

Folsom City Council Staff Report

MEETING DATE:	6/28/2022
AGENDA SECTION:	Consent Calendar
SUBJECT:	Resolution No. 10876 – A Resolution Authorizing the City Manager to Execute Amendment No. 1 to the Communications Site License Agreement with New Cingular Wireless PCS, LLC, at BT Collins Park
FROM:	Parks and Recreation Department

RECOMMENDATION / CITY COUNCIL ACTION

Move to approve Resolution No. 10876 – A Resolution Authorizing the City Manager to Execute Amendment No. 1 to the Communications Site License Agreement with New Cingular Wireless PCS, LLC, at BT Collins Park.

BACKGROUND / ISSUE

City Council authorized the City Manager to execute a license agreement with New Cingular Wireless PCS, LLC on April 27, 2010. The term of the agreement commenced with the issuance of a building permit for the site and site license agreement for a lease area of approximately 372 square feet. The antennas are secured to an existing Pacific Gas and Electric (PG&E) tower.

On January 13, 2022, PG&E contacted the City of Folsom to add an emergency generator at the site for power in the event of an outage. The proposed change requires an additional 189 square feet of lease space. During review of the existing agreement for the generator amendment, an inconsistency was noticed regarding the terms stated in the agreement and Exhibit D “Schedule of Fees”.

The term of the agreement is stated as follows: an initial term of five (5) years with five (5) automatic term extensions of five (5) years each for a total of thirty (30) years. Exhibit D in the original agreement only reflected fees for the first twenty (20) years; however, it will be updated in this amendment to reflect the full thirty (30) year term of the agreement.

Additionally, Exhibit B “Description of Premises” will be updated with the additional square footage and plans for the emergency generator.

POLICY / RULE

The City Manager shall receive City Council authority to execute contracts in excess of \$66,141.

ANALYSIS

New Cingular Wireless PCS, LLC proposes to add an additional 189 square feet to accommodate an emergency generator and modify Exhibit B.

Exhibit D will be updated to include Years 21 – 30 for a total of \$447,228.89 in additional scheduled rental fees over the remaining 10 years.

This amendment will be in a form acceptable to the City Attorney.

FINANCIAL IMPACT

Exhibit D of the original agreement only reflected fees for the first twenty (20) years totaling \$580,400.09. This amendment corrects Exhibit D to include the final ten (10) years of fees in the agreement for an additional \$447,228.89 in rental fees. The total value of the agreement with the amendment is \$1,027,628.98.

ENVIRONMENTAL REVIEW

This project is Categorically Exempt from the California Environmental Quality Act (CEQA) regulation under Section 15301 (Existing Facilities) of the CEQA Guidelines.

ATTACHMENTS

1. Resolution No. 10876 – A Resolution Authorizing the City Manager to Execute Amendment No. 1 to the Communications Site License Agreement with New Cingular Wireless PCS, LLC, at BT Collins Park
2. Communications Site License Agreement with New Cingular Wireless PCS, LLC at BT Collins Park (Contract No. 173-21 10-033)
3. Exhibit B “Description of Premises”
4. Exhibit D “Schedule of Fees”

Submitted,

Lorraine Poggione, Parks and Recreation Director

ATTACHMENT 1

RESOLUTION NO. 10876

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE
AMENDMENT NO. 1 TO THE COMMUNICATIONS SITE LICENSE AGREEMENT
WITH NEW CINGULAR WIRELESS PCS, LLC, AT BT COLLINS PARK**

WHEREAS, New Cingular Wireless PCS, LLC requests authorization to add an emergency generator and 189 square feet of lease space; and

WHEREAS, Exhibit B “Description of Premises” is updated to reflect 189 additional square feet of lease space and plans for emergency generator; and

WHEREAS, Exhibit D “Schedule of Fees” is amended to reflect Years 21 – 30 of lease which will generate additional rental fees in the amount of \$447,228.89; and

WHEREAS, the agreement will be in a form acceptable to the City Attorney:

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Folsom authorizes the City Manager to execute Amendment No. 1 to the Communications Site License Agreement with New Cingular Wireless PCS, LLC, at BT Collins Park.

PASSED AND ADOPTED this 28 day of June, 2022, by the following roll-call vote:

AYES: Councilmember(s):
NOES: Councilmember(s):
ABSENT: Councilmember(s):
ABSTAIN: Councilmember(s):

Kerri M. Howell, MAYOR

ATTEST:

Christa Freemantle, CITY CLERK

ATTACHMENT 2

F1Market: Reno/Sacramento
Cell Site Number: CN1613A
Cell Site Name: Dam Rd
Fixed Asset Number: 10101326
Address: 828 Willow Creek Drive, Folsom, CA 95630

Folsom File No. 173-21 10-033

RES 8652 04/27/2010



29784

COMMUNICATIONS SITE LICENSE AGREEMENT

THIS COMMUNICATIONS SITE LICENSE AGREEMENT ("License Agreement") dated on this 20th day of April, 2010, is made by and between NEW CINGULAR WIRELESS PCS, LLC, a Delaware limited liability company, ("Licensee") whose address 12555 Cingular Way, Suite 1300, Alpharetta, GA 30004 and the CITY OF FOLSOM, a political subdivision of the State of California ("Licensor" or "City") whose address is 50 Natoma Street, Folsom, California 95630.

RECITALS

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

A. Licensor owns certain real property legally described in Exhibit "A" attached hereto and commonly known as B.T. Collins Park, Folsom, California 95630, Sacramento County Assessor's Parcel Number APN No.071-0040-136 ("Licensor's Real Property"). Licensee desires to utilize an approximate 18' - 0" x 20' - 8" square foot portion of Licensor's Real Property with any necessary easements over other portions of Licensor's Real Property and/or shared use of Licensor's easements over other real property necessary for Licensee's access and utilities to the licensed area (altogether the "Premises"), as described on Exhibit "B" attached hereto. Licensor represents and warrants that it has full rights of ingress to and egress from the Premises from a public roadway.

B. Licensee is a communications carrier that desires to construct and operate a wireless communications site at the Premises as part of its communications network.

C. Licensor is willing to License the Premises to Licensee for Licensee's proposed use subject to the terms and conditions of this License Agreement.

WHEREFORE, the parties hereto agree as follows:

1. **Grant of License.** Licensor hereby licenses to Licensee the Premises for Licensee's proposed use, subject to the following terms and conditions.

2. **Permitted Uses.** The Premises may be used by Licensee for the operation of a wireless communications site. Under this License Agreement, Licensee may install, place, use, operate, repair, and maintain on the Premises such antennas, radio transmitting and receiving equipment, conduits, wires, batteries, back-up generators, utility lines and facilities, supporting structures, storage facilities, and related equipment as described in Exhibit B for the operation of its wireless communications site at the Premises (collectively "Licensee's Facilities"). Further, Licensee has the right to do all work necessary to prepare, modify and maintain the Premises to accommodate Licensee's Facilities and as required for Licensee's communications operations at the Premises. Once Licensee's Facilities are installed, Licensee shall be required to obtain Licensor's prior written consent to further improvements or installation of additional equipment at the Premises, except that Licensee shall be permitted, without

Licensor's consent, to make enhancements, replacements, upgrades or substitutions of equipment and antennas which substantially conform to the physical specifications of the previously installed equipment and antennas. Licensee in accordance with the terms of this Agreement and conditions of approval shall return the Premises to its original condition upon removal of Licensee's Facilities.

3. **Conditions Precedent: Prior Approvals.** This License Agreement is conditioned upon Licensee obtaining, prior to any construction, alteration or use, all governmental licenses, permits and approvals enabling Licensee to construct and operate wireless communications facilities on the Premises. Licensor agrees to cooperate with Licensee's reasonable requests for Licensor's signatures as real property owner on permit applications, for allowing site inspections by governmental agencies required in connection with reviewing permit applications, and for assistance in obtaining such necessary approvals, provided that such cooperation and assistance shall be at no expense to Licensor. Licensee covenants throughout the term of this Agreement, at Licensee's sole cost and expense, to comply with all laws, ordinances, orders, rules, regulations and requirements of all federal, state, county and city governments which may be applicable to Licensee's use of the Premises and Licensee's Facilities.

4. **Term.** The term of this License Agreement shall be five (5) years commencing with the issuance of a local governmental building permit allowing Licensee to construct Licensee's Facilities on the Premises or three (3) months from the date of full execution of this License Agreement, whichever occurs first ("Commencement Date") ("Term"). Licensee shall promptly deliver written notice to Licensor of the Commencement Date. This License Agreement shall automatically be extended for five (5) terms ("Renewal Terms") of five (5) years each for a total of thirty (30) years unless Licensee notifies Licensor in writing of Licensee's intention not to extend this License Agreement at least thirty (30) days prior to the expiration of the initial Term of five (5) years or subsequent renewal Terms.

5. **Rent.**

(a) During the term of this Agreement, and in the manner set forth in sub-paragraph (5b) below, Licensee shall pay to Licensor, at the address specified in Paragraph 22, Notices and Deliveries, the sum of Eighteen Hundred Dollars (\$1,800.00) per month. Fees shall be payable as indicated in Exhibit "D" attached hereto, in advance to Licensor as specified in sub-paragraph (5b) below. Furthermore, the Licensee shall pay to the Licensor a one-time capital improvement fee of \$25,000 to be used for on or off-site park related development. Obligation for this payment shall be on or before the Fee Commencement Date.

(b) Fees shall be payable as set forth in Exhibit "D" with a three percent (3%) annual increase after the first year and every subsequent year thereafter. The first payment of \$43,848.00 will consist of \$21,600.00 for year one and \$ 22,248.00 for year two. Thereafter, fees shall be payable every two (2) years in advance on the anniversary of the Commencement Date as described in Exhibit "D" attached hereto.

(c) The Licensee shall pay to the Licensor a one-time capital improvement fee of \$25,000 to be used for on or off-site park development. Obligation for this payment shall be on or before the Fee Commencement Date.

6. **Due Diligence Contingency and Pre-Commencement Date Access to Premises.** Licensee shall have the right (but not the obligation) at any time following the full execution of this License Agreement and prior to the Commencement Date, to enter the Premises for the purpose of making necessary inspections, taking measurements and conducting engineering surveys (and soil tests where applicable) and other reasonably necessary tests to determine the suitability of the Premises for Licensee's Facilities ("Due Diligence"), and for the purpose of preparing the Premises for the installation

or construction of Licensee's Facilities. During any Due Diligence activities or pre-construction work, Licensee shall have and maintain in full force and effect the insurance, set forth in Section 16, Insurance. Licensee will notify Licensor, at least 48 hours in advance, of any proposed tests, measurements or pre-construction work and will coordinate the scheduling of such activities with Licensor. If in the course of its Due Diligence Licensee determines that the Premises are unsuitable for Licensee's contemplated use, then Licensee shall have the right to terminate this License Agreement prior to the Commencement Date by delivery of written notice thereof to Licensor as set forth in Section 13, Termination.

7. **Ongoing Access to Premises.** Throughout the Term and any Renewal Term of this License Agreement, Licensee shall have the right of access to the Premises for its employees and agents twenty-four (24) hours a day, seven (7) days per week, at no additional charge to Licensee. In exercising its right of access to the Premises herein, Licensee agrees to cooperate with any reasonable security procedures utilized by Licensor at Licensor's Real Property and further agrees not to unduly disturb or interfere with the business or other activities of Licensor or of other tenants or occupants of Licensor's Real Property. Licensee will be attaching its antennas to an existing tower owned and controlled by Pacific Gas and Electric Company, a California corporation ("PG & E") and located on the Licensor's Property, as shown on Exhibit B hereto ("PG & E's Tower"). PG & E is entitled to place its towers and associated equipment on Licensor's Property pursuant to a right of way and easement agreement (the "PG & E Easement"). Licensor hereby consents to Licensee's use of PG & E's tower and easement area as contemplated in this Agreement; however such consent is contingent upon full compliance with the terms of this Agreement and all necessary governmental licenses, permits and approvals required to construct and operate a wireless communications facility on the Premises.

8. **Licensee's Work, Maintenance and Repairs.** All of Licensee's construction and installation work at the Premises shall be performed at Licensee's sole cost and expense and in a good and workmanlike manner. Licensee shall maintain Licensee's Facilities and the Premises in neat and safe condition and in compliance with all applicable codes and governmental regulations and conditions of approval. Licensee shall not be required to make any repairs to the Premises except for damages to the Premises caused by Licensee, its employees, agents, contractors or subcontractors. Upon the expiration, cancellation or termination of this License Agreement, Licensee shall surrender the Premises in good condition, less ordinary wear and tear; however, Licensee shall not be required to remove, unless specifically requested to by the Licensor, any foundation supports for Licensee's Facilities or conduits, which have been installed by Licensee. If removal is required, Licensee shall restore the Premises and Licensor's Real Property to its original condition. Licensee's equipment shall be installed within the northwest quadrant designated for such use in the footprint of the PG&E tower. Utility trenching, site access disturbance or any other damage to Licensor's Real Property shall be restored to the satisfaction of the Parks and Recreation Director. Backfilling, compaction and reseeding (hydroseed) of the disturbed areas shall be required. Damage to existing decomposed granite or concrete pathways and walks caused by this project shall be repaired to the satisfaction of the Parks and Recreation Director. Licensee shall not suffer or permit any mechanic's, vendor's, laborer's or materialman's statutory or similar liens (collectively, "Mechanics Liens") to be filed against the Premises or Licensee's Facilities, nor against Licensee's interest in the Premises pursuant to this Agreement, by reason of work, labor, services or materials supplied or claimed to have been supplied to Licensee or anyone holding any interest in the Premises and/or Licensee's Facilities or any part thereof through or under Licensee. If any such mechanic's lien shall be filed, Licensee shall, within thirty (30) days after notice of the filing thereof, cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise; provided, however, that Licensee shall have the right to contest, with due diligence, the validity or amount of any such lien or claimed lien, if Licensee shall give to Licensor security in an amount equal to one and one-half (1-1/2) times the amount of such lien or claimed lien. Subject to the foregoing provisions, if Licensee shall fail to cause such lien to be discharged within such thirty (30) day period, then, in addition to any other right or remedy of Licensor,

Licensor may, but shall not be obligated to, discharge the same either by paying the amount claimed to be due or by procuring the discharge of such lien by deposit or by bonding proceedings. Nothing contained in this Agreement shall be deemed or construed in any way as constituting the consent or request of Licensor, express or implied by inference or otherwise, to any contractor, subcontractor, laborer or material man for the performance of any labor or the furnishings or any materials for any part of Licensee's Facilities, alterations to or repair of the Premises or Licensee's Facilities or any part thereof, nor as giving Licensee a right, power or authority to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to the filing of any mechanic's liens against the Premises or Licensee's Facilities.

9. Title to Licensee's Facilities. Licensee shall hold title to Licensee's Facilities and any equipment placed on the Premises by Licensee. All of Licensee's Facilities shall remain the property of Licensee and are not fixtures. Licensee has the right to remove all of Licensee's Facilities at its sole expense on or before the expiration or termination of this License Agreement. Any damage or disturbance to the park premises caused by removal of Licensee's Facilities whether by Licensee or a third party shall be restored and repaired at Licensee's sole cost and expense and to the satisfaction of the Parks and Recreation Director. Licensor acknowledges that Licensee may enter into financing arrangements including promissory notes and financial and security agreements for the financing of Licensee's Facilities (the "Collateral") with a third party financing entity and may in the future enter into additional financing arrangements with other financing entities. In connection therewith, Licensor (i) consents to the installation of the Collateral to the extent that the Collateral is part of the approved Licensee's Facilities; (ii) disclaims any interest in the Collateral, as fixtures or otherwise; and (iii) agrees that the Collateral shall be exempt from execution, foreclosure, sale, levy, attachment, or distress for any Rent due or to become due and that such Collateral may be removed at any time without recourse to legal proceedings.

10. Utilities. Licensee shall have the right to install utilities, at Licensee's expense, and to improve the present utilities on or near the Premises (including, but not limited to the installation of temporary emergency back-up power). Subject to Licensor's approval of the location, which approval shall not be unreasonably withheld, Licensee shall have the right to place utilities on (or to bring utilities across) Licensor's Real Property in order to service the Premises and Licensee's Facilities. Upon Licensee's request, Licensor shall execute recordable easement(s) evidencing this right. Licensee shall fully and promptly pay for all utilities furnished to the Premises for the use, operation and maintenance of Licensee's Facilities.

11. Interference with Communications. Licensee's Facilities and operations shall not interfere with the communications configurations, frequencies or operating equipment, which exist on Licensor's Real Property, which relate in anyway to the City's radio transmission infrastructure (including but not limited to the Fire Department's and the Police Department's voice and data radio transmissions), or which relate in anyway to the City's wireless irrigation controllers, on the effective date of this License Agreement ("Pre-existing Communications"), and Licensee's Facilities and operations shall comply with all non-interference rules of the Federal Communications Commission ("FCC"). Upon written notice from Licensor of any apparent interference by Licensee with Pre-existing Communications, Licensee shall have the responsibility to promptly terminate such interference or demonstrate to Licensor with competent information satisfactory to the Licensor that the apparent interference in fact is not caused by Licensee's Facilities or operations. Licensor shall not, nor shall Licensor permit any other tenant or occupant of any portion of Licensor's Real Property to, engage in any activities or operations which interfere with the communications operations of Licensee described in Section 2, above. Licensor will provide Licensee with technical information from the party proposing such installation for review and sign-off by Licensee. Licensor agrees to incorporate equivalent

provisions regarding non-interference with Pre-existing Communications into any subsequent leases, licenses or rental agreements with other persons or entities for any portion of Licensor's Real Property."

12. Taxes. Licensee shall pay personal property taxes assessed against Licensee's Facilities, and Licensor shall pay when due all real property taxes and all other taxes, fees and assessments attributable to the Premises and this License Agreement.

13. Termination. This License Agreement may be terminated without further liability except as set forth herein, on thirty (30) days prior written notice as follows: (i) by either party upon default of any covenant, condition, or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default; (ii) by Licensee if it does not obtain or maintain, licenses, permits or other approvals necessary to the construction or operation of Licensee's Facilities; (iii) by Licensee if Licensee is unable to occupy or utilize the Premises due to ruling or directive of the FCC or other governmental or regulatory agency, including, but not limited to, a take back of channels or changes in frequencies; or (iv) by Licensee for any reason. Except as set forth herein, upon termination, Licensor shall return to Licensee any prepaid rent. In the event this License Agreement is terminated due to a default by Licensee or Licensee terminates this Agreement pursuant to (ii) or (iv) above, Licensee shall pay Licensor a termination penalty as follows: (a) If such termination occurs during the first five (5) years of the term (years 1-5), there will be a penalty equal to two (2) years of the rent then in effect; (b) If such termination occurs during the second 5-year term (years 6-10), the penalty shall be equal to one (1) year of the rent then in effect; and (c) If such termination occurs during the third or fourth 5-year terms (years 11-20), then no penalty will be imposed.

14. Destruction of Premises. If the Premises or Licensor's Real Property is destroyed or damaged so as to prevent Licensee's effective use of the Premises and Licensor's Real Property for the ongoing operation of a wireless communications site, Licensee may elect to terminate this License Agreement as of the date of the damage or destruction by so notifying Licensor no more than thirty (30) days following the date of damage or destruction. In such event, all rights and obligations of the parties, which do not survive the termination of this License Agreement, shall cease as of the date of the damage or destruction.

15. Condemnation. If a condemning authority takes all of Licensor's Real Property, or a portion, which is sufficient to render the Premises unsuitable for Licensee's ongoing operation of a wireless communications site, then this License Agreement shall terminate as of the date when possession is delivered to the condemning authority. In any condemnation preceding each party shall be entitled to make a claim against the condemning authority for just compensation recoverable under applicable condemnation law. Sale of all or part of the Premises to a purchaser with the power of eminent domain in the face of the exercise of its power of eminent domain shall be treated as a taking by a condemning authority.

16. Insurance.

(a.) Licensee shall maintain the following insurance: (1) Commercial General Liability with limits of Five Million Dollars (\$5,000,000.00) per occurrence and in the aggregate, (2) Automobile Liability with a combined single limit of One Million Dollars (\$1,000,000.00) per accident, (3) Workers Compensation as required by law, and (4) Employer's Liability with limits of One Million Dollars (\$1,000,000.00) per occurrence.

(b.) The City and its officers, agents, employees and volunteers shall be named as additional insureds with respect to General Liability and Automobile Liability insurance. Licensee shall furnish to Licensor a certificate, or certificates of

insurance with endorsements, with an insurance carrier(s) with AM Best ratings of at least A-VII on forms acceptable to the Licensor. Licensee shall furnish prior to or contemporaneously with the execution of this Agreement certificates of Insurance and endorsements. The certificates and endorsements for each insurance policy are to be signed by person authorized by the insurer to bind coverage on its behalf.

- (c.) Each certificate shall provide that insurers will not cancel without endeavoring to provide at least thirty (30) days prior written notice to Licensor.
- (d.) The minimum insurance coverage shall be as follows:
 - (i.) Commercial general liability insurance which includes, but is not limited to, personal injury, property damage, losses related to independent contractors, products and equipment, explosion, collapse and underground hazards shall be in the amount of not less than a combined single limit of five million dollars for one or more persons injured and property damage in each occurrence and in the aggregate. This insurance shall name Licensor as additional insured solely as respects this project on a primary basis, Licensor, as well as its officers, employees, agents and volunteers. To the extent insurance applies, the insurer shall assume the defense of Licensor, its officers, employees, agents and volunteers from all suits, actions, damages or claims of every type and description to which they may be subjected or put by reason of, or resulting from the construction or installation of Licensee's Facilities, except as respects suits, actions, damages or claims arising out of intentional or negligent acts of Licensor, its officers, employees, agents or volunteers.
- (e.) Each policy of insurance shall be with insurers with a Best' rating of no less than A: minus VII, and specify that:
 - (i.) The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverages afforded shall apply as if those separate policies had been insured to each insured, and
 - (ii.) It acts as primary insurance and that no insurance held by Licensor shall be called upon to cover either in full or in part, any loss covered under the policy.

17. Assignments or Transfers. Prior to the lien-free completion of construction of Licensee's Facilities, this Agreement and the interest of Licensee under this Agreement may not be assigned (except to Licensee's affiliates, as defined below) without the prior written consent of Licensor in each instance. Subsequent to completion of such construction, and with the prior consent of Licensor, this Agreement and the interest of Licensee under this Agreement may be assigned to any person, firm or corporation, provided that (with the exception of any permitted assignment as described below) to which the following requirements shall not apply): (a) no such assignment shall be effective for any purpose unless and until (i) the assignor's interest in Licensee's facilities shall be transferred to the assignee of this Agreement and (ii) there shall be delivered to Licensor (A) a duplicate original of the instrument or instruments of transfer of this Agreement and of the assignor's interest in the Licensee's Facilities in recordable form, containing the name and address of the transferee and (B) an instrument of assumption by the transferee of all of Licensee's obligations under this Agreement; and (b) no such assignment and

assumption shall operate or be deemed to operate as a release of the within-named Licensee and/or the duties, obligations and liabilities of Licensee (and/or any guarantor or guarantors of the duties, obligations and liabilities of the within-named Licensee) under this Agreement.

Notwithstanding anything set forth above to the contrary, Licensee shall have the right, without Licensor's consent, to sublicense or assign its rights under this Agreement to any of its subsidiaries, affiliates or successor legal entities or to any entity acquiring substantially all of the assets of Licensee.

18. Co-location. Licensee shall have the right to permit other communications providers (Additional Providers) to occupy space in any equipment enclosure installed by Licensee on the Premises with Licensor's prior written consent, which consent shall not be unreasonably withheld, provided that any such Additional Provider shall be bound by all the duties and obligations of this License Agreement and that Licensee shall be primarily liable to Licensor for such Sub-licensee's performance under this License Agreement (Sublicense). In any such Sublicense, Licensee shall be entitled to charge the Sub-licensee rent or fees in order to recover a prorata portion of the expenses which Licensee advanced to develop Licensee's Facilities at the Premises and to provide utilities to the Premises. As a condition precedent to the effectiveness of any Sub-license agreement with any Additional Provider, Licensee agrees that such Additional Provider shall be obligated, prior to installation of their facilities, to enter into a separate license agreement with Licensor.

19. Nondisturbance and Quiet Enjoyment:

(a) So long as Licensee is not in default under this License Agreement, Licensee shall be entitled to quiet enjoyment of the Premises during the term of this License Agreement or any Renewal Term, and Licensee shall not be disturbed in its occupancy and use of the Premises.

20. Indemnification.

(a) **Licensee's Indemnity.** Licensee hereby agrees to indemnify and hold Licensor and Licensor's officers, directors, partners, shareholders, employees, agents, volunteers, contractors or subcontractors harmless from and against any and all losses, claims, liabilities, damages, costs and expenses (including reasonable attorney's fees and costs) and injuries (including personal injuries or death) arising from or in connection with Licensee's use, operation, maintenance or repair of Licensee's Facilities at the Premises or access over Licensor's Real Property or Licensee's shared use of Licensor's easements for access to the Premises, except to the extent 100% attributable to the negligent or intentional act or omission of Licensor, its officers, directors, partners, shareholders, employees, agents, volunteers, contractors or subcontractors.

(b) **Survival of Indemnity Provisions.** The indemnity provisions of this section shall survive the cancellation or expiration of this License Agreement.

21. Environmental Issues; Historic Preservation; Hazardous Materials. Licensee shall not bring any hazardous materials onto the Premises except for those contained in its back-up power batteries (lead acid batteries) and common materials used in telecommunications operations, such as cleaning solvents. As of the Effective Date of this Agreement Licensee hereby represents and warrants that it shall not use, generate, handle, store or dispose of any Hazardous Material in, on, under, upon or affecting the Property in violation of any applicable law or regulation, The provisions of this Paragraph 21 shall apply as of the Effective Date of this Agreement and survive termination of this Agreement. "Hazardous Material" means any solid, gaseous or liquid wastes (including hazardous wastes), regulated substances, pollutants or contaminants or terms of similar import, as such terms are defined in any

applicable environmental law or regulation, and shall include, without limitation, any petroleum or petroleum products or by-products, flammable explosives, radioactive materials, asbestos in any form, polychlorinated biphenyls and any other substance or material which constitutes a threat to health, safety, property or the environment or which has been or is in the future determined by any governmental entity to be prohibited, limited or regulated by any applicable environmental law or regulation.

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

Licensors: City of Folsom
Parks and Recreation Department
50 Natoma Street
Folsom, CA 95630-2692
Attn: Director
Telephone: (916) 355-7304
Facsimile: (916) 351-5931

Licensee: New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site #: CN1613A; Cell Site Name: Dam Rd. (CA)
Fixed Asset No: 10101326
12555 Cingular Way, Suite 1300
Alpharetta, GA 30004

With a required copy of the notice sent to the addresses above to AT&T Legal at:

If sent via certified or registered mail:

New Cingular Wireless PCS, LLC
Attn: AT&T Legal Department
Re: Cell Site #: CN1613A; Cell Site Name: Dam Rd. (CA)
Fixed Asset No: 10101326
P O Box 97061
Redmond, WA 98073-9761

Or, if sent via nationally recognized overnight courier:

New Cingular Wireless PCS, LLC
Attn: AT&T Legal Department
Re: Cell Site #: CN1613A; Cell Site Name: Dam Rd. (CA)
Fixed Asset No: 10101326
16331 NE 72nd Way
Redmond, WA 98052-7827

Licensors or Licensee may from time to time designate any other address for notices or deliveries by thirty (30) days prior written notice to the other party.

23. Miscellaneous.

(a) **Severability.** If any provision of the License Agreement is held to be invalid or unenforceable by a court of competent jurisdiction with respect to any party, the remainder of this License Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable shall not be affected, and each provision of this License Agreement shall be valid and enforceable to the fullest extent permitted by law.

(b) **Binding Effect.** Each party represents and warrants that said party has full power and authority, and the person(s) executing this License Agreement have full power and authority, to execute and deliver this License Agreement, and that this License Agreement constitutes a valid and binding obligation of each party, enforceable in accordance with its terms. This License Agreement shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.

(c) **Waivers.** No provision of this License Agreement shall be deemed to have been waived by a party unless the waiver is in writing and signed by the party against whom enforcement of the waiver is attempted. No custom or practice, which may develop between the parties in the implementation or administration of the terms of this License Agreement, shall be construed to waive or lessen any right to insist upon strict performance of the terms of this License Agreement.

(d) **Venue:** This Agreement shall be deemed to be made in, and the rights and liabilities of the parties, and the interpretation and construction of the Agreement governed by and construed in accordance with the laws of the State of California. Any legal action arising out of this Agreement shall be filed in and adjudicated by a court of competent jurisdiction in the County of Sacramento, State of California.

(e) **Attorneys' Fees and Costs.** The substantially prevailing party in any legal claim arising hereunder shall be entitled to its reasonable attorneys' fees and court costs.

(f) **Survival.** Terms and conditions of this License Agreement, which by their sense and context survive the termination, cancellation, or expiration of this License Agreement will so survive.

(g) **Memorandum of License.** Licensor acknowledges that a Memorandum of Agreement substantially in the form annexed hereto as Exhibit C will be recorded by Licensee in the Official Records of the County where the Property is located.

(h) **Entire Agreement; Amendments.** This License Agreement constitutes the entire agreement and understanding between the parties regarding Licensee's license of the Premises and supersedes all offers, negotiations and other agreements concerning the subject matter contained herein. There are no representations or understandings of any kind not set forth herein. Any amendments to this License Agreement must be in writing and executed by authorized representatives of both parties.

(i) **No Presumptions Regarding Preparation of License Agreement.** The parties acknowledge and agree that each of the parties have been represented by counsel or has had full opportunity to consult with counsel and that each of the parties has participated in the negotiation and drafting of this License Agreement. Accordingly, it is the intention and agreement of the parties that the language, terms and conditions of this License Agreement are not to be construed in any way against or in favor of any party hereto by reason of the roles and responsibilities of the parties or their counsel in connection with the preparation of this License Agreement.

(j) **Remedies.** The specified remedies to which each party may resort under the terms of this Agreement are cumulative and are not intended to be exclusive of any other remedies or means of redress to which each party may be lawfully entitled in case of any breach or threatened breach by Licensee of any provision of this Agreement. The failure of either party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement or to exercise any option in this Agreement shall not be construed as a waiver or a relinquishment for the future of such covenant or option. A receipt by Licensor of Rent with knowledge of the breach of any covenant of this Agreement shall not be deemed a waiver of such breach, and no waiver either party of any provision of this Agreement shall be deemed to have been made unless expressly in writing and signed by each party.

(k) This Agreement cannot be changed orally, but only by an agreement in writing signed and acknowledged by Licensee and Licensor.

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

LICENSEE:

New Cingular Wireless PCS, LLC
A Delaware Limited Liability Company

By: AT&T Mobility Corporation

Its: Managing Member

Tax I.D. Number

By:

Michael Guilford, Real Estate and Construction Manager
Its: Authorized Signatory under Schedule of Authorization

Date

Each of the above signatures must be notarized either on the form below or attach a separate Certificate of Acknowledgment, pursuant to Civil Code, Section 1189.

CITY OF FOLSOM, A Political Subdivision of the State of California:

Date

5/19/10

Kerry Miller, City Manager

ATTEST:

ATTEST:

Christa Freeman, City Clerk
5/19/10

James W. Francis, Finance Director / CFO

ORIGINAL APPROVED AS TO CONTENT:

ORIGINAL APPROVED AS TO FORM:

Robert Goss, Parks & Recreation Director

Bruce C. Cline, City Attorney

STATE OF California)

COUNTY OF Alameda)

On April 26th 2010 before me, Ellen Magnie, the undersigned, a Notary Public in and for said State, personally appeared _____

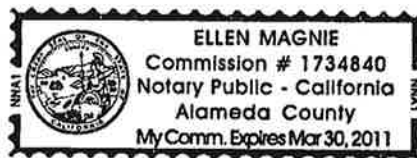
Michael Gumbord, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument 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 Ellen Magnie

Name Ellen Magnie
(typed or printed)



(Seal)

STATE OF _____)

COUNTY OF _____)

On _____ before me, _____, the undersigned, a Notary Public in and for said State, 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 _____

Name _____
(typed or printed)

(Seal)

Certificate of Acknowledgment pursuant to Civil Code, Section 1189, must be completed for each Corporate officer's signature.

STATE OF CALIFORNIA)
) ss

COUNTY OF SACRAMENTO)

On this _____, before me, _____, Notary Public, State of
California, (Date) (Name of Notary)

duly licensed and sworn, personally appeared _____ and
_____, known to me (or proved to me on the basis of satisfactory evidence) to
be the persons who executed the above instrument.

**IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the State of California,
County of Sacramento, on the date set forth above in this document.**
(Seal)

Certificate of Acknowledgment pursuant to Civil Code, Section 1189, must be completed for each Corporate officer's signature.

STATE OF CALIFORNIA)
) ss

COUNTY OF SACRAMENTO)

On this _____, before me, _____, Notary Public, State of
California, (Date) (Name of Notary)

duly licensed and sworn, personally appeared _____ and
_____, known to me (or proved to me on the basis of satisfactory evidence) to
be the persons who executed the above instrument.

**IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the State of California,
County of Sacramento, on the date set forth above in this document.**
(Seal)

**EXHIBIT A
TO THE LICENSE AGREEMENT**

DESCRIPTION OF LICENSOR'S REAL PROPERTY

Licensor's Property of which Premises are a part is described as follows:

Title No. 07-5004151
Locate No. CAFNT0934-0934-0010-0005004151

LEGAL DESCRIPTION

EXHIBIT "A"

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

Parcel 1, as shown on that certain Parcel Map entitled "A Portion of 1266.758 Acre Tract, 33 R. S. 3, according to the official plat thereof, filed in the office of the Recorder of Sacramento County, California, on October 29, 1984, in Book 83 of Parcel Maps, at Page 21, Sacramento County Records.

Excepting therefrom all minerals, oil, gas and other hydrocarbon substances lying below a depth of 500 feet from the surface of said land and real property, whether now known, to exist or hereafter discovered, without, however, any right to use the surface of such land and real property, whether now known to exist or any portion thereof above a depth of 500 feet from the surface of such land and real property for any purpose whatsoever, as reserved in that certain deed recorded May 31, 1984 at Page 2626 by and between Angelo K. Tsakopoulos et al and M.J. Brock and Sons, Inc., a Delaware corporation.

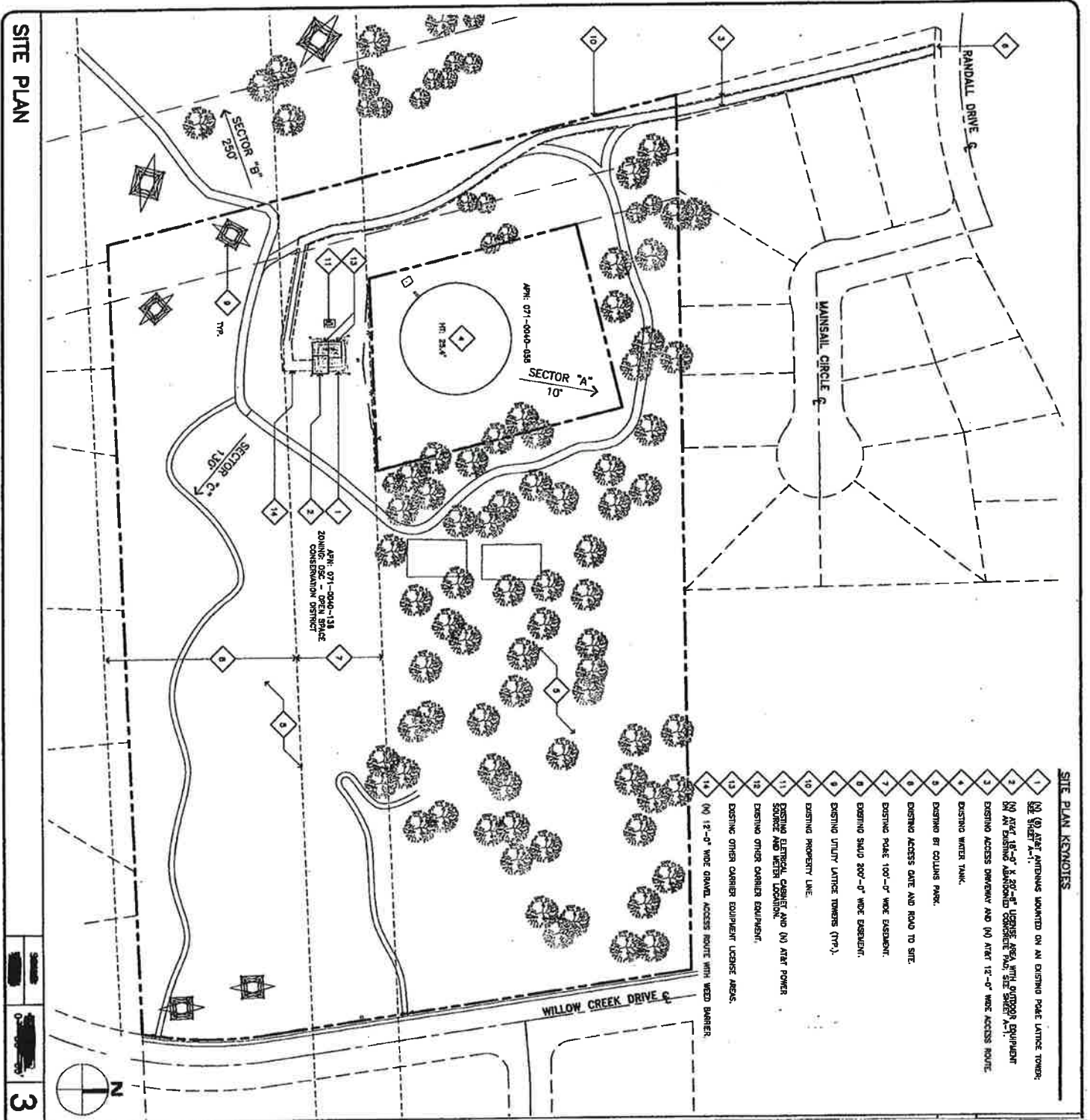
APN: 071-0040-136

**EXHIBIT B
TO THE LICENSE AGREEMENT**

DESCRIPTION OF PREMISES

Page 1 of 2

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



SITE PLAN KEYNOTES

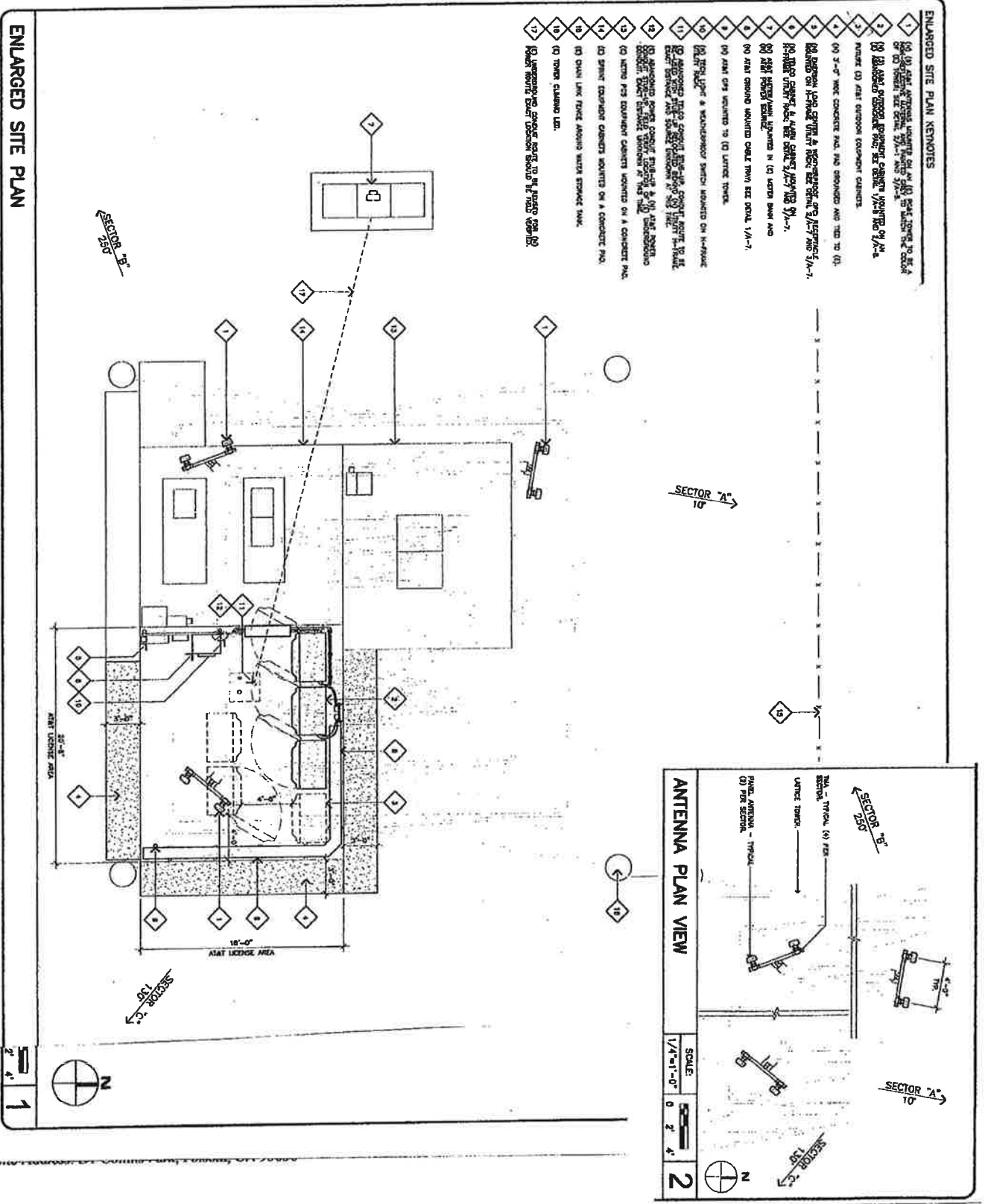
- 1 (N) AT&T ANTENNAS MOUNTED ON AN EXISTING POLE LATTICE TOWER; SEE SHEET A-1.
- 2 (N) AT&T 18'-0" X 20'-0" LICENSE AREA WITH OUTDOOR EQUIPMENT ON AN EXISTING ABANDONED CONCRETE PAD; SEE SHEET A-1.
- 3 EXISTING ACCESS DRIVEWAY AND (N) AT&T 12'-0" WIDE ACCESS ROUTE.
- 4 EXISTING WATER TANK.
- 5 EXISTING BT COLLARS MARK.
- 6 EXISTING ACCESS GATE AND ROAD TO SITE.
- 7 EXISTING POLE 100'-0" WIDE EASEMENT.
- 8 EXISTING SHAED 200'-0" WIDE EASEMENT.
- 9 EXISTING UTILITY LATTICE TOWERS (TTP).
- 10 EXISTING PROPERTY LINE.
- 11 EXISTING ELECTRICAL CABLES AND (N) AT&T POWER SOURCE AND WIREN LOCATION.
- 12 EXISTING OTHER CARRIER EQUIPMENT.
- 13 EXISTING OTHER CARRIER EQUIPMENT LICENSE AREAS.
- 14 (N) 12'-0" WIDE GRAVEL ACCESS ROUTE WITH WOOD BARRIER.

SITE PLAN

3

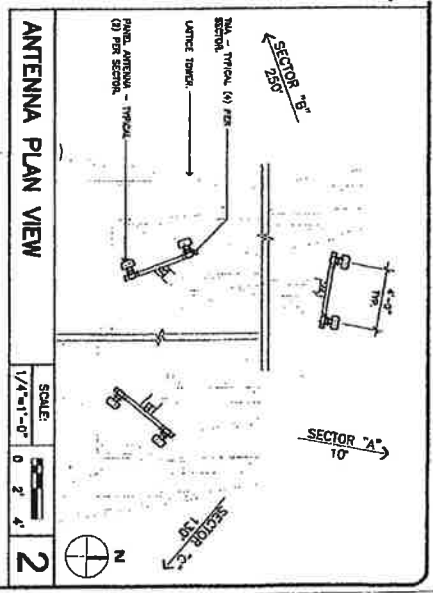
**EXHIBIT B
TO THE LICENSE AGREEMENT
DESCRIPTION OF PREMISES**

Page 2 of 2



ENLARGED SITE PLAN KEYNOTES

- 1 (A) 10' x 10' AGENT DESK AREA. (B) 10' x 10' AGENT DESK AREA. (C) 10' x 10' AGENT DESK AREA. (D) 10' x 10' AGENT DESK AREA.
- 2 (A) 3'-0" WIDE CONCRETE PAD. (B) 3'-0" WIDE CONCRETE PAD. (C) 3'-0" WIDE CONCRETE PAD. (D) 3'-0" WIDE CONCRETE PAD.
- 3 (A) 10' x 10' AGENT DESK AREA. (B) 10' x 10' AGENT DESK AREA. (C) 10' x 10' AGENT DESK AREA. (D) 10' x 10' AGENT DESK AREA.
- 4 (A) 10' x 10' AGENT DESK AREA. (B) 10' x 10' AGENT DESK AREA. (C) 10' x 10' AGENT DESK AREA. (D) 10' x 10' AGENT DESK AREA.
- 5 (A) 10' x 10' AGENT DESK AREA. (B) 10' x 10' AGENT DESK AREA. (C) 10' x 10' AGENT DESK AREA. (D) 10' x 10' AGENT DESK AREA.
- 6 (A) 10' x 10' AGENT DESK AREA. (B) 10' x 10' AGENT DESK AREA. (C) 10' x 10' AGENT DESK AREA. (D) 10' x 10' AGENT DESK AREA.
- 7 (A) 10' x 10' AGENT DESK AREA. (B) 10' x 10' AGENT DESK AREA. (C) 10' x 10' AGENT DESK AREA. (D) 10' x 10' AGENT DESK AREA.
- 8 (A) 10' x 10' AGENT DESK AREA. (B) 10' x 10' AGENT DESK AREA. (C) 10' x 10' AGENT DESK AREA. (D) 10' x 10' AGENT DESK AREA.
- 9 (A) 10' x 10' AGENT DESK AREA. (B) 10' x 10' AGENT DESK AREA. (C) 10' x 10' AGENT DESK AREA. (D) 10' x 10' AGENT DESK AREA.
- 10 (A) 10' x 10' AGENT DESK AREA. (B) 10' x 10' AGENT DESK AREA. (C) 10' x 10' AGENT DESK AREA. (D) 10' x 10' AGENT DESK AREA.
- 11 (A) 10' x 10' AGENT DESK AREA. (B) 10' x 10' AGENT DESK AREA. (C) 10' x 10' AGENT DESK AREA. (D) 10' x 10' AGENT DESK AREA.
- 12 (A) 10' x 10' AGENT DESK AREA. (B) 10' x 10' AGENT DESK AREA. (C) 10' x 10' AGENT DESK AREA. (D) 10' x 10' AGENT DESK AREA.
- 13 (A) 10' x 10' AGENT DESK AREA. (B) 10' x 10' AGENT DESK AREA. (C) 10' x 10' AGENT DESK AREA. (D) 10' x 10' AGENT DESK AREA.
- 14 (A) 10' x 10' AGENT DESK AREA. (B) 10' x 10' AGENT DESK AREA. (C) 10' x 10' AGENT DESK AREA. (D) 10' x 10' AGENT DESK AREA.
- 15 (A) 10' x 10' AGENT DESK AREA. (B) 10' x 10' AGENT DESK AREA. (C) 10' x 10' AGENT DESK AREA. (D) 10' x 10' AGENT DESK AREA.
- 16 (A) 10' x 10' AGENT DESK AREA. (B) 10' x 10' AGENT DESK AREA. (C) 10' x 10' AGENT DESK AREA. (D) 10' x 10' AGENT DESK AREA.
- 17 (A) 10' x 10' AGENT DESK AREA. (B) 10' x 10' AGENT DESK AREA. (C) 10' x 10' AGENT DESK AREA. (D) 10' x 10' AGENT DESK AREA.



ENLARGED SITE PLAN

2 1

EXHIBIT C

MEMORANDUM OF AGREEMENT

**RECORDED AT REQUEST OF, AND
WHEN RECORDED RETURN TO:**

New Cingular Wireless PCS, LLC,
12555 Cingular Way, Suite 1300
Alpharetta, GA 30004
Attn: Network Real Estate Administration

Re: **Market: Reno/Sacramento**
Cell Site Number: CN1613A
Cell Site Name: Dam Rd
FA Number: 10101326
Address: 828 Willow Creek Drive, Folsom, CA 95630
County: Sacramento

MEMORANDUM OF SITE LICENSE AGREEMENT

APN: 071-0040-136

This Memorandum of Agreement is entered into on this ____ day of _____, _____, by and between the CITY OF FOLSOM, a municipal corporation of the State of California with an office at 50 Natoma Street, Folsom, California 95630 (hereinafter referred to as "Licensor"), and NEW CINGULAR WIRELESS PCS, LLC, a Delaware limited liability company, ("Licensee") whose address is 12555 Cingular Way, Alpharetta, GA 30009, (hereinafter referred to as "Licensee").

1. Licensor and Licensee entered into a Communications Site License Agreement ["Agreement"] on the ____ day of _____, _____, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing are set forth in the Agreement.
2. The term of the Agreement is for five (5) years commencing on the issuance of a local governmental building permit allowing Licensee to construct Licensee's Facilities on the Premise or three (3) months from the date of full execution of this License Agreement, whichever first occurs ("Commencement Date") and terminating on the fifth anniversary of the Commencement Date, with three (3) successive five (5) year options to renew.
3. The Land which is the subject of the Agreement is described in Exhibit A annexed hereto.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

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

LICENSEE:

New Cingular Wireless PCS, LLC
A Delaware Limited Liability Company

By: AT&T Mobility Corporation

Its: Managing Member

Tax I.D. Number

By: **COPY- DO NOT EXECUTE**

Michael Guibord, Real Estate and Construction Manager
Its: Authorized Signatory under Schedule of Authorization

Date

Each of the above signatures must be notarized either on the form below or attach a separate Certificate of Acknowledgment, pursuant to Civil Code, Section 1189.

CITY OF FOLSOM, A Municipal Corporation:

Date

COPY- DO NOT EXECUTE

Kerry Miller, City Manager

ATTEST:

ATTEST:

Christa Schmidt, City Clerk

James W. Francis, Finance Director / CFO

ORIGINAL APPROVED AS TO CONTENT:

ORIGINAL APPROVED AS TO FORM:

Robert Goss, Parks & Recreation Director

Bruce C. Cline, City Attorney

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____ before me, _____, the undersigned, a Notary Public in and for said State, 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 _____

Name _____

(typed or printed)

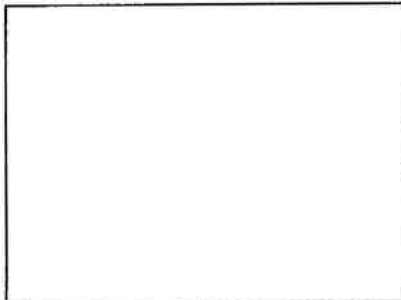
(Seal)

[Notary block for City of Folsom]

STATE OF _____)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that John A. Storch is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the VP Network Deployment of Clearwire US LLC, a Nevada limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____



Notary Public
Print Name _____
My commission expires _____

**Exhibit A
Legal Description**

Title No. 07-5004151
Locate No. CAFNT0934-0934-0010-0005004151

LEGAL DESCRIPTION

EXHIBIT "A"

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

Parcel 1, as shown on that certain Parcel Map entitled "A Portion of 1266.758 Acre Tract, 33 R. S. 3, according to the official plat thereof, filed in the office of the Recorder of Sacramento County, California, on October 29, 1984, in Book 83 of Parcel Maps, at Page 21, Sacramento County Records.

Excepting therefrom all minerals, oil, gas and other hydrocarbon substances lying below a depth of 500 feet from the surface of said land and real property, whether now known, to exist or hereafter discovered, without, however, any right to use the surface of such land and real property, whether now known to exist or any portion thereof above a depth of 500 feet from the surface of such land and real property for any purpose whatsoever, as reserved in that certain deed recorded May 31, 1984 at Page 2626 by and between Angelo K. Tsakopoulos et al and M.J. Brock and Sons, Inc., a Delaware corporation.

APN: 071-0040-136

Exhibit D

SCHEDULE OF FEES OVER INITIAL TERM AND RENEWAL TERMS

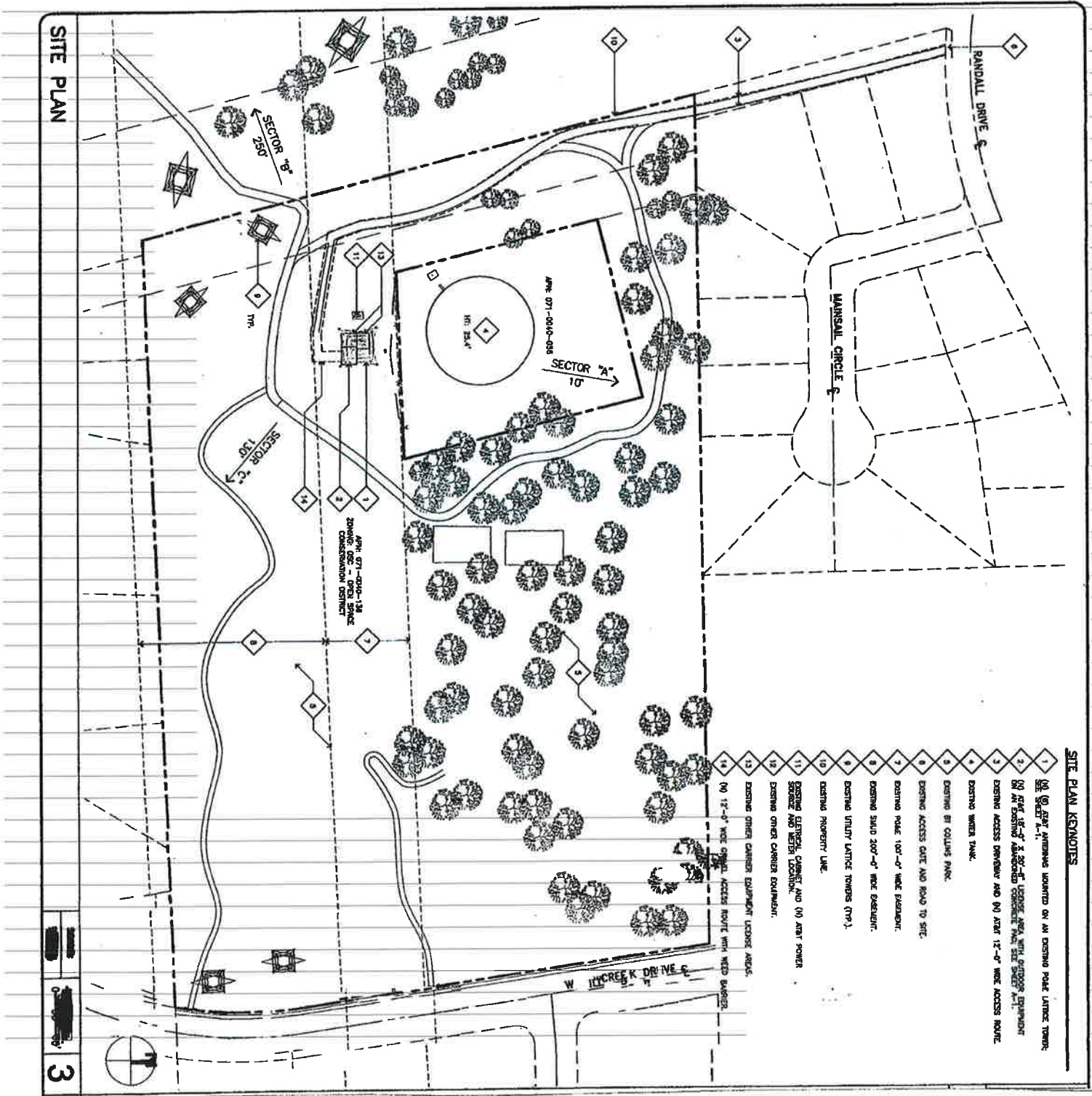
Payment No.	Year	Fee	Payment
1	1	\$21,600.00	\$43,848.00
	2	\$22,248.00	
2	3	\$22,915.44	\$46,518.34
	4	\$23,602.90	
3	5	\$24,310.99	\$24,310.99
4	6	\$25,040.32	\$50,831.85
	7	\$25,791.53	
5	8	\$26,565.28	\$53,927.51
	9	\$27,362.23	
6	10	\$28,183.10	\$28,183.10
7	11	\$29,028.59	\$58,928.05
	12	\$29,899.45	
8	13	\$30,796.44	\$62,516.76
	14	\$31,720.33	
9	15	\$32,671.94	\$32,671.94
10	16	\$33,652.10	\$68,313.76
	17	\$34,661.66	
11	18	\$35,701.51	\$72,474.06
	19	\$36,772.55	
12	20	\$37,875.73	\$37,875.73
		\$580,400.09	\$580,400.09

ATTACHMENT 3

**EXHIBIT B
TO THE LICENSE AGREEMENT
DESCRIPTION OF PREMISES**

Page 1 of 4

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



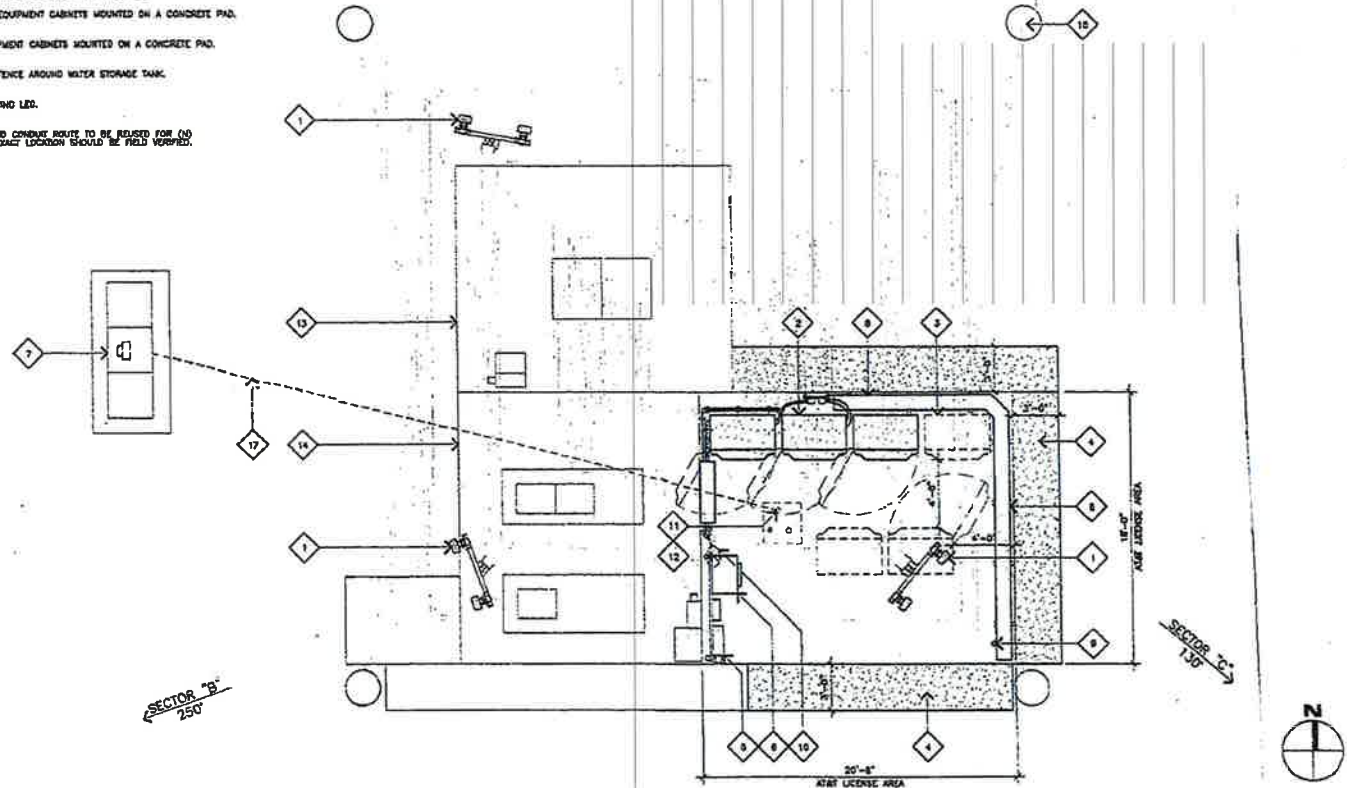
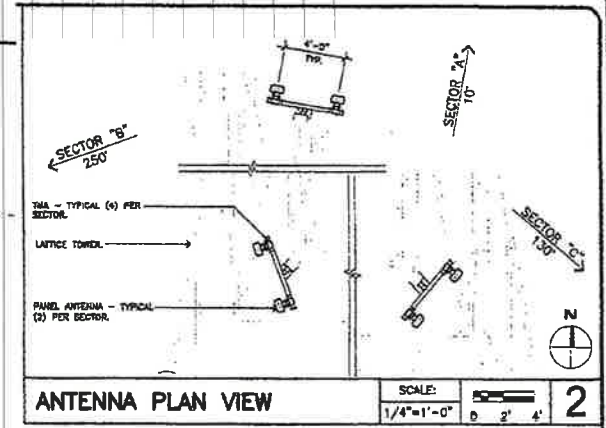
SITE PLAN KEYNOTES

- 1 EXISTING 120' TOWER MOUNTED ON AN EXISTING POLE LATTICE TOWER; SEE SHEET A-1.
- 2 EXISTING 15'-0" X 20'-0" LATTICE AREA WITH ANTENNAE EQUIPMENT ON AN EXISTING DAMAGED CONCRETE PAD; SEE SHEET A-1.
- 3 EXISTING ACCESS DRIVEWAY AND (N) 12'-0" WIDE ACCESS ROUTE.
- 4 EXISTING WATER TANK.
- 5 EXISTING ST. COLLINS PARK.
- 6 EXISTING ACCESS GATE AND ROAD TO SITE.
- 7 EXISTING POLE 100'-0" WIDE EASEMENT.
- 8 EXISTING BUILD 200'-0" WIDE EASEMENT.
- 9 EXISTING UTILITY LATTICE TOWERS (17').
- 10 EXISTING PROPERTY LINE.
- 11 EXISTING ELECTRICAL CABINET AND (N) 120' POWER SERVICE AND WETIN LOCATION.
- 12 EXISTING OTHER CARRIER EQUIPMENT LICENSE AGENTS.
- 13 EXISTING OTHER CARRIER EQUIPMENT LICENSE AGENTS.
- 14 (N) 12'-0" WIDE DRIVEWAY ACCESS ROUTE WITH WIDE BUFFER.

SITE PLAN

ENLARGED SITE PLAN KEYNOTES

- 1 (N) AT&T ANTENNA MOUNTED ON AN (E) POLE TOWER TO BE A NON-REFLECTIVE MATERIAL AND PAINTED GRAY TO MATCH THE COLOR OF (N) TOWER; SEE DETAIL 2/A-1 AND 3/A-8.
- 2 (N) AT&T OUTDOOR EQUIPMENT CABINETS MOUNTED ON AN (N) ABANDONED CONCRETE PAD; SEE DETAIL 1/A-3 AND 2/A-8.
- 3 FUTURE (S) AT&T OUTDOOR EQUIPMENT CABINETS.
- 4 (N) 7'-0" WIDE CONCRETE PAD, PAD GROUNDING AND TIED TO (S).
- 5 (N) EMERSON LOAD CENTER & WEATHERPROOF (S) RECEPTACLE MOUNTED ON H-FRAME UTILITY RACK; SEE DETAIL 2/A-7 AND 3/A-7.
- 6 (N) TELCO CABINET & ALARM CABINET MOUNTED ON H-FRAME UTILITY RACK; SEE DETAIL 2/A-7 AND 3/A-7.
- 7 (N) AT&T METER/HASH MOUNTED IN (C) METER BANK AND (N) AT&T POWER SOURCE.
- 8 (N) AT&T GROUND MOUNTED CABLE TRAY; SEE DETAIL 1/A-7.
- 9 (N) AT&T GPS MOUNTED TO (E) LATTICE TOWER.
- 10 (N) TECH LIGHT & WEATHERPROOF SWITCH MOUNTED ON H-FRAME UTILITY RACK.
- 11 (C) ABANDONED TELCO CONDUIT STUB-UP, CONDUIT ROUTE TO BE RE-EVALUATED WITH FIELD-UP INDICATED EDGEO (N) UTILITY H-FRAME, EXACT DISTANCE AND SOURCE UNKNOWN AT THIS TIME.
- 12 (C) ABANDONED POWER CONDUIT STUB-UP & (N) AT&T POWER SOURCE STUB-UP, FIELD VERIFY LOCATION OF (C) UNDERGROUND CONDUIT, EXACT DISTANCE UNKNOWN AT THIS TIME.
- 13 (C) METRO PCS EQUIPMENT CABINETS MOUNTED ON A CONCRETE PAD.
- 14 (C) SPRINT EQUIPMENT CABINETS MOUNTED ON A CONCRETE PAD.
- 15 (C) CHAIN LINK FENCE AROUND WATER STORAGE TANK.
- 16 (C) TOWER CLIMBING LEG.
- 17 (C) UNDERGROUND CONDUIT ROUTE TO BE RE-EVAL FOR (N) POWER ROUTE, EXACT LOCATION SHOULD BE FIELD VERIFIED.



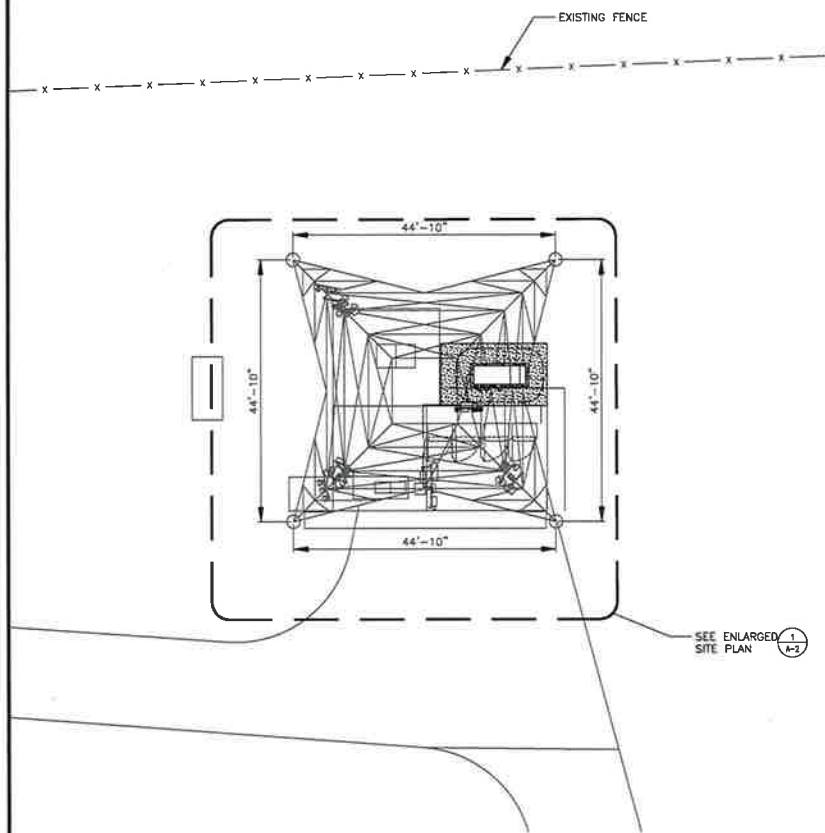
ENLARGED SITE PLAN

1/4" = 1'-0"
0 2' 4'



LEGEND:

---	PROPERTY LINE
x-x	FENCING
-e-e	ELECTRICAL SERVICE
-t-t	TELCO SERVICE
-e/t	ELECTRICAL & TELCO SERVICE

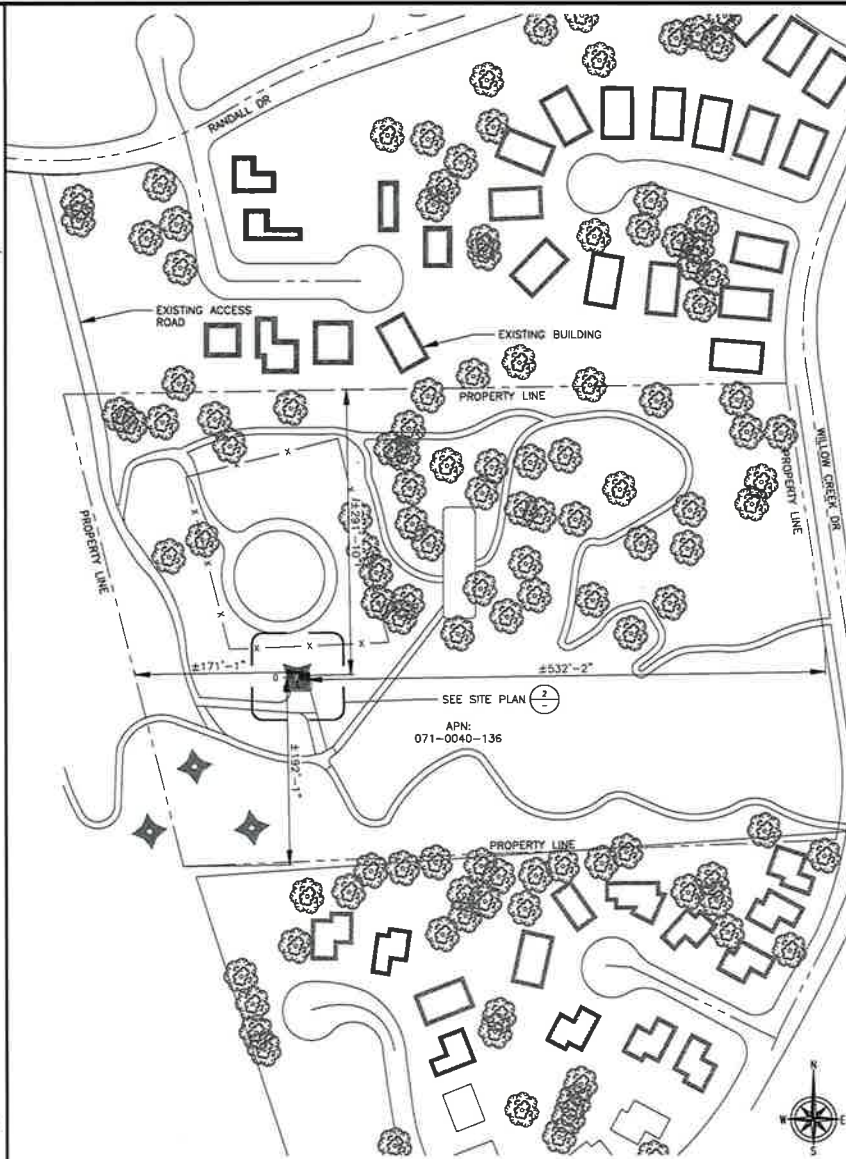


NOTE:
INFORMATION CONTAINED WITHIN DRAWINGS ARE BASED ON PROVIDED INFORMATION AND ARE NOT THE RESULT OF A FIELD SURVEY.



SITE PLAN

22x34" SCALE: 1" = 10'-0"
11x17" SCALE: 1" = 20'-0"



PLOT PLAN

22x34" SCALE: 1" = 100'-0"
11x17" SCALE: 1" = 200'-0"

360 CIVIC DRIVE, SUITE C
PLEASANT HILL, CA 94523

2700 W WATT AVE
SACRAMENTO, CA 95821

**INFINIGY8
ENGINEERING, LLP**

2815 MITCHELL DR, SUITE 215
WALNUT CREEK, CA 94598

REV	DATE	DESCRIPTION
A	04/04/2020	30% CD
B	07/29/2020	100% CD
C	09/23/2020	100% CD
D	10/29/2020	100% CD
E	10/29/2020	100% CD
F	11/12/2020	100% CD
H	03/24/2021	100% CD

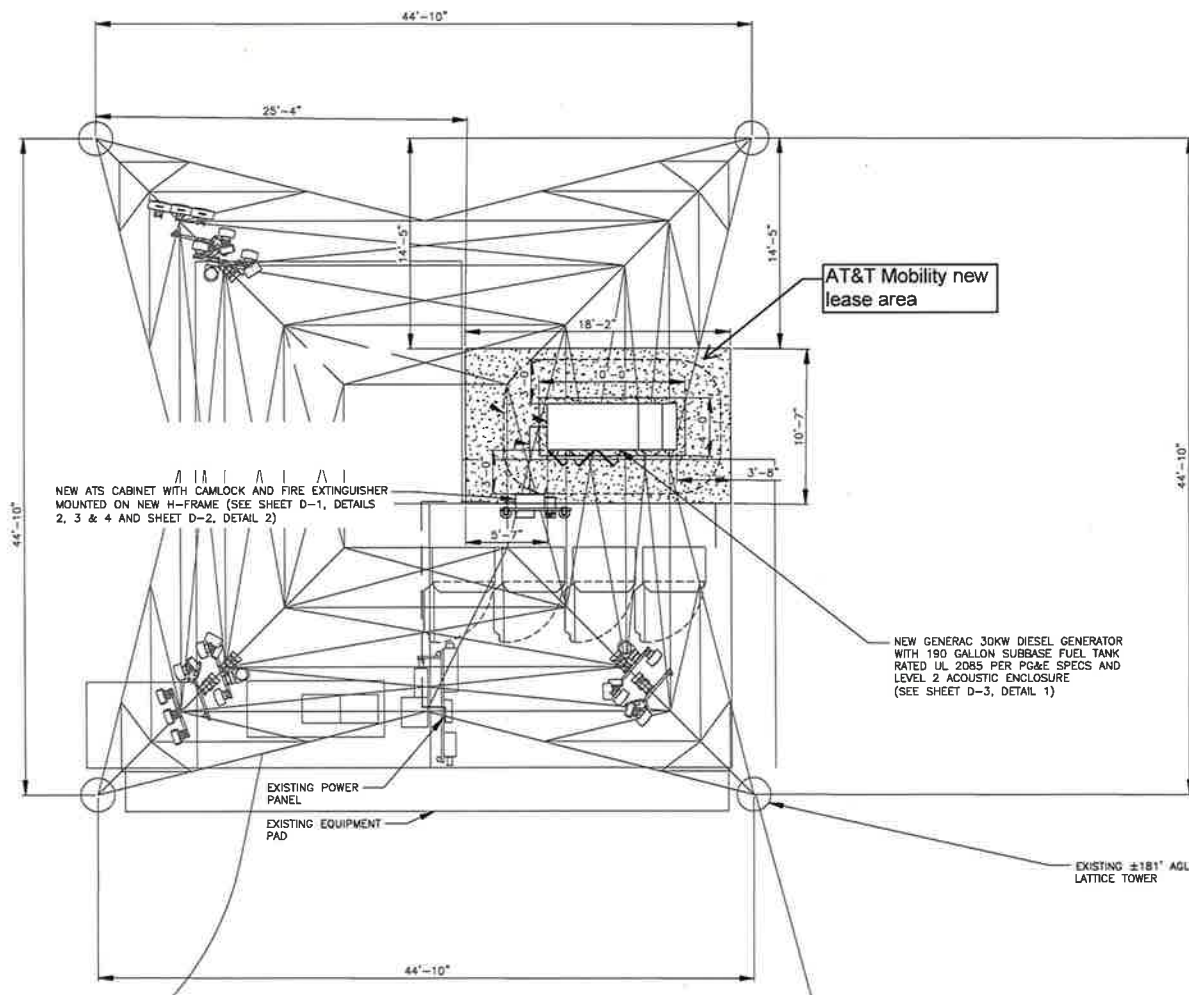
IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER TO ALTER THIS DOCUMENT.

DAM ROAD

CNU1613
828 WILLOW CREEK DRIVE
FOLSOM, CA 95630
10101326

SHEET TITLE
OVERALL SITE PLAN

SHEET NUMBER
A-1



ENLARGED SITE PLAN

22'x34' SCALE 1/4" = 1'-0"
11'x17' SCALE 1/8" = 1'-0"



360 CIVIC DRIVE, SUITE C
PLEASANT HILL, CA 94523

2700 W WATT AVE
SACRAMENTO, CA 95821

INFINIGY8
ENGINEERING, LLP

3815 MITCHELL DR., SUITE 215
WALNUT CREEK, CA 94598

REV	DATE	DESCRIPTION
A	04/08/2010	30K Cdn
B	07/26/2010	100K Cdn
C	09/23/2010	100K Cdn
D	10/29/2010	100K Cdn
E	10/29/2010	100K Cdn
F	11/12/2010	100K Cdn
H	03/28/2011	100K Cdn

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

DAM ROAD
CNU1613
828 WILLOW CREEK DRIVE
FOLSOM, CA 95630
10101326

SHEET TITLE
ENLARGED SITE PLAN

SHEET NUMBER
A-2

ATTACHMENT 4

EXHIBIT D**SCHEDULE OF FEES OVER INITIAL TERM AND RENEWAL TERMS**

Payment No.	Year	Fee	Payment
1	1	\$ 21,600.00	\$ 43,848.00
	2	\$ 22,248.00	
2	3	\$ 22,915.44	\$ 46,518.34
	4	\$ 23,602.90	
3	5	\$ 24,310.99	\$ 24,310.99
4	6	\$ 25,040.32	\$ 50,831.85
	7	\$ 25,791.53	
5	8	\$ 26,565.28	\$ 53,927.51
	9	\$ 27,362.23	
6	10	\$ 28,183.10	\$ 28,183.10
7	11	\$ 29,028.59	\$ 58,928.05
	12	\$ 29,899.45	
8	13	\$ 30,796.44	\$ 62,516.76
	14	\$ 31,720.33	
9	15	\$ 32,671.94	\$ 32,671.94
10	16	\$ 33,652.10	\$ 68,313.76
	17	\$ 34,661.66	
11	18	\$ 35,701.51	\$ 72,474.06
	19	\$ 36,772.55	
12	20	\$ 37,875.73	\$ 37,875.73
13	21	\$ 39,012.00	\$ 79,194.37
	22	\$ 40,182.36	
14	23	\$ 41,387.83	\$ 84,017.30
	24	\$ 42,629.47	
15	25	\$ 43,908.35	\$ 43,908.35
16	26	\$ 45,225.60	\$ 91,807.97
	27	\$ 46,582.37	
17	28	\$ 47,979.84	\$ 97,399.08
	29	\$ 49,419.24	
18	30	\$ 50,901.81	\$ 50,901.81
		\$1,027,628.98	\$1,027,628.98