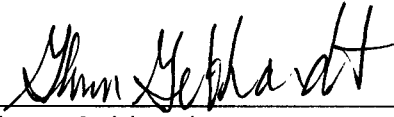
\$6,600

**ATTACHMENTS:**

- A. Resolution Approving an Option and Tower Lease Agreement with New Cingular Wireless PCS, LLC for Use of City Tower and Related Budget Amendment
- B. Option and Tower Lease Agreement with New Cingular Wireless PCS, LLC
- C. Site Plan for Cell Site in River Islands

**CITY MANAGER'S REPORT**  
**JUNE 8, 2020 CITY COUNCIL REGULAR MEETING**  
**APPROVE OPTION AND TOWER LEASE AGREEMENT WITH NEW CINGULAR**  
**WIRELESS PCS, LLC**


**APPROVALS:**

  
\_\_\_\_\_  
Glenn Gebhardt  
City Engineer

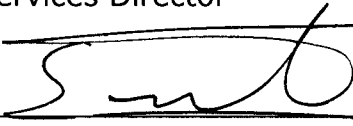
6-3-2020  
Date

  
\_\_\_\_\_  
Michael King  
Public Works Director


6-3-2020  
Date

  
\_\_\_\_\_  
Cari James  
Finance & Administrative  
Services Director

6/3/2020  
Date

  
\_\_\_\_\_  
Salvador Navarrete  
City Attorney

6-3-2020  
Date

  
\_\_\_\_\_  
Stephen J. Salvatore  
City Manager

6-3-2020  
Date

## RESOLUTION NO. 20-

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING AN OPTION AND TOWER LEASE AGREEMENT WITH NEW CINGULAR WIRELESS PCS, LLC FOR USE OF CITY TOWER AND RELATED BUDGET AMENDMENT**

**WHEREAS**, River Islands Development, LLC, ("RID") the developer for the River Islands Project, is required under various entitlements to construct certain public facilities and infrastructure that will be of benefit to their property; and

**WHEREAS**, RID is completing construction of a large utility facility that includes water tanks, a water booster pump station, a significant sewer pump station, and a SCADA tower; and

**WHEREAS**, RID has developed a communications tower site ("Site") within the Employment Center District of the River Islands at Lathrop project to erect a communications tower ("Tower") to serve national cellular communication providers ("Providers"), including City, River Islands, related public agencies and possibly Lathrop-Manteca Fire District; and

**WHEREAS**, RID has transferred the land within the Employment Center to River Islands Employment Center, LLC (RI-EC), and so that is the entity with whom the City will enter into the Agreement for Construction and Operations of a Communications Tower in River Islands ("Agreement"); and

**WHEREAS**, it has been determined that the additional height of the Tower can only be allowed if the City of Lathrop ("City") owns the facility, and so RI-EC offered to dedicate the Site and the Tower to the City; and

**WHEREAS**, pending City Council approval as another item is the Cell Tower Site dedication by RI-EC. With the Council's acceptance of the grant deed and the Agreement to defray River Islands upfront costs in building the Cell Tower Site, City and RI-EC will share the revenue from cell tower rent payments and City can enter into lease agreements with Providers; and

**WHEREAS**, New Cingular Wireless PCS, LLC ("Cingular") has requested the City of Lathrop enter into an Option and Tower Lease Agreement ("Lease Agreement") in order to lease space on the cell tower site and the cell tower; and

**WHEREAS**, Cingular will occupy the second to the top location on the cell tower (the top location is reserved for the City facilities) and will provide monthly rent in the amount of \$2,200 to the City, to be shared with RID based on the approved Agreement; and

**WHEREAS**, accordance with the Lease Agreement, rent paid by Cingular will increase by 2 ½ percent each year beginning in year two (2); and

**WHEREAS,** the initial term of the lease will be five (5) years, and will automatically renew for four (4) additional five (5) year terms; and

**WHEREAS,** Lease payments (\$26,400) received will be shared between the City and River Islands Employment Center, LLC (RI-EC), 75% until fully reimbursed and 25% to the City in accordance with the Agreement for Construction and Operations of a Communications Tower in River Islands; and

**WHEREAS,** staff is requesting City Council approve a budget amendment in the amount of \$6,600 to the Communications Fund (1010) in Fiscal Year 2020-21 as follows:

Increase Revenue:

Communications	
1010-15-10-371-90-01	\$6,600

**NOW, THEREFORE, BE IT RESOLVED,** that the City Council of the City of Lathrop does hereby approve an Option and Tower Lease Agreement with New Cingular Wireless PCS, LLC for the use of City-owned tower.

**BE IT FURTHER RESOLVED,** that the City Council of Lathrop does hereby approve a budget amendment in the amount of \$6,600 to the to the Communications Fund (1010) in Fiscal Year 2020-21.

The foregoing resolution was passed and adopted this 8<sup>th</sup> day of June 2020, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:

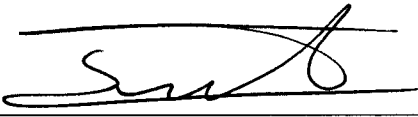
ABSTAIN:

\_\_\_\_\_  
Sonny Dhaliwal, Mayor

**ATTEST:**

\_\_\_\_\_  
Teresa Vargas, City Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Salvador Navarrete, City Attorney

Market: Northern California  
Cell Site Number: CVL01568  
Search Ring Name: River Islands  
Cell Site Name: River Islands (CA)  
Fixed Asset Number: 14356021

## OPTION AND TOWER LEASE AGREEMENT

THIS OPTION AND TOWER LEASE AGREEMENT ("**Agreement**"), dated as of the latter of the signature dates below (the "**Effective Date**"), is entered into by the City of Lathrop, a California municipal corporation, having a mailing address of 390 Towne Centre Drive, Lathrop, CA 95330 ("**Landlord**"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Boulevard NE, 3<sup>rd</sup> Floor, Atlanta, GA 30319 ("**Tenant**").

### BACKGROUND

Landlord owns that certain plot, parcel or tract of land, as described on **Exhibit 1**, improved with a tower structure (the "**Tower**"), together with all rights and privileges arising in connection therewith, located in the City of Lathrop, County of San Joaquin, State of California [APN: 210-210-01] (collectively, the "**Property**"). Tenant desires to use a portion of the Property in connection with its federally licensed communications business. Landlord desires to grant to Tenant the right to use a portion of the Property in accordance with this Agreement.

The parties agree as follows:

#### 1. OPTION TO LEASE.

(a) Landlord grants to Tenant an option (the "**Option**") to lease a portion of the Property consisting of:

(i) approximately three hundred (300) square feet including the air space above such ground space, as described on attached **Exhibit 1**, for the placement of Tenant's Communication Facility;

(ii) space for any structural steel or other improvements to support Tenant's equipment (collectively, the space referenced in (i) and (ii) is the "**Equipment Space**");

(iii) the portion of the Tower selected by Tenant and dedicated for Tenant's exclusive use with a rad center of one hundred six feet (106') above ground level as generally depicted on **Exhibit 1** (the "**Tenant RAD Center**"), and consisting of an envelope of five (5) contiguous vertical feet above the Tenant RAD Center and five (5) contiguous vertical feet below the Tenant RAD Center (for an aggregate of ten (10) contiguous vertical feet of space) (collectively, the "**Antenna Space Envelope**"). Tenant shall have the right to locate, operate or maintain its communication equipment and improvements within the Antenna Space Envelope. The Antenna Space Envelope includes any area on a horizontal plane, extending in all directions from the Tower, that is perpendicular to such ten foot (10') vertical envelope; and

(iv) those certain areas where Tenant's conduits, wires, cables, cable trays and other necessary connections (and the cables, wires, and other necessary connections and improvements of such third parties related to Tenant, such as Tenant's utility providers) are located between the Equipment Space and the Antenna Space Envelope, and between the Equipment Space and the electric power, telephone, fiber and fuel sources for the Property (hereinafter collectively referred to as the "**Connection Space**"). Landlord agrees that Tenant shall have the right to install connections between Tenant's equipment in the Equipment Space and Antenna Space Envelope; and between Tenant's equipment in the Equipment Space and the electric power, telephone, and fuel sources for the Property, and any other improvements. Landlord further agrees that Tenant shall have the right to install, replace and maintain utility lines, wires, poles, cables, conduits, pipes and other necessary connections over or along any right-of-way extending from the aforementioned public right-of-way to the Premises. Notwithstanding the foregoing, Tenant, to the extent feasible, shall locate



all lines, wires, conduits and cables on existing poles extending from the roadway into Landlord's Property. The Equipment Space, Antenna Space, and Connection Space, are hereinafter collectively referred to as the "Premises."

(b) During the Option Term, and during the Term of this Agreement, Tenant and its agents, engineers, surveyors and other representatives will have the right to enter upon the Property to inspect, examine, conduct soil borings, drainage testing, material sampling, radio frequency testing and other geological or engineering tests or studies of the Property (collectively, the "Tests"), to apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate at Tenant's sole discretion for its use of the Premises and include, without limitation, applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the "Government Approvals"), initiate the ordering and/or scheduling of necessary utilities, and otherwise to do those things on or off the Property that, in the opinion of Tenant, are necessary in Tenant's sole discretion to determine the physical condition of the Property, the environmental history of the Property, Landlord's title to the Property and the feasibility or suitability of the Property for Tenant's Permitted Use, all at Tenant's expense. Tenant will not be liable to Landlord or any third party on account of any pre-existing defect or condition on or with respect to the Property, whether or not such defect or condition is disclosed by Tenant's inspection. Tenant will restore the Property to its condition as it existed at the commencement of the Option Term, reasonable wear and tear and loss by casualty or other causes beyond Tenant's control excepted.

(c) In consideration of Landlord granting Tenant the Option, Tenant agrees to pay Landlord the sum of Five Hundred and No/100 Dollars (\$500.00) within thirty (30) business days of the Effective Date. The Option will be for an initial term of one (1) year commencing on the Effective Date (the "Initial Option Term") and may be renewed by Tenant for an additional one (1) year (the "Renewal Option Term") upon notification to Landlord and the payment of an additional Five Hundred and No/100 Dollars (\$500.00) prior to the expiration date of the Initial Option Term. The Initial Option Term and any Renewal Option Term are collectively referred to as the "Option Term."

(d) The Option may be sold, assigned or transferred at any time by Tenant to an Affiliate of Tenant or to any third party agreeing to be subject to the terms hereof. Otherwise, the Option may not be sold, assigned or transferred without the written consent of Landlord, such consent not to be unreasonably withheld, conditioned or delayed. From and after the date the Option has been sold, assigned or transferred by Tenant to an Affiliate or a third party agreeing to be subject to the terms hereof, Tenant shall immediately be released from any and all liability under this Agreement, including the payment of any rental or other sums due, without any further action.

(e) During the Option Term, Tenant may exercise the Option by notifying Landlord in writing. If Tenant exercises the Option, then Landlord leases the Premises to Tenant subject to the terms and conditions of this Agreement. If Tenant does not exercise the Option during the Option Term or any extension thereof, this Agreement will terminate and the parties will have no further liability to each other.

(f) If during the Option Term, or during the Term of this Agreement the Option is exercised, Landlord decides to subdivide, sell, or change the status of the zoning of the Premises, Property or any of Landlord's contiguous, adjoining or surrounding property (the "Surrounding Property", which includes without limitation the remainder of the Tower) or in the event of foreclosure, Landlord shall immediately notify Tenant in writing. Landlord agrees that during the Option Term, or during the Term of this Agreement if the Option is exercised, Landlord shall not initiate or consent to any change in the zoning of the Premises, Property or Surrounding Property or impose or consent to any other use or restriction that would prevent or limit Tenant from using the Premises for the Permitted Use. Any and all terms and conditions of this Agreement that by their sense and context are intended to be applicable during the Option Term shall be so applicable.

2. **PERMITTED USE.** Tenant may use the Premises for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of its communications fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure, associated antennas, I beams, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises (collectively, the "**Communication Facility**"), as well as the right to test, survey and review title on the Property; Tenant further has the right, but not the obligation, to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services, at no additional cost to Tenant or Landlord (collectively, the "**Permitted Use**"). Landlord and Tenant agree that any portion of the Communication Facility that may be conceptually described on **Exhibit 1** will not be deemed to limit Tenant's Permitted Use. If **Exhibit 1** includes drawings of the initial installation of the Communication Facility, Landlord's execution of this Agreement will signify Landlord's approval of **Exhibit 1**. For a period of ninety (90) days following the start of construction, Landlord grants Tenant, its subtenants, licensees and sublicensees, the right to use such portions of Landlord's Surrounding Property as described in **Exhibit 1** as may reasonably be required during construction and installation of the Communication Facility. Tenant has the right to install and operate transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the Property's main entry point to the equipment shelter or cabinet, and to make other improvements, alterations, upgrades or additions appropriate for Tenant's Permitted Use, including the right to construct a fence around the Premises, install warning signs to make individuals aware of risks, install protective barriers, install any other control measures reasonably required by Tenant's safety procedures or applicable law, and undertake any other appropriate means to secure the Premises at Tenant's expense. Tenant has the right to install, modify, supplement, replace, upgrade, expand the equipment, increase the number of antennas or relocate the Communication Facility within the Premises at any time during the Term of this Agreement. Tenant will be allowed to make such alterations to the Property in order to ensure that Tenant's Communication Facility complies with all applicable federal, state or local laws, rules or regulations. In the event Tenant desires to modify or upgrade the Communication Facility, in a manner that requires an additional portion of the Property (the "**Additional Premises**") for such modification or upgrade, Landlord shall comply with all Federal and State laws and agrees to negotiate a reasonable amended compensation structure to this Agreement in a timely manner, and will not unreasonably withhold approval.

3. **TERM.**

(a) The initial lease term will be five (5) years ("**Initial Term**"), commencing on the effective date of written notification by Tenant to Landlord of Tenant's exercise of the Option (the "**Term Commencement Date**"). The Initial Term will terminate on the fifth (5<sup>th</sup>) anniversary of the Term Commencement Date.

(b) This Agreement will automatically renew for four (4) additional five (5) year term(s) (each additional five (5) year term shall be defined as an "**Extension Term**"), upon the same terms and conditions unless Tenant notifies Landlord in writing of Tenant's intention not to renew this Agreement at least sixty (60) days prior to the expiration of the Initial Term or then-existing Extension Term.

(c) Unless (i) Landlord or Tenant notifies the other in writing of its intention to terminate this Agreement at least six (6) months prior to the expiration of the final Extension Term, or (ii) the Agreement is terminated as otherwise permitted by this Agreement prior to the end of the final Extension Term, then upon the expiration of the final Extension Term this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter ("**Annual Term**") until terminated by either party by giving to the other written notice of its intention to so terminate at least six (6) months prior to the end of any such Annual Term. Monthly rental during such Annual Terms shall be equal to the Rent paid for the last month of the final Extension Term.

(d) The Initial Term, any Extension Terms and any Annual Terms are collectively referred to as the "**Term**".

**4. RENT.**

(a) Commencing on the first day of the month following the date that Tenant commences construction (the "**Rent Commencement Date**"), Tenant will pay Landlord on or before the fifth (5<sup>th</sup>) day of each calendar month in advance Two Thousand Two Hundred and No/100 Dollars (\$2,200.00) (the "**Rent**"), at the address set forth above. In any partial month occurring after the Rent Commencement Date, Rent will be prorated. The initial Rent payment will be forwarded by Tenant to Landlord within forty-five (45) days after the Rent Commencement Date.

(b) In year two (2) of the Initial Term, and each year thereafter, including throughout any Extension Terms exercised, the monthly Rent will increase by Two and One-Half Percent (2.5%) over the Rent paid during the previous year.

(c) All charges payable under this Agreement such as utilities and taxes shall be billed by Landlord within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Landlord, and shall not be payable by Tenant. The foregoing shall not apply to monthly Rent which is due and payable without a requirement that it be billed by Landlord. The provisions of this subsection shall survive the termination or expiration of this Agreement.

**5. APPROVALS.**

(a) Landlord agrees that Tenant's ability to use the Premises is contingent upon the suitability of the Premises and Property for Tenant's Permitted Use and Tenant's ability to obtain and maintain all Government Approvals. Landlord authorizes Tenant to prepare, execute and file all required applications to obtain Government Approvals for Tenant's Permitted Use under this Agreement and agrees to reasonably assist Tenant with such applications and with obtaining and maintaining the Government Approvals.

(b) Tenant has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of its choice.

(c) Tenant may also perform and obtain, at Tenant's sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over, and under the Property, necessary to determine if Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system, design, operations or Government Approvals.

**6. TERMINATION.** This Agreement may be terminated, without penalty or further liability, as follows:

(a) by either party on thirty (30) days prior written notice, if the other party remains in default under Section 15 of this Agreement after the applicable cure periods;

(b) by Tenant upon written notice to Landlord, if Tenant is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now or hereafter intended by Tenant;

(c) by Tenant, upon written notice to Landlord, if Tenant determines, in its sole discretion, due to the title report results or survey results, that the condition of the Premises is unsatisfactory for its intended uses;

(d) by Tenant upon written notice to Landlord for any reason or no reason, at any time prior to commencement of construction by Tenant; or

(e) by Tenant upon sixty (60) days' prior written notice to Landlord for any reason or no reason, so long as Tenant pays Landlord a termination fee equal to three (3) months' Rent, at the then-current rate, provided, however, that no such termination fee will be payable on account of the termination of this Agreement by Tenant under any termination provision contained in any other Section of this Agreement including the following: 5 Approvals, 6(a) Termination, 6(b) Termination, 6(c) Termination, 6(d) Termination, 11(d) Environmental, 18 Condemnation or 19 Casualty.

**7. INSURANCE.**

(a) During the Term, Tenant will carry, at its own cost and expense, the following insurance: (i) workers' compensation insurance as required by law; and (ii) commercial general liability (CGL) insurance with respect to its activities on the Property, such insurance to afford protection of up to Three Million Dollars (\$3,000,000) per occurrence and Six Million Dollars (\$6,000,000) general aggregate, based on Insurance Services Office (ISO) Form CG 00 01 or a substitute form providing substantially equivalent coverage. Tenant's CGL insurance shall contain a provision including Landlord as an additional insured. Such additional insured coverage:

(i) shall be limited to bodily injury, property damage or personal and advertising injury caused, in whole or in part, by Tenant, its employees, agents or independent contractors;

(ii) shall not extend to claims for punitive or exemplary damages arising out of the acts or omissions of Landlord, its employees, agents or independent contractors or where such coverage is prohibited by law or to claims arising out of the gross negligence of Landlord, its employees, agents or independent contractors; and

(iii) shall not exceed Tenant's indemnification obligation under this Agreement, if any.

(b) Notwithstanding the foregoing, Tenant shall have the right to self-insure the coverages required in subsection (a). In the event Tenant elects to self-insure its obligation to include Landlord as an additional insured, the following provisions shall apply (in addition to those set forth in subsection (a)):

(i) Landlord shall promptly and no later than thirty (30) days after notice thereof provide Tenant with written notice of any claim, demand, lawsuit, or the like for which it seeks coverage pursuant to this Section and provide Tenant with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like;

(ii) Landlord shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of Tenant; and

(iii) Landlord shall fully cooperate with Tenant in the defense of the claim, demand, lawsuit, or the like.

**8. INTERFERENCE.**

(a) Prior to or concurrent with the execution of this Agreement, Landlord has provided or will provide Tenant with a list of radio frequency user(s) and frequencies used on the Property as of the Effective Date. Tenant warrants that its use of the Premises will not interfere with those existing radio frequency uses on the Property, as long as those existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations.

(b) Landlord will not grant, after the Effective Date of this Agreement, a lease, license or any other right to any third party, if the exercise of such grant may in any way adversely affect or interfere with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will notify Tenant in writing prior to granting any third party the right to install and operate communications equipment on the Property.

(c) Landlord will not, nor will Landlord permit its employees, tenants, licensees, invitees, agents or independent contractors to interfere in any way with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will cause such interference to cease within two (2) business days after receipt of notice of interference from Tenant. In the event any such interference does not cease within the aforementioned cure period, Landlord shall cease all operations which are suspected of causing interference (except for intermittent testing to determine the cause of such interference) until the interference has been corrected.

(d) For the purposes of this Agreement, "interference" may include, but is not limited to, any use on the Property or Surrounding Property that causes electronic or physical obstruction with, or degradation of, the communications signals from the Communication Facility.

**9. INDEMNIFICATION.**

(a) Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the installation, use, maintenance, repair or removal of the Communication Facility or Tenant's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Landlord, its employees, agents or independent contractors.

(b) Landlord agrees to indemnify, defend and hold Tenant harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the actions or failure to act of Landlord, its employees, agents or independent contractors, or Landlord's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Tenant, its employees, agents or independent contractors.

(c) The indemnified party: (i) shall promptly provide the indemnifying party with written notice of any claim, demand, lawsuit, or the like for which it seeks indemnification pursuant to this Section and provide the indemnifying party with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of the indemnifying party; and (iii) shall fully cooperate with the indemnifying party in the defense of the claim, demand, lawsuit, or the like. A delay in notice shall not relieve the indemnifying party of its indemnity obligation, except (1) to the extent the indemnifying party can show it was prejudiced by the delay; and (2) the indemnifying party shall not be liable for any settlement or litigation expenses incurred before the time when notice is given.

**10. WARRANTIES.**

(a) Tenant and Landlord each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power and authority to enter into this Agreement and bind itself hereto through the party set forth as signatory for the party below.

(b) Landlord represents, warrants and agrees that: (i) Landlord solely owns the Property as a legal lot in fee simple, and solely owns the Tower; (ii) the Property is not and will not be encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Tenant's Permitted Use and enjoyment of the Premises under this Agreement; (iii) as long as Tenant is not in default beyond all applicable notice and cure periods, then Landlord grants to Tenant sole, actual, quiet and peaceful use, enjoyment and possession of the Premises without hindrance or ejection by any persons lawfully claiming under Landlord; (iv) Landlord's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on Landlord; and (v) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, then Landlord will provide promptly to Tenant a mutually agreeable subordination, non-disturbance and attornment agreement executed by Landlord and the holder of such security interest.

**11. ENVIRONMENTAL.**

(a) Landlord represents and warrants that, except as may be identified in **Exhibit 11** attached to this Agreement, (i) the Property, as of the Effective Date of this Agreement, is free of hazardous substances, including asbestos-containing materials and lead paint, and (ii) the Property has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. Landlord and Tenant agree that each will be responsible for compliance with any and all applicable governmental laws, rules, statutes, regulations, codes, ordinances, or principles of common law regulating or imposing standards of liability or standards of conduct with regard to protection of the environment or worker health and safety, as may now or at any time hereafter be in effect, to the extent such apply to that party's activity conducted in or on the Property.

(b) Landlord and Tenant agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities, and liabilities at the sole cost and expense of the indemnifying party for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding (“**Claims**”) to the extent arising from that party’s breach of its obligations or representations under Section 11(a). Landlord agrees to hold harmless and indemnify Tenant from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Landlord for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from subsurface or other contamination of the Property with hazardous substances prior to the Effective Date of this Agreement or from such contamination caused by the acts or omissions of Landlord during the Term. Tenant agrees to hold harmless and indemnify Landlord from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Tenant for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from hazardous substances brought onto the Property by Tenant.

(c) The indemnifications of this Section 11 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Section 11 will survive the expiration or termination of this Agreement.

(d) In the event Tenant becomes aware of any hazardous substances on the Property, or any environmental, health or safety condition or matter relating to the Property that, in Tenant’s sole determination, renders the condition of the Premises or Property unsuitable for Tenant’s use, or if Tenant believes that the leasing or continued leasing of the Premises would expose Tenant to undue risks of liability to a government agency or other third-party liability, then Tenant will have the right, in addition to any other rights it may have at law or in equity, to terminate this Agreement upon written notice to Landlord.

**12. ACCESS.** At all times throughout the Term of this Agreement, and at no additional charge to Tenant, Tenant and its employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access (“**Access**”) to and over the Property, from an open and improved public road to the Premises, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises. As may be described more fully in **Exhibit 1**, Landlord grants to Tenant an easement for such Access and Landlord agrees to provide to Tenant such codes, keys and other instruments necessary for such Access at no additional cost to Tenant. Upon Tenant’s request, Landlord will execute a separate recordable easement evidencing this right. Landlord shall execute a letter granting Tenant Access to the Property substantially in the form attached as **Exhibit 12**; upon Tenant’s request, Landlord shall execute additional letters during the Term. If Tenant elects to utilize an Unmanned Aircraft System (“**UAS**”) in connection with its installation, construction, monitoring, site audits, inspections, maintenance, repair, modification, or alteration activities at the Property, Landlord hereby grants Tenant, or any UAS operator acting on Tenant’s behalf, express permission to fly over the applicable Property and Premises, and consents to the use of audio and video navigation and recording in connection with the use of the UAS. Landlord acknowledges that in the event Tenant cannot obtain Access to the Premises, Tenant shall incur significant damage. If Landlord fails to provide the Access granted by this Section 12, such failure shall be a default under this Agreement.

**13. REMOVAL/RESTORATION.** All portions of the Communication Facility brought onto the Property by Tenant will be and remain Tenant’s personal property and, at Tenant’s option, may be removed by Tenant at any time during or after the Term. Landlord covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of Tenant and may be removed by Tenant at any time during or after the Term. Tenant will repair any damage to the Property resulting from Tenant’s removal activities. Any portions of the Communication Facility that Tenant does not remove within one hundred twenty (120) days after the later of

the end of the Term and cessation of Tenant's operations at the Premises shall be deemed abandoned and owned by Landlord. Notwithstanding the foregoing, Tenant will not be responsible for the replacement of any trees, shrubs or other vegetation.

**14. MAINTENANCE/UTILITIES.**

(a) Tenant will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted.

(b) Landlord will maintain and repair the Property and access thereto, the Tower, and all areas of the Premises where Tenant does not have exclusive control, in good and tenantable condition, subject to reasonable wear and tear and damage from the elements. Landlord will be responsible for maintenance of landscaping on the Property, including any landscaping installed by Tenant as a condition of this Agreement or any required permit. Landlord shall maintain the Tower's structural integrity at all times (which shall mean that at no time will Landlord allow the Tower's condition to become, or remain, overstressed under the applicable structural standards set forth in the then-current version of the ANSI TIA-222). Landlord shall at all times during the Term of this Agreement reserve and have ready for Tenant's immediate use sufficient structural loading capacity on the Tower to support Tenant's installation of up to thirty-five thousand square inches (35,000 sq. in.) of Wind Load Surface Area, in the aggregate, of Communication Facilities anywhere on the Tower (the "**Allowed Wind Load Surface Area**"). "**Wind Load Surface Area**" means the Flat Plate Equivalent Area, as defined in ANSI TIA standards, of any appurtenance (excluding all mounts, platforms, cables and other non-operating equipment) at ninety degrees (90°) perpendicular to wind direction, possessing the characteristics of flat material, with associated drag factors. Landlord shall be responsible for the costs of all structural modifications to the Tower, including the costs of related Government Approvals or other approvals, to support the Allowed Wind Load Surface Area. In the event that Tenant has used the Allowed Wind Load Surface Area and an installation of a portion of the Communication Facility within the Antenna Space Envelope will require structural modifications to comply with the structural standards generally accepted within the telecommunications industry, Tenant will pay Landlord for the portion of the structural modifications that is necessary to support Tenant's loading in excess of the Allowed Wind Load Surface Area. In no event shall Tenant be responsible for Tower modification costs to support the installations of other tenants, licensees or other users of the Tower, or for the Tower to comply with applicable Laws so long as Tenant's installation is within the Allowed Wind Load Surface Area.

(c) Tenant will be responsible for paying on a monthly or quarterly basis all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Premises. In the event Tenant cannot secure its own metered electrical supply, Tenant will have the right, at its own cost and expense, to submeter from Landlord. When submetering is required under this Agreement, Landlord will read the meter and provide Tenant with an invoice and usage data on a monthly basis. Landlord agrees that it will not include a markup on the utility charges. Landlord further agrees to provide the usage data and invoice on forms provided by Tenant and to send such forms to such address and/or agent designated by Tenant. Tenant will remit payment within forty-five (45) days of receipt of the usage data and required forms. As noted in Section 4(c) above, any utility fee recovery by Landlord is limited to a twelve (12) month period. If Tenant submeters electricity from Landlord, Landlord agrees to give Tenant at least twenty-four (24) hours advance notice of any planned interruptions of said electricity. Landlord acknowledges that Tenant provides a communication service which requires electrical power to operate and must operate twenty-four (24) hours per day, seven (7) days per week. If an interruption in electrical power service occurs for an extended period of time, in Tenant's reasonable determination, Landlord agrees to allow Tenant the right to bring in a temporary source of power for the duration of the interruption. Landlord will not be responsible for interference with, interruption of or failure, beyond the reasonable control of Landlord, of such services to be furnished or supplied by Landlord.

(d) Tenant will have the right to install utilities, at Tenant's expense, and to improve present utilities on the Property and the Premises. Landlord hereby grants to any company providing utility or similar services, including electric power and telecommunications, to Tenant an easement over the Property, from an open and improved public road to the Premises, and upon the Premises, for the purpose of constructing, operating and maintaining such lines, wires, circuits, and conduits, associated equipment cabinets and such appurtenances thereto, as such companies may from time to time require in order to provide such services to the Premises. Upon Tenant's or the service company's request, Landlord will execute a separate recordable easement evidencing this grant, at no cost to Tenant or the service company.

**15. DEFAULT AND RIGHT TO CURE.**

(a) The following will be deemed a default by Tenant and a breach of this Agreement: (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after written notice from Landlord of such failure to pay; or (ii) Tenant's failure to perform any other term or condition under this Agreement within forty-five (45) days after written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant. If Tenant remains in default beyond any applicable cure period, Landlord will have the right to exercise any and all rights and remedies available to it under law and equity.

(b) The following will be deemed a default by Landlord and a breach of this Agreement: (i) Landlord's failure to provide Access to the Premises as required by Section 12 of this Agreement within twenty-four (24) hours after written notice of such failure; (ii) Landlord's failure to cure an interference problem as required by Section 8 of this Agreement within two (2) business days after written notice of such failure; or (iii) Landlord's failure to perform any term, condition, or breach of any warranty or covenant under this Agreement within forty-five (45) days of written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord. If Landlord remains in default beyond any applicable cure period, Tenant will have: (1) the right to cure Landlord's default and to deduct the costs of such cure from monies due to Landlord from Tenant, and (2) any and all other rights available to it under law and equity.

**16. ASSIGNMENT/SUBLEASE.** Tenant will have the right to assign this Agreement or sublease the Premises and its rights herein, in whole or in part, without Landlord's consent. Upon notification to Landlord of such assignment, Tenant will be relieved of all future performance, liabilities and obligations under this Agreement to the extent of such assignment.

**17. NOTICES.** All notices, requests and demands hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:

If to Landlord:                   City of Lathrop  
  Attn: City Attorney  
  390 Towne Centre Drive  
  Lathrop, CA 95330



If to Tenant: New Cingular Wireless PCS, LLC  
Attn: Tower Asset Group – Lease Administration  
Re: Cell Site No.: CVL01568  
Search Ring Name: River Islands  
Cell Site Name: River Islands (CA)  
Fixed Asset No.: 14356021  
1025 Lenox Park Boulevard NE, 3<sup>rd</sup> Floor  
Atlanta, GA 30319

With a copy to: New Cingular Wireless PCS, LLC  
Attn: Legal Department - Network Operations  
Re: Cell Site No.: CVL01568  
Search Ring Name: River Islands  
Cell Site Name: River Islands (CA)  
Fixed Asset No.: 14356021  
208 S. Akard Street  
Dallas, TX 75202-4206

The copy sent to Tenant's Legal Department is an administrative step which alone does not constitute legal notice. Either party hereto may change the place for the giving of notice to it by thirty (30) days' prior written notice to the other as provided herein.

**18. CONDEMNATION.** In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide notice of the proceeding to Tenant within forty-eight (48) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's sole determination, to render the Premises unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Tenant will include, where applicable, the value of its Communication Facility, moving expenses, prepaid Rent, and business dislocation expenses. Tenant will be entitled to reimbursement for any prepaid Rent on a prorated basis.

**19. CASUALTY.** Landlord will provide notice to Tenant of any casualty or other harm affecting the Property within forty-eight (48) hours of the casualty or other harm. If any part of the Communication Facility or the Property is damaged by casualty or other harm as to render the Premises unsuitable, in Tenant's sole determination, then Tenant may terminate this Agreement by providing written notice to Landlord, which termination will be effective as of the date of such casualty or other harm. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent on a prorata basis. Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property, but only until such time as Tenant is able to activate a replacement transmission facility at another location; notwithstanding the termination of this Agreement, such temporary facilities will be governed by all of the terms and conditions of this Agreement, including Rent. If Landlord or Tenant undertakes to rebuild or restore the Premises and/or the Communication Facility, as applicable, Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property at no additional Rent until the reconstruction of the Premises and/or the Communication Facility is completed. If Landlord determines not to rebuild or restore the Property, Landlord will notify Tenant of such determination within thirty (30) days after the casualty or other harm. If Landlord does not so notify Tenant, and Tenant decides not to terminate under this Section, then Landlord will promptly rebuild or restore any portion of the Property interfering with or required for Tenant's Permitted Use of the Premises to substantially the same condition as existed before the casualty or other harm. Landlord agrees that the Rent shall be abated until the Property and/or the Premises are rebuilt or restored, unless Tenant places temporary transmission and reception facilities on the Property.

20. **WAIVER OF LANDLORD'S LIENS.** Landlord waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof. The Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law; Landlord consents to Tenant's right to remove all or any portion of the Communication Facility from time to time in Tenant's sole discretion and without Landlord's consent.

21. **TAXES.**

(a) Landlord shall be responsible for (i) all taxes and assessments levied upon the lands, improvements and other property of Landlord including any such taxes that may be calculated by a taxing authority using any method, including the income method, (ii) all sales, use, license, value added, documentary, stamp, gross receipts, registration, real estate transfer, conveyance, excise, recording, and other similar taxes and fees imposed in connection with this Agreement, and (iii) all sales, use, license, value added, documentary, stamp, gross receipts, registration, real estate transfer, conveyance, excise, recording, and other similar taxes and fees imposed in connection with a sale of the Property or assignment of Rent payments by Landlord. Tenant shall be responsible for (y) any taxes and assessments attributable to and levied upon Tenant's leasehold improvements on the Premises if and as set forth in this Section 21 and (z) all sales, use, license, value added, documentary, stamp, gross receipts, registration, real estate transfer, conveyance, excise, recording, and other similar taxes and fees imposed in connection with an assignment of this Agreement or sublease by Tenant. Nothing herein shall require Tenant to pay any inheritance, franchise, income, payroll, excise, privilege, rent, capital stock, stamp, documentary, estate or profit tax, or any tax of similar nature, that is or may be imposed upon Landlord.

(b) In the event Landlord receives a notice of assessment with respect to which taxes or assessments are imposed on Tenant's leasehold improvements on the Premises, Landlord shall provide Tenant with copies of each such notice immediately upon receipt, but in no event later than thirty (30) days after the date of such notice of assessment. If Landlord does not provide such notice or notices to Tenant in a timely manner and Tenant's rights with respect to such taxes are prejudiced by the delay, Landlord shall reimburse Tenant for any increased costs directly resulting from the delay and Landlord shall be responsible for payment of the tax or assessment set forth in the notice, and Landlord shall not have the right to reimbursement of such amount from Tenant. If Landlord provides a notice of assessment to Tenant within such time period and requests reimbursement from Tenant as set forth below, then Tenant shall reimburse Landlord for the tax or assessments identified on the notice of assessment on Tenant's leasehold improvements, which has been paid by Landlord. If Landlord seeks reimbursement from Tenant, Landlord shall, no later than thirty (30) days after Landlord's payment of the taxes or assessments for the assessed tax year, provide Tenant with written notice including evidence that Landlord has timely paid same, and Landlord shall provide to Tenant any other documentation reasonably requested by Tenant to allow Tenant to evaluate the payment and to reimburse Landlord.

(c) For any tax amount for which Tenant is responsible under this Agreement, Tenant shall have the right to contest, in good faith, the validity or the amount thereof using such administrative, appellate or other proceedings as may be appropriate in the jurisdiction, and may defer payment of such obligations, pay same under protest, or take such other steps as permitted by law. This right shall include the ability to institute any legal, regulatory or informal action in the name of Landlord, Tenant, or both, with respect to the valuation of the Premises. Landlord shall cooperate with respect to the commencement and prosecution of any such proceedings and will execute any documents required therefor. The expense of any such proceedings shall be borne by Tenant and any refunds or rebates secured as a result of Tenant's action shall belong to Tenant, to the extent the amounts were originally paid by Tenant. In the event Tenant notifies Landlord by the due date for assessment of Tenant's intent to contest the assessment, Landlord shall not pay the assessment pending conclusion of the contest, unless required by applicable law.

(d) Landlord shall not split or cause the tax parcel on which the Premises are located to be split, bifurcated, separated or divided without the prior written consent of Tenant.

(e) Tenant shall have the right but not the obligation to pay any taxes due by Landlord hereunder if Landlord fails to timely do so, in addition to any other rights or remedies of Tenant. In the event that Tenant exercises its rights under this Section 21(e) due to such Landlord default, Tenant shall have the right to deduct such tax amounts paid from any monies due to Landlord from Tenant as provided in Section 15(b), provided that Tenant may exercise such right without having provided to Landlord notice and the opportunity to cure per Section 15(b).

(f) Any tax-related notices shall be sent to Tenant in the manner set forth in Section 17. Promptly after the Effective Date, Landlord shall provide the following address to the taxing authority for the authority's use in the event the authority needs to communicate with Tenant. In the event that Tenant's tax address changes by notice to Landlord, Landlord shall be required to provide Tenant's new tax address to the taxing authority or authorities.

New Cingular Wireless PCS, LLC  
Attn: Tower Asset Group – Taxes  
Re: Cell Site No.: CVL01568  
Search Ring Name: River Islands  
Cell Site Name: River Islands (CA)  
Fixed Asset No.: 14356021  
1025 Lenox Park Boulevard NE, 3<sup>rd</sup> Floor  
Atlanta, GA 30319

(g) Notwithstanding anything to the contrary contained in this Section 21, Tenant shall have no obligation to reimburse any tax or assessment for which the Landlord is reimbursed or rebated by a third party.

## **22. SALE OF PROPERTY.**

(a) Landlord shall not be prohibited from the selling, leasing or use of any of the Property or the Surrounding Property except as provided below.

(b) If Landlord, at any time during the Term of this Agreement, decides to rezone or sell, subdivide or otherwise transfer all or any part of the Premises, or all or any part of the Property or Surrounding Property, to a purchaser other than Tenant, Landlord shall promptly notify Tenant in writing, and such rezoning, sale, subdivision or transfer shall be subject to this Agreement and Tenant's rights hereunder. In the event of a change in ownership, transfer or sale of the Property, within ten (10) days of such transfer, Landlord or its successor shall send the documents listed below in this subsection (b) to Tenant. Until Tenant receives all such documents, Tenant shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement.

- i. Old deed to Property
- ii. New deed to Property
- iii. Bill of Sale or Transfer
- iv. Copy of current Tax Bill
- v. New IRS Form W-9 & CA FTB Form 590
- vi. Completed and Signed AT&T Payment Direction Form
- vii. Full contact information for new Landlord including phone number(s)

(c) Landlord agrees not to sell, lease or use any areas of the Property or Surrounding Property for the installation, operation or maintenance of other wireless communications facilities if such installation, operation or maintenance would interfere with Tenant's Permitted Use or communications equipment as determined by radio propagation tests performed by Tenant in its sole discretion. Landlord or Landlord's prospective purchaser shall reimburse Tenant for any costs and expenses of such testing. If the radio frequency propagation tests demonstrate levels of interference unacceptable to Tenant, Landlord shall be prohibited from selling, leasing or using any areas of the Property or the Surrounding Property for purposes of any installation, operation or maintenance of any other wireless communications facility or equipment.

(d) The provisions of this Section shall in no way limit or impair the obligations of Landlord under this Agreement, including interference and access obligations.

**23. RENTAL STREAM OFFER.** If at any time after the Effective Date of this Agreement, Landlord receives a bona fide written offer from a third party seeking an assignment or transfer of Rent payments associated with this Agreement ("**Rental Stream Offer**"), Landlord shall immediately furnish Tenant with a copy of the Rental Stream Offer. Tenant shall have the right within twenty (20) days after it receives such copy to match the Rental Stream Offer and agree in writing to match the terms of the Rental Stream Offer. Such writing shall be in the form of a contract substantially similar to the Rental Stream Offer. If Tenant chooses not to exercise this right or fails to provide written notice to Landlord within the twenty (20) day period, Landlord may assign the right to receive Rent payments pursuant to the Rental Stream Offer, subject to the terms of this Agreement. If Landlord attempts to assign or transfer Rent payments without complying with this Section, the assignment or transfer shall be void. Tenant shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement until Landlord complies with this Section.

**24. MISCELLANEOUS.**

(a) **Amendment/Waiver.** This Agreement cannot be amended, modified or revised unless done in writing and signed by Landlord and Tenant. No provision may be waived except in a writing signed by both parties. The failure by a party to enforce any provision of this Agreement or to require performance by the other party will not be construed to be a waiver, or in any way affect the right of either party to enforce such provision thereafter.

(b) **Memorandum/Short Form Lease.** Contemporaneously with the execution of this Agreement, the parties will execute a recordable Memorandum of Lease substantially in the form attached as **Exhibit 24(b)**. Either party may record this Memorandum of Lease at any time during the Option Term or the Term, as the case may be, in its absolute discretion. Thereafter during the Term of this Agreement, either party will, at any time upon fifteen (15) business days' prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of Lease.

(c) **Limitation of Liability.** Except for the indemnity obligations set forth in this Agreement, and otherwise notwithstanding anything to the contrary in this Agreement, Tenant and Landlord each waives any claims that each may have against the other with respect to consequential, incidental or special damages, however caused, based on any theory of liability.

(d) **Compliance with Law.** Tenant agrees to comply with all federal, state and local laws, orders, rules and regulations ("**Laws**") applicable to Tenant's use of the Communication Facility on the Property. Landlord agrees to comply with all Laws relating to Landlord's ownership and use of the Property and any improvements on the Property.

(e) **Bind and Benefit.** The terms and conditions contained in this Agreement will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

(f) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement. Exhibits are numbered to correspond to the Section wherein they are first referenced. Except as otherwise stated in this Agreement, each party shall bear its own fees and expenses (including the fees and expenses of its agents, brokers, representatives, attorneys, and accountants) incurred in connection with the negotiation, drafting, execution and performance of this Agreement and the transactions it contemplates.

(g) **Governing Law.** This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.

(h) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term “including” will be interpreted to mean “including but not limited to”; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in this Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of this Agreement and are incorporated by reference into this Agreement; (v) use of the terms “termination” or “expiration” are interchangeable; (vi) reference to a default will take into consideration any applicable notice, grace and cure periods; (vii) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted the Agreement; (viii) the singular use of words includes the plural where appropriate and (ix) if any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force if the overall purpose of the Agreement is not rendered impossible and the original purpose, intent or consideration is not materially impaired.

(i) **Affiliates.** All references to “Tenant” shall be deemed to include any Affiliate of New Cingular Wireless PCS, LLC using the Premises for any Permitted Use or otherwise exercising the rights of Tenant pursuant to this Agreement. “Affiliate” means with respect to a party to this Agreement, any person or entity that (directly or indirectly) controls, is controlled by, or under common control with, that party. “Control” of a person or entity means the power (directly or indirectly) to direct the management or policies of that person or entity, whether through the ownership of voting securities, by contract, by agency or otherwise.

(j) **Survival.** Any provisions of this Agreement relating to indemnification shall survive the termination or expiration hereof. In addition, any terms and conditions contained in this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall so survive.

(k) **W-9/FTB 590.** As a condition precedent to payment, Landlord agrees to provide Tenant with both a completed IRS Form W-9 and CA FTB Form 590, or their respective equivalents, upon execution of this Agreement and at such other times as may be reasonably requested by Tenant, including, any change in Landlord's name or address. A copy of the IRS Form W-9 and the CA FTB Form 590 in their current forms are attached hereto as **Exhibit 24(k)**.

(l) **Execution/No Option.** The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Landlord and Tenant. This Agreement may be executed in two (2) or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties. All parties need not sign the same counterpart.

(m) **Attorneys' Fees.** In the event that any dispute between the parties related to this Agreement should result in litigation, the prevailing party in such litigation shall be entitled to recover from the other party all reasonable fees and expenses of enforcing any right of the prevailing party, including without limitation, reasonable attorneys' fees and expenses. Prevailing party means the party determined by the court to have most nearly prevailed even if such party did not prevail in all matters. This provision will not be construed to entitle any party other than Landlord, Tenant and their respective Affiliates to recover their fees and expenses.

(n) **WAIVER OF JURY TRIAL.** EACH PARTY, TO THE EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING UNDER ANY THEORY OF LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE TRANSACTIONS IT CONTEMPLATES.

(o) **Incidental Fees.** Unless specified in this Agreement, no unilateral fees or additional costs or expenses are to be applied by either party to the other party, including review of plans, structural analyses, consents, provision of documents or other communications between the parties.

(p) **Further Acts.** Upon request, Landlord will cause to be promptly and duly taken, executed, acknowledged and delivered all such further acts, documents, and assurances as Tenant may request from time to time in order to effectuate, carry out and perform all of the terms, provisions and conditions of this Agreement and all transactions and permitted use contemplated by this Agreement.

**IN WITNESS WHEREOF,** the parties have caused this Agreement to be effective as of the last date written below.

**LANDLORD:**

City of Lathrop,  
a California municipal corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**TENANT:**

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

By: AT&T Mobility Corporation  
Its: Manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**EXHIBIT 1**

**DESCRIPTION OF PROPERTY & PREMISES**

Page 1 of 15

to the Option and Tower Lease Agreement dated as of \_\_\_\_\_, 2020, by and between the City of Lathrop, a California municipal corporation, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

**The Property is legally described as follows:**

**LEGAL DESCRIPTION COMMUNICATION SITE RIVER  
ISLANDS LATHROP, CALIFORNIA**

CERTAIN REAL PROPERTY SITUATE IN THE CITY OF LATHROP, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF PARCEL 1, AS SAID PARCEL IS SHOWN ON THE MAP ENTITLED "TRACT 3876, RIVER ISLANDS, PHASE 1B, LARGE LOT FINAL MAP", FILED MARCH 31, 2016, IN BOOK 42 OF MAPS AND PLATS, AT PAGE 56, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF J7 COURT, AS SAID COURT IS DESCRIBED IN DOCUMENT NO. 2020- , OFFICIAL RECORDS OF SAN JOAQUIN COUNTY;

THENCE ALONG SAID EAST LINE, ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 56.00 FEET, FROM WHICH POINT THE RADIUS POINT BEARS SOUTH 50°36'58" WEST, THROUGH A CENTRAL ANGLE OF 05°11'29", AN ARC DISTANCE OF 5.07 FEET;

THENCE, ALONG A REVERSE CURVE, HAVING A RADIUS OF 17.00 FEET, THROUGH A CENTRAL ANGLE OF 44°34'31", AN ARC DISTANCE OF 13.23 FEET;

THENCE, NORTH 24.30 FEET;

THENCE, LEAVING SAID EAST LINE, EAST 90.00 FEET;

THENCE, SOUTH 40.00 FEET;

THENCE, WEST 81.72 FEET TO SAID POINT OF BEGINNING.

CONTAINING 3,557 SQUARE FEET, MORE OR LESS.

ATTACHED HERETO IS A PLAT TO ACCOMPANY LEGAL DESCRIPTION, AND BY THIS REFERENCE MADE A PART HEREOF.

END OF DESCRIPTION

**The Premises are described and/or depicted as follows:**

[100% Construction Drawings Dated December 21, 2018, Prepared by MT2 Telecom, LP, and Consisting of Fourteen (14) Pages, Appear on Following Pages]

**Notes:**

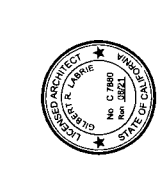
1. THIS EXHIBIT MAY BE REPLACED BY A LAND SURVEY AND/OR CONSTRUCTION DRAWINGS OF THE PREMISES ONCE RECEIVED BY TENANT.
2. ANY SETBACK OF THE PREMISES FROM THE PROPERTY'S BOUNDARIES SHALL BE THE DISTANCE REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES.
3. WIDTH OF ACCESS ROAD SHALL BE THE WIDTH REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES, INCLUDING POLICE AND FIRE DEPARTMENTS.
4. THE TYPE, NUMBER AND MOUNTING POSITIONS AND LOCATIONS OF ANTENNAS AND TRANSMISSION LINES ARE ILLUSTRATIVE ONLY. ACTUAL TYPES, NUMBERS AND MOUNTING POSITIONS MAY VARY FROM WHAT IS SHOWN ABOVE.





RIVER ISLANDS  
CVL01568  
(WATER TANK SITE)  
LATHROP, CA 95330

STAMP



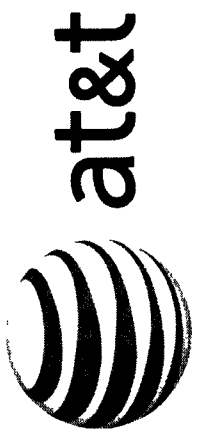
DRAWN BY	SMJR
CHECKED BY	CL
NO. DATE	ISSUE
A 11.15.18	98% C&I
B 12.20.18	98% C&I, GEN. & WIC REV.
C 12.21.18	100% C&I, GEN. & WIC REV.
D 04.09.19	100% C&I, P&I, C&I, C&I
E 08.25.19	100% C&I, GEN. B&I, C&I, REV.

SHEET TITLE  
**TITLE SHEET**

SHEET NUMBER  
**T-1**

SHEET INDEX

**SITE NUMBER: CVL01568**  
**SITE NAME: RIVER ISLANDS**  
950 STEWART ROAD  
(WATER TANK SITE)  
LATHROP, CA 95330  
JURISDICTION: CITY OF LATHROP  
**SITE TYPE: MONOPOLE / WIC**



At all services & grounding practices, provide "Minimum Size at 12" from any wire."

**CALL BEFORE YOU DIG**  
811 / 1.800.227.2800  
NATIONWIDE UNDERGROUND SERVICE ALERT

20. REPRESENTATIONS OF TRUE NORTH, OTHER THAN THOSE FOUND ON THE PLAN OF SURVEY DRAWING, THE CONTRACTOR SHALL VERIFY PRIOR TO STARTING WORK. IMMEDIATELY NOTIFY THE ENGINEER IN WRITING OF ANY DISCREPANCY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAME.

21. PENETRATIONS OF ROOF MEMBRANES SHALL BE PATCHED/FLASHED AND MADE WATER-TIGHT USING THE MATERIALS IN ACCORDANCE WITH MCA ROOFING STANDARDS AND DETAILS. CONTRACTOR SHALL OBTAIN BEFORE PROCEEDING.

22. REPRESENTATIONS OF TRUE NORTH, OTHER THAN THOSE FOUND ON THE PLAN OF SURVEY DRAWING, THE CONTRACTOR SHALL VERIFY PRIOR TO STARTING WORK. IMMEDIATELY NOTIFY THE ENGINEER IN WRITING OF ANY DISCREPANCY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAME.

23. PENETRATIONS OF ROOF MEMBRANES SHALL BE PATCHED/FLASHED AND MADE WATER-TIGHT USING THE MATERIALS IN ACCORDANCE WITH MCA ROOFING STANDARDS AND DETAILS. CONTRACTOR SHALL OBTAIN BEFORE PROCEEDING.

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25. PENETRATIONS OF ROOF MEMBRANES SHALL BE PATCHED/FLASHED AND MADE WATER-TIGHT USING THE MATERIALS IN ACCORDANCE WITH MCA ROOFING STANDARDS AND DETAILS. CONTRACTOR SHALL OBTAIN BEFORE PROCEEDING.

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13. PENETRATIONS OF ROOF MEMBRANES SHALL BE PATCHED/FLASHED AND MADE WATER-TIGHT USING THE MATERIALS IN ACCORDANCE WITH MCA ROOFING STANDARDS AND DETAILS. CONTRACTOR SHALL OBTAIN BEFORE PROCEEDING.

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18. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH CHAPTER 23 OF THE CALIFORNIA ELECTRICAL CODE (CEC) AND ALL OTHER APPLICABLE LOCAL, STATE AND FEDERAL REGULATIONS.

19. DETAILS ARE INTENDED TO SHOW END RESULT OF DESIGN. WORK SHALL BE IN ACCORDANCE WITH LOCAL, STATE AND FEDERAL REGULATIONS. ALL WORK MUST BE IN ACCORDANCE WITH LOCAL, STATE AND FEDERAL REGULATIONS. ALL WORK MUST BE IN ACCORDANCE WITH LOCAL, STATE AND FEDERAL REGULATIONS.

1. CONTRACTOR SHALL VERIFY PRIOR TO STARTING WORK. IMMEDIATELY NOTIFY THE ENGINEER IN WRITING OF ANY DISCREPANCY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAME.

2. FIGURED DIMENSIONS TAKE PRECEDENCE OVER SCALED DIMENSIONS.

3. CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR WORK IN ACCORDANCE WITH ALL APPLICABLE CODES AND REGULATIONS OF THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) AND THE CALIFORNIA ELECTRICAL CODE (CEC). CONTRACTOR SHALL NOTIFY THE CONSTRUCTION MANAGER OF ANY NECESSARY CHANGES TO COMPLETE THE WORK/PROJECT AS DESCRIBED.

4. ALL WORK PERFORMED AND MATERIALS INSTALLED SHALL BE IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES, RULES, REGULATIONS, ORDINANCES, AND LOCAL AND STATE COMPANY SPECIFICATIONS, AND LOCAL AND STATE REGULATIONS. CONTRACTOR SHALL VERIFY PRIOR TO STARTING WORK. IMMEDIATELY NOTIFY THE ENGINEER IN WRITING OF ANY DISCREPANCY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAME.

5. THE SCOPE OF WORK SHALL INCLUDE FURNISHING ALL MATERIALS AND LABOR NECESSARY TO COMPLETE THE WORK/PROJECT AS DESCRIBED HEREIN.

SIT NO.	DESCRIPTION
1-1	TITLE SHEET
1-2	SITE BORER
1-3	BATTERY SPACES
1-4	SITE BATTERY
1-5	SITE WADDT
1-6	APERTURE WADDT
1-7	ELECTRICAL
1-8	WIC ELEMENTS & DETAILS
1-9	GENERATOR SPACES
1-10	DETAILS
1-11	STRUCTURAL DETAILS
1-12	POWER SHADE LUM. (INSTRUM. PANEL, SOFTWARE & DETAILS)
1-13	GROUNDING SITE PLAN & DETAILS
1-14	GROUNDING DETAILS & NOTES

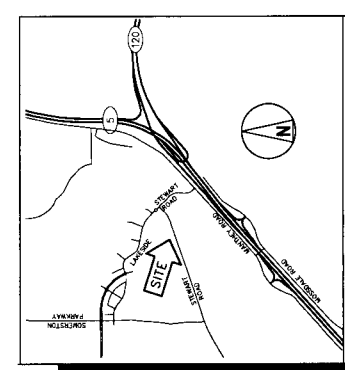
PROJECT TEAM	PROJECT DESCRIPTION
ARCHITECT 10158 AIRPORT RD LATHROP, CA 95330 PH: 925-431-5791 FAX: (707) 374-8194 CONTACT: SAJ, MANTREZ	ARCHITECT DAVID M. CTRB EMAIL: arch@ctb.com
ENGINEER/DESIGNER 10158 AIRPORT RD LATHROP, CA 95330 PH: 925-431-5791 FAX: (707) 374-8194 CONTACT: SAJ, MANTREZ	CONSTRUCTION DESIGN MANAGER MICHAEL SMITH SMITH ELECTRICAL 10158 AIRPORT RD LATHROP, CA 95330 PH: 925-431-5791 FAX: (707) 374-8194 CONTACT: SAJ, MANTREZ
PROPERTY OWNER RIVER ISLANDS 10158 AIRPORT RD LATHROP, CA 95330 PH: 925-431-5791 FAX: (707) 374-8194 CONTACT: SAJ, MANTREZ	CITY OF LATHROP 37-47-1237 AND 03 37-47-1237 AND 03 13.5 NAD 88 LATHROP PERMITTING DISTRICT A/E/T OCCUPANCY/AGENCY U / V / VB BUILDING/TYPE/SPRINKLER 1 STORY / NO SPRINKLERS

APPLICABLE CODES	PROJECT SUMMARY
2015 INTERNATIONAL BUILDING CODE (IBC) (LOCAL TITLES 2A & 2B) 2015 INTERNATIONAL FIRE CODE (IFC) 2015 CALIFORNIA BUILDING CODES 2015 CALIFORNIA PLUMBING CODE (CPLC) 2015 CALIFORNIA ELECTRICAL CODE (CEC) 2015 CALIFORNIA MECHANICAL CODE (CMC) 2015 CALIFORNIA FIRE CODE (CFC) 2015 CALIFORNIA PLUMBING CODES (LOCAL BUILDING CODES) 2015 CALIFORNIA ELECTRICAL CODES (CITY / COUNTY ORDINANCES) ANSI / IEC-722 C	CITY OF LATHROP 37-47-1237 AND 03 37-47-1237 AND 03 13.5 NAD 88 LATHROP PERMITTING DISTRICT A/E/T OCCUPANCY/AGENCY U / V / VB BUILDING/TYPE/SPRINKLER 1 STORY / NO SPRINKLERS

DIRECTIONS FROM A/E/T OFFICE AT 2800 DAMON AVENUE, SAN MARINO, CA  
-GET ON 60 S FROM BOLLINGER CANYON ROAD  
-TAKE I-5 SOUTH TO WADSWORTH ROAD EXIT  
-TAKE I-5 SOUTH TO STEWART ROAD EXIT  
-MAKE A RIGHT ONTO STEWART ROAD AND LEFT ACCESS ROAD  
-CONTINUE TO ACCESS ROAD TO SUBSTATION ON RIGHT  
950 STEWART ROAD  
WATER TANK SITE AND SUBSTATION

DIRECTIONS  
ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES TO THESE CODES:  
-2015 INTERNATIONAL BUILDING CODE (IBC) (LOCAL TITLES 2A & 2B)  
-2015 INTERNATIONAL FIRE CODE (IFC)  
-2015 CALIFORNIA BUILDING CODES  
-2015 CALIFORNIA PLUMBING CODE (CPLC)  
-2015 CALIFORNIA ELECTRICAL CODE (CEC)  
-2015 CALIFORNIA MECHANICAL CODE (CMC)  
-2015 CALIFORNIA FIRE CODE (CFC)  
-2015 CALIFORNIA PLUMBING CODES (LOCAL BUILDING CODES)  
-2015 CALIFORNIA ELECTRICAL CODES (CITY / COUNTY ORDINANCES)  
-ANSI / IEC-722 C

ALONG WITH ANY OTHER APPLICABLE LOCAL AND STATE LAWS AND REGULATIONS. CONTRACTOR SHALL VERIFY PRIOR TO STARTING WORK. IMMEDIATELY NOTIFY THE ENGINEER IN WRITING OF ANY DISCREPANCY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAME.

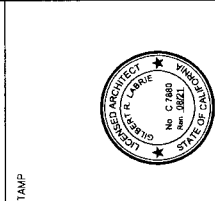


GENERAL NOTES

**at&t**  
TELECOM LP  
10101 WILLOW ROAD  
P.O. BOX 458  
RIVERVIEW, CA 94571  
PHONE (925) 391-5075  
FAX (925) 391-6134

**at&t**  
5001 EXECUTIVE PARKWAY  
SAN RAMON, CA 94583

**RIVER ISLANDS**  
CV101568  
950 STEWART ROAD  
(WATER TANK SITE)  
LAHROP, CA 95330



STAMP

DRAWN BY	SMUR
CHECKED BY	GL
NO. DATE	ISSUE
A	11.15.18 90X CD
B	12.20.18 90X CD, GEN. & WC. REV.
C	12.21.18 100X CD, GEN. & WC. REV.
D	03.12.19 100X CD, P.L.N. CHG. COMM.
E	04.08.19 100X CD, P.L.N. CHG. PLNG.
F	09.25.19 100X CD, GEN. BCH'L REV.

SHEET TITLE  
**SITE SIGNAGE**

SHEET NUMBER  
**T-2**

JOB # NO

**SIGNAGE AND STOPPING INFORMATION**

THE FOLLOWING INFORMATION IS A GUIDELINE FOR SIGNAGE TO BE INSTALLED AT THE SITE. THE SITE EMPLOYEE OR ANY OTHER PERSON SHOULD BE AWARE OF THESE LIMITS ON PLACING, THE SIGNAGE RESTRICTIONS, OR THE PLACEMENT OF SIGNAGE. THE SIGNAGE RESTRICTIONS ARE:

1. THE SIGNAGE SHALL BE PLACED IN THE VICINITY OF THE SIGNAGE RESTRICTIONS OR THE PLACEMENT OF SIGNAGE.
2. THE SIGNAGE SHALL BE PLACED IN THE VICINITY OF THE SIGNAGE RESTRICTIONS OR THE PLACEMENT OF SIGNAGE.
3. THE SIGNAGE SHALL BE PLACED IN THE VICINITY OF THE SIGNAGE RESTRICTIONS OR THE PLACEMENT OF SIGNAGE.
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**GENERAL NOTES**

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**NOTICE**

**Beyond This Point you are entering an area where RF Emissions may exceed the FCC General Population Exposure Limits**

Follow all posted signs and site guidelines for working in an RF environment.

REF: FCC 47CFR 1.1307(b) at&t

**NOTICE SIGN**

**at&t**  
INFORMATION SIGN 1.3  
SCALE: 1/4" = 1'-0"

**INFORMATION SIGN 1.1**  
ACTIVE INTERFERENCE IS INDICATED ON THE OUTSIDE FACE OF THE BUILDING

**INFORMATION SIGN 1.2**  
ON THIS STRUCTURE

**INFORMATION SIGN 1.4**  
STIFF BACK ALUMINUM 1/2" FEET FROM THESE ANTENNAS

**INFORMATION SIGN 1.5**  
CONTACT SITE MOBILITY AT RIVERVIEW, CA 94571. THIS SIGNAGE SHALL BE PLACED IN THE VICINITY OF THE SIGNAGE RESTRICTIONS OR THE PLACEMENT OF SIGNAGE.

**INFORMATION SIGN 1.1**  
CONTRACTOR SHALL INSTALL ALL INFORMATION SIGNAGE IN ACCORDANCE WITH THE SIGNAGE RESTRICTIONS OR THE PLACEMENT OF SIGNAGE.

**INFORMATION SIGN 1.2**  
CONTRACTOR SHALL INSTALL ALL INFORMATION SIGNAGE IN ACCORDANCE WITH THE SIGNAGE RESTRICTIONS OR THE PLACEMENT OF SIGNAGE.

**INFORMATION SIGN 1.4**  
CONTRACTOR SHALL INSTALL ALL INFORMATION SIGNAGE IN ACCORDANCE WITH THE SIGNAGE RESTRICTIONS OR THE PLACEMENT OF SIGNAGE.

**INFORMATION SIGN 1.5**  
CONTRACTOR SHALL INSTALL ALL INFORMATION SIGNAGE IN ACCORDANCE WITH THE SIGNAGE RESTRICTIONS OR THE PLACEMENT OF SIGNAGE.

**CAUTION**

**Beyond This Point you are entering a controlled area where RF Emissions may exceed the FCC Controlled Exposure Limits**

Obey all posted signs and site guidelines for working in an RF environment.

REF: FCC 47CFR 1.1307(b) at&t

**WARNING**

**Beyond This Point you are entering a controlled area where RF Emissions exceed the FCC Controlled Exposure limits**

Failure to obey all posted signs and site guidelines could result in serious injury.

REF: FCC 47CFR 1.1307(b) at&t

**CAUTION AND WARNING SIGN**

**at&t**  
This Site Operated by  
**AT&T MOBILITY**  
5001 EXECUTIVE PARKWAY  
SAN RAMON, CA 94583  
IN CASE OF FIRE AND THE NEED FOR SHUTDOWN TO DEACTIVATE ANTENNAS CALL THE  
FOR 24 Hour Emergency Contact and Access Please Call:  
(800)852-4662

Reference Sign:

Site Address:

**FEDERAL COMMUNICATIONS COMMUNICATIONS**  
Tower Registration Number  
**1 2 3 4 5 6 7**

Please in accordance with Federal Communications Commission rules for tower registration (47CFR 17.40)

**Property of AT&T Authorized Personnel Only**

No Trespassing  
Violation will be Prosecuted

In case of emergency, or prior to performing maintenance on this site, call and reference cell site number

**Property of AT&T Authorized Personnel Only**

In case of emergency, or prior to performing maintenance on this site, call and reference cell site number

**SHED / CABINET DOORS SIGNAGE**

**NO TRESPASSING**

**AUTHORIZED PERSONNEL ONLY**

**DOOR / EQUIPMENT SIGN**

**ACID**

**NFPA HAZARD SIGN**

**MIT2**  
TELECOM LIP

305 EAST HANCOCK ST. SUITE 202  
ST. LOUIS, MO 63102  
PHONE (314) 351-7000  
FAX (314) 351-7001

**at&t**

5015 RIVER ISLANDS  
SAN RAMON, CA 94583

RIVER ISLANDS  
CVL01568  
300 TERWART ROAD  
WATER LAIR TEX  
LAIRFAIR, CA 95330

STAFF



UNIVERSITY MICROFILMS  
SERIALS ACQUISITION  
300 NORTH ZEEB ROAD  
ANN ARBOR, MI 48106-1500  
TEL: (313) 761-8701  
FAX: (313) 761-8717

NAME: MIT  
ADDRESS: 305 EAST HANCOCK ST.  
CITY: ST. LOUIS, MO 63102  
PHONE: (314) 351-7000  
FAX: (314) 351-7001

SHEET TITLE  
**BATTERY SPECS**

SHEET NUMBER  
**T-3**

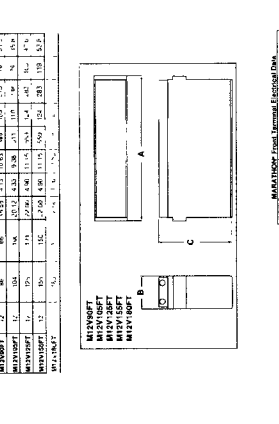
DWG. NO. 000-1445

**MARATHON**

**MARATHON® Flood-Tolerant Specifications**

**Capacity Table**

Model Number	Voltage	Capacity (25°C, 50% RH)							
		A	B	C	D	E	F	G	H
M1250T1	12	95	105	115	125	135	145	155	165
M1500T1	15	115	125	135	145	155	165	175	185
M1800T1	18	135	145	155	165	175	185	195	205
M2100T1	21	155	165	175	185	195	205	215	225



**Point to Point Charging**

Each cell in a battery is connected to the positive terminal of the next cell in the series. This configuration allows for point-to-point charging, which is more efficient than charging the entire battery bank.

**MARATHON**

**From the World Leader in VRLA Batteries**

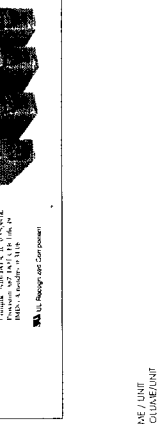
Marathon's VRLA batteries are the most advanced in the industry. They are designed for long life, high performance, and safety. They are used in a wide range of applications, including telecommunications, data centers, and industrial power systems.

**High Performance MARATHON® Features**

- Long Life: Up to 20 years of service life.
- High Performance: High efficiency and low self-discharge.
- Safety: Non-flammable electrolyte and sealed design.
- Reliability: Proven performance in harsh environments.
- Maintenance-Free: No need for watering or venting.
- Compact Design: Space-saving design for tight quarters.
- Wide Temperature Range: Operates from -20°C to 50°C.
- High Capacity: Available in capacities from 5Ah to 200Ah.

**Applications**

- Telecommunications: Powering PBX systems, modems, and other communication equipment.
- Data Centers: Providing backup power for servers and network equipment.
- Industrial Power: Powering emergency lighting, security systems, and other critical loads.
- Medical Equipment: Powering life support systems and other critical medical equipment.
- Transportation: Powering marine electronics, aircraft auxiliary power units, and other transportation equipment.



Page 1 of 2

**EXIDE**

**EXIDE INDUSTRIAL POWER**

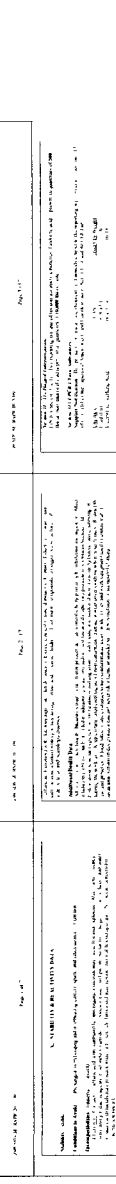
EXIDE BATTERY DIVISION  
100 EAST WASHINGTON ST., SUITE 200  
ANN ARBOR, MI 48106-1500  
TEL: (313) 761-8701  
FAX: (313) 761-8717

**MARATHON**

**MARATHON® Flood-Tolerant Specifications**

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**MARATHON**

**From the World Leader in VRLA Batteries**

Marathon's VRLA batteries are the most advanced in the industry. They are designed for long life, high performance, and safety. They are used in a wide range of applications, including telecommunications, data centers, and industrial power systems.

**High Performance MARATHON® Features**

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Page 2 of 2

**EXIDE**

**EXIDE INDUSTRIAL POWER**

EXIDE BATTERY DIVISION  
100 EAST WASHINGTON ST., SUITE 200  
ANN ARBOR, MI 48106-1500  
TEL: (313) 761-8701  
FAX: (313) 761-8717

**MARATHON**

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Page 1 of 2

**BATTERY INFORMATION**

TOTAL ACID WEIGHT (LBS)	29.95	TOTAL ELECTROLYTE WEIGHT (VOL)	36.04 GAL	TOTAL LITHIUM ACID BY VOL. (%)	11.9
TOTAL ACID WEIGHT (LBS)	41.99	TOTAL ELECTROLYTE WEIGHT (VOL)	36.04 GAL	TOTAL LITHIUM ACID BY VOL. (%)	11.9

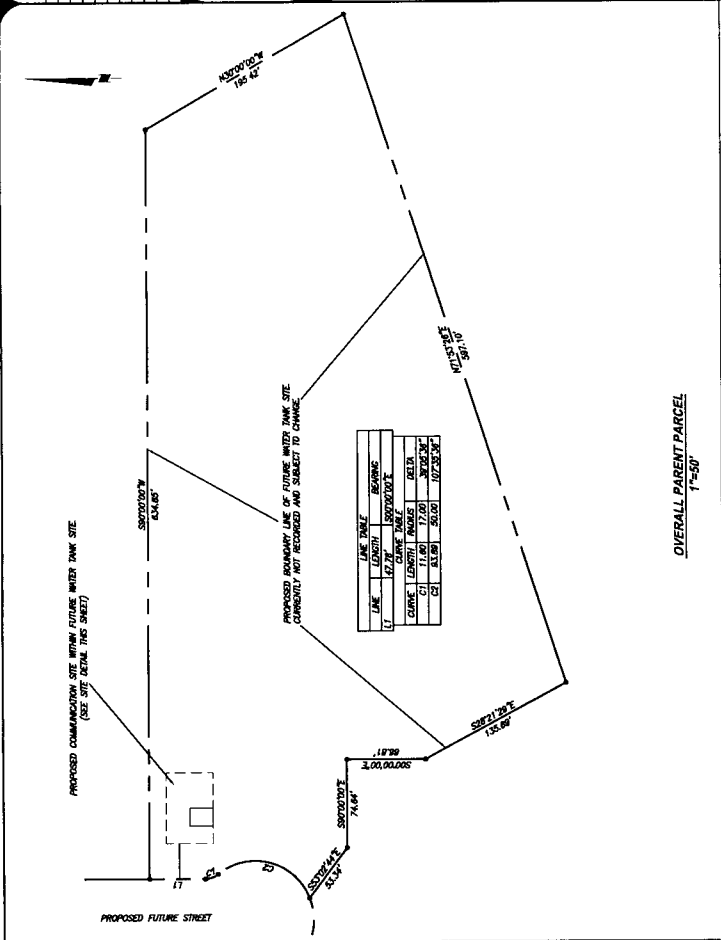
DATE	DESCRIPTION	REV.

TIMOTHY SCHAD, L.S.  
 10889 ROUND VALLEY RD.  
 GRASS VALLEY, CA 95949  
 PHONE: (930) 871-7477  
 TMS@TITALPOINT.COM

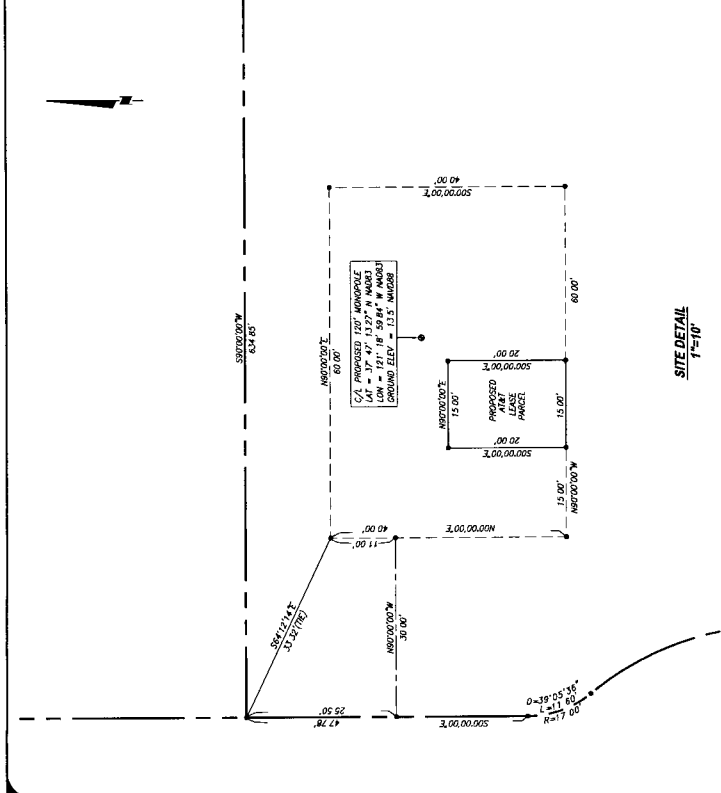


CVL01568  
 "RIVER ISLANDS"  
 "J7 STREET" (PROPOSED)  
 LATHROP, CA. 95330  
 APN: PENDING  
 SAN JOAQUIN COUNTY

SHEET TITLE:  
 SITE SURVEY  
 LS-1



OVERALL PARENT PARCEL  
 1"=50'



SITE DETAIL  
 1"=10'

- LEGEND**
- PROPERTY LINE
  - FLOW LINE
  - TELEPHONE LINE
  - ELECTRIC LINE
  - ELECTRIC AND TELEPHONE LINES
  - FENCE
  - ADJACENT
  - TOP OF CURB
  - BOTTOM FACE OF CURB
  - TOP OF WALK
  - BOTTOM OF WALK
  - GROUND WELL
  - CONCRETE

**GEODETIC LOCATION**

DATE OF SURVEY: OCTOBER 17, 2017  
 SITE NUMBER: CYL1568/RIVER ISLANDS  
 TYPE: BOUNDARY  
 JOB ADDRESS: LATHROP, CA 95330

LATHROP SOILS REPORT CERTIFY THE GEODETIC COORDINATES AT THE CENTERLINE OF THE PROPOSED MONOPOLE TO BE:

LATITUDE: 37° 47' 12.77" NORTH (NAD83) (79.917071)  
 LONGITUDE: 121° 18' 59.81" WEST (NAD83) (171.316671)  
 GROUND ELEVATION: 135.5' (NAD83) (13.5 G.L.)  
 TOP MONOPOLE ELEVATION (PROPOSED): 135.5' (NAD83) (13.5 G.L.)

THE ACCURACY STANDARDS FOR THIS CERTIFICATION ARE AS FOLLOWS:

GEODETIC COORDINATES: ± 0.0001 FEET (MM) (1")  
 ELEVATIONS: ± THREE (3) FEET (MM) (3")

**SURVEY NOTES**

- ALL LATITUDES AND LONGITUDES ARE NAD 83. ALL ELEVATIONS ARE MGD IN FEET (NOTED OTHERWISE)
- ALL BOUNDARY INFORMATION SHOWN HEREON HAS BEEN COMPILED FROM RECORD DATA. THIS IS NOT A BOUNDARY SURVEY.
- DATE OF FIELD SURVEY: DECEMBER 17, 2017
- NO PRELIMINARY TITLE REPORT HAS BEEN PROVIDED. PROPOSED AT&T LEASE LIES WITHIN A FUTURE PARCEL WHICH HAS NOT BEEN COMPLETED AS OF THE TIME OF THIS SURVEY. ALL INFORMATION SHOWN HEREON IS SUBJECT TO CHANGE.

ANY EASEMENTS OR OTHER TITLE RELATED ISSUES WHICH ARE PART OF THE TITLE RESPONSIBILITY OR LIABILITY FOR BOUNDARY OR TITLE ITEMS ADDRESSED HEREON THIS IS NOT A BOUNDARY SURVEY.

**LEGAL DESCRIPTION**

**PARENT PARCEL**  
 PRORATED APPROVAL

**LEASE AREA**  
 PRORATED APPROVAL

COORDINATE WITH THE RIGHTS OF ADDRESS AND EGRESS RIGHTS WITH THE PROPOSED CONCRETE NECESSARY FOR THE OPERATION OF THE FACILITY TO BE INSTALLED WITHIN THE PROPOSED DESCRIBED LEASE AREA.



5011 EXECUTIVE PARKWAY  
SAN RAMON, CA 94583

RIVER ISLANDS  
CVL01568  
950 STEWART ROAD  
(WATER TANK SITE)  
LATHROP, CA 95330

STAMP

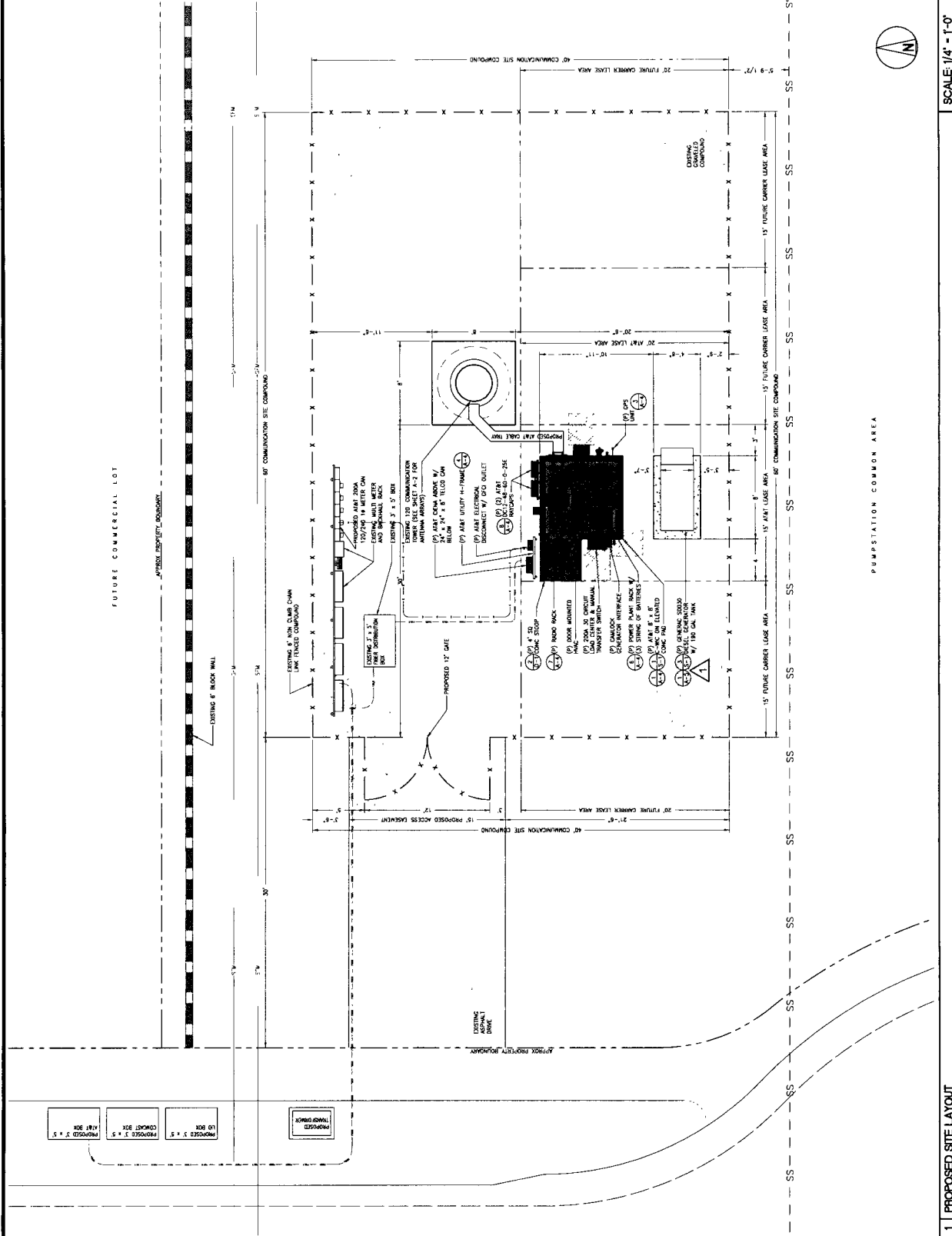


DRAWN BY	SMUR
CHECKED BY	GI
NO. DATE	ISSUE
A	11.15.18 50% CDA
B	12.20.18 50% CDA GEN & W/C REV
C	12.21.18 100% CDA GEN & W/C REV
1	03.12.19 100% CDA P.N. CHK COMM
2	04.09.19 100% CDA P.N. CHK PING
3	08.25.19 100% CDA GEN BOTTL REV

SHEET TITLE  
**PROPOSED SITE LAYOUT**

SHEET NUMBER  
**A-1**

JOB # NO



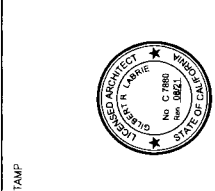
SCALE 1/4" = 1'-0"

1 PROPOSED SITE LAYOUT

**MT2 TELECOM LP**  
 1015-B AIRPORT ROAD  
 P.O. BOX 458  
 RIVER ISLAND, CA 95475  
 FAX (707) 374-8184

**at&t**  
 500 EXECUTIVE PARKWAY  
 SAN RAMON, CALIFORNIA

RIVER ISLANDS  
 CVL01568  
 950 STEWART ROAD  
 (WATER TANK SITE)  
 LATHROP, CA 95530



DRAWN BY: SMUR

CHECKED BY: CL

NO. DATE ISSUE

A 11.15.18 90% CD

B 12.20.18 100% CD, GEN & W/C REV

C 12.21.18 100% CD, GEN & W/C REV

1 03.12.19 100% CD, PLAN, CONC, COMM

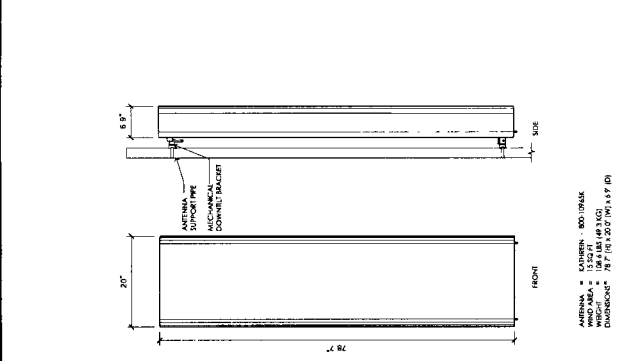
2 04.02.19 100% CD, PLAN, CONC, PHIC

3 09.22.19 100% CD, GEN, BENTL, REV

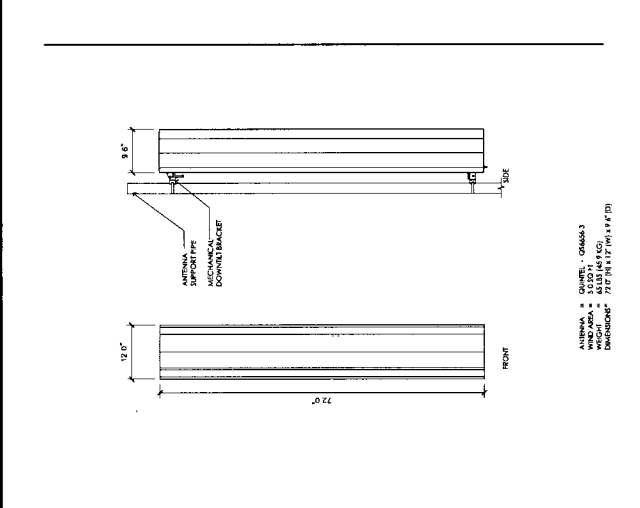
SHEET TITLE  
**PROPOSED AT-T  
 ANTENNA LAYOUTS**

SHEET NUMBER  
**A-2**

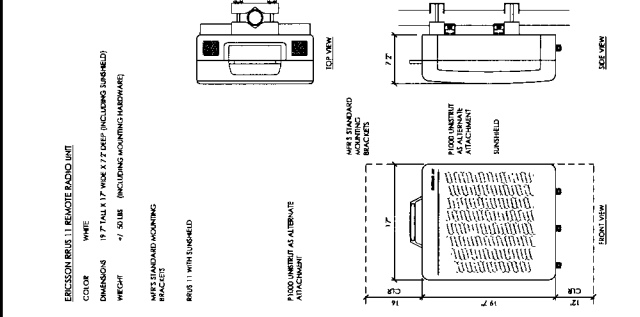
JOB # NO



ANTENNA = GARDEN - 800-108K  
 WIND AREA = 155271 (A) S (C)  
 DIMENSIONS = 78" (61.202" W) x 4" (P)



ANTENNA = QUARTZ - 066633  
 WIND AREA = 332071 (A) S (C)  
 DIMENSIONS = 72" (58.117" W) x 4" (P)



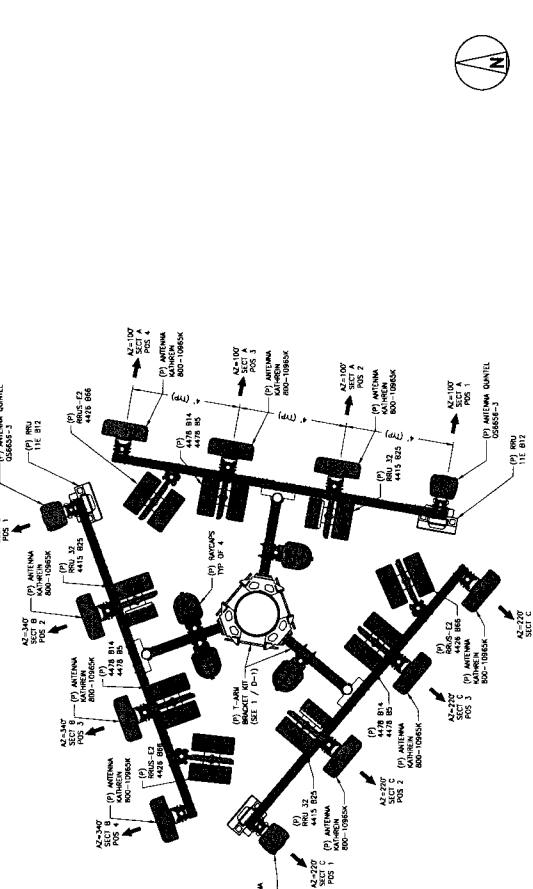
ERICSSON BRUS 4415 55Z REMOTE RADIO UNIT  
 COLOR: WHITE  
 DIMENSIONS: 19" TALL X 17" WIDE X 7.75" DEEP (INCLUDING SHIELD)  
 WEIGHT: +/- 50 LBS (INCLUDING MOUNTING HARDWARE)

SCALE: 3/4" = 1'-0"

SCALE: 3/4" = 1'-0"

SCALE: 1 1/2" = 1'-0"

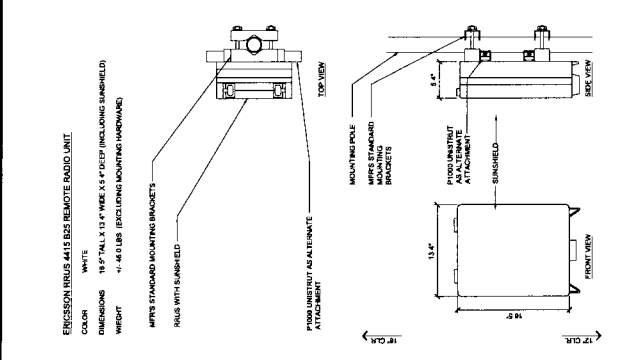
SCALE: 3/4" = 1'-0"



SCALE: 1/2" = 1'-0"

SCALE: 3/4" = 1'-0"

SCALE: 3/4" = 1'-0"



ERICSSON BRUS 4415 55Z REMOTE RADIO UNIT  
 COLOR: WHITE  
 DIMENSIONS: 19" TALL X 17" WIDE X 7.75" DEEP (INCLUDING SHIELD)  
 WEIGHT: +/- 50 LBS (INCLUDING MOUNTING HARDWARE)

SCALE: 3/4" = 1'-0"

SCALE: 1 1/2" = 1'-0"

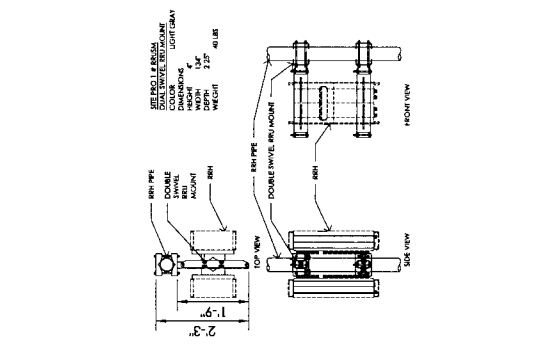
SCALE: 3/4" = 1'-0"



RRU 11 (RRUS 12 SIM)  
 COLOR: WHITE  
 DIMENSIONS: 19" TALL X 17" WIDE X 7.75" DEEP (INCLUDING SHIELD)  
 WEIGHT: +/- 50 LBS (INCLUDING MOUNTING HARDWARE)

SCALE: 3/4" = 1'-0"

SCALE: 3/4" = 1'-0"



DOUBLE SIDED RRU MOUNT  
 COLOR: WHITE  
 DIMENSIONS: 19" TALL X 17" WIDE X 7.75" DEEP (INCLUDING SHIELD)  
 WEIGHT: +/- 50 LBS (INCLUDING MOUNTING HARDWARE)

SCALE: 3/4" = 1'-0"

SCALE: 3/4" = 1'-0"

**MT2**  
TELECOM, LP  
10115 S. HARRIS AVENUE  
P.O. BOX 458  
R.D. WEST, CA 94527  
FAX: (925) 746-6194



**RIVER ISLANDS**  
CVL01568  
950 STEWART ROAD  
(WATER TANK SITE)  
LATHROP, CA 95330



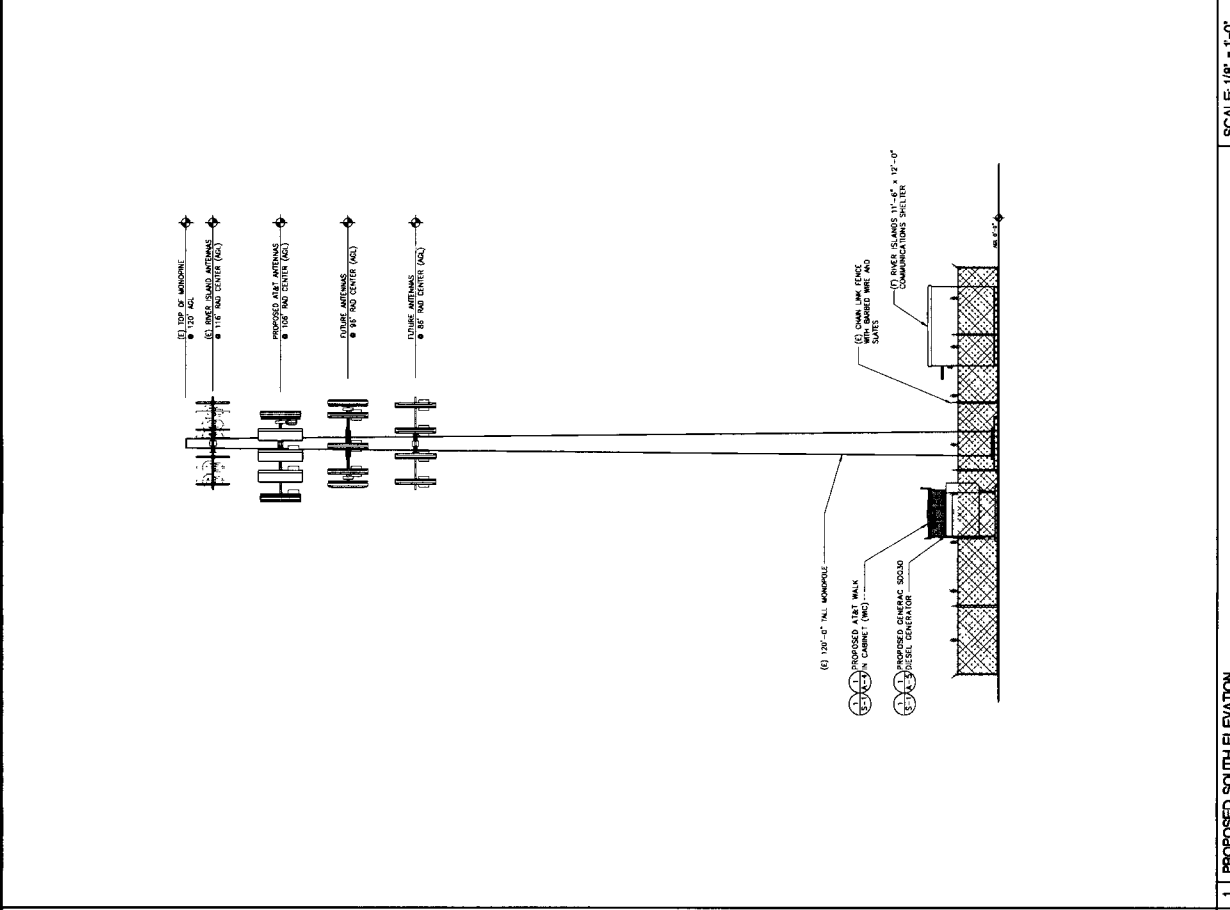
STAMP

DRAWN BY	SMUR	
CHECKED BY	CL	
NO.	DATE	ISSUE
A	11.15.18	SIX CD.
B	12.20.18	SIX CD. GEN. & WC REV.
D	12.21.18	100% CD. GEN. & WC REV.
1	03.12.19	100% CD. FIN. SH. COMM.
2	04.09.19	100% CD. FIN. SH. PING.
3	08.25.19	100% CD. GEN. BUILT. REV.

SHEET TITLE  
**ELEVATIONS**

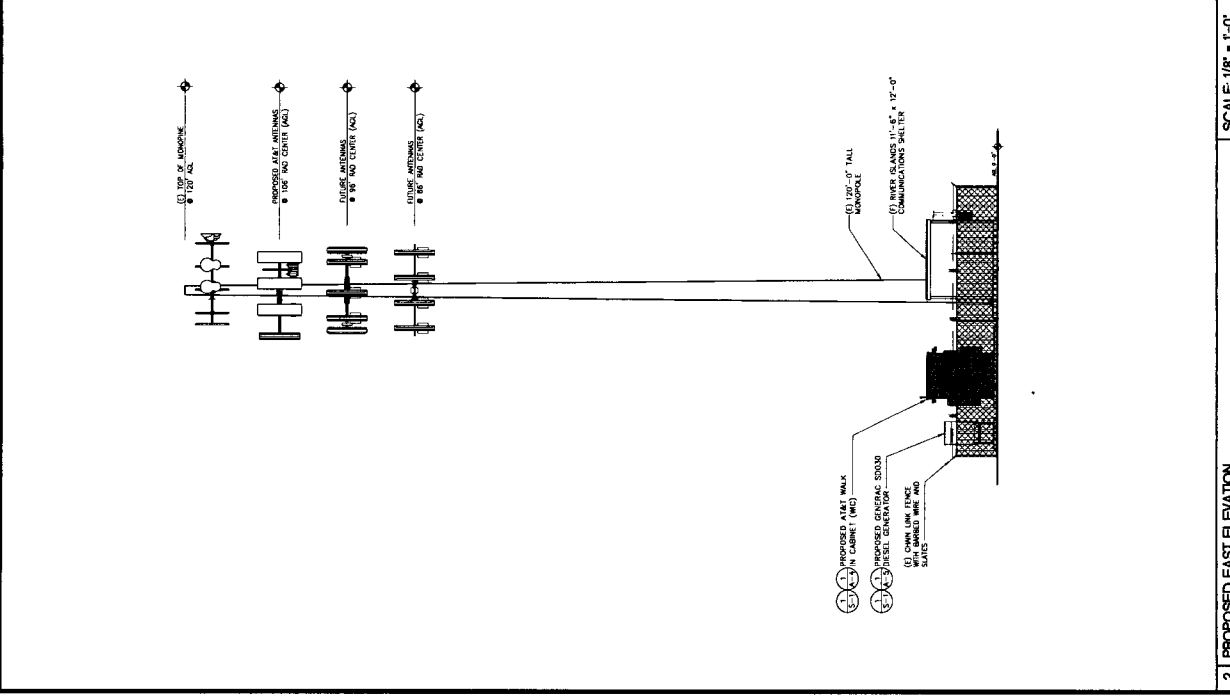
SHEET NUMBER  
**A-3**

JOB # NO



SCALE: 1/8" = 1'-0"

1 | PROPOSED SOUTH ELEVATION



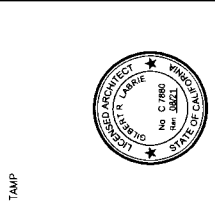
SCALE: 1/8" = 1'-0"

2 | PROPOSED EAST ELEVATION

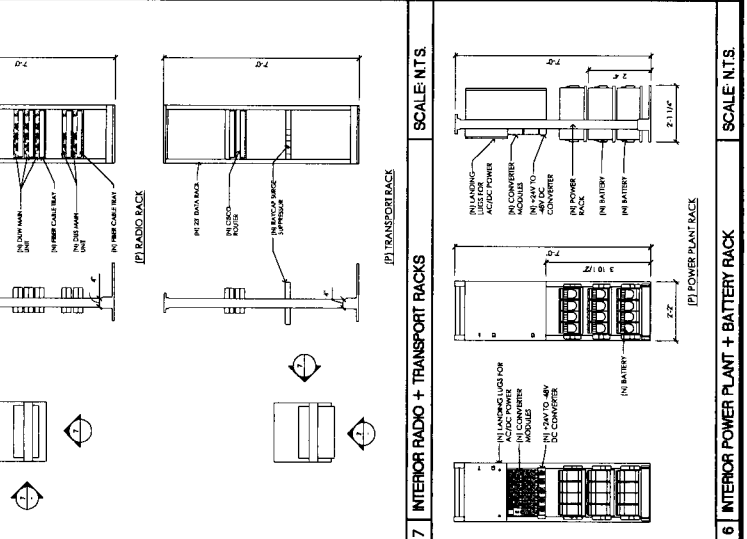
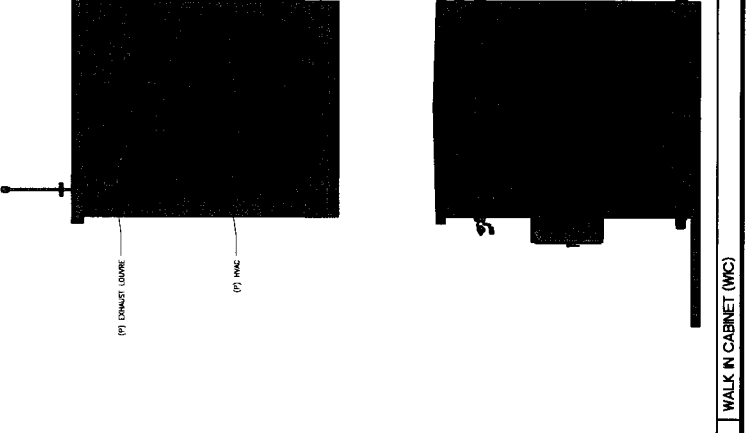
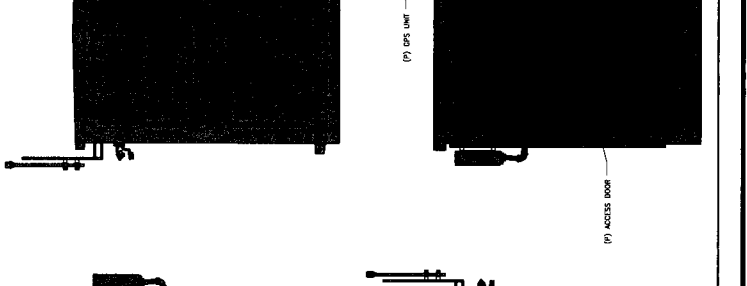
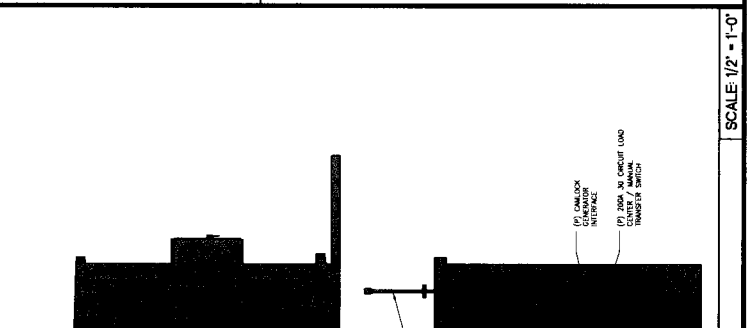
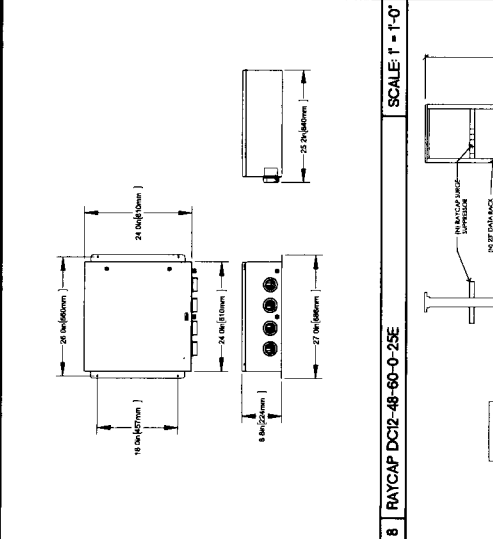
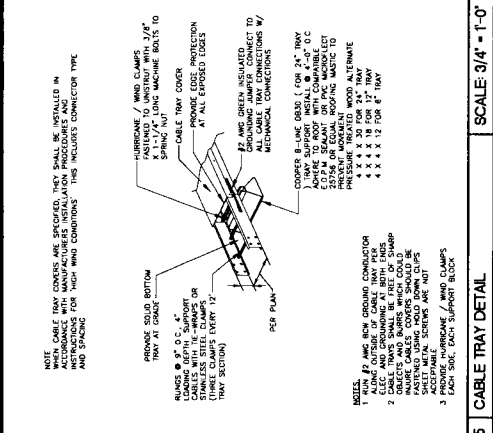
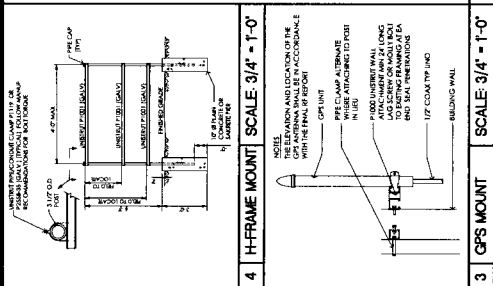
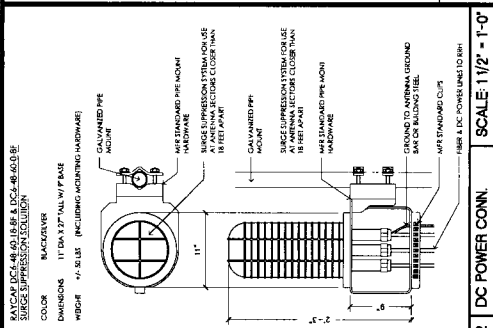
**MT2 TELECOM LP**  
 1019 S. RIVER ST.  
 RIVERVIEW, CA 94571  
 PHONE (925) 374-5075  
 FAX (925) 374-0134



**RIVER ISLANDS**  
**CVL01568**  
 950 STEWART ROAD  
 (WATER TANK SITE)  
 LATHROP, CA 95330



DRAWN BY: SMUR  
 CHECKED BY: DL  
 NO. DATE: 655UC  
 A 11/15/18 50K 024  
 B 11/20/18 50K 024 GEN. & W/C REV.  
 C 12/21/18 100K 024 GEN. & W/C REV.  
 D 03/17/19 100K 024 P.N. CHK COMM.  
 E 04/08/19 100K 024 P.N. CHK PING.  
 F 09/25/19 100K 024 GEN. REV.  
 SHEET TITLE: WIC ELEVATIONS + DETAILS  
 SHEET NUMBER: A-4  
 JOB # WD







1001 BAYVIEW CAYMAN  
SAN RAMON, CA 94683

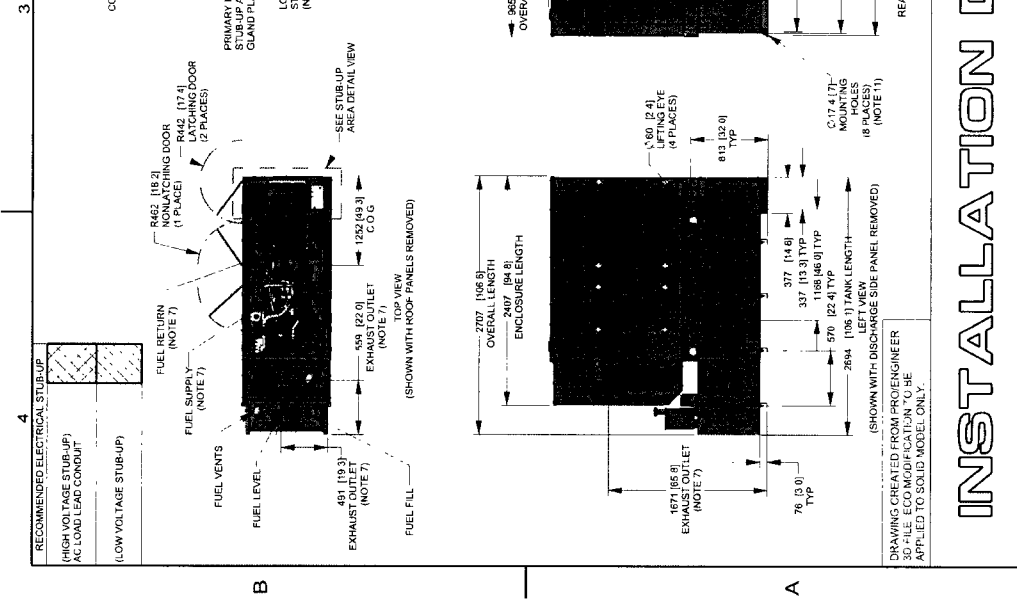
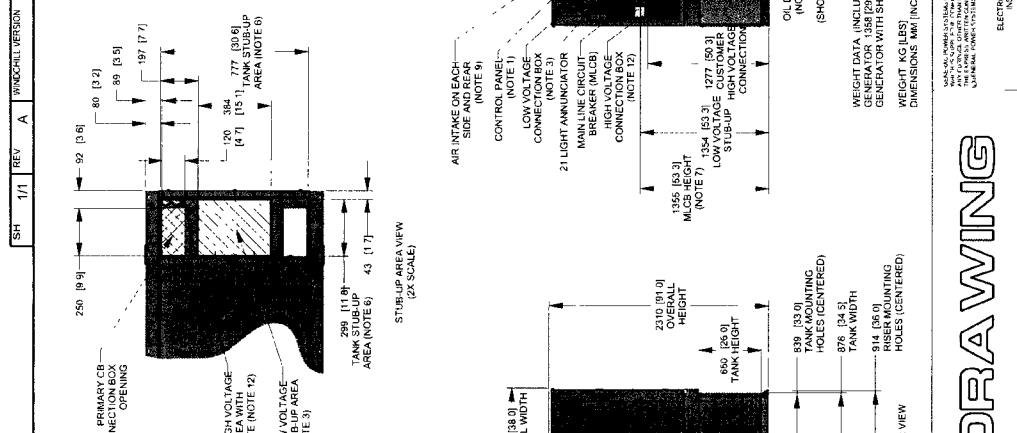
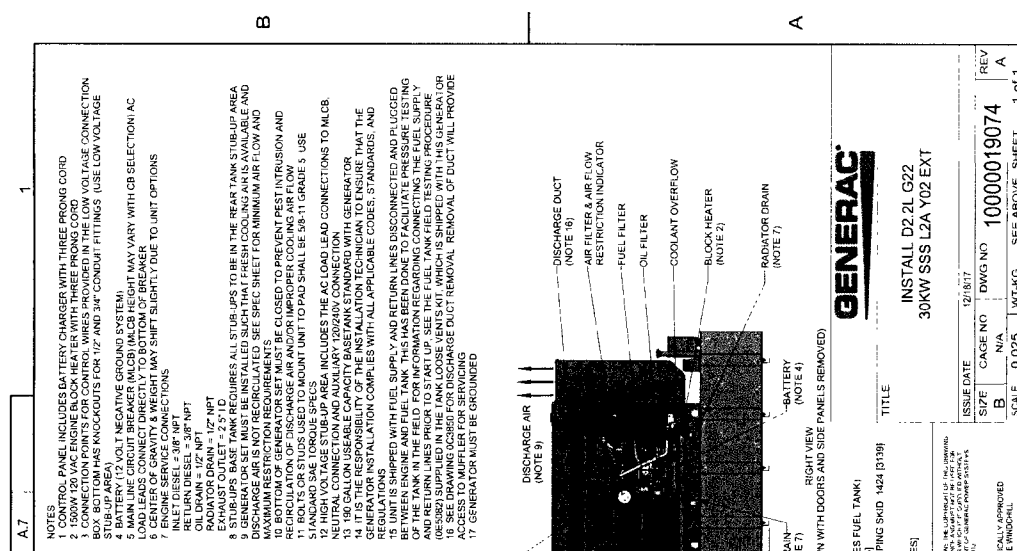
RIVER ISLANDS  
CVL01568  
9 GAL BASETANK  
15-TYP

15-TYP

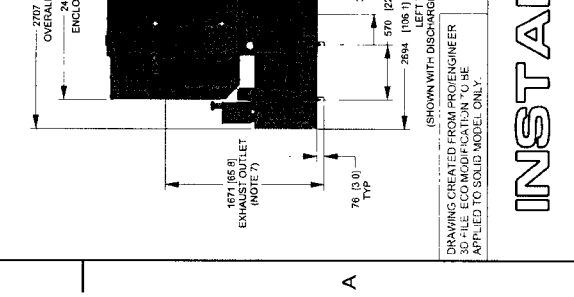
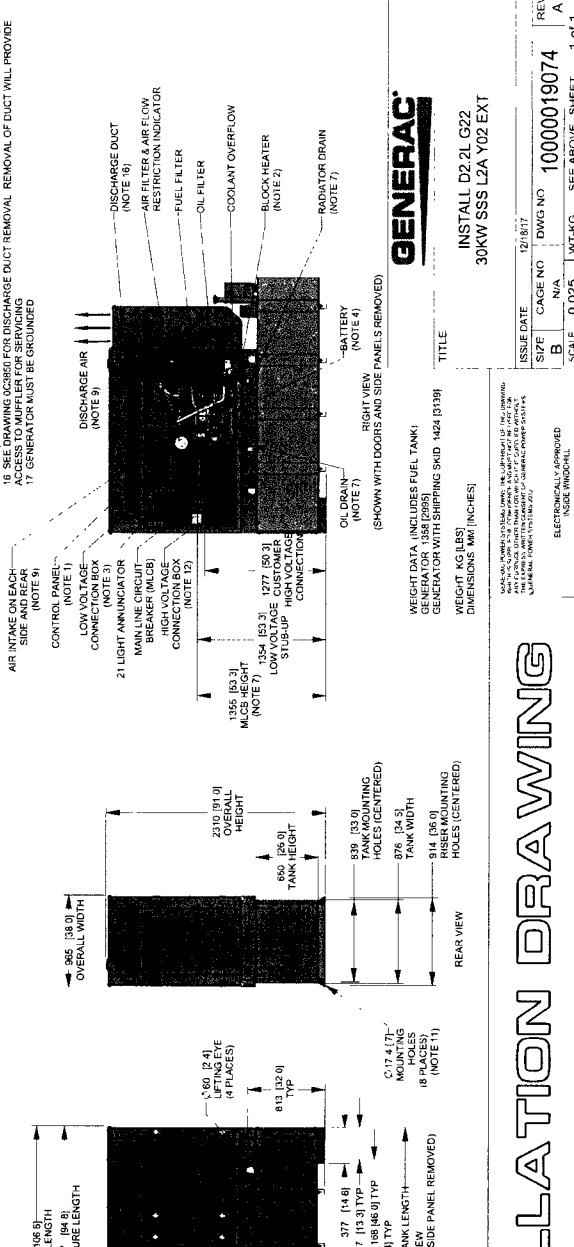
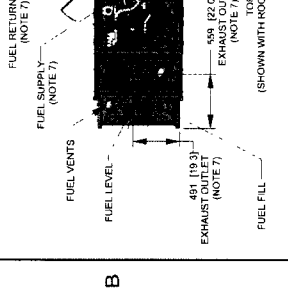
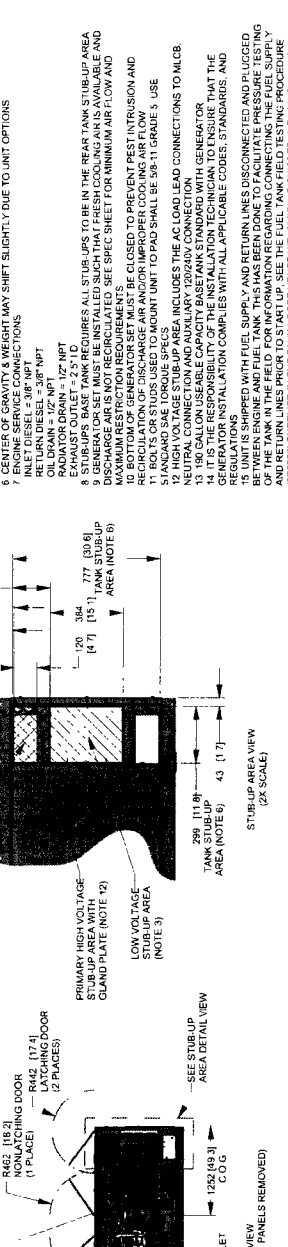


REV	DATE	DESCRIPTION
1	11/15/18	INITIAL ISSUE
2	02/13/19	REVISED TO INCLUDE 15-TYP
3	03/12/19	REVISED TO ADD 15-TYP
4	04/04/19	REVISED TO ADD 15-TYP
5	05/11/19	REVISED TO ADD 15-TYP

TITLE	GENERATOR SPECS
REV	A
DWG NO	1000019074
SCALE	1:1
DATE	12/08/17
ISSUE	10/08/17



- NOTES**
- 1 CONTROL PANEL INCLUDES BATTERY CHARGER WITH THREE PRONG COORD
  - 2 1500W 120VAC ENGINE BLOCK HEATER WITH THREE PRONG COORD
  - 3 BOX BOTTOM HAS KNOCK-OUTS FOR 1/2" AND 3/4" CONDUIT FITTINGS (USE LOW VOLTAGE STUB-UP AREA)
  - 4 MAIN LINE CIRCUIT BREAKER (MLCB) HEIGHT MAY VARY WITH CB SELECTION/AC LOAD LEADS CONNECT DIRECTLY TO BOTTOM OF BREAKER
  - 5 CENTER OF GRAVITY AND WEIGHT MAY SHIFT SLIGHTLY DUE TO UNIT OPTIONS
  - 6 INLET DIESEL = 3/8" NPT
  - 7 RETURN DIESEL = 3/8" NPT
  - 8 EXHAUST OUTLET = 2 1/2" ID
  - 9 STUB-UPS BASE TANK REQUIRES ALL STUB-UPS TO BE IN THE REAR TANK STUB-UP AREA
  - 10 DISCHARGE AIR IS NOT REGULATED. SEE SPEC SHEET FOR MINIMUM AIR FLOW AND MAXIMUM RESTRICTION REQUIREMENTS
  - 11 BOTTOM OF GENERATOR SET MUST BE CLOSED TO PREVENT PEST INTRUSION AND
  - 12 11 BOLTS OR STUDS USED TO MOUNT UNIT TO PAD SHALL BE 5/8"-11 GRADE 5 USE STANDARD SAE TORQUE SPECS
  - 13 THIS UNIT IS DESIGNED TO OPERATE AT SEA LEVEL. IT DOES NOT INCLUDE CONNECTIONS FOR NEUTRAL CONNECTION AND ABAIR (200VAC) CONNECTION
  - 14 14 IT IS THE RESPONSIBILITY OF THE INSTALLATION TECHNICIAN TO ENSURE THAT THE INSTALLATION COMPLIES WITH ALL APPLICABLE CODES, STANDARDS, AND REGULATIONS
  - 15 UNIT IS SHIPPED WITH FUEL SUPPLY AND RETURN LINES DISCONNECTED AND PLUGGED BETWEEN ENGINE AND FUEL TANK. THIS HAS BEEN DONE TO FACILITATE PRESSURE TESTING AND RETURN LINES PRIOR TO START-UP. SEE THE FUEL TANK FIELD TESTING PROCEDURE (065822) SUPPLIED IN THE TANK LOOSE VENTS KIT, WHICH IS SHIPPED WITH THIS GENERATOR
  - 16 ACCESS TO THE UNIT IS PROVIDED BY THE REMOVAL OF THE DISCHARGE DUCT REMOVAL ACCESS TO MUFFLER FOR SERVICE
  - 17 GENERATOR MUST BE GROUNDING



**GENERAC**  
INSTALL D2 2L G22  
30KW SSS L2A Y02 EXT

WEIGHT DATA (INCLUDES FUEL TANK)  
GENERATOR (355) (2895)  
GENERATOR WITH SHIPPING SKID 1424 (3199)

WEIGHT KG (LBS)  
DIMENSIONS MM (INCHES)

SCALE 1:1

ISSUE DATE 12/08/17

REV A

DWG NO 1000019074

REV A

SEE ABOVE SHEET 1 of 1

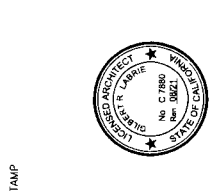
**INSTALLATION DRAWING**

\*OPTIONAL 190 GAL BASETANK  
(HEIGHT OF UNIT SHALL INCREASE BY  
11" WITH SAME WIDTH AND LENGTH)

**MT2**  
TELECOM, LP  
1012 S. AIRBERRY ROAD  
P.O. BOX 100  
RIO VISTA, CA 94571  
PHONE (707) 374-5075  
FAX (707) 374-0124



5071 EXECUTIVE PARKWAY  
SAN RAMON, CA 94583  
**RIVER ISLANDS**  
CVL01568  
950 STEWART ROAD  
(WATER TANK SITE)  
LATHROP, CA 95330



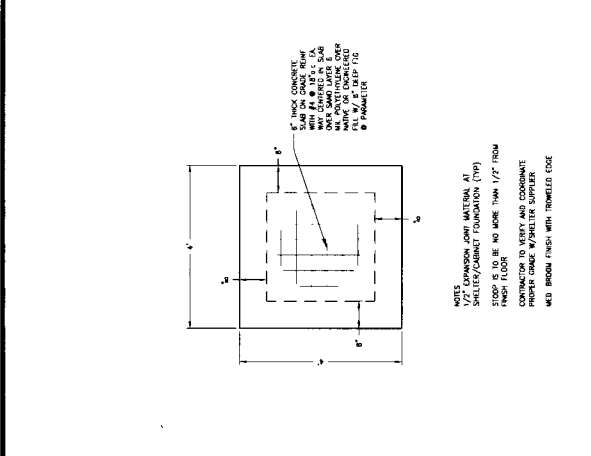
STAMP

DRAWN BY	SMUR
CHECKED BY	OL
NO. DATE	ISSUE
A	11/15/18 90% CD
B	12/20/18 90% CD GEN & WC REV
C	01/21/19 100% CD GEN & WC REV
D	03/12/19 100% CD P.N. CHK COMM
E	04/09/19 100% CD P.N. CHK COMM
F	09/25/19 100% CD GEN CHG REV

SHEET TITLE  
**DETAILS**

SHEET NUMBER  
**D-1**

JOB # W/D

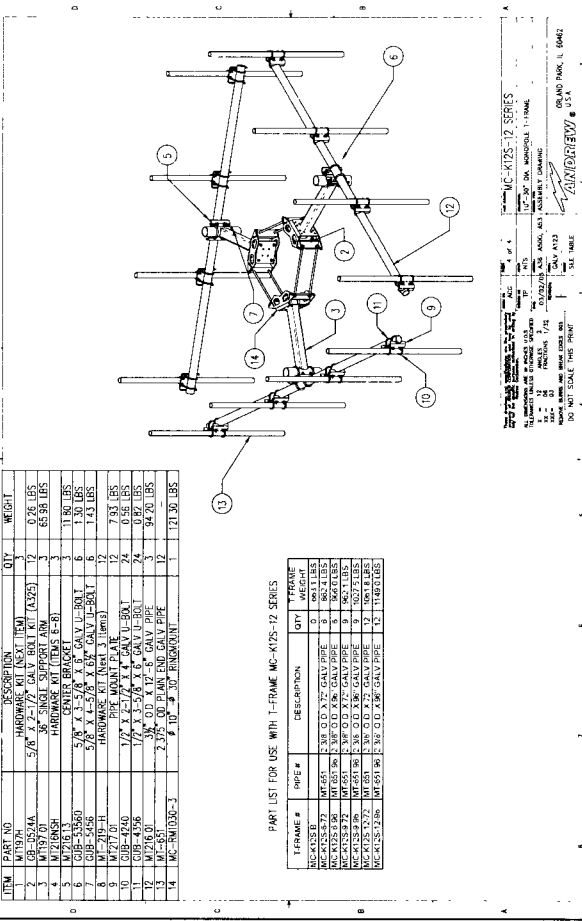


2 | STOOP DETAIL SCALE: 3/4" = 1'-0"

3 | NOT USED

ITEM	PART NO.	DESCRIPTION	QTY	WEIGHT
1	M-7514A	5/8" HARDWARE KIT (ITEM 3)	1	0.76 LBS
2	M-7514A	5/8" SINGLE SUPPORT ARM (AS25)	3	65.99 LBS
3	M-7514A	HARDWARE KIT (ITEMS 2-3)	3	1.80 LBS
4	M-7514A	CENTRAL BRIDGE GALV. U-BOLT	1	1.80 LBS
5	M-7514A	5/8" X 4-5/8" X 6" GALV. U-BOLT	6	1.43 LBS
6	M-7514A	HARDWARE KIT (ITEM 3, ITEM 5)	12	7.92 LBS
7	M-7514A	1/2" PHOS. ANV. GALV. U-BOLT	12	0.52 LBS
8	M-7514A	1/2" X 5-5/8" X 6" GALV. U-BOLT	24	0.87 LBS
9	M-7514A	3/4" OD X 1/2" S GALV. PIPE	3	94.20 LBS
10	M-7514A	2 1/2" OD PHOS. ANV. GALV. PIPE	1	121.39 LBS

3 | NOT USED



4 | NOT USED

FRAME #	PIPE #	DESCRIPTION	QTY	WEIGHT
MC-K2S-12	WT-675	3/4" OD X 1/2" GALV. PIPE	3	94.20 LBS
MC-K2S-12	WT-675	2 1/2" OD PHOS. ANV. GALV. PIPE	1	121.39 LBS
MC-K2S-12	WT-675	5/8" SINGLE SUPPORT ARM (AS25)	3	65.99 LBS
MC-K2S-12	WT-675	5/8" X 4-5/8" X 6" GALV. U-BOLT	6	1.43 LBS
MC-K2S-12	WT-675	1/2" PHOS. ANV. GALV. U-BOLT	12	0.52 LBS
MC-K2S-12	WT-675	1/2" X 5-5/8" X 6" GALV. U-BOLT	24	0.87 LBS
MC-K2S-12	WT-675	3/4" OD X 1/2" S GALV. PIPE	3	94.20 LBS
MC-K2S-12	WT-675	2 1/2" OD PHOS. ANV. GALV. PIPE	1	121.39 LBS

PART LIST FOR USE WITH T-FRAME MC-K2S-12 SERIES

SCALE: NTS

11 | COMSCOPE MC-K2S-12-96 T-ARM TOWER KIT OR EQUAL SCALE: NTS

4 | NOT USED

**MT2**  
TELECOM, LP  
1015-B AIRPORT ROAD  
RIVER WEA, CA 94571  
PHONE (925) 374-5075  
FAX (925) 374-0134

**at&t**  
8001 EXECUTIVE PARKWAY  
SANTA MONICA, CA 90405

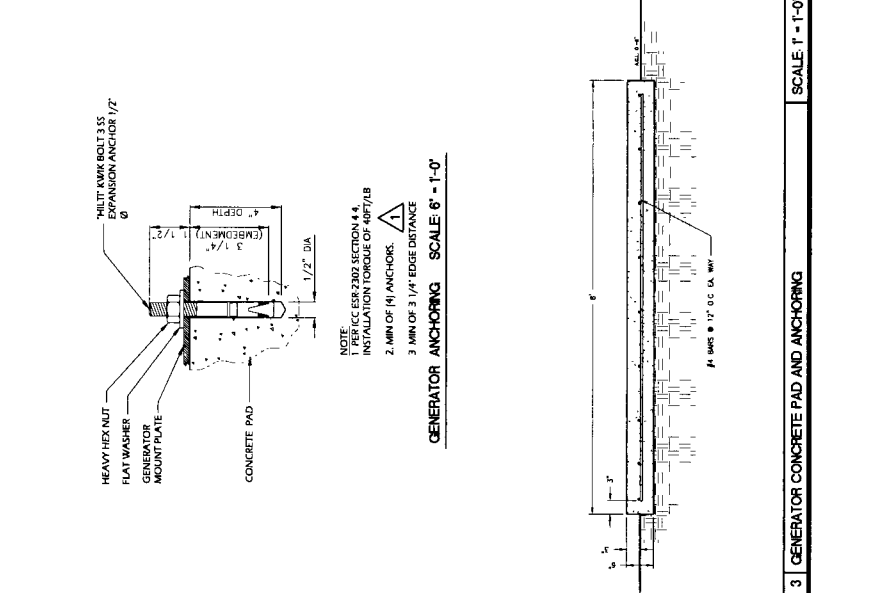
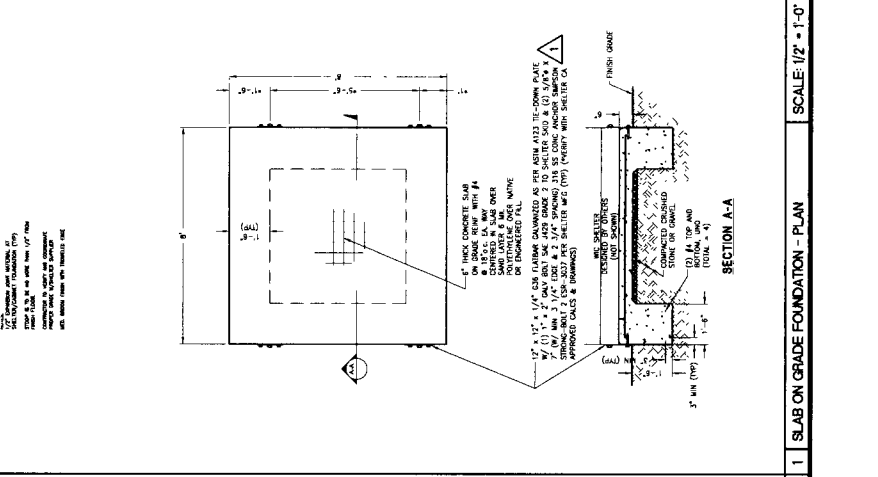
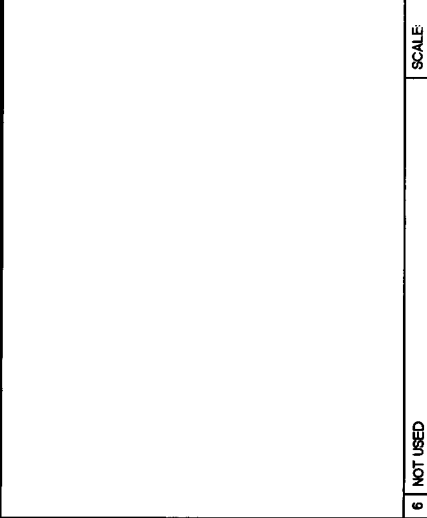
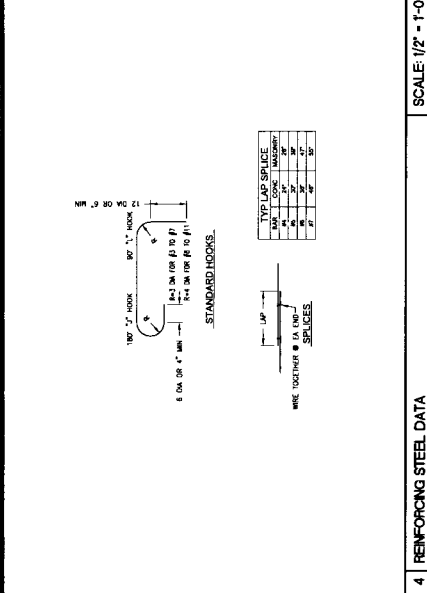
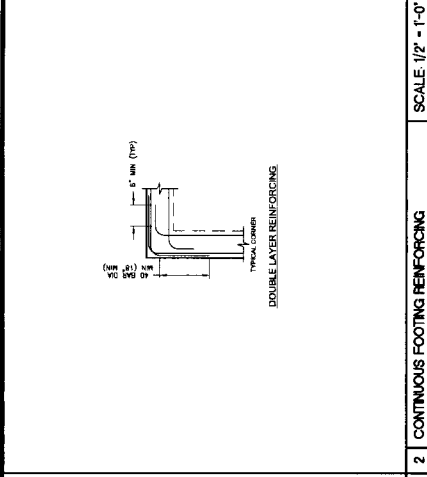
RIVER ISLANDS  
CV101568  
950 STEWART ROAD  
(WATER TANK SITE)  
LAITHROP, CA 95330



DRAWN BY	SMUR
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NO. DATE	ISSUE
1	11.15.18 90% CD
2	12.20.18 90% CD, GEN. & WC REV
3	12.21.18 100% CD, GEN. & WC REV
4	03.12.19 100% CD, PLAN, CIVIL COMM
5	04.09.19 100% CD, PLAN, CIVIL PHIC
6	09.25.19 100% CD, GEN. REVISION

SHEET TITLE  
**STRUCTURAL DETAILS**  
SHEET NUMBER  
**S-1**

JOB # NO



GENERAL NOTES

1. ALL STRUCTURAL STEEL SHALL BE SUPPLIED BY AN APPROVED SUPPLIER TO THE SATISFACTION OF THE CALIFORNIA BUILDING CODE OR THE AMERICAN INSTITUTE OF STEEL CONSTRUCTION INC. (AISC) 15TH EDITION. ALL STEEL SHALL BE A36 UNLESS OTHERWISE SPECIFIED.
2. ALL STRUCTURAL STEEL SHALL BE FABRICATED TO THE AMERICAN INSTITUTE OF STEEL CONSTRUCTION INC. (AISC) 15TH EDITION.
3. ALL WELDS SHALL BE FABRICATED TO THE AMERICAN WELDED INSTITUTE (AWI) D1.1 WELDING QUALIFICATION REQUIREMENTS.
4. ALL WELDS SHALL BE FILLED WITH E70T-1 MIG WELD METAL.
5. ALL WELDS SHALL BE WELDED TO THE AMERICAN WELDED INSTITUTE (AWI) D1.1 WELDING QUALIFICATION REQUIREMENTS.
6. ALL WELDS SHALL BE WELDED TO THE AMERICAN WELDED INSTITUTE (AWI) D1.1 WELDING QUALIFICATION REQUIREMENTS.
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REINFORCED CONCRETE NOTES

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2. ALL CONCRETE SHALL BE FRESH CONCRETE.
3. ALL CONCRETE SHALL BE CAST TO THE AMERICAN INSTITUTE OF STEEL CONSTRUCTION INC. (AISC) 15TH EDITION.
4. ALL CONCRETE SHALL BE CURED TO THE AMERICAN INSTITUTE OF STEEL CONSTRUCTION INC. (AISC) 15TH EDITION.
5. ALL CONCRETE SHALL BE TESTED TO THE AMERICAN INSTITUTE OF STEEL CONSTRUCTION INC. (AISC) 15TH EDITION.
6. ALL CONCRETE SHALL BE WELDED TO THE AMERICAN WELDED INSTITUTE (AWI) D1.1 WELDING QUALIFICATION REQUIREMENTS.
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JOB # NO



1015-S AIRPORT ROAD  
RIO VISTA, CA 94571  
PHONE (707) 374-5075  
FAX (707) 374-6194

5001 EXCLUSIVE PARKWAY  
SAN RAMON, CA 94583

RIVER ISLANDS  
CVL01568  
950 STEWART ROAD  
(WALTER TANK SITE)  
LAITHROP, CA 95330



DRAWN BY	SMUR	
CHECKED BY	DL	
NO. DATE	ISSUE	
A	11-15-18	REV 02A
B	12-20-18	REV 03A GEN & W.C. REV
C	01-21-19	REV 03A GEN & W.C. REV
D	03-12-19	REV 03A GEN & W.C. REV
E	04-09-19	REV 03A GEN & W.C. REV
F	09-25-19	REV 03A GEN & W.C. REV

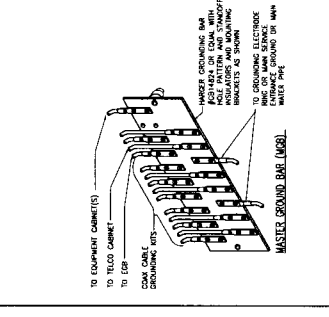
GROUNDING SITE PLAN  
+ DETAILS

SHEET NUMBER: G-1

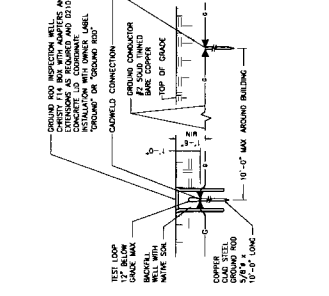
JOB # W0

SYMBOL	DESCRIPTION
(Symbol)	1/2" DIA. BARS
(Symbol)	3/8" DIA. BARS
(Symbol)	EXOTHERMIC WELD (DOMINANT/PERMANENT)
(Symbol)	SECONDARY OVERHEAD
(Symbol)	6" DIA. BARS
(Symbol)	WELDED CONNECTION
(Symbol)	METALLICAL CONNECTION
(Symbol)	INSPECTION WELL

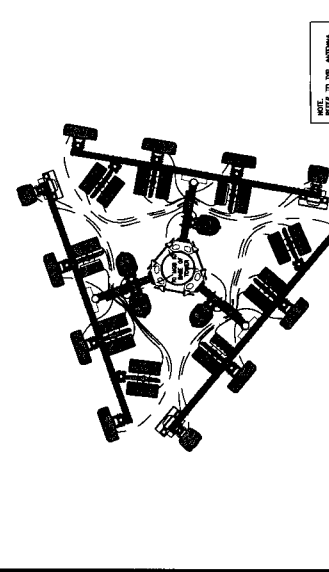
- GROUNDING GENERAL NOTES**
- 1. ALL DETAILS ARE SHOWN IN GENERAL TERMS. ACTUAL GROUNDING INSTALLATION AND CONSTRUCTION MAY VARY DUE TO SITE SPECIFIC CONDITIONS. FOR MORE DETAILS, REFER TO THE PROJECT'S ELECTRICAL SPECIFICATIONS.
  - 2. ALL GROUNDING CONDUCTORS SHALL BE #2 AWG SOLID BARE TINNED COPPER UNLESS OTHERWISE NOTED.
  - 3. ALL GROUNDING CONDUCTORS SHALL BE #2 AWG SOLID BARE TINNED COPPER UNLESS OTHERWISE NOTED.
  - 4. GROUNDING SYSTEM MUST BE INDEPENDENTLY TESTED AND SHALL HAVE A RESISTANCE OF 5 OHMS OR LESS. SUBMIT AN INDEPENDENT TEST REPORT OF TESTING RESULTS.
  - 5. NOTIFY PROJECT MANAGER IF THERE ARE ANY RETIQUES.
  - 6. EXOTHERMIC WELDING SHALL BE USED FOR ALL OVERHEAD CONNECTIONS, UNLESS OTHERWISE NOTED. ALL WELDED CONNECTIONS SHALL BE APPROVED BY PROJECT MANAGER.
  - 7. ALL UNDERGROUND GROUNDING CONDUCTORS ARE TO BE CARRIED ABOVE GRADE UNLESS OTHERWISE NOTED.
  - 8. GROUNDING SHALL BE EITHER CONTROLLED OR MECHANICAL, AS SPECIFIED ON DRAWINGS. MECHANICAL CONNECTIONS SHALL BE APPROVED BY PROJECT MANAGER.
  - 9. GROUNDING ARE TO BE INSTALLED A MINIMUM OF 2" FROM SHELTER OR UNDESIRABLE MATERIALS UNLESS OTHERWISE NOTED.
  - 10. GROUNDING SHALL BE INSTALLED PER THE FOLLOWING:



- 21. THE MASTER GROUND BAR SHALL BE INSTALLED AT THE MAIN ENTRANCE TO THE BUILDING. ALL GROUNDING CONDUCTORS SHALL BE CONNECTED TO THE MASTER GROUND BAR AT THE MAIN ENTRANCE TO THE BUILDING.
- 22. THE MASTER GROUND BAR SHALL BE INSTALLED AT THE MAIN ENTRANCE TO THE BUILDING.
- 23. THE MASTER GROUND BAR SHALL BE INSTALLED AT THE MAIN ENTRANCE TO THE BUILDING.



- 24. THE TEST LOOP SHALL BE INSTALLED AT THE MAIN ENTRANCE TO THE BUILDING.
- 25. THE TEST LOOP SHALL BE INSTALLED AT THE MAIN ENTRANCE TO THE BUILDING.
- 26. THE TEST LOOP SHALL BE INSTALLED AT THE MAIN ENTRANCE TO THE BUILDING.



- 27. THE ANTENNA GROUNDING PLAN (TYP) SHALL BE INSTALLED AT THE MAIN ENTRANCE TO THE BUILDING.
- 28. THE ANTENNA GROUNDING PLAN (TYP) SHALL BE INSTALLED AT THE MAIN ENTRANCE TO THE BUILDING.
- 29. THE ANTENNA GROUNDING PLAN (TYP) SHALL BE INSTALLED AT THE MAIN ENTRANCE TO THE BUILDING.

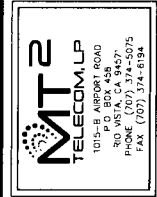
2 GROUNDING LEGEND, 3 MASTER GROUND BAR DETAIL, 4 TEST WELL / GROUNDING ROD DETAIL, 5 GROUNDING NOTES

SCALE: 3/8" = 1'-0"

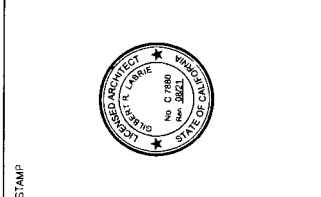
1 GROUNDING LAYOUT

- 20. ALL ELECTRICAL AND GROUNDING AT THE CELL SITE SHALL COMPLY WITH THE NATIONAL ELECTRICAL CODE (NEC), NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 708 (LATEST EDITION), AND MANUFACTURER SPECIFICATION.
- 21. IF THE AC PANEL IN THE POWER CABINET IS WIRED AS SERVICE ENTRANCE, THE AC SERVICE GROUND CONDUCTOR SHALL BE CONNECTED TO GROUND ELECTRODE SYSTEM WHEN THE AC PANEL IS CONNECTED TO GROUND ELECTRODE SYSTEM. THE INSTALLATION SHALL BE INSTALLED IN THE AC POWER CONDUIT THE INSTALLATION SHALL BE PER LOCAL AND NATIONAL ELECTRICAL CODE (NEPA-70).
- 22. EXOTHERMIC WELDING IS RECOMMENDED FOR GROUNDING CONNECTION WHERE PRACTICAL. OTHERWISE, THE CONNECTION SHALL BE MADE USING COMPRESSION TYPE-2 HOLES LONG BARREL LOGS OR LODGE CRIMP CLAMP. CLAMP THE COPPER CABLES TO THE GROUNDING CONDUCTOR. THE MANUFACTURER'S TORQUING RECOMMENDATIONS ON THE BOLT ASSEMBLY TO SECURE CONNECTIONS SHALL BE FOLLOWED.
- 23. THE ANTENNA CABLES SHALL BE GROUNDING AT THE TOP AND BOTTOM OF THE VERTICAL RUN FOR LIGHTNING PROTECTION. THE GROUND BUSES AT THE LOWER MOST POINT OF A VERTICAL RUN MUST BE INSTALLED AT THE LOWER MOST POINT OF A VERTICAL RUN JUST BEFORE IT BEGINS TO BEND TOWARD THE HORIZONTAL RUN. ALL CABLES MUST BE GROUNDING AT THE LOWER MOST POINT OF A VERTICAL RUN. ALL CABLES MUST BE GROUNDING AT THE LOWER MOST POINT OF A VERTICAL RUN. ALL CABLES MUST BE GROUNDING AT THE LOWER MOST POINT OF A VERTICAL RUN.
- 24. ALL GROUNDING CONDUCTORS INSIDE THE BUILDING SHALL BE RUN IN CONDUIT RACEWAY SYSTEM, AND SHALL BE INSTALLED AS DIRECTLY AS PRACTICAL. THE RACEWAY SHALL BE GROUNDING CONDUCTOR IS BY PVC RACEWAY MAY BE FLEXIBLE OR RIGID PER THE FIELD CONDITIONS. GROUNDING CONDUCTORS SHALL BE INSTALLED IN CONDUIT RACEWAY SYSTEM. ALL CONDUIT SHALL BE INSTALLED IN CONDUIT RACEWAY SYSTEM.
- 25. PROVIDE PVC SLEEVES WHERE GROUNDING CONDUCTORS PASS THROUGH THE BUILDING WALLS AND /OR CEILING.
- 26. INSTALL GROUND BUSHINGS ON ALL METALLIC CONDUITS AND BOND TO THE EQUIPMENT GROUND BUSH IN THE PANEL BOARD.
- 27. GROUND ANTENNA BASES, FRAMES, CABLE RACKS AND OTHER METALLIC COMPONENTS WITH #2 GROUNDING CONDUCTORS. ALL METALLIC COMPONENTS SHALL BE GROUNDING CONDUCTORS PER THE FIELD CONDITIONS.
- 28. ALL PROPOSED GROUNDING CONDUCTORS SHALL BE ROUTED AND CONNECTED TO THE MAIN GROUND BAR OR EXISTING GROUND RING.

- 1. ALL DETAILS ARE SHOWN IN GENERAL TERMS. ACTUAL GROUNDING INSTALLATION REQUIREMENTS AND CONSTRUCTION ACCORDING TO SITE CONDITIONS.
- 2. ALL GROUNDING CONDUCTORS #2 AWG SOLID BARE TINNED COPPER WIRE UNLESS OTHERWISE NOTED.
- 3. GROUND BAR LOCATED IN BASE OF EQUIPMENT WILL BE PROVIDED, FURNISHED AND INSTALLED BY THE VENDOR.
- 4. ALL BELOW GRADE CONNECTIONS, EXOTHERMIC WELD TYPE, ABOVE GRADE CONNECTIONS, EXOTHERMIC WELD TYPE.
- 5. GROUND RING SHALL BE LOCATED A MINIMUM OF 2" BELOW GRADE OR 6" MINIMUM BELOW THE FROST LINE.
- 6. INSTALL GROUND CONDUCTORS AND GROUND ROD MINIMUM OF 1'-0" FROM EQUIPMENT CONCRETE SLAB, SPREAD FOOTING, OR FENCE.
- 7. EXOTHERMIC WELD GROUND CONNECTION TO FENCE POST TREAT WITH A COLD GALVANIZED SPRAY.
- 8. GROUND BARS  
A) EQUIPMENT GROUND BUS BAR (EGB) LOCATED AT THE MAIN ENTRANCE TO THE BUILDING SHALL BE INSTALLED BY ELECTRICAL CONTRACTOR.  
B) GROUNDING JUMPER CONNECTIONS TO COAX FEEDER CABLES SHALL BE FURNISHED AND INSTALLED BY ELECTRICAL CONTRACTOR. JUMPERS (FURNISHED BY ELECTRICAL CONTRACTOR) SHALL BE INSTALLED AND CONNECTED TO EQUIPMENT GROUNDING BUS BY ELECTRICAL CONTRACTOR.
- 9. ALL GROUNDING INSTALLATIONS AND CONNECTIONS SHALL BE MADE BY ELECTRICAL CONTRACTOR.
- 10. OBSERVE N.E.C. AND LOCAL UTILITY REQUIREMENTS FOR ELECTRICAL SERVICE GROUNDING.
- 11. GROUNDING ATTACHMENT TO TOWER SHALL BE AS PER MANUFACTURER'S REQUIREMENTS OR AT GROUNDING POINTS PROVIDED (2 MINIMUM).
- 12. IF EQUIPMENT IS IN A CELL, FENCE ENCLOSE, GROUND ONLY CORNER POSTS AND SUPPORT POSTS OF GATE, IF CHAIN LINK IS USED, THEN GROUND IT ALSO.
- 13. GROUNDING AT PVC CABINET SHALL BE VERTICALLY INSTALLED.
- 14. ALL GROUNDING FOR ANTENNAS SHALL BE CONNECTED SO THAT IT WILL BY-PASS MAIN BUSH BAR.
- 15. ALL EMT RUNS SHALL BE GROUNDING AND HAVE A BUSHING, NO PVC ABOVE GROUND.
- 16. USE SEPARATE HOLES FOR GROUNDING AT BUSS BAR NO "DOUBLE-UP" OF USES.
- 17. POWER AND TELCO CABINETS SHALL BE GROUNDING (BOND) TOGETHER.
- 18. NO LET'S ALLOWED ON GROUNDING.
- 19. PROVIDE STAINLESS STEEL CLAMP AND BRASS TAGS ON COAX AT ANTENNAS AND DOGHOUSE.



RIVER ISLANDS  
CVL01568  
950 STEWART ROAD  
(WATER TANK SITE)  
LATHROP, CA 95330



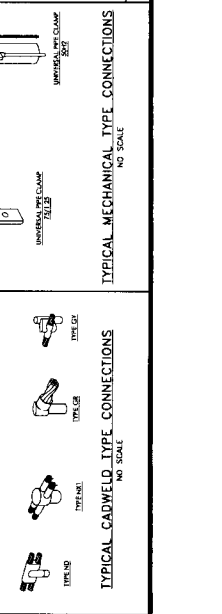
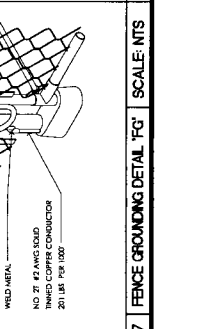
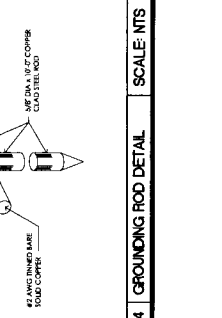
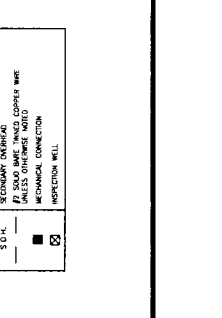
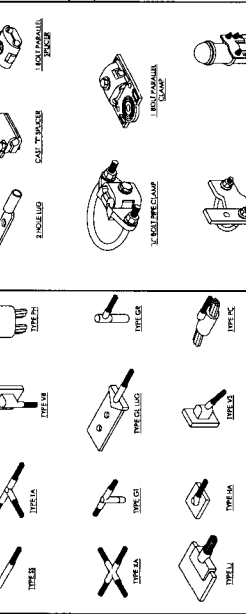
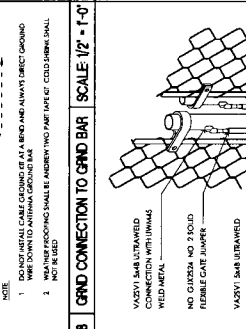
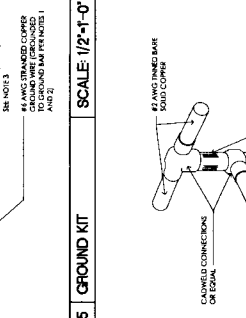
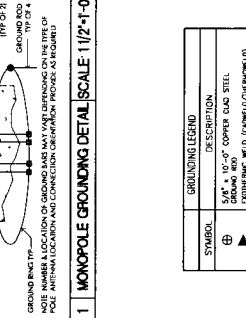
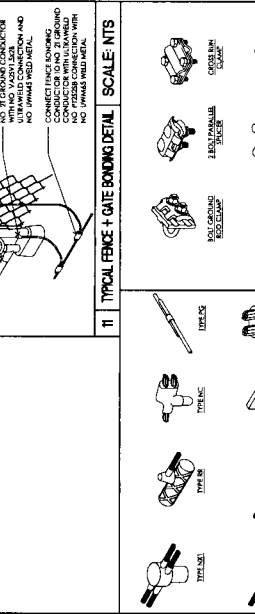
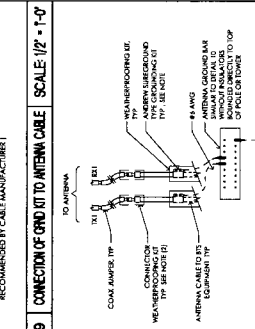
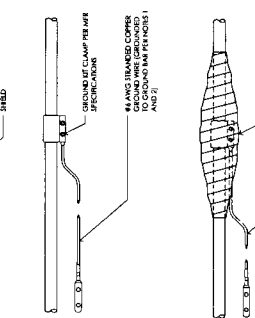
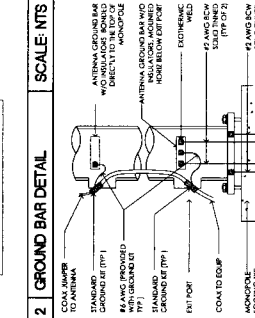
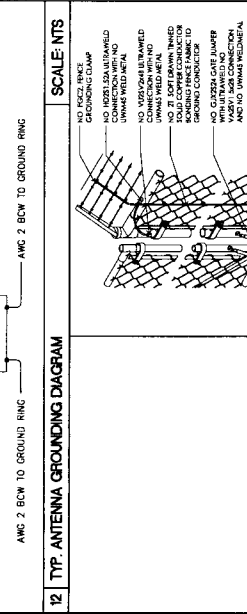
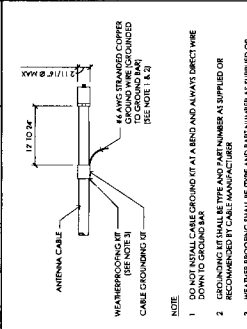
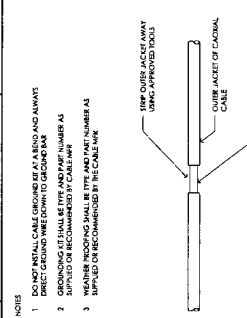
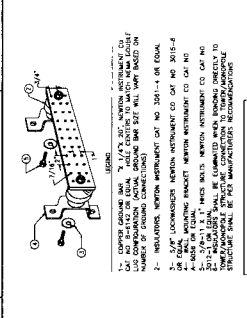
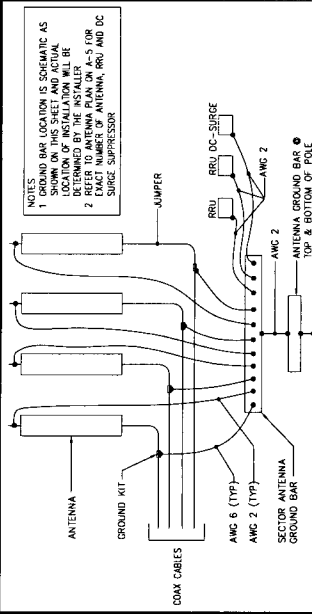
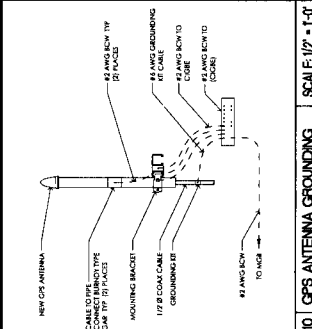
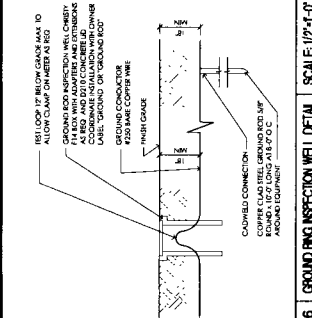
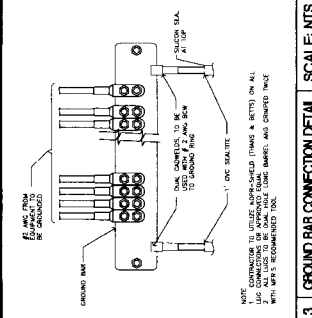
STAMP

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CHECKED BY	GL
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D 03.12.19	10th CD P.L.N. CHG COMM
E 04.09.19	10th CD GEN CHG P.L.N. CHG
F 09.25.19	10th CD GEN CHG P.L.N. CHG

SHEET TITLE  
**GROUNDING DETAILS + NOTES**

SHEET NUMBER  
**G-2**

JOB # NO



**EXHIBIT 11**

**ENVIRONMENTAL DISCLOSURE**

Landlord represents and warrants that the Property, as of the Effective Date of this Agreement, is free of hazardous substances except as follows:

1. NONE.

**EXHIBIT 12**  
**STANDARD ACCESS LETTER**  
**[FOLLOWS ON NEXT PAGE]**



[Landlord Letterhead]

DATE

Building Staff / Security Staff  
Landlord, Lessee, Licensee  
Street Address  
City, State, Zip

Re: Authorized Access granted to New Cingular Wireless PCS, LLC ("AT&T")

Dear Building and Security Staff,

Please be advised that we have signed a lease with AT&T permitting AT&T to install, operate and maintain telecommunications equipment at the property. The terms of the lease grant AT&T and its representatives, employees, agents and subcontractors ("representatives") 24 hour per day, 7 day per week access to the leased area.

To avoid impact on telephone service during the day, AT&T representatives may be seeking access to the property outside of normal business hours. AT&T representatives have been instructed to keep noise levels at a minimum during their visit.

Please grant the bearer of a copy of this letter access to the property and to leased area. Thank you for your assistance.

\_\_\_\_\_  
Landlord Signature

**EXHIBIT 24(b)**

**MEMORANDUM OF LEASE**

**[FOLLOWS ON NEXT PAGE]**

**Recording Requested By  
& When Recorded Return To:**

New Cingular Wireless PCS, LLC  
Attn: Tower Asset Group – Lease Administration  
1025 Lenox Park Boulevard NE, 3<sup>rd</sup> Floor  
Atlanta, GA 30319

**APN: 210-210-01**

---

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

Cell Site No.: CVL01568  
Search Ring Name: River Islands  
Cell Site Name: River Islands (CA)  
Fixed Asset No.: 14356021  
State: California  
County: **San Joaquin**

**MEMORANDUM  
OF  
LEASE**

This Memorandum of Lease is entered into on \_\_\_\_\_, 2019, by and between the City of Lathrop, a California municipal corporation, having a mailing address of 390 Towne Centre Drive, Lathrop, CA 95330 ("**Landlord**"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Boulevard NE, 3<sup>rd</sup> Floor, Atlanta, GA 30319 ("**Tenant**").

1. Landlord and Tenant entered into a certain Option and Tower Lease Agreement dated as of \_\_\_\_\_, 2019 ("**Agreement**"), for the purpose of installing, operating and maintaining a communication facility and other improvements. All of the foregoing is set forth in the Agreement.
2. The initial lease term will be five (5) years commencing on the effective date of written notification by Tenant to Landlord of Tenant's exercise of its option, with four (4) successive automatic five (5) year options to renew.
3. The portion of the land being leased to Tenant and associated easements are described in **Exhibit 1** annexed hereto.
4. The Agreement gives Tenant a right of first refusal in the event Landlord receives a bona fide written offer from a third party seeking an assignment or transfer of the Rent payments associated with the Agreement.
5. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

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

**LANDLORD:**

City of Lathrop,  
a California municipal corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**TENANT:**

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

By: AT&T Mobility Corporation

Its: Manager

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**[ACKNOWLEDGMENTS APPEAR ON FOLLOWING THREE (3) PAGES]**

**LANDLORD ACKNOWLEDGMENT**

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

State of California  
County of \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_,  
(insert name and title of the officer)

personally appeared \_\_\_\_\_,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

**LANDLORD ACKNOWLEDGMENT**

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

State of California  
County of \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_,  
(insert name and title of the officer)

personally appeared \_\_\_\_\_,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

**(Seal)**

**TENANT ACKNOWLEDGMENT**

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

State of California  
County of \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_,  
(insert name and title of the officer)

personally appeared \_\_\_\_\_,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

**EXHIBIT 1**

**TO MEMORANDUM OF LEASE  
DESCRIPTION OF PROPERTY AND PREMISES**

Page 1 of 2

to the Memorandum of Lease dated \_\_\_\_\_, 2019, by and between, the City of Lathrop, a California municipal corporation, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

**The Property is legally described as follows:**

**LEGAL DESCRIPTION COMMUNICATION SITE RIVER  
ISLANDS LATHROP, CALIFORNIA**

CERTAIN REAL PROPERTY SITUATE IN THE CITY OF LATHROP, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF PARCEL 1, AS SAID PARCEL IS SHOWN ON THE MAP ENTITLED "TRACT 3876, RIVER ISLANDS, PHASE 1B, LARGE LOT FINAL MAP", FILED MARCH 31, 2016, IN BOOK 42 OF MAPS AND PLATS, AT PAGE 56, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF J7 COURT, AS SAID COURT IS DESCRIBED IN DOCUMENT NO. 2020- , OFFICIAL RECORDS OF SAN JOAQUIN COUNTY;

THENCE ALONG SAID EAST LINE, ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 56.00 FEET, FROM WHICH POINT THE RADIUS POINT BEARS SOUTH 50°36'58" WEST, THROUGH A CENTRAL ANGLE OF 05°11'29", AN ARC DISTANCE OF 5.07 FEET;

THENCE, ALONG A REVERSE CURVE, HAVING A RADIUS OF 17.00 FEET, THROUGH A CENTRAL ANGLE OF 44°34'31", AN ARC DISTANCE OF 13.23 FEET;

THENCE, NORTH 24.30 FEET;

THENCE, LEAVING SAID EAST LINE, EAST 90.00 FEET;

THENCE, SOUTH 40.00 FEET;

THENCE, WEST 81.72 FEET TO SAID POINT OF BEGINNING.

CONTAINING 3,557 SQUARE FEET, MORE OR LESS.

ATTACHED HERETO IS A PLAT TO ACCOMPANY LEGAL DESCRIPTION, AND BY THIS REFERENCE MADE A PART HEREOF.

END OF DESCRIPTION

**The Premises are described and/or depicted as follows:**

[One (1) Page Depiction of the Premises Suitable for Recording in San Joaquin County Appears on Following Page]



**EXHIBIT 24(k)**

**IRS FORM W-9 & CA FTB FORM 590**

Page 1 of 3

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

# Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

**1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

---

**2** Business name/disregarded entity name, if different from above

---

**3** Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ \_\_\_\_\_

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ \_\_\_\_\_

**4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3).

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

**5** Address (number, street, and apt. or suite no.) See instructions.

**6** City, state, and ZIP code

**7** List account number(s) here (optional)

Requester's name and address (optional)

Print or type. See Specific Instructions on page 3.

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**Social security number**

	-		-	
--	---	--	---	--

or

**Employer identification number**

	-								
--	---	--	--	--	--	--	--	--	--

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

**General Instructions**

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

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

**Purpose of Form**

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

# 2019 Withholding Exemption Certificate

# 590

The payee completes this form and submits it to the withholding agent. The withholding agent keeps this form with their records.

### Withholding Agent Information

Name \_\_\_\_\_

### Payee Information

Name \_\_\_\_\_  SSN or ITIN  EIN  CA Corp no.  CA SOS No no.

Address (apt., ste., room, PO box, or PMB no.) \_\_\_\_\_

City (if you have a foreign address, see instructions) \_\_\_\_\_ State \_\_\_\_\_ ZIP code \_\_\_\_\_

### Exemption Reason

Check only one box.

By checking the appropriate box below, the payee certifies the reason for the exemption from the California income tax withholding requirements on payment(s) made to the entity or individual.

- Individuals — Certification of Residency:**  
I am a resident of California and I reside at the address shown above. If I become a nonresident at any time, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.
- Corporations:**  
The corporation has a permanent place of business in California at the address shown above or is qualified through the California Secretary of State (SOS) to do business in California. The corporation will file a California tax return. If this corporation ceases to have a permanent place of business in California or ceases to do any of the above, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.
- Partnerships or Limited Liability Companies (LLCs):**  
The partnership or LLC has a permanent place of business in California at the address shown above or is registered with the California SOS, and is subject to the laws of California. The partnership or LLC will file a California tax return. If the partnership or LLC ceases to do any of the above, I will promptly inform the withholding agent. For withholding purposes, a limited liability partnership (LLP) is treated like any other partnership.
- Tax-Exempt Entities:**  
The entity is exempt from tax under California Revenue and Taxation Code (R&TC) Section 23701 \_\_\_\_\_ (insert letter) or Internal Revenue Code Section 501(c) \_\_\_\_\_ (insert number). If this entity ceases to be exempt from tax, I will promptly notify the withholding agent. Individuals cannot be tax-exempt entities.
- Insurance Companies, Individual Retirement Arrangements (IRAs), or Qualified Pension/Profit-Sharing Plans:**  
The entity is an insurance company, IRA, or a federally qualified pension or profit-sharing plan.
- California Trusts:**  
At least one trustee and one noncontingent beneficiary of the above-named trust is a California resident. The trust will file a California fiduciary tax return. If the trustee or noncontingent beneficiary becomes a nonresident at any time, I will promptly notify the withholding agent.
- Estates — Certification of Residency of Deceased Person:**  
I am the executor of the above-named person's estate or trust. The decedent was a California resident at the time of death. The estate will file a California fiduciary tax return.
- Nonmilitary Spouse of a Military Servicemember:**  
I am a nonmilitary spouse of a military servicemember and I meet the Military Spouse Residency Relief Act (MSRRA) requirements. See instructions for General Information E, MSRRA.

### CERTIFICATE OF PAYEE: Payee must complete and sign below.

To learn about your privacy rights, how we may use your information, and the consequences for not providing the requested information, go to [ftb.ca.gov/forms](http://ftb.ca.gov/forms) and search for 1131. To request this notice by mail, call 800.852.5711.

Under penalties of perjury, I declare that I have examined the information on this form, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. I further declare under penalties of perjury that if the facts upon which this form are based change, I will promptly notify the withholding agent.

Type or print payee's name and title \_\_\_\_\_ Telephone (\_\_\_\_) \_\_\_\_\_

Payee's signature ► \_\_\_\_\_ Date \_\_\_\_\_

GOLDEN VALLEY PARKWAY

FUTURE  
EMPLOYMENT  
CENTER

J7 STREET

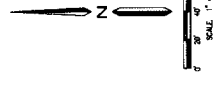
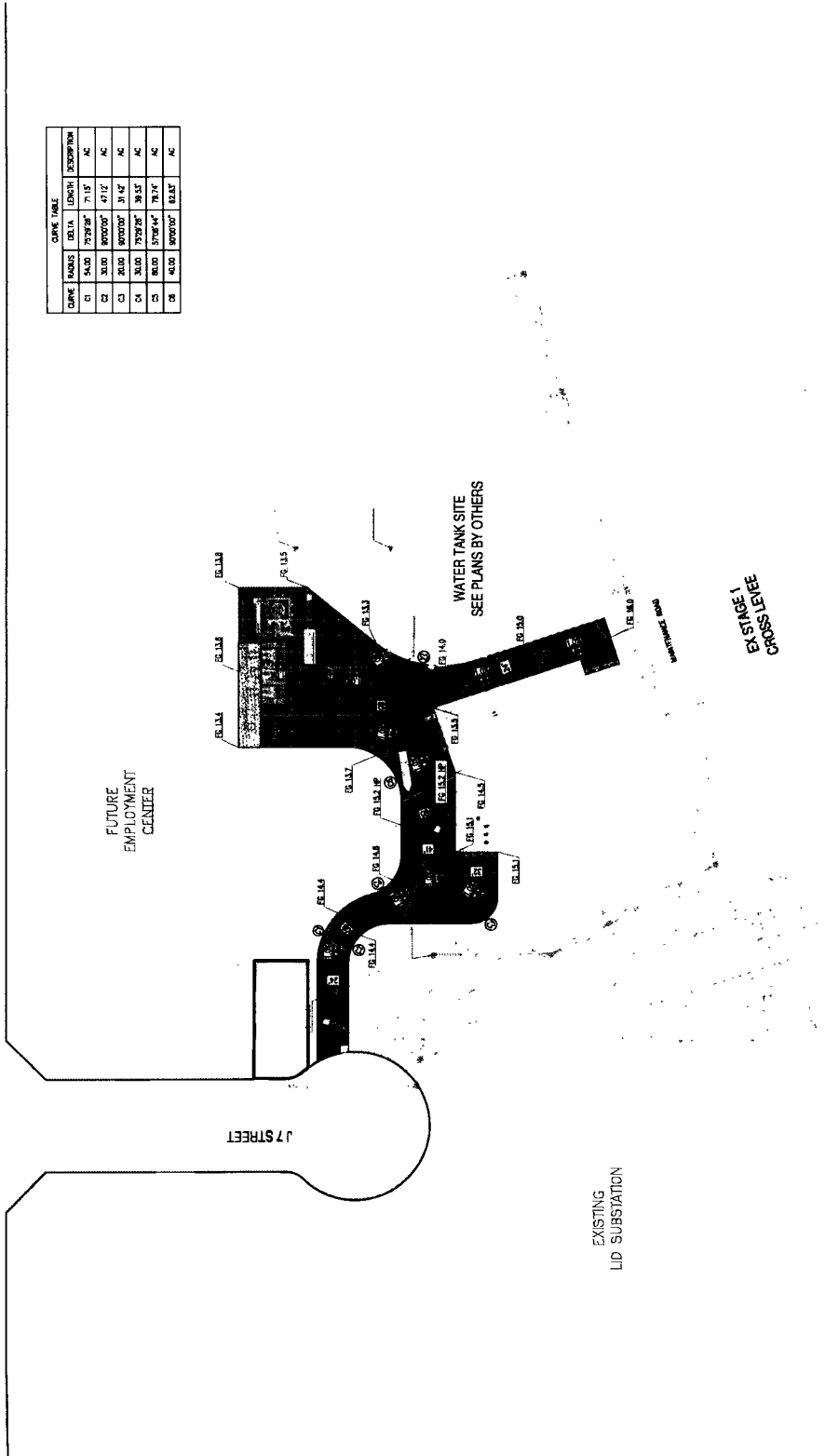
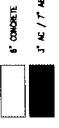
WATER TANK SITE  
SEE PLANS BY OTHERS

EXISTING  
LID SUBSTATION

EXISTING  
CROSS-LEVEE

CURVE TABLE				
CURVE	RADIUS	DELTA	LENGTH	DESCRIPTION
C1	54.00	75°29'58"	71.15'	AC
C2	30.00	90°00'00"	47.12'	AC
C3	30.00	90°00'00"	31.42'	AC
C4	30.00	75°29'58"	38.35'	AC
C5	180.00	57°08'44"	78.74'	AC
C6	40.00	90°00'00"	62.83'	AC

LEGEND



FINAL WATER TANK SITE  
GRADING REVISION EXHIBIT  
RIVER ISLANDS

CITY OF LATHROP | SAN JOAQUIN COUNTY | CALIFORNIA  
DATE: OCTOBER 02, 2019

**O'DELL**  
ENGINEERING  
6200 Stonewood Mall Road, Suite 330  
Pleasanton, CA 94588  
PH: 925.223.8540 | [odellingengineering.com](http://odellingengineering.com)

\* 1995-2008 SANMAYERS 22 - FINAL WATER TANK SITE GRADING REVISION EXHIBIT - RIVER ISLANDS - 4 PAGES - 2008-05-04 - 4 PAGES - 2008-05-04