File No. 250084 **Committee Item No.** 6
Board Item No. 17

COMMITTEE/BOARD OF SUPERVISORS

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Completed by: Brent Jalipa **Date** February 27, 2025
Completed by: Brent Jalipa **Date** March 6, 2025

[Real Property Lease Amendment - Communication and Control, Inc. - Communication Services Facilities in Alameda County - Monthly Base Rent $9,080]

Resolution 1) approving and authorizing the General Manager of the San Francisco Public Utilities Commission (SFPUC) to execute Amendment No. 1 (Amendment) to the Radio Communications Site Lease dated April 1, 2015, between the City and County of San Francisco, through the SFPUC, as the tenant, and Communication and Control, Inc., as the landlord, to allow the SFPUC to expand the leased premises on a portion of Assessor's Parcel No. 096-0090-005-07 in unincorporated Alameda County and operate additional radio communication equipment on the tower located on the premises for an initial monthly base rent of $9,080 for the lease of the expanded premises; 2) affirming the Planning Department's determination under the California Environmental Quality Act, pursuant to Administrative Code, Section 31.04(h); and 3) authorizing the General Manager of the SFPUC and/or City's Director of Property to execute documents, make certain modifications, and take certain actions in furtherance of this Resolution, as defined herein; and to authorize the SFPUC General Manager and/or City Director of Property to enter into any amendments or modifications to the Amendment, including without limitation, the exhibits, that the General Manager determines, in consultation with the City Attorney, are in the best interests of the City, do not materially increase the obligations or liabilities of the City, and are necessary or advisable to effectuate the purposes and intent of the Amendment, or this Resolution, pursuant to Charter, Section 9.118.

WHEREAS, The San Francisco Public Utilities Commission (SFPUC) selects radio sites for their strategic location to meet communication coverage requirements throughout the SFPUC Water Enterprise's seven-county, 2,400-square mile radio coverage area; and

WHEREAS, Communications and Control, Inc., a California corporation (the Landlord), owns real property in unincorporated Alameda County, California, known as Assessor's Parcel No. 096-0090-005-07, more commonly known as Mt. Allison (the Property); and

WHEREAS, The Landlord owns and operates communication towers and equipment shelters, and other appurtenances and improvements on the Property; and

WHEREAS, On November 1, 2005, the City and County of San Francisco (the City), through the SFPUC, entered into a Radio Communications Site Lease with the Landlord, and on July 1, 2012, the SFPUC entered into a subsequent Radio Communications Site Lease with the Landlord (together, the Original Leases) to lease certain space on the Property for the SFPUC's antennas and equipment (SFPUC Facilities); and

WHEREAS, The Original Leases expired, and, on April 1, 2015, the parties entered into a new Radio Communications Site Lease (Existing Lease), which allows the SFPUC to 1) continue leasing space on the Property for SFPUC Facilities (Existing Premises); 2) construct a new tower for one of the City's existing antennas and affix an additional antenna; and 3) lease other space in the shelter for additional equipment; and

WHERES, On July 8, 2014, by Resolution No. 14-0112, the SFPUC Commission authorized the General Manager to execute the Existing Lease and to enter into any future amendments to add additional facilities or expand the premises to include additional SFPUC communications antennas and equipment, provided that such amendments do not increase the rent under the Existing Lease by more than 20 percent); and

WHEREAS, On October 28, 2014, by Resolution No. 401-14, this Board of Supervisors authorized the General Manager of the SFPUC to execute the Existing Lease with the Landlord, on the terms described above; and

WHEREAS, The Existing Lease provides the SFPUC with a five-year initial term, plus four options to extend for five years each, which extend automatically unless the SFPUC gives at least 90 days' notice not to extend; and

WHEREAS, The SFPUC is presently under the first five-year extension term and currently pays the Landlord $5,714 per month, plus certain utility costs for its use of the Existing Premises; and

WHEREAS, The City, through the SFPUC, seeks to execute an amendment (the proposed Amendment) to expand the area of the Existing Premises (the Existing Premises plus the expansion area are collectively, the Expanded Premises) and allow the SFPUC to install, operate, and maintain additional equipment within the existing equipment shelter and on the tower located on the Existing Premises (Additional SFPUC Facilities); and

WHEREAS, On September 26, 2022, the Planning Department determined the SFPUC - Water Radio Replacement Project, East Bay Sites to be categorically exempt from environmental review under the California Environmental Quality Act (CEQA) Guidelines Sections 15301, Class 1 (Existing Facilities) and 15302, Class 2 (Replacement or Reconstruction) under Case Number 2022-008210ENV; and

WHEREAS, Mt. Allison is one of the East Bay Water Radio Replacement Project sites, and the work contemplated under the Amendment is within the scope of work authorized under the Categorical Exemption; and

WHEREAS, Copies of the CEQA findings by the Planning Department are on file with the Clerk of the Board of Supervisors in File No. 250084, and are incorporated in the Resolution by this reference as if set forth fully herein; and

WHEREAS, The Monthly Base Rent for the Expanded Premises is $9,080, subject to adjustment as provided in the Existing Lease; and

WHEREAS, The City also agrees to assume responsibility for the Pacific Gas and Electric Company (PG&E) meter and pay all electrical costs directly, and the Landlord agrees to pay for all gas costs; and

WHEREAS, The $3,366 monthly rent increase for the Additional SFPUC Facilities is greater than 20% of the current rent under the Existing Lease, requiring the approval of the Amendment by the SFPUC Commission, the Board of Supervisors, and the Mayor; and

WHEREAS, On January 14, 2025, by Resolution No. 25-0005, the SFPUC Commission approved and authorized the General Manager to execute the Amendment subject to the Board of Supervisors' and Mayor's approval; now, therefore, be it

RESOLVED, That this Board of Supervisors approves and authorizes the General Manager of the SFPUC to execute the Amendment; and, be it

FURTHER RESOLVED, That this Board of Supervisors finds that the SFPUC – Water Radio Replacement Project, East Bay Sites to be categorically exempt from environmental review under the California Environmental Quality Act (CEQA) Guidelines Sections 15301, Class 1 (Existing Facilities) and 15302, Class 2 (Replacement or Reconstruction) as set forth in the Planning Department's Environmental Review dated September 26, 2022; and, be it

FURTHER RESOLVED, That this Board of Supervisors authorizes the General Manager of the SFPUC and/or City's Director of Property to execute documents, make certain modifications, and take certain actions in furtherance of this Resolution, as defined herein; and, be it

FURTHER RESOLVED, That this Board of Supervisors authorizes the SFPUC General Manager and/or City Director of Property to enter into any amendments or modifications to the Amendment, including without limitation, the exhibits, that the General Manager determines, in consultation with the City Attorney, are in the best interests of the City; do not materially

increase the obligations or liabilities of the City; are necessary or advisable to effectuate the purposes and intent of the Amendment, or this resolution; and, be it

FURTHER RESOLVED, That within 30 days of the execution of the Amendment, the General Manager of the SFPUC shall provide the signed revised Amendment to the Clerk of the Board of Supervisors for inclusion in the official file.

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SAN FRANCISCO PUBLIC UTILITIES COMMISSION

AMENDMENT NO. 1 TO RADIO COMMUNICATIONS SITE LEASE

THIS AMENDMENT NO. 1 TO RADIO COMMUNICATIONS SITE LEASE (this "**First Amendment**"), dated as of December 16, 2024 for reference purposes, is made by and between the **CITY AND COUNTY OF SAN FRANCISCO**, a municipal corporation ("**City**" or "**Tenant**"), acting by and through its **PUBLIC UTILITIES COMMISSION** (the "**SFPUC**"), and **COMMUNICATION AND CONTROL, INC.**, a California corporation ("**Landlord**"). City and Landlord sometimes are referred to collectively in this First Amendment as the "**Parties**" or singularly as a "**Party**."

RECITALS

A. Landlord owns the real property located in Alameda County, California, designated as Assessor's Parcel No. 096-0090-005-07, and more commonly known as Mt. Allison (the "**Property**"). Pursuant to a Radio Communications Site Lease dated November 1, 2005, and a Radio Communications Site Lease dated July 1, 2012, between Landlord and City, through the SFPUC (together, the "**Original Leases**"), City leased from Landlord, certain space on the Property on which Landlord owns and operates communications towers (collectively, the "**Tower**") and equipment shelters and other associated ground facilities (collectively, the "**Existing Premises**") for the SFPUC's antennas and equipment (collectively, the "**City Facilities**") as shown and described in the attached **Exhibit B**.

B. The Original Leases expired, and the Parties entered into a new Radio Communications Site Lease dated April 1, 2015 (the "**Current Lease**"), which allows City to **(1)** continue leasing the Existing Premises, **(2)** construct a new tower for one of City's existing antennas and affix an additional antenna, and **(3)** lease other space in the shelter for additional equipment as shown and described in the attached **Exhibit B**. The Current Lease is attached to this First Amendment as **Exhibit A**.

C. The Current Lease provides City with a nonexclusive license for the placement and maintenance of antenna cables and other appurtenances, and vehicular and pedestrian access to and from the Premises.

D. The Parties now desire to amend the Current Lease to expand the area of the Existing Premises and allow the SFPUC to install, operate, and maintain additional equipment within the existing equipment shelter and antenna appurtenances on the tower located on the Existing Premises (all described as the "**Additional City Facilities**"), as shown and described in the attached **Exhibit C** (the "**Expanded Premises**"), on the terms and conditions set forth in the Current Lease, as amended by this First Amendment.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Definitions**. Capitalized terms not otherwise defined in this First Amendment have the meanings as set forth in the Current Lease.

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2. **Effective Date**. This First Amendment will become effective on, and the Current Lease will be amended as of and after, the date (the "**Amendment Effective Date**") that this First Amendment is fully executed and delivered by the Parties.

3. **Amendments to Current Lease**. The Current Lease is hereby amended as follows:

3.1 **Section 1 - Basic Lease Information**. The following subsections in **Section 1** of the Current Lease are hereby amended and restated as follows:

*Premises (**Section 2.1**):*	*The Existing Premises are shown and described in the attached **Exhibit B** and the Expanded Premises are shown and described in the attached **Exhibit C** (together, the "**Premises**").*
*Base Rent (**Section 4.1**):*	*The Monthly Base Rent for the Existing Premises is $5,713.51, subject to adjustment as provided in **Section 4.2** (Adjustments in Base Rent).* *The Monthly Base Rent for the approved Additional City Facilities is $3,366.00 as shown and described in the attached **Exhibit D** (the "**Additional SFPUC Equipment Rent**").*
Key Contact for Tenant:	*Alan Lane, SFPUC Radio Communications Manager*
Telephone No.:	*(415) 535-3131*
Secondary Key Contact for Tenant:	*Jennifer Hopkins, SFPUC Chief Information Officer*
Telephone No.:	*(415) 934-3921*

3.2 **Section 11.1**. Section 11.1 is hereby amended and restated as follows:

Utilities and Services. *During the Term, Landlord shall furnish, or cause to be furnished to the Premises, the following utilities or services necessary or appropriate for City's use and enjoyment of the Premises including, but not limited to:* ***(a)*** *Climate control (HVAC) in the shelter portion of the Premises in amounts required for City's comfortable use and operation of the shelter portion of the Premises and Tenant's Equipment on a twenty-four (24) hours-a-day, three hundred sixty-five (365) days-a-year basis ("**Daily Basis**") maintaining a temperature range from not less than -30 and not greater than 60 °C (-22 to +140 °F), and* ***(b)*** *telephone service in the form of at least one voice PSN telephone line with call in capability in the shelter. During the Term, Landlord shall provide a fuel powered electrical generator for the benefit of the Premises in the event of emergency or interruption of utility service. Landlord does not guarantee that the generator will function; however, Landlord will provide maintenance and servicing of the generator in accordance with manufacturer recommendations,*

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including regular general inspection, lubrication service, cooling system service, fuel system service, servicing and testing starting batteries and regular engine exercise.

During the Term, Tenant will take over the applicable electrical utility meter on this PG&E account from Landlord and pay all electrical costs.

Tenant shall not: ***(a)*** *connect or use any electrical equipment that exceeds the capacity of the electrical system(s) on the Property; or* ***(b)*** *connect any apparatus, machine or device through electrical outlets except in the manner for which such outlets are designed, except for such modifications as may be shown on the Approved Plans and for any other such modifications at Tenant's sole cost as are reasonably approved in writing in advance by Landlord.*

Landlord shall pay for all gas costs.

3.3 Section 28.23 – Notification of Limitations on Contributions. Section 28.23 is hereby amended and restated as follows:

Sunshine Ordinance; Public Records Law. *Through its execution of this Lease, Landlord acknowledges its obligations under Section 1.126 of the San Francisco Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the selling or leasing of any land or building to or from the City whenever the transaction would require the approval by a City elected officer, the board on which that City elected officer serves, or a board on which an appointee of that elected officer serves, from making any campaign contribution to (1) the City elected officer if the contract must be approved by that official, (2) a candidate for the City elective office, or (3) a committee controlled by the elected officer or candidate, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for the contract or twelve (12) months after the date the contract is approved. Landlord acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same elected officer or board in a fiscal year have a total anticipated or actual value of $100,000 or more. Landlord further acknowledges that* ***(i)*** *the prohibition on contributions applies to each Landlord; each member of Landlord's board of directors, and Landlord's chief executive officer, chief financial officer, and chief operating officer; any person with an ownership interest of more than ten percent (10%) in Landlord; any subcontractor listed in the contract; and any committee that is sponsored or controlled by Landlord and* ***(ii)*** *within thirty (30) days of the submission of a proposal for the Lease, the City department with whom Landlord is contracting is obligated to submit to the Ethics Commission the parties to the Lease and any sublicensee. Additionally, Landlord certifies that it has informed each such person of the limitation on contributions imposed by Section 1.126 by the time it submitted a proposal for the lease and has provided the names of the persons required to be informed to the City department with whom it is leasing.*

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3.4 **Section28.34**. Section 28.34 is hereby added to the Current Lease:

Recording. *Landlord agrees that it will not record this Lease nor any memorandum or short form of this Lease in the Official Records of any county of the State of California.*

4. **Miscellaneous**.

4.1 **Reference**. No reference to this First Amendment is necessary in any instrument or document at any time referring to the Current Lease. Any future reference to the Lease will be deemed a reference to the Current Lease as amended by this First Amendment.

4.2 **Entire Agreement; No Other Amendment**. The Current Lease will continue in full force and effect as amended by this First Amendment. The Current Lease as amended by this First Amendment constitutes the entire agreement between City and Landlord regarding the subject matter of the Current Lease and supersedes and cancels all previous negotiations, agreements, or understandings, if any, regarding the matters contained in the Current Lease as amended by this First Amendment. In the event of any conflict between the terms of the Current Lease and the terms of this First Amendment, the terms of this First Amendment will control.

4.3 **Applicable Law**. This First Amendment will be governed by, construed, and enforced in accordance with the laws of the State of California and City's Charter.

4.4 **Further Instruments**. City and Landlord will execute such further instruments and to take such further actions as may be reasonably required to carry out the intent of this First Amendment.

City and Landlord are deemed to have executed this First Amendment as of this ____ day of _____, 2025.

LANDLORD:

COMMUNICATION & CONTROL, INC.,
a California corporation

DocuSigned by:
By: Scott McQueen
36D754125DD94DF...
SCOTT MCQUEEN
Its: Vice President, Operations

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CITY:

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By: _____
DENNIS J. HERRERA
General Manager
San Francisco Public Utilities Commission
(authority pursuant to SFPUC Resolution
No. 24-0185)

APPROVED AS TO FORM:

DAVID CHIU, City Attorney

By: _____
Anna Parlato Gunderson
Deputy City Attorney

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EXHIBIT A

Current Lease

[see attached]

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PUBLIC UTILITIES COMMISSION

EDWIN M. LEE, MAYOR

RADIO COMMUNICATIONS SITE LEASE

between

CITY AND COUNTY OF SAN FRANCISCO,
as Tenant

and

COMMUNICATION & CONTROL, INC.
as Landlord

For the lease of
Telecommunication Facilities
at Mount Allison
Alameda County, California

Dated April 1, 2015

PUBLIC UTILITIES COMMISSION

Ann Moller Caen – President
Francesca Vietor – Vice President
Anson B. Moran – Commissioner
Vince Courtney – Commissioner
Ike Kwon – Commissioner

Harlan L. Kelly, Jr.
General Manager of Public Utilities Commission

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Exhibit B: Description of Existing Premises and Existing Facilities
Exhibit C: Notice of Commencement Date
Exhibit D: Price List for Antennas and Racks (see **Section 4.2**)
Exhibit E: Approved Plans for Additional Facilities (to be initialed and attached when finalized)

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SAN FRANCISCO PUBLIC UTILITIES COMMISSION

RADIO COMMUNICATIONS SITE LEASE

THIS RADIO COMMUNICATIONS SITE LEASE (this "**Lease**") dated for reference purposes only as of April 1, 2015, is made between COMMUNICATION & CONTROL, INC., a California corporation (also known as Communications and Control, Inc.) ("**Landlord**"), and the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation, acting by and through its Public Utilities Commission ("**City**" or "**Tenant**").

Recitals

A. Landlord owns the real property in Alameda County, California, known as Assessor's Parcel No. 096-0090-005-07, more commonly known as Mt. Allison and more particularly described in attached **Exhibit A** (the "**Property**"), on which Landlord owns and operates communications towers (collectively, the "**Tower**") and equipment shelters and other associated ground facilities.

B. Pursuant to a Radio Communications Site Lease dated November 1, 2005 between Landlord and City, and a Radio Communications Site Lease dated July 1, 2012, between Landlord and City (together, the "**Existing Leases**"), City leases from Landlord certain space on the Tower and space in the ground shelter (collectively, the "**Existing Premises**") as described in attached **Exhibit B**, for City's antennas and equipment described in **Exhibit B**, and has a nonexclusive license for placement and maintenance of antenna cables and other appurtenances. Such existing antennas, equipment, cables and appurtenances are referred to herein collectively as City's "**Existing Facilities**." The Existing Leases expired on October 31, 2014, and City has held over in the Existing Premises with Landlord's consent.

C. City desires to continue leasing the Existing Premises, construct a new tower for an additional antenna and for one of City's existing antennas, and lease additional space in the shelter for additional equipment, for a new term, and Landlord is willing to lease such space to City, all on the terms and conditions set forth in this Lease.

Now, therefore, Landlord and Tenant hereby covenant and agree as follows:

1. BASIC LEASE INFORMATION

1.1 Basic Lease Information. The following is a summary of basic lease information (the "**Basic Lease Information**"). Each item below shall be deemed to incorporate all of the terms set forth in this Lease pertaining to such item. In the event of any conflict between the information in this Section and any more specific provision of this Lease, the more specific provision shall control.

Lease Reference Date:	April 1, 2015
Landlord:	COMMUNICATION & CONTROL, INC.
Tenant:	CITY AND COUNTY OF SAN FRANCISCO
Property (**Section 2.1**):	That portion of Assessor's Parcel No. 096-0090-005-07 (more commonly known as Mt. Allison), Alameda County, California, as more particularly described on attached **Exhibit A**, and all appurtenances and improvements thereto.

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Premises (**Section 2.1**):	(a) The Existing Premises, as described in **Exhibit B**, and (b) the following additional space on the Property, subject to modification as provided in **Section 2.1** (the "**Additional Premises**"): (i) shelter space for one (1) indoor enclosure (72″ in height by 23″ wide by 25" deep), and (ii) Tower space for one (1) four foot (4′) diameter dish antenna, 20′ elevation. Such indoor enclosure and 4′ dish antenna, together with the fasteners, cables and appurtenances necessary for installation and operation, as the same may be modified as provided in **Section 2.1**, are referred to in this Lease as City's "**Additional Facilities**."
License (**Section 2.2**):	In connection with lease of the Premises and for the Term of the Lease, Tenant shall have a nonexclusive and nonpossessory license (the "**License**") (i) for the placement of antenna cables, fasteners, and other appurtenances as necessary for the installation and operation of Tenant's Equipment, (ii) for the non-exclusive use and right of vehicular access, ingress and egress over existing roads, paths and driveways from Weller Road to the Communications Site and (iii) within the Communications Site for pedestrian access to and from the Premises (including the front and back of Tenant's equipment racks (collectively, the "**License Area**").
Initial Term (**Section 3.1**):	Five (5) years Estimated Commencement Date: May 1, 2015 Actual Commencement Date: _____, 2015
Extension Options (**Section 3.2**):	Four additional term(s) of five (5) years each, extended automatically unless City gives at least 90 days advance notice of intent not to extend
Base Rent (**Section 4.1**):	Initial Monthly Base Rent for Existing Premises: $3,740.15, comprised of the amounts specified in **Exhibit B**.

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	Estimated Initial Monthly Base Rent for Additional Premises (subject to adjustment as provided in **Section 4.1** to the extent that the final design of the Additional Facilities includes changes in the number and/or size of the antennas and/or rack): $625.00, comprised of the following components: Tower Space: 4′ MW Dish: $190.00 Shelter Space: 72"H x 23"W x 25"D indoor enclosure: $435.00
Adjustment Dates (**Section 4.2**):	December 1, 2015 and each December 1 thereafter during the Term, pursuant to **Section 4.2**, below, Base Rent shall be adjusted by three percent (3%) of the then current Base Rent, and the Utility Charge shall be adjusted separately as provided in **Section 11.1**.
Use (**Section 5.1**):	City, including any of its departments, commissions or agencies, shall use the Premises as one of City's radio communications services facilities and for other general telecommunications uses ("**Communications Site**"); however, no additional equipment can be installed on the Premises without the prior written consent of Landlord in its reasonable discretion.
Utilities and Services (**Section 11.1**):	All utilities and services necessary for use of the Communications Site and permitted by this Lease shall be provided to the Premises by Landlord in accordance with the standards set forth in **Section 11.1**, below, at Tenant's cost. A fuel powered electrical generator is available on the Property and may be used by Tenant in the event of emergency or interruption of utility service, although Landlord does not guaranty it will function.
Initial Monthly Utility Charge (**Section 11.1**):	$140
Security Deposit (**Section 24.1**):	None
Notice Address of Tenant (**Section 28.1**):	San Francisco Public Utilities Commission 525 Golden Gate Avenue, 5th Floor San Francisco, CA 94102-3220 Attn: Director of Information Technology Services Re: Mt. Allison Lease

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with a copy to:	San Francisco Public Utilities Commission Real Estate Services 525 Golden Gate Ave., 10th Floor San Francisco, California 94102 Attn.: Real Estate Director Re: Mt. Allison Lease
and:	SFPUC Hetch Hetchy Water and Power Maintenance Engineering Attn: Chief Engineer and Communications Manager One Lakeshore Drive Moccasin, CA 95347 Re: Mt. Allison Lease
Key Contact for Tenant:	Fonda Davidis
Telephone No.:	(415) 551-4306
Secondary Key Contact for Tenant:	Ken Salmon, IT Services Director
Telephone No.:	(415) 551-4301
Notice Address for Landlord (**Section 28.1**):	Communication & Control, Inc. 2633 S. Bascom Avenue Campbell, California, 95008-5698
Key Contact for Landlord:	Scott McQueen
Telephone No.:	(800) 399-6326, (408) 377-2900
Brokers:	N/A

2. PREMISES; AS-IS LEASE

2.1 Lease Premises. Subject to the terms, covenants and conditions of this Lease, Landlord leases the Premises to Tenant and Tenant leases the Premises from Landlord. The term "**Premises**" means the Existing Premises and the Additional Premises as defined in **Section 1.1** (Basic Lease Information). The Premises are part of the Property, as defined in **Section 1.1** (Basic Lease Information). Notwithstanding the foregoing, Landlord and Tenant acknowledge that Tenant's design for the Additional Facilities is not yet complete and may change as it is finalized by Tenant's design/build contractor. If the final design involves a different number, size and/or location of antennas or equipment racks, Landlord and Tenant shall confirm such changes to the Additonal Premises and Additional Facilities in writing.

2.2 License. Landlord hereby confers on Tenant for the term of this Lease, the License (as defined in **Section 1.1**, Basic Lease Information) to use the License Area as set forth in **Section 1.1** (Basic Lease Information). Notwithstanding anything to the contrary contained herein, this License does not constitute a grant by Landlord of any ownership, leasehold, easement or other property interest or estate whatsoever in the License Area, or any portion thereof, and the License is subject to all terms and conditions of this Lease. The rights granted to Tenant herein are for the purpose of installing, constructing, inspecting, maintaining, restoring, replacing, accessing and operating City's Existing Facilities, Additional Facilities, and associated cables, fasteners and equipment located within or on the Premises or such License Area, including, in the case of an emergency, the right to install temporary facilities required to maintain continuous operation of Tenant's communications facility including a fuel-powered

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electrical generator in a location pre-approved by the Landlord, in the reasonable discretion of the Landlord (collectively, "**Tenant's Equipment**"). Tenant shall notify Scott McQueen, or such other person as designated by Landlord, at least 48 hours in advance of any access and shall comply with all reasonable requirements of such designated person with respect to Tenant's requested access. However, Tenant shall have immediate access to the Premises in the case of an emergency provided Tenant uses its best efforts to give Landlord advance notice of such access by notifying Scott McQueen telephonically, and if such notice is not possible, Tenant shall notify Landlord immediately after such access. The notice required in the preceding sentence shall be by telephone and telefacsimile. It is the parties' intent that the License granted under this Lease shall be coterminous with the Lease. Accordingly, termination or expiration of the Lease in accordance with the terms hereof shall effect termination of the License. Landlord, in its sole discretion, may relocate the License at any time following reasonable notice to Tenant.

3. TERM

3.1 Initial Term of Lease and Confirmation of Commencement Dates. The Premises are leased for a term (the "**Initial Term**") of five (5) years commencing on the date (the "**Commencement Date**") which is the later of (a) the Estimated Commencement Date, or (b) the Effective Date (as defined in **Section 28.29**). Notwithstanding the foregoing, the term for the Additional Premises shall commence on the date (the "**Additional Premises Commencement Date**") which is the first business day following Tenant's delivery of written notice to Landlord that Tenant has obtained all permits and approvals necessary for Tenant to be legally entitled to construct and operate City's Additional Facilities in the Additional Premises (the "**Additional Facilities Approvals**"). The Initial Term for the entire Premises shall end on the day before the 5-year anniversary of the Commencement Date (the "**Expiration Date**") unless earlier terminated pursuant to the terms hereof.

Notwithstanding anything to the contrary herein, if Landlord receives a bona fide offer from a third party to lease all or part of the Additional Premises for comparable rent for a term commencing on a date (the "**Third Party Commencement Date**") which is on or after the Commencement Date but before the Additional Premises Commencement Date, Landlord shall notify Tenant and provide a copy of the offer. Within fifteen business days after receipt of such notice, Tenant shall notify Landlord whether Tenant (i) elects to commence paying Base Rent for such Additional Premises on the Third Party Commencement Date [in which case, Landlord shall tender possession of such Additional Premises to Tenant as of the Third Party Commencement Date (and the Third Party Commencement Date shall be deemed the Additional Premises Commencement Date with respect to such Additional Premises)] or (ii) waive Tenant's right to lease such Additional Premises, in which case Landlord shall be free to lease such Additional Premises to the third party. If Tenant waives the right to lease such Additional Premises and Landlord thereafter fails to enter into a lease with the third party before or within ten business days after the Third Party Commencement Date, Landlord shall then offer to lease such Additional Premises to Tenant on the original terms provided herein.

Notwithstanding anything to the contrary herein, City shall have the right at any time during the Term to cancel this Lease, without any penalty, fee or other liability, by giving Landlord not less than sixty (60) days prior written notice.

Promptly following the Commencement Date, if the Commencement Date occurs on a date other than the Estimated Commencement Date specified in the Basic Lease Information, Tenant shall deliver to Landlord a notice in substantially the form attached hereto as **Exhibit C** identifying the Commencement Date determined in accordance with the provisions hereof, and Landlord shall execute and return such notice to Tenant. Promptly following the Additional Premises Commencement Date, Tenant shall deliver to Landlord a notice in substantially the form attached hereto as **Exhibit C** identifying the Additional Premises Commencement Date determined in accordance with the provisions hereof, and Landlord shall execute and return such

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notice to Tenant. However, the parties' failure to execute or deliver either such notice shall not affect the commencement of the Term or the Additional Premises Commencement Date.

3.2 Extension Options. City shall have the right to extend the Term for four (4) successive periods of five (5) years each ("**Extension Terms**") upon the same covenants, terms and conditions set forth herein, including annual Base Rent increases in accordance with **Section 4.2.** This Lease shall be automatically extended for each successive Extension Term unless City provides written notice to Landlord of City's intention not to extend this Lease at least ninety (90) days prior to the expiration of the then current Initial Term or Extension Term. The Initial Term and all Extension Terms are referred to herein collectively as the "**Term.**"

3.3 Existing Premises; Delay in Delivery of Additional Premises. Landlord and City acknowledge that City currently operates City's Existing Facilities in the Existing Premises pursuant to the Existing Leases. The Existing Leases expired on October 31, 2014, and Tenant remains in possession of the Existing Premises, with Landlord's consent, on the Commencement Date. Landlord shall use its good faith, diligent efforts to tender possession of the **Additional Premises** to Tenant on or before the Additional Premises Commencement Date. If Landlord is unable to tender possession of the Additional Premises by the Additional Premises Commencement Date, then the validity of this Lease shall not be affected except that City's obligations to pay Monthly Base Rent (or any other charges) for the Additional Premises shall not commence until Landlord has tendered possession of the Additional Premises and Tenant has obtained the Additional Facilities Approvals. However, if Landlord is unable to deliver possession of the Additional Premises to City as required hereunder within thirty (30) days after Tenant obtains the Additional Facilities Approvals, then City may, at its option, terminate this Lease with respect to the Additional Premises, without any further liability under this Lease, upon written notice to Landlord given any time before Landlord tenders possession of the Additional Premises.

3.4 Termination of Existing Leases. City's holdover under the Existing Leases shall terminate effective upon commencement of the Initial Term of this Lease.

4. RENT; ADDITIONAL CHARGES

4.1 Base Rent. Beginning on the Commencement Date, Tenant shall pay to Landlord during the Term the monthly Base Rent for the Existing Premises specified in the Basic Lease Information, as the same may be increased pursuant to **Section 4.2** (Adjustments in Base Rent). Tenant shall commence paying Base Rent for the Additional Premises, as such Base Rent may be adjusted pursuant to **Section 4.2**, commencing on the Additional Premises Commencement Date, as defined in **Section 3.1**, provided that Landlord tenders possession of the Additional Premises to Tenant on that date.

The Base Rent shall be payable in monthly installments on or before the first day of each month, in advance, at the address specified for Landlord in the Basic Lease Information, or such other place as Landlord may designate in writing upon not less than thirty (30) days' advance notice. The Base Rent shall be adjusted to reflect the actual premises occupied by the Tenant at the time the monthly installment comes due. Tenant shall pay the Base Rent without any prior demand and without any deduction or setoff except as otherwise provided in this Lease. If the Commencement Date or Additional Premises Commencement Date occurs on a day other than the first day of a calendar month, or the Expiration Date occurs on a day other than the last day of a calendar month, then the applicable Base Rent for such fractional month shall be prorated based on a thirty (30) day month.

4.2 Adjustments in Base Rent. On each date specified in the Basic Lease Information for the adjustment of Base Rent (an "**Adjustment Date**") during the Term, the Base Rent payable by Tenant under **Section 4.1** for the Premises (Base Rent) shall be adjusted by

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three percent (3%) each year. The annual adjustments shall not apply to the Shelter-Utility Charge portion of the Base Rent, which is subject to adjustment in accordance with the provisions of **Section 11.1**, Utilities and Services.

If the final design of the Additional Facilities includes a different number or different sizes of antennas or racks than described in **Section 1** [Basic Lease Information], the Base Rent for the Additional Premises shall be modified to apply Landlord's standard pricing to the designed facilities, consistent with the price list attached as **Exhibit D**. Further, if the Additional Premises Commencement Date occurs after December 1, 2015, the Base Rent for the Additional Premises as of the Additional Premises Commencement Date shall be increased by three percent (3%) as it would have been had the Additional Premises been part of the Premises on December 1, 2015.

4.3 Additional Charges. Tenant shall promptly pay to Landlord the amounts, if any, required under any other Section of this Lease, as additional rent (herein called "**Additional Charges**"). Such Additional Charges shall be payable to Landlord at the same place and in the same manner as the Base Rent is payable. Landlord shall have the same remedies for a default in the payment of any Additional Charges as for a default in the payment of Base Rent. As used in this Lease, the term "**Rent**" shall include the Base Rent and any Additional Charges.

5. USE

5.1 Permitted Use. Tenant, including any of its departments, commissions or agencies, may use the Premises during the Term of this Lease for radio communications services facilities and such other general telecommunication uses as are specified in the Basic Lease Information and for no other use without the prior written consent of Landlord, which shall not be unreasonably withheld or delayed.

5.2 Interference with Access. Landlord shall provide to City at all times use of the Premises and uninterrupted access thereto to the maximum extent possible, including, without limitation, during any power outages affecting the Premises or any portion of the License Area. If City's use of any of the Premises or License Area, or access thereto is interrupted due to Landlord's failure to comply with its obligations under this Lease or for any other reason other than City's default hereunder, then Landlord shall immediately undertake all necessary steps to correct such condition. In the event such condition continues for seventy-two (72) hours and impairs City's ability to access the Premises or to otherwise use the Premises, including any Tenant's Equipment located thereon, the Rent payable hereunder shall be abated based on the extent to which such default interferes with City's ability to access or use the Premises, including any Tenant's Equipment located thereon. If any such default by Landlord shall continue for thirty (30) days or more after City's use is interrupted and impairs City's ability to access or use the Premises, including any Equipment of Tenant's located thereon, then City shall have the right, without limiting any of its other rights under this Lease to terminate this Lease. Nothing in this Section shall limit City's rights with respect to any disruption due to casualty pursuant to **Section 12** (Damage and Destruction) hereof.

6. INSTALLATION OF TENANT IMPROVEMENTS Following the Commencement Date and Tenant's receipt of the Additional Facilities Approvals, Tenant shall commence to install City's Additional Facilities on the Additional Premises in accordance with the plans and specifications, approved by Landlord (such work is called the "**Tenant Improvement Work**" or "**Tenant Improvements**" and such plans and specifications are called the "**Approved Plans**"). Upon approval, a copy of the Approved Plans will be initialed by the parties and attached hereto as **Exhibit** E. The Approved Plans may be altered, subject to the prior written and reasonable approval of Landlord, if required in order for Tenant to obtain any permits or approvals necessary for construction of the Tenant Improvements. Tenant shall be responsible, at its cost, for performing the Tenant Improvement Work in accordance with the Approved Plans and

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otherwise in compliance with the standards contained in **Section 7.1** (Tenant's Alterations). Tenant shall further be responsible, at its cost, for obtaining all permits and licenses required in connection with the Tenant Improvements and satisfying any conditions or mitigation measures approved in connection therewith. No Tenant Improvement Work shall commence until Tenant has first obtained all necessary permits and approvals for Tenant to be legally entitled to construct the Tenant Improvements.

7. ALTERATIONS

7.1 Tenant's Alterations. Except as set forth below in this **Section 7.1**, Tenant shall not make or permit any alterations to the Property or any of the heating, ventilating, air conditioning, plumbing, electrical, fire protection, life safety, security and other mechanical, electrical, and communications systems on the Property (collectively, "**Utility Network**"), except with Landlord's prior written consent, which Landlord shall not unreasonably withhold or delay. However, the installation of furnishings, fixtures, equipment or decorative improvements, none of which affect the Utility Network, systems or structural integrity of improvements on the Property, shall not constitute Alterations requiring Landlord's consent. Any alterations to the Property or Utility Network ("**Alterations**") shall be done at Tenant's sole expense in accordance with applicable Laws (as defined below). Landlord shall, without cost to itself, cooperate with City in securing building and other permits and authorizations needed in connection with any permitted Alterations. Landlord shall not be entitled to any construction or other administrative fee in connection with any Alteration. City shall be required to remove any Alterations upon the expiration or sooner termination of this Lease unless Tenant requests in writing and Landlord accepts such Alterations at the time of City's request and agrees they can remain on the Premises after termination of the Lease.

7.2 Title to and Removal of Improvements. Except for City's Personal Property (as defined in the next Section) and Tenant's Equipment, all appurtenances, fixtures, improvements, equipment, additions and other property permanently installed in the Premises as of the Commencement Date or during the Term shall be and remain Landlord's property. City may not remove such property unless Landlord consents thereto.

7.3 City's Personal Property. All furniture, furnishings and articles of movable personal property and equipment installed in the Premises by or for the account of Tenant (all of which are herein called "**City's Personal Property**") that can be removed without structural or other material damage to the Premises shall be and remain the property of Tenant and may be removed by it subject to the provisions of **Section 25** (Surrender of Premises) hereof. Landlord acknowledges that some of City's Personal Property may be financed by an equipment lease financing or otherwise subjected to a security interest, or owned by an equipment company and leased to City. Landlord, upon City's reasonable request, shall execute and deliver any document required by any supplier, lessor, or lender in connection with the installation in the Premises of any items of City's Personal Property, pursuant to which Landlord waives any rights it may have or acquire with respect to City's Personal Property, so long as the supplier, equipment lessor or lender agrees that it (i) will remove the City's Personal Property from the Premises within thirty (30) days after the earlier of the Expiration Date or receipt of notice of the sooner termination of this Lease (but if it does not remove City's Personal Property within such time it shall have waived any rights it may have had to City's Personal Property), (ii) will repair any damage caused by the removal of City's Personal Property, and (iii) Tenant reimburses Landlord for its actual costs in reviewing and preparing any document required under this subsection which amount shall not exceed $1,000.00. Landlord shall recognize the rights of any supplier, lessor or lender who has an interest in any items of City's Personal Property to enter the Premises and remove such property at any time during the Term or within thirty (30) days after the Expiration Date.

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8. LANDLORD'S ALTERATIONS OF THE PROPERTY AND UTILITY NETWORK Landlord reserves the right at any time to make alterations, additions, repairs, deletions or improvements to all or any part of the Property, the Utility Network or the common areas of the Property, for any purpose including compliance with mandatory or voluntary controls or guidelines, subject to the following terms and conditions. In performing any such work (including without limitation any leasehold improvement work for other tenants on the Property), Landlord shall make good faith efforts to give Tenant prior notice of such work, and shall make reasonable efforts to minimize interference with or disruption to City's use and occupancy of the Premises and License Area, including Tenant's use of any Tenant's Equipment located thereon. Landlord shall promptly remedy any such interference or disruption upon receiving City's notice thereof.

9. MAINTENANCE AND REPAIRS

9.1. Landlord's Maintenance and Repairs. Landlord shall repair and maintain, at its cost, in good working order and in a safe and sanitary condition, (a) any exterior and structural portions of any improvements located on the Property, including, without limitation, the roof, foundation, bearing and exterior walls and subflooring, and any heating, ventilating, air conditioning, plumbing, electrical, fire protection, life safety, and security systems of such improvements, and (b) any other mechanical, electrical and communications systems, utilities and other infrastructure serving the Premises, the License Area and any Common Areas (collectively, the "**Property Systems**"). Without limiting the foregoing, Landlord shall maintain the Property in a clean, safe and attractive manner and shall not permit any other tenants of the Property to disturb or interfere with City's use of the Premises or permit to be done in or about the Property or anything that is illegal, is dangerous to persons or property or constitutes a nuisance.

9.2. City's Maintenance and Repairs. Subject to Landlord's warranty under **Section 12.1** (Premises Compliance), and Landlord's repair and maintenance obligations hereunder, City shall, at its sole expense, operate, repair, maintain and manage, at its sole cost the Premises, the Existing Facilities, Tenant Improvements and any other permitted Alterations, in good working order and in a safe and sanitary condition, normal wear and tear excepted, from and after the Commencement Date. Tenant shall, at its sole expense, repair any damage to the License Area, normal wear and tear excepted, caused by Tenant, its Agents or Invitees. At all times during the Term of the Lease, Landlord shall, upon reasonable notice by City, afford City and its Agents with access to those portions of the Property that are necessary to inspect, operate, maintain or repair any telecommunications, data and computer cabling facilities and equipment installed by City.

10. LIENS Tenant shall keep the Premises and the Property free from any liens arising out of any work performed, material furnished or obligations incurred by or for Tenant, except for Tenant obligations under the financing arrangements described in **Section 7.3** (City's Personal Property). Landlord shall have the right at all times to post and keep posted on the Premises any notices permitted or required by law or that Landlord shall deem proper for the protection of Landlord, the Premises, and the Property, from mechanics' and material suppliers' liens. Tenant shall give to Landlord at least ten (10) days' prior written notice of commencement of any repair or construction on the Premises except for minor and routine repair and maintenance for which Tenant is responsible hereunder and except for emergency repairs (for which Tenant shall give such notice as is reasonably practicable under the circumstances).

11. UTILITIES AND SERVICES

11.1 Utilities and Services. During the Term, Landlord shall furnish, or cause to be furnished to the Premises, any and all utilities or services necessary or appropriate for City's use and enjoyment of the Premises including, but not limited to: (a) Climate control (HVAC) in the

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shelter portion of the Premises in amounts required for City's comfortable use and operation of the shelter portion of the Premises and Tenant's Equipment on a twenty-four (24) hours-a-day, three hundred sixty-five (365) days-a-year basis ("Daily Basis") maintaining a temperature range from not less than -30 and not greater than 60 ºC (-22 to +140 ºF); (b) electric power consisting of one 115 VAC, 20A circuit for each equipment rack, delivered to a simplex or duplex outlet located on the wall no further than 3 feet from the edge of the rack, and otherwise in amounts required for the operation of Tenant's Equipment, on a Daily Basis with automatic generator back-up power to be established no later than 120 seconds following any loss of utility power; and (c) telephone service in the form of at least one voice PSN telephone line with call in capability in the shelter. During the Term, Landlord shall provide a fuel powered electrical generator for the benefit of the Premises in the event of emergency or interruption of utility service. Landlord does not guarantee that the generator will function; however, Landlord will provide maintenance and servicing of the generator in accordance with manufacturer recommendations, including regular general inspection, lubrication service, cooling system service, fuel system service, servicing and testing starting batteries and regular engine exercise.

Tenant shall not: (a) connect or use any electrical equipment that exceeds the capacity of the electrical system(s) on the Property; or (b) connect any apparatus, machine or device through electrical outlets except in the manner for which such outlets are designed, except for such modifications as may be shown on the Approved Plans and for any other such modifications at Tenant's sole cost as are reasonably approved in writing in advance by Landlord.

Landlord shall pay for all gas costs. Tenant shall pay as additional rent the cost of all electrical service provided to the Premises and attributable to Tenant's operations of their Equipment ("**Utility Charge**"). The initial Utility Charge will be an estimated cost given by the Tenant to the Landlord upon the execution of this Agreement to be paid in the same manner as Rent pursuant to **Section 4.1** of this Agreement. Within the first six (6) months after installation of the Additional Facilities and then yearly thereafter for the Term and any Extended Term, the Tenant's Equipment will be audited for electrical usage (for a period of at least 30 days and not more than 60 days) to determine the average use of Tenant. This audited usage will be used to recalculate and amend Tenant's electrical costs. (Example for a 30 day usage period: 343 kWh X current rate at .11 per kWh = $ 37.73). Upon determination of the actual average usage, Tenant shall be notified of the cost of its actual usage and that amount shall be payable with the next monthly Rent payment and thereafter in accordance with **Section 4.1** of this Agreement. Tenant or Landlord shall reimburse the other for any deficiencies or overages in the amounts paid by Tenant within 30 days of the notice of the actual usage. Tenant shall be solely responsible for and promptly pay all charges for any telephone service and any other utility, other than gas used or consumed by Tenant on the Premises. The initial estimated monthly Utility Charge is set forth in **Section 1.1** (Basic Lease Information).

11.2 Maintenance of Fences and Road. Landlord shall maintain in good condition and repair at its expense any existing fence along or about the property line of the Premises. Landlord shall also maintain, at its expense, in good condition and repair an all-weather gravel roadway in, on or to the License Area leading to Premises or Tenant's Improvements which road Tenant acknowledges may be used by Landlord and/or other tenants of Landlord. Landlord shall not interfere with any travel on such roads by Tenant or its Agents, as defined in **Section 28.5**..

11.3 Disruption of Essential Services. In the event of any failure, stoppage or interruption of any utilities or services to be furnished by Landlord hereunder, Landlord shall immediately notify City of such failure, stoppage or interruption, diligently attempt to restore service as promptly as possible and shall keep City apprised of its efforts. In the event Landlord is unable to supply any of the Property's sanitary, electrical, heating, air conditioning, fire protection and security, or other essential services serving the Premises (collectively, "**Essential Services**") and such inability of Landlord impairs City's ability to access or use the License Area or Premises, including Tenant's Equipment located thereon, for a period of twenty-four (24)

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hours or more, then the Rent shall be abated based on the extent such inability of Landlord impairs City's ability to access or use the License Area or Premises, including the Tenant's Equipment located thereon, or, alternatively at City's election, City shall have the option to provide such services and offset the reasonable cost thereof against the Rent next due under this Lease. Such abatement, or right to provide the services and offset against Rent, shall continue until the Essential Services have been restored so that the lack of any remaining services no longer materially impairs City's ability to access or use the License Area or Premises, including the Tenant's Equipment located thereon. Landlord shall use its best efforts to restore disrupted Essential Services as soon as possible. However, if such failure to provide any Essential Services continues for any reason for thirty (30) days and such failure interferes with City's access and use of the License Area or Premises, including the Tenant's Equipment located thereon, then City may, without limiting any of its other rights or remedies hereunder or at law or in equity, terminate this Lease upon written notice to Landlord.

12. COMPLIANCE WITH LAWS AND RISK MANAGEMENT REQUIREMENTS

12.1 Premises Condition. Landlord and Tenant agree and acknowledge that Tenant is accepting the Premises in the "as-is" condition. It is the responsibility of the Tenant to satisfy itself as to the condition of the physical structure, fixtures and permanent improvements of the Premises and all portions of the Property and the License Area along the path of travel to the Premises. Landlord makes no warranty or representation as to the condition of the Premises, except that Landlord represents that as of the date of this Lease Landlord has not received any written notice of non-compliance with any laws, orders and regulations of federal, state, county and municipal authorities (collectively, the "**Laws**") relating to any portion of the Premises, Property, or License Area or the use or occupancy thereof. Landlord acknowledges and agrees that in no event shall Tenant have any obligation to maintain any portion of the Premises, Property, License Area or Property Systems serving the Premises in compliance with applicable present or future Laws, except to the extent of City's obligations with respect to the Premises pursuant to **Section 12.2** below. Without limiting **Section 18.2** (Landlord's Indemnity), Landlord shall Indemnify City against any and all Claims, as defined in **Section 18.1**, arising out of any failure of the Property, License Area, Property Systems, or any portion thereof, to comply with applicable Laws as provided in this Section or any misrepresentation by Landlord under this Section so long as such Claims are not caused by Tenant, its contractors, agents, or employees.

12.2. City's Compliance with Laws; Indemnity. City shall use the Premises during the Term in compliance with applicable Laws, except that City shall not be required to make any structural alterations, additions or other modifications in order to comply therewith unless such modifications are necessary solely because of any Alterations to the Premises made by City pursuant to **Section 7** hereof and such modifications are not otherwise Landlord's responsibility under this Lease. City shall be responsible for complying with any requirement of the Disabilities Laws relating to the placement of City's Personal Property and the operation of any programs in the Premises, other than any requirement relating to the physical structure, fixtures and permanent improvements of the Premises or portions of the Property along the path of travel to the Premises, which shall not be Tenant's obligation as provided in **Section 12.1** above. Without limiting **Section 18.1** (City's Indemnity), City shall Indemnify Landlord against any and all Claims arising out of City's failure to comply with all applicable Laws as provided in this Section.

12.3 Licenses and Approvals. Tenant represents and warrants that it has acquired all licenses, permits, and other approvals required under all federal, state, and local laws for the operation of Tenant's Existing Facilities on the Premises and will obtain all such licenses, permits and approvals for the Additional Facilities before commencing installation. Tenant shall maintain all such licenses, permits or other approvals throughout the Term of this Lease.

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12.4 Radiofrequency Radiation and Electromagnetic Fields. Without limiting **Section 12.1** above, Tenant shall comply with all present and future laws, orders and regulations of federal, state, county and municipal authorities relating to allowable presence of or human exposure to Radiofrequency Radiation ("**RFs**") or Electromagnetic Fields ("**EMFs**") on or off the Premises, including without limitation, all applicable standards adopted by the Federal Communications Commission, whether such RF or EMF presence or exposure results from Tenant's equipment alone or from the cumulative effect of Tenant's equipment added to all other sources on or near the Property. Landlord shall not agree to allow any third party entering into an occupancy or use agreement after the Commencement Date to cause an increase in RF or EMF levels on the Property such that the cumulative levels exceed allowable levels. If the cumulative effect of Landlord's use of the Property taken together with Tenant's use hereunder and other tenant(s) or permittee(s) whose use predated the Commencement Date exceeds such standards, Tenant shall have the right to terminate this Lease without penalty upon thirty (30) days' prior written notice to Landlord.

12.5 Compliance with Insurance Requirements. Tenant shall not conduct any use in or about the Premises that would create any unusual fire risk, and shall take commercially reasonable steps to protect Landlord from any potential premises liability by reason of any business operation being conducted by Tenant in the Premises.

13. SUBORDINATION. Subject to the terms and conditions set forth below, this Lease shall be subordinate to any reciprocal easement agreements, ground leases or underlying leases, and the lien of any mortgage or deed of trust (collectively, "**Encumbrances**"), which may now exist or hereafter be executed affecting any of the Property or Landlord's interest therein and all renewals, extensions, modifications, and replacements of such Encumbrance. Notwithstanding the foregoing, Landlord shall have the right to subordinate any such Encumbrances to this Lease. Notwithstanding the foregoing, if any ground lease or underlying lease terminates for any reason or any mortgage or deed of trust is foreclosed or a conveyance in lieu of foreclosure is made for any reason, Tenant shall attorn to the successor-in-interest to Landlord, at the option of such successor-in-interest, provided that so long as Tenant is not in default hereunder, such successor-in-interest shall recognize this Lease and shall not disturb Tenant in its possession of the Premises, and provided that Tenant has received proper written notice of such succession and the name and address of the successor Landlord. City's covenant to subordinate this Lease to any Encumbrance or other hypothecation hereafter executed is conditioned upon each such senior instrument containing the non-disturbance commitments specified in this paragraph. No further instrument shall be required to make the provisions hereof operative except that Landlord shall give Tenant written notice of such subordination. Tenant agrees, however, to execute and deliver, upon request by Landlord and in a form reasonably acceptable to City, any additional documents evidencing the priority or subordination of this Lease provided such documents contain a non-disturbance and recognition agreement executed by the holder of such Encumbrance.

14. DAMAGE OR DESTRUCTION. In the event of damage to the Premises or the Property by any cause, Landlord shall rebuild or repair the same without delay, provided that such repairs can be made under applicable laws within sixty (60) days after Landlord obtains all necessary permits for such repairs but not later than two hundred ten (210) days after the date of such damage (the "**Repair Period**"). In such event, this Lease shall remain in full force and effect, except that City shall be entitled to an abatement of Rent while such repairs are being made. Such abatement in Rent shall be based upon the extent to which such damage and the making of such repairs interfere with City's access to or use of the License Area or Premises. Landlord's repairs shall not include, and the Rent shall not be abated as a result of, any damage by fire or other cause to City's Personal Property or any damage caused by the negligence or willful misconduct of City or its Agents.

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Within twenty (20) days after the date of such damage, Landlord shall notify City whether or not, in Landlord's reasonable judgment made in good faith, such repairs can be made within the Repair Period. If such repairs cannot be made within the Repair Period, then either party hereto may, by written notice to the other given within sixty (60) days after the date of such damage, terminate this Lease as of the date specified in such notice, which date shall be not less than sixty (60) nor more than ninety (90) days after notice is given by Landlord. In case of termination, the Rent shall be reduced by a proportionate amount based upon the extent to which such damage interferes with the conduct of City's business in the Premises, and City shall pay such reduced Rent up to the date of termination. Landlord shall refund to City any excess Rent previously paid for any period of time after the date of the damage.

During the period of any repair or rebuilding provided for hereunder, Tenant shall have the right, at its sole expense, to bring onto the Property in a location mutually acceptable to Tenant and Landlord and to operate a portable generator and/or mobile Communications Site and telescopic antennae or tower (collectively "**Temporary Communications System**") in order to provide for continuous service to Tenant's customers during such period. Neither the placement nor use of such generator or equipment shall interfere with Landlord's operations or business in the Property or, if Landlord has elected to repair or rebuild the Premises or the Property as provided above, with such repair or reconstruction. Notwithstanding the foregoing, Tenant, in its sole discretion, shall have the right to terminate this Lease upon thirty (30) days advance written notice if Tenant is unable to operate such portable generator or mobile Communication Site on the Property during any period of repair or rebuilding provided for hereunder as a result of Landlord's failure to provide a mutually acceptable location for such equipment.

Notwithstanding the foregoing, in the event the Premises are damaged or destroyed by reason of flood or earthquake, and such damage or destruction is not fully covered by insurance proceeds payable under the insurance policies Landlord is required to carry hereunder (excluding any deductible, for which Landlord shall be responsible), Landlord may terminate this Lease by written notice to City within thirty (30) days of the date Landlord receives written notice that such damage is not covered by insurance. Such notice from Landlord shall include adequate written evidence of the denial of insurance coverage. If Landlord does not elect to terminate this Lease as provided above, the Lease shall remain in full force and effect, and Landlord shall repair and restore the Premises as provided above.

If at any time during the last six (6) months of the Term of this Lease there is substantial damage that Landlord would be required to repair hereunder, Landlord or City may, at the respective option of each, terminate this Lease as of the date such damage occurred by giving written notice to the other party of its election to do so within thirty (30) days after the date of such damage; provided, however, Landlord may terminate this Lease only if the time to repair the damage would exceed or be completed within 30 days of the termination date of this Lease. The parties hereto understand and agree that the provisions of this Section are intended to govern fully the rights and obligations of the parties in the event of damage or destruction, and Tenant and Landlord each hereby waives and releases the provisions of Section 1932, subdivision 2, and Section 1933, subdivision 4, of the Civil Code of California (when hirer may terminate the hiring) or under any similar law, statute or ordinance now or hereafter in effect.

15. EMINENT DOMAIN

15.1 Definitions.

(a) "**Taking**" or "**Taken**" refers to a taking or damaging, including severance damage, by eminent domain, inverse condemnation or for any public or quasi-public use under law. A Taking may occur pursuant to the recording of a final order of condemnation, or by voluntary sale or conveyance in lieu of condemnation or in settlement of a condemnation action.

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(b) "**Date of Taking**" means the earlier of (i) the date upon which title to the portion of the Property Taken passes to and vests in the condemnor or (ii) the date on which Tenant is dispossessed by the Taking.

(c) "**Award**" means all compensation, sums or anything of value paid, awarded or received for a Taking, whether pursuant to judgment, agreement, settlement or otherwise.

15.2 General. If all or any part of the Premises or License Area shall be Taken as a result of the exercise of the power of eminent domain or any transfer in lieu thereof, this Lease shall terminate as to the part so Taken as of the Date of Taking. In the case of a partial Taking, Tenant shall have the right to terminate this Lease as to the balance of the Premises by written notice to Landlord within thirty (30) days after such date. In the event of a partial Taking of the Premises which does not result in a termination of this Lease, the Base Rent and Additional Charges thereafter to be paid shall be equitably reduced.

If any material part of the Property shall be Taken as a result of the exercise of the power of eminent domain or any transfer in lieu thereof, Landlord shall have the right to terminate this Lease by written notice to Tenant within thirty (30) days of the Date of Taking.

In the event of any Taking, Landlord shall be entitled to any award which may be paid or made in connection therewith. Tenant shall have no claim against Landlord for the value of any unexpired term of this Lease or otherwise except that Tenant may claim any portion of the award that is specifically allocable to Tenant's relocation expenses or the interruption of or damage to Tenant's business or loss or damage to Tenant's Personal Property.

If during the Term or during the period between the execution of this Lease and the Commencement Date, there is any Taking of all or any part of the Premises or any interest in this Lease, the rights and obligations of the parties hereunder shall be determined pursuant to this Section. City and Landlord intend that the provisions hereof govern fully in the event of a Taking and accordingly, the parties each hereby waive any right to terminate this Lease in whole or in part under Sections 1265.110, 1265.120, 1265.130 and 1265.140 of the California Code of Civil Procedure or under any similar law now or hereafter in effect.

15.3 Total Taking; Automatic Termination. If there is a total Taking of the Premises or License Area, then this Lease shall terminate as of the Date of Taking.

15.4 Partial Taking; Election to Terminate.

(a) If there is a Taking of any portion (but less than all) of the Premises, then this Lease shall terminate in its entirety if all of the following exist: **(i)** the partial Taking, in City's reasonable judgment, renders the remaining portion of the Premises untenantable or unsuitable for continued use by City for its intended purposes or otherwise materially adversely affects City's normal operations in the Premises, **(ii)** the condition rendering the Premises untenantable or unsuitable either is not curable or is curable but Landlord is unwilling or unable to cure such condition, and **(iii)** City elects to terminate.

(b) In the case of a partial Taking of a substantial portion of the Premises, and if subsection (a) above does not apply, City and Landlord shall each have the right to terminate this Lease by written notice to the other within thirty (30) days after the Date of Taking, provided that, as a condition to City's right to terminate, the portion of the Premises Taken shall, in City's reasonable judgment, render the Premises unsuitable for continued use by City for its intended purposes or otherwise materially adversely affect City's normal operations in the Premises.

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(c) Either party electing to terminate under the provisions of this Section shall do so by giving written notice to the other party before or within thirty (30) days after the Date of Taking, and thereafter this Lease shall terminate upon the later of the thirtieth (30th) day after such written notice is given or the Date of Taking.

15.5 Termination of Lease; Rent and Award . Upon termination of this Lease in its entirety pursuant to **Section 15.3**, or pursuant to an election under **Section 15.4**, then: **(a)** City's obligation to pay Rent shall continue up until the date of termination and thereafter shall cease, and **(b)** Landlord shall be entitled to the entire Award in connection therewith as may be allocated to its interests, except that City shall receive any Award made specifically for City's relocation expenses or the interruption of or damage to City's business or damage to City's Personal Property. If the condemning authority awards only a single lump sum to Landlord for any Taking, City shall be entitled to a reasonable and equitable portion of such sum for City's relocation expenses, the interruption of City's business and damage to City's Personal Property.

15.6 Partial Taking; Continuation of Lease. If there is a partial Taking of the Premises under circumstances where this Lease is not terminated in its entirety under **Section 15.4**, then this Lease shall terminate as to the portion of the Premises so Taken, but shall remain in full force and effect as to the portion not Taken, and the rights and obligations of the parties shall be as follows: **(a)** Rent shall be equitably reduced, and **(b)** Landlord shall be entitled to the entire Award as may be allocated to its interests, and City shall receive any Award made specifically for City's relocation expenses or the interruption of or damage to City's business or damage to City's Personal Property. If the condemning authority awards only a single lump sum to Landlord for any Taking, City shall be entitled to a reasonable and equitable portion of such sum for City's relocation expenses, the interruption of or damage to City's business and damage to City's Personal Property.

15.7 Temporary Taking. Notwithstanding anything to the contrary in this Section, if a Taking occurs with respect to the Premises for a limited period of time not in excess of sixty (60) consecutive days, this Lease shall remain unaffected thereby, and City shall continue to pay Rent and to perform all of the terms, conditions and covenants of this Lease. In the event of such temporary Taking, City shall be entitled to receive that portion of any Award representing compensation for the use or occupancy of the Premises during the Term up to the total Rent owing by City for the period of the Taking.

16. ASSIGNMENT AND SUBLETTING Except as provided in this Section below, City shall not directly or indirectly sell, assign, encumber, pledge or otherwise transfer or hypothecate all or any part of its interest in or rights with respect to the Premises or its leasehold estate hereunder or permit all or any portion of the Premises to be occupied by anyone other than itself or sublet all or any portion of the Premises, without Landlord's prior written consent in each instance, which shall not be unreasonably withheld or delayed. City shall have the right from time to time, upon notice to, but without the consent of Landlord, to transfer this Lease or use and occupancy of all or any of the Premises to any department, commission or agency of the City and County of San Francisco for uses permitted under this Lease.

17. DEFAULT; REMEDIES

17.1 Events of Default. Any of the following shall constitute an event of default by Tenant hereunder:

(a) any failure to pay any Base Rent or Additional Charges as and when due, provided Tenant shall have a period of ten (10) days from the date of written notice from Landlord within which to cure any default in the payment of Rent; provided that for the first two (2) monthly payments of Rent at the beginning of the Term and for the first monthly payment of Rent after the beginning of each new fiscal year for City or any Adjustment Date, City shall have

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twenty (20) days to cure any such nonpayment after written notice thereof from Landlord; provided, further that Landlord shall have no obligation to provide written notice of monetary default more than three (3) times in any calendar year during the Term;

(b) any failure to perform or comply with any other covenant, condition or representation of Tenant made under this Lease, provided Tenant shall have a period of thirty (30) days from the date of written notice from Landlord within which to cure such default under this Lease, or, if such default is not capable of cure within such thirty- (30) day period, Tenant shall have a reasonable period to complete such cure if Tenant promptly undertakes action to cure such default within such thirty (30) day period and thereafter diligently prosecutes the same to completion; or

(c) abandonment of the Premises (within the meaning of California Civil Code Section 1951.3).

17.2 Remedies. Upon the occurrence of an event of default by Tenant which is not cured by Tenant within the applicable grace period as provided above, Landlord shall have the following rights and remedies in addition to all other rights and remedies available to Landlord at law or in equity:

(a) The rights and remedies provided by California Civil Code Section 1951.2 (damages on termination for breach), including, but not limited to, the right to terminate Tenant's right to possession of the Premises and to recover the worth at the time of award of the amount by which the unpaid Base Rent and Additional Charges for the balance of the Term after the time of award exceeds the amount of rental loss for the same period that Tenant proves could be reasonably avoided, as computed pursuant to subsection (b) of such Section 1951.2.

(b) The rights and remedies provided by California Civil Code Section 1951.4 (continuation of lease after breach and abandonment), which allows Landlord to continue this Lease in effect and to enforce all of its rights and remedies under this Lease, including the right to recover rent as it becomes due, for so long as Landlord does not terminate Tenant's right to possession, if Tenant has the right to sublet or assign, subject only to reasonable limitations.

17.3. Landlord's Default If Landlord fails to perform any of its obligations under this Lease, then (except to the extent otherwise provided in the Lease, and without limiting any of City's other cure rights under this Lease) City may, at its sole option, cure such default at Landlord's expense if such default continues after thirty (30) days from the date City gives notice to Landlord of City's intention to perform such cure. However, in the case of a default which for causes beyond Landlord's control (excluding any financial inability to perform) cannot with due diligence be cured within such 30-day period, such 30-day period shall be extended if Landlord, promptly upon receipt of City's notice, advises City of Landlord's intention to take all steps required to cure such default, and Landlord promptly commences such cure and diligently prosecutes the same to completion. Without limiting the other provisions of this Lease relating to abatement of Rent, if Landlord fails to cure any default within the cure period provided above, then, whether or not City elects to cure Landlord's default as provided herein, the Base Rent and any other charges hereunder shall be abated based on the extent to which such default interferes with City's ability to access or use the License Area or Premises, including the Tenant's Equipment located thereon. Notwithstanding the foregoing, if any such default by Landlord continues for sixty (60) days and impairs City's ability to access or use the License Area or Premises, then City shall have the right to terminate this Lease upon written notice to Landlord within thirty (30) days after the expiration of such 60-day period. City's rights hereunder and under **Section 3.3** (Delay in Delivery of Additional Premises), **Section 5.2** (Interference with Access), and **Section 11.3** (Disruption in Essential Services), shall not limit in any way any of its other rights and remedies hereunder or at law or in equity.

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18. INDEMNITIES

18.1. City's Indemnity. City shall indemnify, defend and hold harmless ("**Indemnify**") Landlord and its Agents, as defined in **Section 28.5**, from and against any and all claims, costs and expenses, including, without limitation, reasonable attorneys' fees, (collectively, "**Claims**"), incurred as a result of (a) City's use of the Premises, (b) any default by City in the performance of any of its material obligations under this Lease, or (c) any negligent acts or omissions of City or its Agents in, on or about the Premises or the Property; provided, however, City shall not be obligated to Indemnify Landlord or its Agents to the extent any Claim arises out of the gross negligence or willful misconduct of Landlord or its Agents. In any action or proceeding brought against Landlord or its Agents by reason of any Claim Indemnified by City hereunder, City may, at its sole option, elect to defend such Claim by attorneys in City's Office of the City Attorney, by other attorneys selected by City, or both. City shall have the right to control the defense and to determine the settlement or compromise of any action or proceeding, provided that Landlord shall have the right, but not the obligation, to participate in the defense of any such Claim at its sole cost. City's obligations under this Section shall survive the termination of the Lease.

18.2. Landlord's Indemnity. Landlord shall Indemnify City and its Agents against any and all Claims incurred as a result of (a) any default by Landlord in the performance of any of its obligations under this Lease or any breach of any representations or warranties made by Landlord under this Lease, or (b) any negligent acts or omissions of Landlord or its Agents in, on or about the Premises or the Property; provided, however, Landlord shall not be obligated to Indemnify City or its Agents to the extent any Claim arises out of the willful misconduct of City or its Agents. In any action or proceeding brought against City or its Agents by reason of any Claim Indemnified by Landlord hereunder, Landlord may, at its sole option, elect to defend such Claim by attorneys selected by Landlord. Landlord shall have the right to control the defense and to determine the settlement or compromise of any action or proceeding, provided that City shall have the right, but not the obligation, to participate in the defense of any such Claim at its sole cost. Landlord's obligations under this Section shall survive the termination of the Lease.

19. INSURANCE

19.1 City's Self-Insurance. Landlord acknowledges that City maintains a program of self-insurance and agrees that City shall not be required to carry any insurance with respect to this Lease. City assumes the risk of damage to any of City's Personal Property, except for damage caused by Landlord or its Agents.

19.2. Landlord's Insurance. At all times during the Term, Landlord shall keep the improvements on the Property (excluding the land upon which it is located) insured against damage and destruction by fire, vandalism, malicious mischief, sprinkler damage and other perils customarily covered under a causes of loss special form property insurance policy in an amount equal to one hundred percent of the full insurance replacement value (replacement cost new, including, debris removal and demolition) thereof. Landlord shall, upon request by City, provide to City a certificate of insurance issued by the insurance carrier, evidencing the insurance required above. The certificate shall expressly provide that the policy is not cancelable or subject to reduction of coverage or otherwise be subject to modification except after thirty (30) days prior written notice to City; provided, however, if such a notice provision is not obtainable from the carrier, Landlord agrees to provide at least thirty (30) days advance notice to City of any cancellation or modification of such insurance. Landlord hereby waives any rights against City for loss or damage to the Premises or any other part of the Property, to the extent covered by Landlord's property insurance.

In addition, Landlord, at no cost to the City, shall procure and keep in effect at all times during the Term insurance as follows: (a) Commercial general liability insurance with limits not

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less than Two Million Dollars ($2,000,000) each occurrence combined single limit for bodily injury and property damage, including contractual liability, independent contractors, broad-form property damage, fire damage legal liability (of not less than Fifty Thousand Dollars ($50,000)), personal injury, products and completed operations, and explosion, collapse and underground (XCU); and (b) Worker's Compensation Insurance with Employer's Liability Limits not less than $1,000,000 each accident.

19.3. Waiver of Subrogation. Notwithstanding anything to the contrary contained herein, Landlord hereby waives any right of recovery against City for any loss or damage sustained by Landlord with respect to the Property or the Premises or any portion thereof or the contents of the same or any operation therein, whether or not such loss is caused by the fault or negligence of City, to the extent such loss or damage is covered by insurance which Landlord is required to purchase under this Lease or is otherwise actually recovered from valid and collectible insurance covering the Landlord. However, Tenant shall reimburse Landlord for any commercially reasonable deductibles required under the insurance policy if the damage is caused by the fault or negligence of City. Landlord agrees to obtain a waiver of subrogation endorsement from each insurance carrier issuing policies relating to the Property or the Premises; provided, Landlord's failure to do so shall not affect the above waiver.

20. INTENTIONALLY OMITTED

21. ACCESS TO PREMISES

21.1 Landlord's Access to the Premises.

(a) General Access. Landlord reserves for itself and its designated Agents, as defined in **Section 28.5**, the right to enter the Premises, the License Area and any portion thereof at all reasonable times upon not less than twenty-four (24) hours notice (except in the event of an emergency) for any of the following purposes:

(i) To determine whether the Premises and License Area are in good condition and to inspect the Premises (including, without limitation, soil borings or other Hazardous Material Investigations);

(ii) To determine whether Tenant is in compliance with its obligations hereunder and to cure or attempt to cure any such default in accordance with the provisions of Section 17.2 (Remedies) hereof;

(iii) To serve, post or keep posted any notices required or allowed under any of the provisions of this Lease;

(iv) To do any maintenance or repairs to the Premises or License Area that Landlord has the right or the obligation, if any, to perform hereunder; and

(v) To show it to any prospective purchasers, brokers, Encumbrancers or officials, or, during the last year of the Term of this Lease, exhibiting the Premises and License Area to prospective tenants or other occupants, and to post any "for sale" or "for lease" signs in connection therewith.

Landlord acknowledges that Tenant's cellular equipment is highly sensitive and is subject to federal regulations restricting access to such telecommunication equipment. Accordingly, Landlord shall not enter portions of the Premises containing such equipment (other than in the event of an emergency) unless Landlord has given Tenant at least one (1) business day's prior notice. In the event of emergency, Landlord shall use reasonable efforts to notify

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Tenant prior to such entry and Landlord shall promptly advise Tenant of any such emergency entry promptly thereafter.

(b) Emergency Access. In the event of any emergency, as determined by Landlord, Landlord may, at its sole option and without notice (provided that Landlord shall make reasonable efforts to provide Tenant with notice when feasible in light of the exigent circumstances) enter the Premises.

(c) Minimize Disruption. Landlord shall use its reasonable good faith efforts to conduct any activities on the Premises allowed under this Section in a manner that, to the extent practicable, will minimize any disruption to Tenant's access to the Premises and use hereunder.

22. ESTOPPEL CERTIFICATES Either party, from time to time during the Term upon not less than thirty (30) days' prior written notice from the other party, shall execute, acknowledge and deliver to the other party, or such persons or entities designated by such other party, a certificate stating: (a) the Commencement Date and Expiration Date of this Lease, (b) that this Lease is unmodified and in full force and effect (or, if there have been modifications, that the Lease is in full force and effect as modified and stating the modifications), (c) that there are no defaults under this Lease (or if so, specifying the same), (d) the date to which Rent has been paid, and (e) any other information that may be reasonably required.

23. INTENTIONALLY OMITTED

24. INTENTIONALLY OMITTED

25. SURRENDER OF PREMISES Upon the expiration or sooner termination of this Lease, City shall surrender the Premises to Landlord in good order and condition, reasonable use and wear excepted. Within ten (10) days after the Expiration Date, City shall remove from the Premises all of City's Personal Property, City's telecommunications, data and computer facilities, and any Alterations City desires or is required to remove from the Premises pursuant to the provisions of **Section 7.1** (Tenant's Alterations), above. City shall repair or pay the cost of repairing any damage to the Premises or the Property resulting from such removal. Notwithstanding anything to the contrary in this Lease, City may, but shall not be required to, demolish or remove from the Premises any of the Leasehold Improvements. City's obligations under this Section shall survive the expiration or earlier termination of this Lease.

26. HAZARDOUS MATERIALS

26.1 Definitions. As used herein, the following terms shall have the meanings set forth below:

(a) "Environmental Laws" shall mean any federal, state, local or administrative law, rule, regulation, order or requirement relating to industrial hygiene, environmental conditions or Hazardous Materials, whether now in effect or hereafter adopted.

(b) "Hazardous Material" shall mean any material that, because of its quantity, concentration or physical or chemical characteristics, is at any time now or hereafter deemed by any federal, state or local governmental authority to pose a present or potential hazard to human health, welfare or safety or to the environment. Hazardous Material includes, without limitation, any material or substance defined as a "hazardous substance," or "pollutant" or "contaminant" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA", also commonly known as the "Superfund" law), as amended, (42 U.S.C. Sections 9601 et seq.) or pursuant to Section 25316 of the California Health & Safety Code; any "hazardous waste" listed pursuant to Section 25140 of the California Health & Safety

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Code; and petroleum, including crude oil or any fraction thereof, natural gas or natural gas liquids.

(c) "Investigate and Remediate" shall mean the undertaking of any activities to determine the nature and extent of Hazardous Material that may be located in, on, under or about the Property or that has been, is being or threatens to be Released into the environment, and to clean up, remove, contain, treat, stabilize, monitor or otherwise control such Hazardous Material.

(d) "Release" when used with respect to Hazardous Material shall include any actual or imminent spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into or inside the Property, or in, on, under or about the Property or the environment.

26.2 Landlord's Representations and Covenants. Landlord represents and warrants to City that, to the best of Landlord's knowledge with no duty to investigate, the following statements are true and correct and will be true and correct as of the Commencement Date: (a) the Property is not in violation of any Environmental Laws; (b) the Property is not now, nor has it been, used for the manufacture, use, storage, discharge, deposit, transportation or disposal of any Hazardous Material, except for the use of such substances in such limited quantities as are customarily used in telecommunications sites, which limited use has been and is in compliance with Environmental Laws; (c) the Property does not consist of any landfill or contain any underground storage tanks; (d) there has been and is no Release of any Hazardous Material in, on, under or about the Property; and (e) the Property is not subject to any claim by any governmental regulatory agency or third party related to the Release of any Hazardous Material, and there is no inquiry by any governmental agency (including, without limitation, the California Department of Toxic Substances Control or the Regional Water Quality Control Board) with respect to the presence of Hazardous Material in, on, under or about the Property, or the migration of Hazardous Material from or to other real property. Subject to City's obligations under this Section below, Landlord shall maintain the Property throughout the Term in compliance with all Environmental Laws that could affect the health, safety and welfare of City's employees or City's use, occupancy or enjoyment of the Premises for their intended purposes.

26.3. Landlord's Environmental Indemnity. Without limiting Landlord's Indemnity in **Section 18.2** (Landlord's Indemnity), above, Landlord shall Indemnify City and its Agents against any and all Claims arising during or after the Term of this Lease (a) as a result of any breach of any of Landlord's representations, warranties or covenants in the preceding Section, or (b) in connection with any presence or Release of Hazardous Material in, on, under or about the Property, unless City or its Agents caused such Release.

26.4. City's Covenants. City covenants and agrees that neither City nor any of its Agents shall cause or permit any Hazardous Material to be brought upon, kept, used, stored, generated, disposed of or Released in, on or about the Premises or any other part of the Property, or transported to or from the Property in violation of Environmental Laws, except that Tenant may use small quantities of Hazardous Materials as needed for routine cleaning and maintenance of Tenant's Equipment which are customarily used for routine cleaning and maintenance of such equipment and necessary quantities of pesticides and herbicides so long as all such materials are handled and used in compliance with Environmental Laws. Tenant shall immediately notify Landlord if and when Tenant learns or has reason to believe there has been any Release of Hazardous Materials on or about the Premises or the Property.

26.5 City's Environmental Indemnity. If City breaches any of its obligations contained in this Section, or if City or its Agents cause a Release of Hazardous Material from, on, or about the Premises or the Property or the violation of any Environmental Law, then City

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shall Indemnify Landlord from and against any and all Claims arising during or after the Term of this Lease as a result of such Release or violation of Environmental Laws; provided, however, Tenant shall not be liable for any Claims to the extent such Release or violation of Environmental Laws was caused by the negligence or willful misconduct of Landlord or its Agents. The foregoing Indemnity shall not include any Claims resulting from the non-negligent aggravation by City, its Agents or Invitees of physical conditions of the Premises, or other parts of the Property, existing prior to City's occupancy.

27. SPECIAL PROVISIONS

27.1 Tenant's Right to Terminate. Without limiting any other rights of City under this Lease, this Lease may be terminated by Tenant in whole or in part on sixty (60) days' prior written notice to Landlord as follows: (i) if and to the extent Tenant does not obtain licenses, permits or other approvals necessary to the construction or operation of Tenant's Facilities or is unable to maintain such licenses, permits or approvals due to reasons other than its failure to comply with the conditions of any such licenses, permits and approvals; or (ii) if and to the extent Tenant is unable to occupy or utilize the Premises due to a final and nonappealable ruling or directive of the FCC or other governmental or regulatory agency having jurisdiction over the Tenant or the Property, including, but not limited to, a take-back of frequencies. Upon the expiration of the notice period described in this subsection, this Lease shall terminate with respect to the portion of the Premises specified in the notice, and neither party hereto shall have any further obligations with respect thereto, except as expressly set forth herein.

27.2 City's Right to Terminate Due to Finding by Board of Supervisors. City shall have the right to terminate this Lease without liability upon ninety (90) days written notice to Landlord if, after notice and public hearing, the San Francisco Board of Supervisors determines that City's continued use of the Premises will adversely affect public health and safety.

27.3 Tenant's Protection Against Interference. So long as Tenant is not in default hereunder, after the Effective Date Landlord shall not use or grant a right for others to use the Property if such use would materially adversely interfere with Tenant's normal operation of the Communications Site as contemplated by this Lease. Any such use or right to use the Property granted to a third party that permits the installation of communication equipment shall be conditioned upon such use not causing measurable interference which materially impairs Tenant's ability to utilize the Premises for its intended purpose as set forth in this Lease. If during the Term Landlord initiates a use of the Property or grants any right for others to use the Property and such use causes measurable interference that materially impairs Tenant's normal operation of all or part of its Communications Site as contemplated by this Lease, Tenant shall notify Landlord, and Landlord shall have a reasonable period to correct such interference, during which time Landlord shall make all reasonable efforts to correct the interference. Without limiting any other remedies available at law or in equity, if Landlord fails to correct such interference within a reasonable period after Tenant's notice, Tenant shall have the right to terminate this Lease with respect to the adversely impacted portion of the Premises by giving notice to Landlord or, if Tenant determines that such interference can be eliminated by altering the Tenant Improvements or Tenant's other equipment located on the Premises, Tenant may so notify Landlord, which notice shall include a detailed description of the necessary Alterations and a cost estimate therefor ("**Tenant's Alteration Notice**"). Upon receipt of such notice, Landlord shall have the right, by giving notice to Tenant within fifteen (15) days after receipt of Tenant's Alteration Notice, to terminate this Lease with respect to the adversely impacted portion of the Premises, effective not less than thirty (30) days after delivery of the notice to Tenant. If Landlord elects not to terminate this Lease after receiving Tenant's Alteration Notice, Tenant may, at its election, either (i) make the Alterations described in Tenant's Alteration Notice, in compliance with **Section 7.1** (Tenant's Alterations) of this Lease, or (ii) terminate this Lease upon thirty (30) days' prior written notice to Landlord. If Tenant elects to make such

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Alterations, Tenant shall offset the actual, reasonable and documented cost incurred by Tenant to complete such Alterations against Base Rent as it comes due.

27.4 Landlord's Protection Against Interference. Tenant will not permit its Existing Facilities or use of the Existing Premises as a Communications Site to cause interference with or impairment of Landlord's computer equipment or the communications configurations, equipment and frequencies existing on the Property as of the effective date whether used by Landlord or any of its Agents or tenants on the Property. Tenant will not use the Existing Premises or its Existing Facilities located on the Existing Premises in any way that interferes with any existing use of the Property prior to the effective date of the Existing Lease under which such Existing Facilities were installed (including, without limitation, Landlord's use of the Property as a warehouse with related radio, telephone and other communications transmission and reception). Tenant will not permit any of its Additional Facilities or use of the Additional Premises as a Communications Site to cause interference with or impairment of Landlord's computer equipment or the communications configurations, equipment and frequencies existing on the Property as of the Effective Date, whether used by Landlord or any of its Agents or tenants on the Property. Tenant will not use the Additional Premises or its Additional Facilities located on the Additional Premises in any way that interferes with any existing use of the Property prior to the Effective Date (including, without limitation, Landlord's use of the Property as a warehouse with related radio, telephone and other communications transmission and reception). Tenant shall comply with all noninterference rules of the Federal Communications Commission and shall reasonably cooperate with Landlord and other tenants to resolve any issues of interference in an equitable fashion, subject to Tenant's rights under **Section 27.3** (Tenant's Protection Against Interference).

27.5 INTENTIONALLY OMITTED

28. GENERAL PROVISIONS

28.1 Notices. Any notice given under this Lease shall be effective only if in writing and given by delivering the notice in person or by commercial courier, or by sending it first class mail or certified mail with a return receipt requested, or next-business-day mail, return receipt requested, with postage prepaid, to: (a) Tenant at Tenant's address set forth in the Basic Lease Information, or at any place where Tenant or any agent, officer or employee of Tenant, acting through SFPUC, may be personally served if sent subsequent to Tenant's vacating, deserting, or abandoning such notice address(es); or (b) Landlord at Landlord's address set forth in the Basic Lease Information; or (c) to such other address as either Landlord or Tenant may designate as its new address for such purpose by notice given to the other in accordance with the provisions of this Section. All correctly addressed notices sent by a method that provides confirmation of delivery or attempted delivery shall be deemed to have been given or received on the earliest of confirmed attempted, refused, or completed delivery, or upon the date personal delivery is made. Facsimile numbers are provided for convenience of communication. Neither party may give official or binding notice by facsimile.

28.2 No Implied Waiver. No failure by either party to insist upon the strict performance of any obligation of the other under this Lease or to exercise any right, power or remedy arising out of a breach thereof, irrespective of the length of time for which such failure continues, shall constitute a waiver of such breach or of such term, covenant or condition. No acceptance by any Agent of Landlord of full or partial Base Rent or Additional Charges during the continuance of any such breach, and no acceptance of the keys to or possession of the Premises prior to the expiration of the Term by any Agent of Landlord while City is in default hereunder, shall constitute a waiver of such breach or of Landlord's right to demand strict compliance with such term, covenant or condition or operate as a surrender of this Lease. No express written waiver by either party of any default or the performance of any provision hereof shall affect any other default or performance, or cover any other period of time, other than the

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default, performance or period of time specified in such express waiver. One or more written waivers of a default or the performance of any provision hereof by either party shall not be deemed to be a waiver of a subsequent default or performance. The consent of Landlord or City given in any instance under the terms of this Lease shall not relieve the other party of any obligation to secure the consent to any other or future instance under the terms of this Lease.

28.3 Amendments. Neither this Lease nor any term or provisions hereof may be changed, waived, discharged or terminated orally, and no breach thereof shall be waived, altered or modified, except by a written instrument signed by both parties hereto.

28.4 Authority. Landlord represents and warrants to City that the execution and delivery of this Lease by Landlord has been duly authorized and does not violate any provision of any agreement, law or regulation to which Landlord or the Property is subject.

28.5 Interpretation of Lease. The words "Landlord" and "Tenant" or "City" as used herein shall include the plural as well as the singular. As used herein, the term "**Agents**" when used with respect to either party shall include the agents, employees, officers, contractors, subcontractors and representatives of such party, and the term "Invitees" when used with respect to either party shall include the clients, customers, invitees, guests, licensees, assignees or subtenants of such party. Use of the word "including" or similar words shall not be construed to limit any general term or statement in this Lease, whether or not language of non-limitation, such as "without limitation" or similar words are used. The captions preceding the articles and sections of this Lease and in the table of contents have been inserted for convenience of reference, and such captions in no way define or limit the scope or intent of any provision of this Lease. This Lease has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with herein. Provisions in this Lease relating to number of days shall be calendar days, unless otherwise specified, provided that if the last day of any period to give notice, reply to a notice or to undertake any other action occurs on a Saturday, Sunday or a bank or City holiday, then the last day for undertaking the action or giving or replying to the notice shall be the next succeeding business day. Except as otherwise expressly provided in this Lease, whenever in this Lease Landlord or City is required or requested to give its consent or approval, such consent or approval shall not be unreasonably withheld or delayed and the reasons for disapproval or withholding of consent shall be stated in reasonable detail in writing. All approvals, consents or other determinations permitted or required by City hereunder shall be made by or through the SFPUC General Manager, SFPUC Director of Information Technology Services, SFPUC Real Estate Director or City Director of Property, or their respective designees, unless otherwise provided in this Lease, by City's Charter or City ordinance.

28.6 Successors and Assigns. The terms, covenants and conditions contained in this Lease shall bind and inure to the benefit of Landlord and Tenant and, except as otherwise provided herein, their personal representatives and successors and assigns. There are no third party beneficiaries to this Lease.

28.7 Brokers. Neither party has had any contact or dealings regarding the leasing of the Premises, or any communication in connection therewith, through any licensed real estate broker or other person who could claim a right to a commission or finder's fee in connection with the lease contemplated herein except for the broker, if any, identified in the Basic Lease Information, whose commission, if any is due, shall be paid pursuant to a separate written agreement between such broker and the party through which such broker contracted. In the event that any broker or finder perfects a claim for a commission or finder's fee based upon any such contact, dealings or communication, the party through whom the broker or finder makes his claim shall be responsible for such commission or fee and shall Indemnify the other party from all Claims incurred by the indemnified party in defending against the same. The provisions of this Section shall survive any termination of this Lease.

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28.8 Severability. If any provision of this Lease or the application thereof to any person, entity or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such provision to persons, entities or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby and shall be valid and enforceable to the full extent permitted by law, except to the extent that enforcement of this Lease without the invalidated provision would be unreasonable or inequitable under all the circumstances or would frustrate a fundamental purpose of this Lease.

28.9 Governing Law. This Lease shall be construed and enforced in accordance with the laws of the State of California and City's Charter.

28.10 Entire Agreement. This instrument, including the exhibits hereto, which are made a part of this Lease, contains the entire agreement between the parties and all prior written or oral negotiations, understandings and agreements are merged herein. The parties further intend that this Lease shall constitute the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever (including prior drafts hereof and changes therefrom) may be introduced in any judicial, administrative or other legal proceeding involving this Lease.

28.11 Attorneys' Fees. In the event that either Landlord or Tenant fails to perform any of its obligations under this Lease or in the event a dispute arises concerning the meaning or interpretation of any provision of this Lease, the defaulting party or the party not prevailing in such dispute, as the case may be, shall pay the prevailing party reasonable attorneys' and experts' fees and costs, any and all court costs and other costs of actions incurred by the prevailing party in connection with the prosecution or defense of such action and enforcing or establishing its rights hereunder (whether or not such action is prosecuted to judgment), including, without limitation, court costs and reasonable attorneys' fees. For purposes of this Lease, reasonable fees of attorneys of City's Office of City Attorney shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the subject matter area of the law for which the City Attorney's services were rendered who practice in the City of San Francisco in law firms with approximately the same number of attorneys as employed by the Office of City Attorney. The term "attorneys' fees" shall also include, without limitation, all such fees incurred with respect to appeals, mediations, arbitrations, and bankruptcy proceedings, and whether or not any action is brought with respect to the matter for which such fees were incurred. The term "costs" shall mean the costs and expenses of counsel to the parties, which may include printing, duplicating and other expenses, air freight charges, hiring of experts, and fees billed for law clerks, paralegals, and others not admitted to the bar but performing services under the supervision of an attorney.

28.12 Holding Over. Should City hold over in possession of the Premises after the expiration of the Term with Landlord's consent, such holding over shall not be deemed to extend the Term or renew this Lease, but such tenancy thereafter shall continue as a month-to-month tenancy. Such tenancy shall be on all the terms and conditions set forth in this Lease and at the monthly Base Rent in effect during the last month of the Term of the Lease or such other rental as Landlord and City may mutually agree in writing as a condition to Landlord's consent to such holding over, and City shall continue as a month-to-month tenant until the tenancy shall be terminated by Landlord giving City or City giving Landlord at least thirty (30) days' prior written notice of termination. Should City hold over without Landlord's consent, the rent payable by City during the period of such holding over shall be one hundred ten percent (110%) of the monthly Base Rent in effect during the last month of the Term of this Lease, and such tenancy shall otherwise be on the terms and conditions contained herein.

28.13 Time of Essence. Time is of the essence with respect to all provisions of this Lease in which a definite time for performance is specified.

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28.14 Cumulative Remedies. All rights and remedies of either party hereto set forth in this Lease shall be cumulative, except as may otherwise be provided herein.

28.15 Survival of Indemnities. Termination of this Lease shall not affect the right of either party to enforce any and all indemnities and representations and warranties given or made to the other party under this Lease, nor shall it affect any provision of this Lease that expressly states it shall survive termination hereof. Each party hereto specifically acknowledges and agrees that, with respect to each of the indemnities contained in this Lease, the indemnitor has an immediate and independent obligation to defend the indemnitees from any claim which actually or potentially falls within the indemnity provision even if such allegation is or may be groundless, fraudulent or false, which obligation arises at the time such claim is tendered to the indemnitor by the indemnitee and continues at all times thereafter.

28.16 Signs. City may erect or post signs on or about the Premises subject to Landlord's prior approval. Landlord reserves the right to review the placement, design, and plan for any such sign prior to its erection or posting and agrees that the approval thereof shall not be unreasonably withheld or delayed.

28.17 Quiet Enjoyment and Title. Landlord covenants and represents that it has full right, power and authority to grant the leasehold estate hereunder, and covenants that City, upon paying the Rent hereunder and performing the covenants hereof, shall peaceably and quietly have, hold and enjoy the Premises and all appurtenances during the full Term of this Lease as against all persons or entities claiming by and through Landlord or on account of any action, inaction or agreement of Landlord or its Agents. Without limiting the provisions of **Section 18** (Indemnities), Landlord agrees to Indemnify City and its Agents against Claims arising out of any assertion that would interfere with City's right to quiet enjoyment as provided in this Section.

28.18 Bankruptcy. Landlord represents and warrants to City that Landlord has neither filed nor been the subject of any filing of a petition under the federal bankruptcy law or any federal or state insolvency laws or laws for composition of indebtedness or for the reorganization of debtors, and, to the best of Landlord's knowledge, no such filing is threatened. Landlord and City agree that City's leasehold estate created hereby includes, without limitation, all rights to receive and enjoy all services, facilities and amenities of the Premises and the Property as provided herein, and that if any of such services, facilities or amenities are terminated, or materially limited or restricted on account of any such case or proceeding, or for any other reason, City shall have the right to (i) contract directly with any third-party provider of such services, facilities or amenities to obtain the same, and (ii) offset against the Base Rent or other charges payable hereunder any and all reasonable costs and expenses incurred by City in obtaining such services, facilities or amenities.

28.19 Transfer of Landlord's Interest. Landlord shall have the right to transfer its interest in the Property or this Lease to any other financially responsible person or entity. In the event of any such transfer, Landlord shall be relieved, upon notice to City of the name and address of Landlord's successor, of any obligations accruing hereunder from and after the date of such transfer and upon delivering to City an express assumption by the transferee of all of Landlord's obligations hereunder.

28.20 Non-Liability of City Officials, Employees and Agents. Notwithstanding anything to the contrary in this Lease, no elective or appointive board, commission, member, officer, employee or agent of City shall be personally liable to Landlord, its successors and assigns, in the event of any default or breach by City or for any amount which may become due to Landlord, its successors and assigns, or for any obligation of City under this Lease.

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28.21 Prevailing Wages for Construction Work. Landlord agrees that any person performing labor in the construction of the Leasehold Improvements or other improvements to the Premises which Landlord provides under this Lease shall be paid not less than the highest prevailing rate of wages as required by Section 6.22(E) of the San Francisco Administrative Code, shall be subject to the same hours and working conditions, and shall receive the same benefits as in each case are provided for similar work performed in San Francisco County. Landlord shall include, in any contract for construction of such improvements to the Premises, a requirement that all persons performing labor under such contract shall be paid not less than the highest prevailing rate of wages for the labor so performed. Landlord shall require any contractor to provide, and shall deliver to City every two weeks during any construction period, certified payroll reports with respect to all persons performing labor in the construction of any Leasehold Improvements or other improvements to the Premises.

28.22 Non-Discrimination in City Contracts and Benefits Ordinance.

(a) Covenant Not to Discriminate. In the performance of this Lease, Landlord agrees not to discriminate against any employee of, any City employee working with Landlord, or applicant for employment with Landlord, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.

(b) Subcontracts. Landlord shall include in all subcontracts relating to the Premises a non-discrimination clause applicable to such Subtenant or other subcontractor in substantially the form of subsection (a) above. In addition, Landlord shall incorporate by reference in all subleases and other subcontracts the provisions of Sections 12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code and shall require all subtenants and other subcontractors to comply with such provisions. Landlord's failure to comply with the obligations in this subsection shall constitute a material breach of this Lease.

(c) Non-Discrimination in Benefits. Landlord does not as of the date of this Lease and will not during the Term, in any of its operations in San Francisco, on real property owned by City, or where the work is being performed for the City, or elsewhere within the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in Section 12B.2(b) of the San Francisco Administrative Code.

(d) Condition to Lease. As a condition to this Lease, Landlord shall execute the "Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits" form (Form HRC-12B-101) with supporting documentation and secure the approval of the form by the San Francisco Human Rights Commission (the "**HRC**"). Landlord hereby represents that prior to execution of this Lease, (i) Landlord executed and submitted to the HRC Form HRC-12B-101 with supporting documentation, and (ii) the HRC approved such form.

(e) Incorporation of Administrative Code Provisions by Reference. The provisions of Chapters 12B and 12C of the San Francisco Administrative Code relating to non-discrimination by parties contracting for the lease of property to City are incorporated in this Section by reference and made a part of this Lease as though fully set forth herein. Landlord

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shall comply fully with and be bound by all of the provisions that apply to this Lease under such Chapters of the Administrative Code, including but not limited to the remedies provided in such Chapters. Without limiting the foregoing, Landlord understands that pursuant to Section 12B.2(h) of the San Francisco Administrative Code, a penalty of $50 for each person for each calendar day during which such person was discriminated against in violation of the provisions of this Lease may be assessed against Landlord and/or deducted from any payments due Landlord.

28.23 Notification of Limitations on Contributions. Through its execution of this Lease, Landlord acknowledges that it is familiar with Section 1.126 of the San Francisco Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the selling or leasing of any land or building to or from the City whenever such transaction would require approval by a City elective officer or the board on which that City elective officer serves, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or a board on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. Landlord acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of $50,000 or more. Landlord further acknowledges that the prohibition on contributions applies to each prospective party to the contract; each member of Landlord's board of directors, chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Landlord; any subcontractor listed in the contract; and any committee that is sponsored or controlled by Landlord. Additionally, Landlord acknowledges that Landlord must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126. Landlord further agrees to provide to City the names of each person, entity or committee described above.

28.24 MacBride Principles – Northern Ireland. The City and County of San Francisco urges companies doing business in Northern Ireland to move toward resolving employment inequities and encourages them to abide by the MacBride Principles as expressed in San Francisco Administrative Code Section 12F.1 et seq. The City and County of San Francisco also urges San Francisco companies to do business with corporations that abide by the MacBride Principles. Landlord acknowledges that it has read and understands the above statement of the City and County of San Francisco concerning doing business in Northern Ireland.

28.25 Conflicts of Interest. Through its execution of this Lease, Landlord acknowledges that it is familiar with the provisions of Section 15.103 of the San Francisco Charter, Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and Section 87100 *et seq.* and Section 1090 *et seq.* of the Government Code of the State of California, and certifies that it does not know of any facts which would constitute a violation of said provisions, and agrees that if Landlord becomes aware of any such fact during the Term of this Lease, Landlord shall immediately notify City.

28.26 Tropical Hardwood and Virgin Redwood Ban.

(a) Except as expressly permitted by the application of Sections 802(b) and 803(b) of the San Francisco Environment Code, neither Landlord nor any of its contractors shall provide any items to City in the construction of any improvements or otherwise in the performance of this Lease that are tropical hardwood, tropical hardwood wood products, virgin redwood, or virgin redwood wood products.

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(b) The City and County of San Francisco urges companies not to import, purchase, obtain or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood, or virgin redwood wood products.

(c) In the event Landlord fails to comply in good faith with any of the provisions of Chapter 8 of the San Francisco Environment Code, Landlord shall be liable for liquidated damages for each violation in an amount equal to Landlord's net profit on the contract, or five percent (5%) of the total amount of the contract dollars, whichever is greatest. Landlord acknowledges and agrees that the liquidated damages assessed shall be payable to the City and County of San Francisco upon demand and may be set off against any monies due to Landlord from any contract with the City and County of San Francisco.

28.27 Controller's Certification of Funds. The terms of this Lease shall be governed by and subject to the budgetary and fiscal provisions of the City's Charter. Notwithstanding anything to the contrary contained in this Lease, there shall be no obligation for the payment or expenditure of money by City under this Lease unless the Controller of the City and County of San Francisco first certifies, pursuant to Section 3.105 of the City's Charter, that there is a valid appropriation from which the expenditure may be made and that unencumbered funds are available from the appropriation to pay the expenditure. Without limiting the foregoing, if in any fiscal year of City after the fiscal year in which the Term of this Lease commences, sufficient funds for the payment of Rent and any other payments required under this Lease are not appropriated, then City may terminate this Lease, without penalty, liability or expense of any kind to City, as of the last date on which sufficient funds are appropriated. City shall use its reasonable efforts to give Landlord reasonable advance notice of such termination.

28.28 Counterparts. This Lease may be executed in two or more counterparts, each of which shall be deemed an original, but all of which Taken together shall constitute one and the same instrument.

28.29 Effective Date . This Lease shall become effective on the date upon which the Board of Supervisors and PUC have duly adopted resolutions approving this Lease and the Mayor has approved this Lease, and the parties hereto have duly executed this Lease.

28.30 Disclosure. In accordance with Section 67.24(e) of the San Francisco Administrative Code, contracts, contractors' bids, leases, agreements, responses to Requests for Proposals, and all other records of communications between City and persons or firms seeking contracts will be open to inspection immediately after a contract has been awarded. Nothing in this provision requires the disclosure of a private person's or organization's net worth or other proprietary financial data submitted for qualification for a contract, lease, agreement or other benefit until and unless that person or organization is awarded the contract, lease, agreement or benefit. Information provided which is covered by this Section will be made available to the public upon request.

28.31 Certification by Landlord. By executing this Lease, Landlord certifies that neither Landlord nor any of its officers or members have been suspended, disciplined or disbarred by, or prohibited from contracting with, any federal, state or local governmental agency. In the event Landlord or any of its officers or members have been so suspended, disbarred, disciplined or prohibited from contracting with any governmental agency, it shall immediately notify the City of same and the reasons therefore together with any relevant facts or information requested by City. Any such suspension, disbarment, discipline or prohibition may result in the termination or suspension of this Lease. Landlord acknowledges that this certification is a material term of this Lease.

28.32 Sunshine Ordinance. In accordance with Section 67.24(e) of the San Francisco Administrative Code, contracts, contractors' bids, leases, agreements, responses to Requests for

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Proposals, and all other records of communications between City and persons or firms seeking contracts will be open to inspection immediately after a contract has been awarded. Nothing in this provision requires the disclosure of a private person's or organization's net worth or other proprietary financial data submitted for qualification for a contract, lease, agreement or other benefit until and unless that person or organization is awarded the contract, lease, agreement or benefit. Information provided which is covered by this Section will be made available to the public upon request.

28.33 Cooperative Drafting. This Lease has been drafted through a cooperative effort of both parties, and both parties have had an opportunity to have the Lease reviewed and revised by legal counsel. No party shall be considered the drafter of this Lease, and no presumption or rule that an ambiguity shall be construed against the party drafting the clause shall apply to the interpretation or enforcement of this Lease.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS LEASE, THE PARTIES ACKNOWLEDGE THAT NO OFFICER OR EMPLOYEE OF CITY HAS AUTHORITY TO COMMIT CITY TO THIS LEASE UNLESS AND UNTIL CITY'S PUBLIC UTILITIES COMMISSION AND MAYOR AND BOARD OF SUPERVISORS EACH SHALL HAVE DULY ADOPTED A RESOLUTION APPROVING THIS LEASE, AND AUTHORIZING CONSUMMATION OF THE TRANSACTION CONTEMPLATED HEREBY. THEREFORE, ANY OBLIGATIONS OR LIABILITIES OF CITY HEREUNDER ARE CONTINGENT UPON, AND SUBJECT TO, DUE ADOPTION OF SUCH RESOLUTIONS, AND THIS LEASE SHALL BE NULL AND VOID IF SUCH RESOLUTIONS ARE NOT ADOPTED BY THE PUBLIC UTILITIES COMMISSION AND MAYOR AND BOARD OF SUPERVISORS, EACH IN THEIR SOLE AND ABSOLUTE DISCRETION, AND IN ACCORDANCE WITH ALL APPLICABLE LAWS. APPROVAL OF THIS LEASE BY ANY DEPARTMENT, COMMISSION OR AGENCY OF CITY SHALL NOT BE DEEMED TO IMPLY THAT SUCH RESOLUTION WILL BE ADOPTED NOR WILL ANY SUCH APPROVAL CREATE ANY BINDING OBLIGATIONS ON CITY.

[SIGNATURES ON FOLLOWING PAGE]

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City and Landlord have executed this Lease as of the date first written above.

LANDLORD:

COMMUNICATION & CONTROL, INC., a California corporation

By: _____

Name: Scott McQueen

Title: V.P. OPERATIONS

By: _____

Name: _____

Title: _____

CITY:

CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation

_____

Harlan L. Kelly, Jr.
General Manager
Public Utilities Commission

AUTHORIZED BY

PUBLIC UTILITIES COMMISSION

Resolution No. 14-0112
Adopted: July 8, 2014

BOARD OF SUPERVISORS

Resolution No. 401-14
Adopted: October 28, 2014

APPROVED AS TO FORM:

DENNIS J. HERRERA
City Attorney

By: _____
Carolyn Johnson Stein
Deputy City Attorney

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EXHIBIT A

Description of Leased Premises

All that certain real property located in Alameda County, California, described as follows:

BEGINNING at the United States Geological Survey (USGS) Station Allison, being a 2-inch Bronze USGS Disc stamped "VA 2659" thence from said point of beginning North 20 deg. 30' 36" East 518.96 feet to a 2"x 2" hub being the TRUE POINT OF BEGINNING of this description; thence South 00 deg. 13' 45" East 990.00 feet to a 2"x 2" hub; thence South 89 deg. 43' 37" West 1100.00 feet to a concrete nail and flagging set in rock; thence North 00 deg. 13' 45" West 990.00 feet to a 2"x 2" hub; thence North 89 deg. 43' 37" East 1100.00 feet to the said true point of beginning a portion of Section 1`6, Township 5 South Range 1 East, Mount Diablo Base and Meridian.

The bearing of North 00 deg. 13' 45" West of the line from City of San Francisco Brass Disk Monument No. 77.7 to City of San Francisco Brass Disk Monument No. 74 was used as the basis of all bearings used in this description.

F.C.C. Information:

Latitude	37	29'	56" North
Longitude	121	52'	16" West

Assessor Parcel Number: 096-0090-005-07

Docusign Envelope ID: 52EBF508-606F-450F-BF22-B26C22BF5B4B

EXHIBIT B

Existing Premises and City's Existing Facilities

[See attached spreadsheet]

Docusign Envelope ID: 52EBF508-606F-450F-BF22-B26C22BF5B4B

EXHIBIT C

NOTICE OF COMMENCEMENT DATE

[Date]

Mr. Scott McQueen
Vice President of Operations
Communication & Control, Inc.
Campbell, CA 95008-2900

RE: Acknowledgment of Commencement Date and Expiration Date, Lease Between _____ (Landlord), and the City and County of San Francisco (Tenant), for Communications Site premises located at _____

Dear Mr. McQueen:

This letter will confirm that for all purposes of the Lease, the Commencement Date (as defined in Section 3.2 of the Lease) is _____, 2015.

Please acknowledge your acceptance of this letter by signing and returning a copy of this letter.

Very truly yours,

Name_____
Title _____

Accepted and Agreed:

By: _____

Dated _____

Docusign Envelope ID: 52EBF508-606F-450F-BF22-B26C22BF5B4B

EXHIBIT D

Price List for Antennas and Racks

(see Section 4.2)

Docusign Envelope ID: 52EBF508-606F-450F-BF22-B26C22BF5B4B

	EXHIBIT D
	LANDLORD'S PRICE PROPOSAL
	Description
A	**Shelter Space**
A.1	Equipment Rack: 19" EIA open equipment rack, with a 24" x 24" footprint @ $435.00 per rack. NOTE: Rack space includes Tower space for one Omni <=12' or $85 credit towards any other Omni or MW Dish.
A.2	Utility connection for equipment rack @ $35 per rack.
A.3	Communication shelter space for mounting 10 each Low-Band radio filter cavities, measuring 6'- 8' diameter and up to 12' long. Space can be on the interior back or side wall of shelter. Alternatively, overhead mounting may also be possible. NOTE: Filters and cavities as described are considered part of the antenna system. As long as they are installed in a location agreeable to both parties, that will work with the equipment, the price of the standard rack space will be reduced by $150.00.
B	**Tower Space**
B.1	Omni Antennas (60' AGL minimum mounting height on any tower) : 4' to 10' @ $100.00 ea., 11' to 18' @ $125.00 ea.
B.2	Microwave Dish Antennas (40' AGL maximum mounting height on any tower): 8-foot dish= $425.00; 6-foot dish = $380.00; 4-foot dish = $275.00; 2-foot dish = $150.00. NOTE: Rates are adjusted for special location or height requirements on the tower.
*	Costs increase 3% annually. Cost increases exclude Utility costs, which are based on initially agreed amount and adjusted periodically for actual usage.

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EXHIBIT B

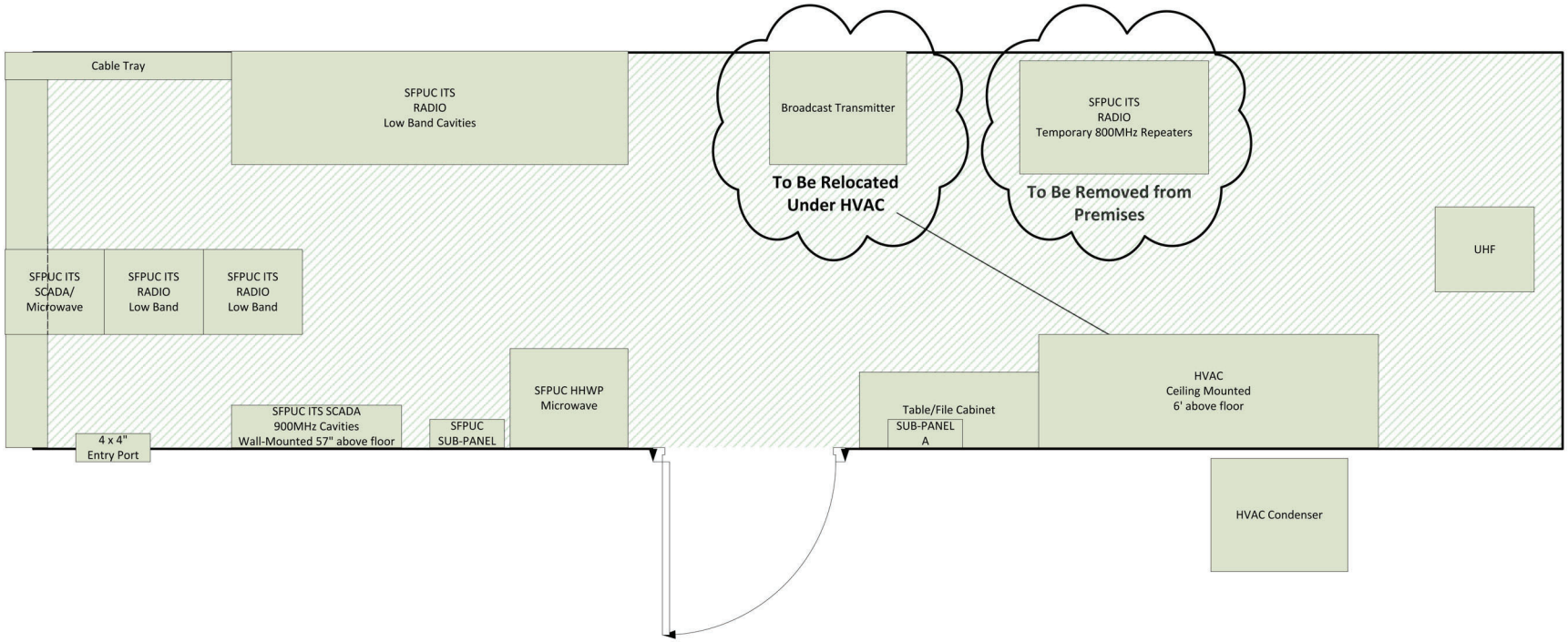
Existing Premises and City Facilities

[see attached]

Docusign Envelope ID: 52EBF508-606F-450F-BF22-B26C22BF5B4B

EXHIBIT B

Existing Premises



Building 3 (B-3) Existing Floor Plan

Docusign Envelope ID: 52EBF508-606F-450F-BF22-B26C22BF5B4B

SFPUC Existing Antenna Locations

Tower/Pipe	Elevation AGL	Antenna	Antenna Function	Frequency Range
T-2	80' C/L	2' Dish	SCADA MW to Calavares Dam	18 GHz
T-4	24' Base	Whip	SCADA VHF	VHF
	20' C/L	4' Dish	HHWP MW to Cal Sub Station	
	11' C/L	6' Dish	SCADA MW to Livermore Hills	6 GHz
T-5	110' Base (approx)		LB LMR Rx	Low Band
	90' Base (approx)	Whip	SCADA 900 MHz UPPER	900 MHz
	80' Base (approx)		LB LMR Tx1	Low Band
	65' Base (approx)	Whip	SCADA 900 MHz LOWER	900 MHz
	60' Base (approx)		LB LMR Tx2	Low Band
	Unknown	Whip	800 MHz Frequecy Holder Tx	800 MHz
	Unknown	Whip	800 MHz Frequecy Holder Rx	800 MHz
P-3	15' C/L (approx)	6' Dish	SCADA MW to HTWTP	6 GHz
	10' C/L (approx)	4' Dish	SCADA MW to Sunol Yard	18 GHz

Docusign Envelope ID: 52EBF508-606F-450F-BF22-B26C22BF5B4B

EXHIBIT C

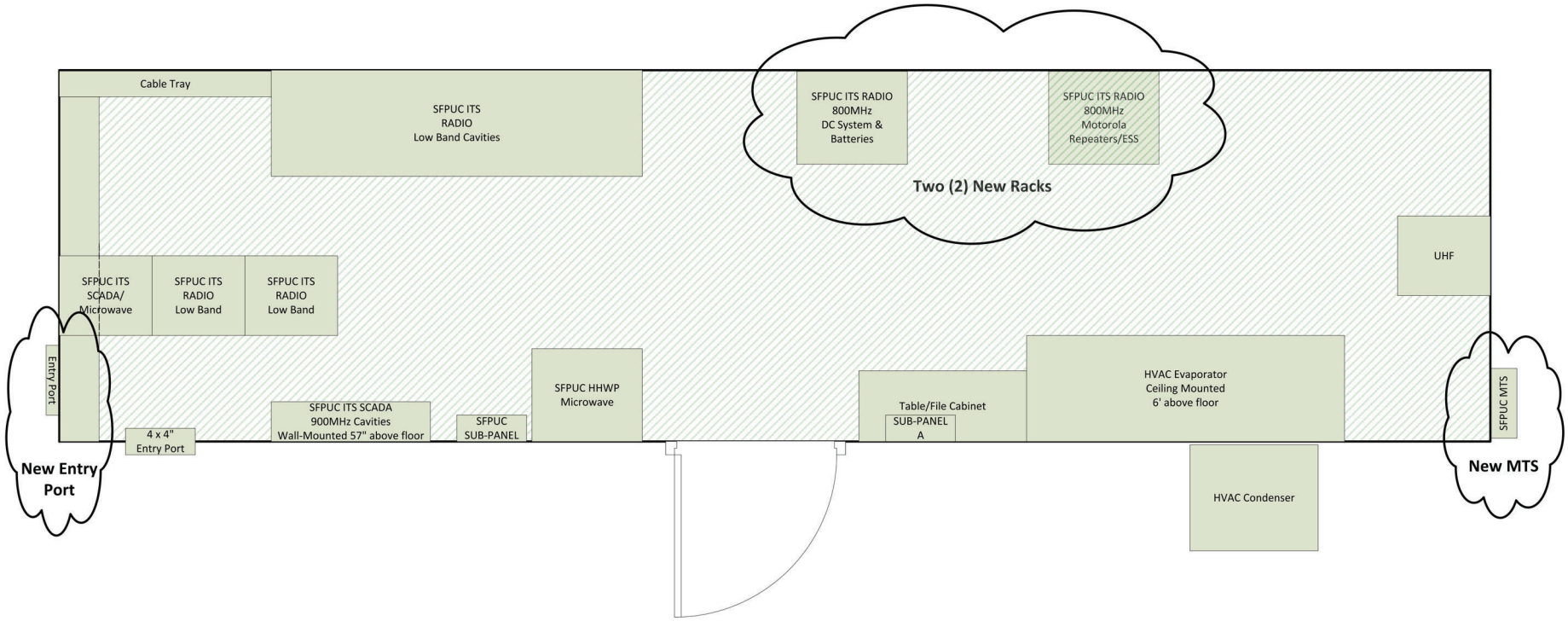
Expanded Premises, Additional City Facilities

[see attached]

Docusign Envelope ID: 52EBF508-606F-450F-BF22-B26C22BF5B4B

EXHIBIT C

Expanded Premises



Building 3 (B-3) Proposed Floor Plan

Docusign Envelope ID: 52EBF508-606F-450F-BF22-B26C22BF5B4B

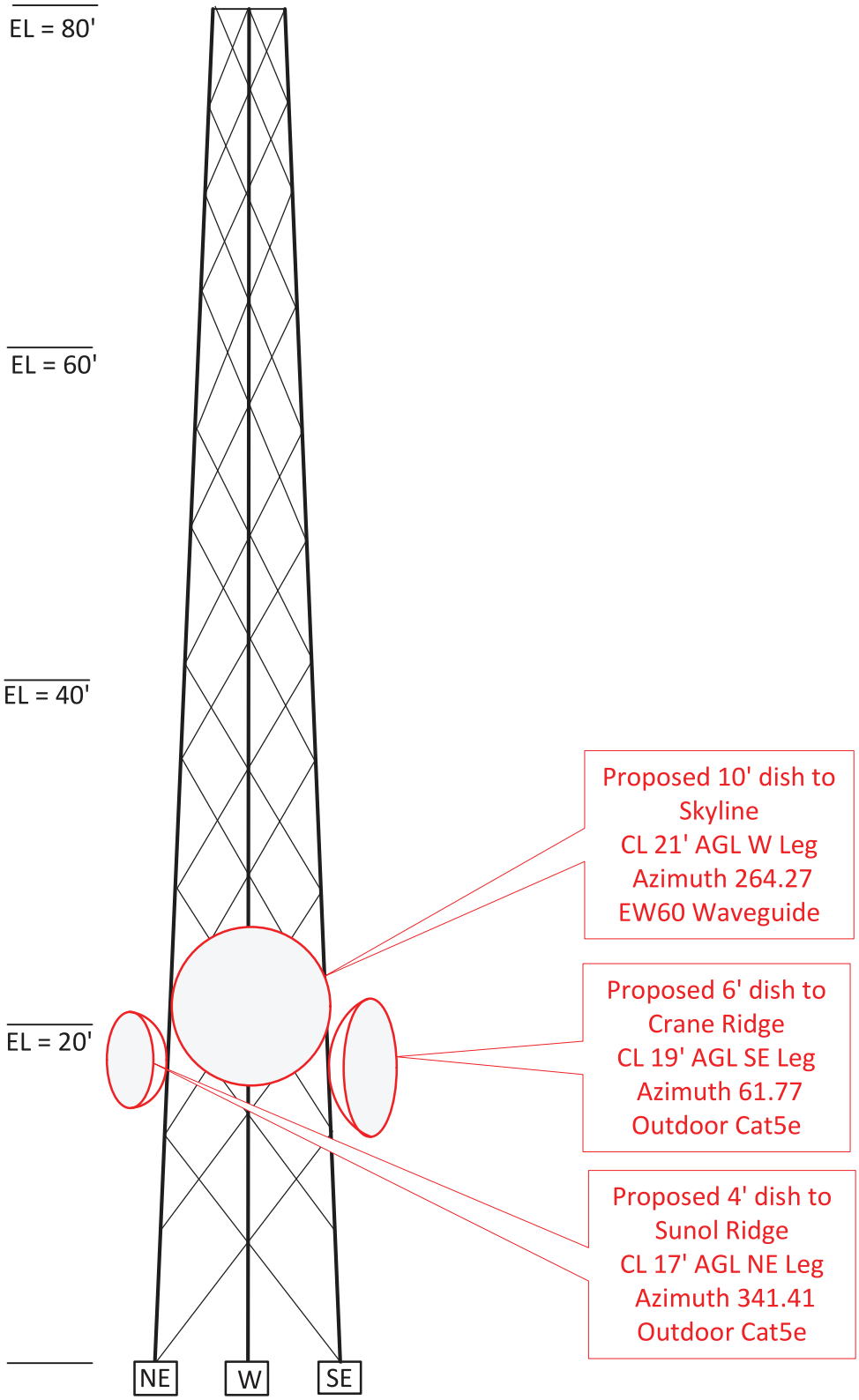
SFPUC Proposed Antenna Locations

Tower/Pipe	Elevation AGL	Antenna	Antenna Function	Frequency Range	Feedline	Feedline Qty.
T-1	19' C/L	6' Dish	P25 LMR MW to Crane Ridge	6 GHz	Outdoor Cat5e	2
	17' C/L	4' Dish	P25 LMR MW to Sunol Ridge	11 GHz	Outdoor Cat5e	2
	21' C/L N leg	10' Dish	P25 LMR MW to Skyline	6 GHz	Elliptical Waveguide	1
T-5	110' Base	17.2' Whip	P25 LMR Rx1	800 MHz	7/8" Coaxial	1
	110' Base	17.2' Whip	P25 LMR Rx2	800 MHz	7/8" Coaxial	1
	110'	Tower Top Amplifier	P25 LMR Rx1, Rx2	800 MHz	1/2" Coaxial	1
	80' Base	17.2' Whip	P25 LMR Tx	800 MHz	7/8" Coaxial	1
Cable Bridge**	8' (approx)	< 1' GPS (Qty. 2)	GPS - Timing		3/8" Data Cable	2

**** Mounted to Cable Bridge Between B-3 and T-5**

Docusign Envelope ID: 52EBF508-606F-450F-BF22-B26C22BF5B4B

Tower 1 (T-1)
Proposed Microwave
Dish Locations



Not to Scale

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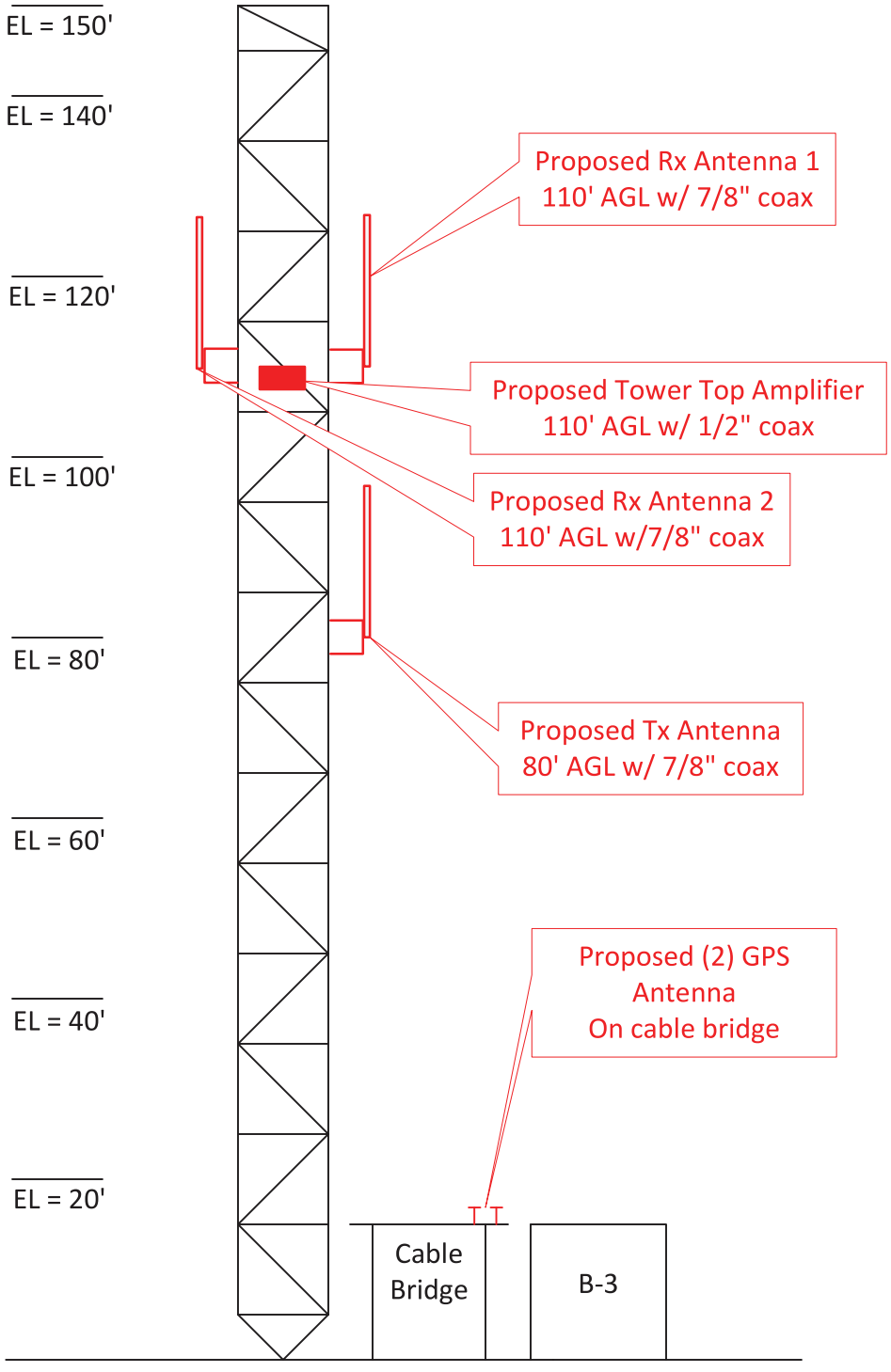
Tower 5 (T-5)
Proposed LMR
Antenna
Locations



Not to Scale

Docusign Envelope ID: 52EBF508-606F-450F-BF22-B26C22BF5B4B

EXHIBIT D

Additional SFPUC Equipment Rent

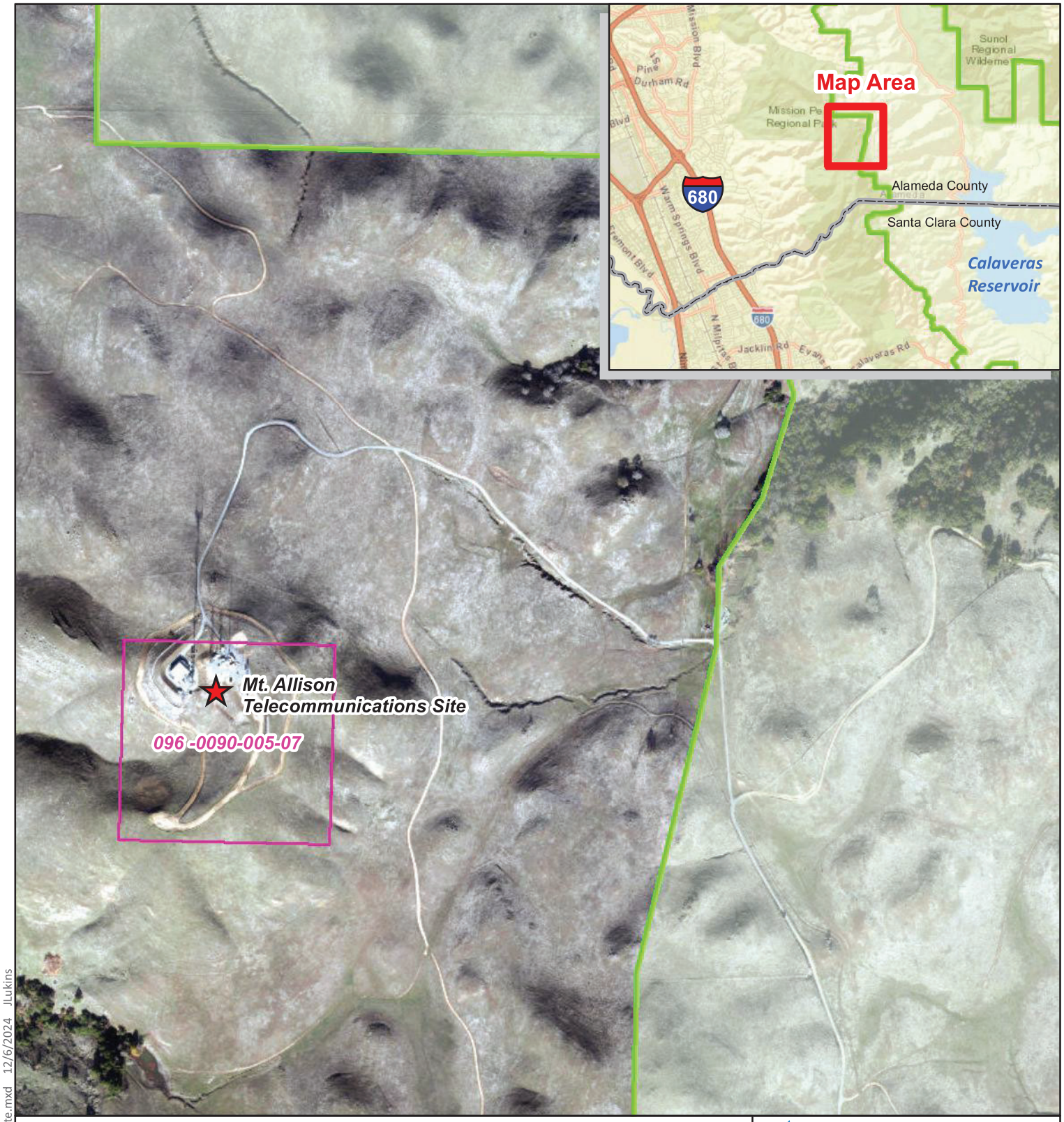
[see attached]

Docusign Envelope ID: 52EBF508-606F-450F-BF22-B26C22BF5B4B

EXHIBIT D

SFPUC Additional Equipment Rent

SFPUC EQUIPMENT LIST					
A	**SHELTER SPACE**	**Qty.**	**Cost**	**Total**	**Comment**
A.1	**Equipment Rack**				
	Enclosed Cabinet	1	$ 565.00	$ 565.00	2' x 2' floor space, no larger
	Open Rack	1	$ 565.00	$ 565.00	2' x 2' floor space, no larger
A.2	**Utility Connect for Equipment Rack**				
	240VAC 25A circuits to DC system rack	0	$ -	$ -	TBD depending on utility charge for building or individual
A.3	**Cavity**				
	N/A - Integrated into ESS Cabinet	0	$ -	$ -	inside cabinet no additional charge
B	**TOWER SPACE**				
B.1	**Omni Antennas**				
	17.5' Omni Whip Antenna Rx (**T-5**, 110')	2	$ 195.00	$ 390.00	Location has been approved by thet tower engineer
	17.5' Omni Whip Antenna Tx (**T-5**, 80')	1	$ 195.00	$ 195.00	Location has been approved by thet tower engineer
	Tower Top Amplifier (**T5**, 110')	1	$ 60.00	$ 60.00	Location has been approved by thet tower engineer
	GPS Antenna	2	$ -	$ -	To be mounted on cable bridge between B-3 and T-5
	4' Omni Whip Antenna (currently **T-4**, 23')	1	$ 140.00	$ 140.00	Existing on T-4 currently not charged for
B2.	**Microwave Dish Antennas**				
	10' Dish Antenna (**T-1**, 21' CL)	1	$ 705.00	$ 705.00	Legs & height selected by Motorola
	6' Dish Antenna (**T-1**, 19' CL)	1	$ 450.00	$ 450.00	Legs & height selected by Motorola
	4' Dish Antenna (**T-1**, 17' CL)	1	$ 296.00	$ 296.00	Legs & height selected by Motorola
	Proposed Additional Rent for New Equipment (TOTAL)			**$ 3,366.00**	



Legend

- SFPUC Parcels (Fee Owned)
- Tax Assessor Parcel

The City does not guarantee that the information is accurate or complete. The City is not responsible for any damages arising from the use of data. Users should verify the information before making project commitments.

N

Scale 1:8,000

Feet

0 400 800

Hetch Hetchy Regional Water System

San Francisco Public Utilities Commission

Real Estate Services

Mt. Allison Telecommunications Site Alameda County

Date: 12/6/24 Author: JGL

S:\Real_Estate\GIS_Data\Maps\Mt_Allison_radio_site.mxd 12/6/2024 JLukins

SFPUC
WATER
HETCH HETCHY WATER & POWER
CLEAN WATER

SAN FRANCISCO PUBLIC UTILITIES COMMISSION

INFORMATION TECHNOLOGY SERVICES

1155 Market Street, 10th Floor, San Francisco, California 94103 • Tel. (415) 551-4300 • Fax (415) 551-4340

GAVIN NEWSOM
MAYOR

RICHARD SKLAR
PRESIDENT

ANN MOLLER CAEN
VICE PRESIDENT

E. DENNIS NORMANDY
ADAM WERBACH
RYAN L. BROOKS

SUSAN LEAL
GENERAL MANAGER

November 30, 2005

Scott McQueen
Vice President of Operations
Communications & Control, Inc.,
2633 South Bascom Avenue
Campbell, California 95008-5698

Subject: Lease of Telecommunication Facilities at Mount Allison, Alameda County, California

Dear Scott,

Attached for your records is one original executed copy of the subject lease agreement.

The Lease is effective November 1, 2005. Please submit monthly invoices to:

Director
Information Technology Services
San Francisco Public Utilities Commission
1155 Market Street, 10th Floor
San Francisco, CA 94109

Please, do not hesitate to contact me if you have any questions.

Sincerely,

X. Fonda Davidis
Principal Engineer, SCADA
Information Technology Services
San Francisco Public Utilities Commission

Encl. As Noted

cc: G. Dowd (BCLM)
C. Lee (BCLM)
H. Loffeld
B. Tison
C. Walker

PUBLIC UTILITIES COMMISSION

GAVIN NEWSOM, MAYOR

RADIO COMMUNICATIONS SITE LEASE

between

CITY AND COUNTY OF SAN FRANCISCO,
as Tenant

and

COMMUNICATION & CONTROL, INC.
as Landlord

For the lease of

Telecommunication Facilities

At Mount Allison

Alameda County, California

Dated November 1, **2005**

PUBLIC UTILITIES COMMISSION

Richard Sklar - President
Ann Moller Caen – Vice President
E. Dennis Normandy – Commissioner
Adam Werbach – Commissioner
Ryan L. Brooks – Commissioner

Susan Leal
General Manager of Public Utilities

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Signature Page

Exhibit A: Description of Leased Premises

Exhibit A-1: License Areas

Exhibit B: Drawing of Premises and Landlord's Price Proposal

Exhibit B-1: Initial and First Expansion Premises Drawing

Exhibit B-2: Initial, First and Second Expansion Premises Drawing

Exhibit B-3 Landlord's Price Proposal

Exhibit C: Notice of Commencement Date

SAN FRANCISCO PUBLIC UTILITIES COMMISSION

RADIO COMMUNICATIONS SITE LEASE

THIS RADIO COMMUNICATIONS SITE LEASE (this "Lease") dated for reference purposes only as of November 1, 2005 made between COMMUNICATION & CONTROL, INC., a California corporation ("Landlord"), and the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation, acting by and through its Public Utilities Commission ("City" or "Tenant").

City and Tenant hereby covenant and agree as follows:

1. BASIC LEASE INFORMATION

1.1 Basic Lease Information. The following is a summary of basic lease information (the "Basic Lease Information"). Each item below shall be deemed to incorporate all of the terms set forth in this Lease pertaining to such item. In the event of any conflict between the information in this Section and any more specific provision of this Lease, the more specific provision shall control.

Lease Reference Date:	November 1, 2005
Landlord:	COMMUNICATION & CONTROL, INC.
Tenant:	CITY AND COUNTY OF SAN FRANCISCO
Property (Section 2.1):	That portion of Assessors Parcel No. 096-0090-005-07 (more commonly known as Mt. Allison), Alameda County, California, as more particularly described on Exhibit A attached hereto and all appurtenances and improvements thereto.
Premises (Section 2.1):	The portion of the Property, consisting of (i) approximately 14 square feet of shelter space for the installation, use and operation of one 19" EIA open equipment rack (24" x 24" footprint), and (ii) tower space for the installation, use and operation of two (2) Omni antennas, up to 12' long, up to 80' in height AGL, with minimum vertical separation of 6' between Omnis, for 932/941 MHz SCADA System and any other Equipment (as defined below), all as shown on Exhibit B-1 attached hereto (the "Premises).
License (Section 2.2):	In connection with lease of the Premises and for the term of the lease, Tenant shall have a nonexclusive and nonpossessory license (the "License") for the placement of antennae cables as shown on the Approved Plans and as otherwise mutually agreed

between Landlord and Tenant, and Tenant shall have a non-exclusive use and right of vehicular access, ingress and egress over existing roads, paths and driveways from Weller Road to the Communications Site all as shown on Exhibit A-1 attached hereto (collectively, the "License Areas").

Expansion Options (Section 2.3) City shall have the following expansion options (each, an "Expansion Option" and collectively, the "Expansion Options") to lease:

(a) additional tower space located on the Property ("First Expansion Space") for the installation, use and operation of (i) two (2) 2' diameter parabolic microwave antennas at 12' minimum height AGL for a LOS to Sunol Yard and Sunol Treatment Plant up to 25' AGL on an azimuth due North (final design may translate to 24" x 24" panel, rather than parabolic), and (ii) two (2) 6' diameter parabolic microwave antenna at a minimum height AGL for a LOS to Sawyer Ridge up to 5 ft on an azimuth due West. Second antenna shall have a minimum vertical separation of 20' above first (final design may translate to 1 dual polarized 6' or 4' antenna) as further described on Exhibit B-1 attached hereto, exercisable by City by notice to Landlord not less than 30 days in advance at any time within the first 12 months after the Commencement Date (as defined in Section 3.1, below), with rent determined in accordance with Landlord's price proposal for the First Expansion Space described in Exhibit B-3 attached hereto and incorporated herein by reference, subject to adjustment pursuant to Section 4.2, below; and

(b) approximately 70 square feet of additional shelter space located on the property adjacent to the initial Premises ("Second Expansion Space") for the installation, use and operation of three (3) 19" EIA open equipment racks (24" x 24" footprint each) and for mounting 10 each Low-Band radio filter cavities, measuring 6' - 8' diameter and up to 12' long (the filter cavities can be mounted on the interior back and side walls or overhead suspended from the ceiling) and tower space for Omni antennas, 22' long, minimum 60' Height AGL, with minimum vertical separation of 6' between Omnis, for 37/42 MHz (Low-Band) voice radio system, as more particularly depicted on Exhibit B-2 attached hereto, exercisable by City by

	notice to Landlord not less than 30 days in advance at any time within the first 24 months after the Commencement Date, with rent determined in accordance with Landlord's price proposal for the Second Expansion Space described in Exhibit B-3 attached hereto and incorporated herein by reference, subject to adjustment pursuant to Section 4.2, below. City shall have the right to exercise either or both of the Expansion Options, in any order, in accordance with the terms and conditions of Section 2.3 below).
Right of First Refusal (Section 27.5):	City shall have the right of first refusal to lease each increment of space in the building and on the tower located on the Premises which becomes available for lease during the Term, pursuant to the terms and conditions of Section 27.5, below.
Term (Section 3.1):	**Estimated Commencement Date: November 1, 2005** Actual Commencement Date: November 1, 2005 Expiration Date: October 31, 2014.
Base Rent (Section 4.1):	Annual Base Rent: $7,140 Monthly Base Rent: $595
Adjustment Dates (Section 4.2):	Annually on each anniversary of the Commencement Date pursuant to Section 4.2, below, Base Rent shall be adjusted four percent (4%).
Use (Section 5.1):	City, including any of its departments, commissions or agencies, shall use the Premises as one of City's radio communications services facilities and for other general telecommunications uses ("Communications Site"); however, no additional equipment can be installed on the Premises without the prior written consent of Landlord in its reasonable discretion.
Equipment (Section 6):	Tenant may install equipment racks, cabinets and other appurtenances on the Premises as set forth in this Lease and the Approved Plans (the "Equipment"). All equipment and any other

	improvements permitted on the Premises in the reasonable discretion of the Landlord, if any, shall be installed, operated and maintained by Tenant at its sole cost.
Utilities and Services (Section 11.1):	All utilities and services necessary for use of the Communications Site and permitted by this Lease shall be provided to the Premises by Landlord in accordance with the standards set forth in Section 11.1, below, at Tenant's cost. A fuel powered electrical generator is available on the Property and may be used by Tenant in the event of emergency or interruption of utility service, although Landlord does not guaranty it will function.
Security Deposit (Section 24.1):	None
Notice Address of Tenant (Section 28.1):	Public Utilities Commission Real Estate Services 1155 Market Street, 4th Floor San Francisco, California 94103 Attn.: Gary M. Dowd Fax No.: (415) 487-5200
with a copy to:	Office of the City Attorney City and County of San Francisco Room 234, City Hall 1 Dr. Carlton B. Goodlett Place San Francisco, CA 94102-4682 Attn: Real Estate/Finance Team Fax No.: (415) 554-4755
Key Contact for Tenant:	Garrett M. Dowd
Telephone No.:	(415) 487-5211
Notice Address for Landlord (Section 28.1):	Communication & Control Inc., 2633 S. Bascom Avenue, Campbell, California, 95008-5698
Key Contact for Landlord:	Scott McQueen
Telephone No.:	800-399-6326, 408-377-2900
Brokers:	N/A

2. PREMISES; AS IS LEASE

2.1 Lease Premises. Subject to the terms, covenants and conditions of this Lease, Landlord leases to Tenant and Tenant leases from Landlord, the Premises as defined in Section 1.1 (Basic Lease Information), subject to expansion in accordance with Section 2.3 below. The Property (as defined in Section 1.1 (Basic Lease Information)) and the Premises are shown generally on Exhibit B attached hereto and incorporated herein by reference.

2.2 **License**. Landlord hereby confers on Tenant for the term of this Lease, the License (as defined in Section 1.1 (Basic Lease Information)). The real property to which the License relates shall sometimes hereinafter be referred to collectively the "License Area". The License may be used by Tenant only as set forth in Section 1.1 (Basic Lease Information). Notwithstanding anything to the contrary contained herein, this License does not constitute a grant by Landlord of any ownership, leasehold, easement or other property interest or estate whatsoever in the License Area, or any portion thereof and the License is subject to all terms and conditions of this Lease. The rights granted to Tenant herein are for the purpose of installing, constructing, maintaining, restoring, replacing, and operating Tenant's equipment located within or on the Premises or such License Area, including, in the case of an emergency, the right to install temporary facilities required to maintain continuous operation of Tenant's communications facility including a fuel-powered electrical generator in a location pre-approved by the Landlord, in the reasonable discretion of the Landlord. Tenant shall notify **Scott McQueen**, or such other person as designated by Landlord, at least 48 hours in advance of any access and shall comply with all reasonable requirements of such designated person with respect to Tenant's requested access. Tenant shall have immediate access to the Premises in the case of an emergency provided Tenant uses its best efforts to give Landlord advance notice of such access by notifying **Scott McQueen**, and if such notice is not possible, Tenant shall notify Landlord immediately after such access. The notice required in the preceding sentence shall be by telephone and telefacsimile. It is the parties' intent that the License granted under this Lease shall be co-terminus with the Lease. Accordingly, termination or expiration of the Lease in accordance with the terms hereof shall effect termination of the License. Landlord, in its sole discretion, may relocate the License at anytime following reasonable notice to Tenant.

2.3 Option to Expand. City shall have the right to lease additional tower and shelter space on the Property, contiguous with the Premises, consisting of: (a) the First Expansion Space (as defined in Section 1.1 above) as described on Exhibit B-1 attached hereto, with rent determined in accordance with Landlord's price proposal for the First Expansion Space described in Exhibit B-3, subject to annual adjustment on the commencement date for the First Expansion Space, and (b) the Second Expansion Space (as defined in Section 1.1 above) as described on Exhibit B-2 attached hereto, with rent determined in accordance with Landlord's price proposal for the Second Expansion Space described in Exhibit B-3, subject to annual adjustment on the commencement date for the Second Expansion Space, on the terms and conditions set forth below. City shall exercise the First Expansion Option, if at all, by providing at least 30 days prior written notice to Landlord at any time during the twelve (12) month period after the Commencement Date (as defined in Section 3.1, below), provided City is not then in default hereunder. City shall exercise the Second Expansion Option, if at all, by providing at least 30 days prior written notice to Landlord at any time during the twenty-four (24) month period after the Commencement Date. City shall have the right to exercise either or both of the Expansion Options, in any order, in accordance with the terms and conditions of this Section 2.3. Landlord

shall deliver the First Expansion Space, and/or Second Expansion Space, as applicable to City within 30 days of City's notice of exercise of such Expansion Option.

If City exercises either of the Expansion Options the following provisions shall apply:

Upon delivery, Landlord and Tenant shall enter into an amendment to this Lease incorporating the relevant Expansion Space into the Premises, increasing the total Base Rent in accordance with this Section 2.3, and otherwise providing that the Expansion Space shall be leased pursuant to all of the terms of the Lease. City's taking of possession of the Expansion Space shall be evidence that City accepts the same in its "as is" condition and that the Expansion Space is suited for the use intended by City and was in good and satisfactory condition at the time of taking such possession.

Landlord acknowledges and agrees that City's notice of its intent to exercise an Expansion Option shall be exercisable by the General Manager of the City's Public Utilities Commission, without the need for any further approvals by the City's Public Utilities Commission or Board of Supervisors, subject however to Section 28.23, below.

3. TERM

3.1 Term of Lease and Confirmation of Commencement Date. The Premises are leased for a term (the "Term") commencing upon the approval of the SFPUC and upon execution by the General Manager, and the later to occur of (i) the first day of the first month following Tenant's notice to Landlord in writing that Tenant has obtained all permits and approvals necessary for Tenant to be legally entitled to construct a facility for providing mobile/wireless communication services at the Premises, or (ii) the Estimated Commencement Date specified in the Basic Lease Information (the "Commencement Date"). The Term shall end on the Expiration Date specified in the Basic Lease Information (the "Expiration Date") unless earlier terminated pursuant to the terms hereof.

Notwithstanding anything to the contrary herein, City shall have the right at any time during the Term to cancel this Lease, without any penalty, fee or other liability, by giving Landlord not less than sixty (60) days prior written notice.

Promptly following the Commencement Date, if the Commencement Date occurs on a date other than the Estimated Commencement Date specified in the Basic Lease Information, Tenant shall deliver to Landlord a notice in substantially the form attached hereto as Exhibit C identifying the Commencement Date determined in accordance with the provisions hereof, and Landlord shall execute and return such notice to Tenant. However, the parties' failure to execute or deliver such notice shall not affect the commencement of the Term. No delay in the commencement of this Lease beyond the Estimated Commencement Date shall serve to extend the Term beyond the Expiration Date.

3.2 Delay in Lease Commencement. If Tenant does not obtain all necessary permits and approvals necessary for Tenant to be legally entitled to construct a facility for providing communication services at the Premises within one hundred twenty (120) days from the Estimated Commencement Date, then either Landlord or Tenant may terminate this Lease by written notice to the other party given within ten (10) days after such 120-day period, and neither party shall have any further rights or obligations hereunder.

3.3 Delay in Delivery of Possession. Landlord shall use its best efforts to deliver possession of the Premises on or before the Estimated Commencement Date. However, if Landlord is unable to deliver possession of the Premises as provided above, then, subject to the provisions of this Section below, the validity of this Lease shall not be affected by such inability to deliver possession except that City's obligations to pay Base Rent or any other charges shall not commence until such time as Landlord has delivered the Premises as required under this Lease. If the Term commences later or earlier than the Estimated Commencement Date, this Lease shall nevertheless expire on the Expiration Date, unless sooner terminated pursuant to the provisions under this Lease. If Landlord is unable to deliver possession of the Premises to City as required hereunder within thirty (30) days after the Estimated Commencement Date, then City may, at its option, terminate this Lease, without any further liability under this Lease, upon written notice to Landlord.

4. RENT; ADDITIONAL CHARGES

4.1 Base Rent. Beginning on the Commencement Date, Tenant shall pay to Landlord during the Term the annual Base Rent specified in the Basic Lease Information as the same may be increased pursuant to Section 4.2 (Adjustments in Base Rent) (the "Base Rent"). The Base Rent shall be payable in monthly installments on or before the first day of each month, in advance, at the address specified for Landlord in the Basic Lease Information, or such other place as Landlord may designate in writing upon not less than thirty (30) days' advance notice. Tenant shall pay the Base Rent without any prior demand and without any deduction or setoff except as otherwise provided in this Lease. If the Commencement Date occurs on a day other than the first day of a calendar month, or the Expiration Date occurs on a day other than the last day of a calendar month, then the Base Rent for such fractional month shall be prorated based on a thirty (30) day month.

4.2 Adjustments in Base Rent. On each date specified in the Basic Lease Information for the adjustment of Base Rent (an "Adjustment Date") during the Term, the Base Rent and License Fee payable by Tenant under Section 2.1 (Premises) and Section 4.1 (Base Rent) above shall be adjusted by four percent (4%) each year

4.3 Additional Charges. Tenant shall promptly pay to Landlord any amounts, if any, required under any other Section of this Lease, as additional rent (herein called "Additional Charges"). Such Additional Charges shall be payable to Landlord at the same place and in the same manner as the Base Rent is payable. Landlord shall have the same remedies for a default in the payment of any Additional Charges as for a default in the payment of Base Rent. As used in this Lease, the term "Rent" shall include the Base Rent and any Additional Charges.

4.4 Activation Fee. Promptly following City's execution of the Agreement, City shall pay to Landlord an amount equal to **$ 1,500.00** (One Thousand and Five Hundred Dollars) for purposes of City's initiating the occupancy of the Premises and activation of the facilities for City's operations.

5. USE

5.1 Permitted Use. Tenant, including any of its departments, commissions or agencies, may use the Premises during the Term of this Lease for radio communications services facilities and such other general telecommunication uses as are specified in the Basic Lease

Information and for no other use without the prior written consent of Landlord, which shall not be unreasonably withheld or delayed.

5.2 **Interference with Access**. Landlord shall provide to City at all times use of the Premises and uninterrupted access thereto to the maximum extent possible, including, without limitation, during any power outages affecting the Premises or any portion of the License Area. If City's use of any of the Premises or License Area, or access thereto is interrupted due to Landlord's failure to comply with its obligations under this Lease or for any other reason other than City's default hereunder, then Landlord shall immediately undertake all necessary steps to correct such condition. In the event such condition continues for seventy-two (72) hours and impairs City's ability to access the Premises or to otherwise use the Premises, including any Tenant's Equipment located thereon, the Rent payable hereunder shall be abated based on the extent to which such default interferes with City's ability to access or use the Premises, including any Tenant's Equipment located thereon. If any such default by Landlord shall continue for thirty (30) days or more after City's use is interrupted and impairs City's ability to access or use the Premises, including any Equipment of Tenant's located thereon, then City shall have the right, without limiting any of its other rights under this Lease to terminate this Lease. Nothing in this Section shall limit City's rights with respect to any disruption due to casualty pursuant to Section 12 (Damage and Destruction) hereof.

6. INSTALLATION OF TENANT IMPROVEMENTS

Following the Commencement Date, Tenant shall commence to install Tenant's equipment on the Premises in accordance with the plans and specifications, which have been approved by Landlord (such work is called the "Tenant Improvement Work" or "Tenant Improvements" and such plans and specifications are called the "Approved Plans"). A copy of the Approved Plans is attached hereto as Exhibits B-1 and B-2. The Approved Plans may be altered, subject to the prior written and reasonable approval of Landlord, if required in order for Tenant to obtain any permits or approvals necessary for construction of the Tenant Improvements. Tenant shall be responsible, at its cost, for performing the Tenant Improvement Work in accordance with the Approved Plans and otherwise in compliance with the standards contained in Section 7.1 (Tenant's Alterations). Tenant shall further be responsible, at its cost, for obtaining all permits and licenses required in connection with the Tenant Improvements and satisfy any conditions or mitigation measures approved in connection therewith. No Tenant Improvement Work shall commence until Tenant has first obtained all necessary permits and approvals for Tenant to be legally entitled to construct the Tenant Improvements.

7. ALTERATIONS

7.1 **Tenant's Alterations**. Except as set forth below in this Section 7.1, Tenant shall not make or permit any alterations to the Property or any of the heating, ventilating, air conditioning, plumbing, electrical, fire protection, life safety, security and other mechanical, electrical, and communications systems on the Property (collectively, "Utility Network"), except with Landlord's prior written consent, which Landlord shall not unreasonably withhold or delay. However, the installation of furnishings, fixtures, equipment or decorative improvements, none of which affect the Utility Network, systems or structural integrity of improvements on the Property, and the repainting and/or recarpeting of any portion of the Premises shall not constitute Alterations requiring Landlord's consent. Any such alterations ("Alterations") shall be done at Tenant's sole expense in accordance with applicable Laws (as defined below). Landlord shall,

without cost to itself, cooperate with City in securing building and other permits and authorizations needed in connection with any permitted Alterations. Landlord shall not be entitled to any construction or other administrative fee in connection with any Alteration. City shall be required to remove any Alterations upon the expiration or sooner termination of this Lease unless Tenant requests in writing and Landlord accepts such Alterations at the time of City's request and agrees they can remain on the Premises after termination of the Lease.

7.2 **Title to and Removal of Improvements**. Except for City's Personal Property (as defined in the next Section) and the Tenant's Equipment, all appurtenances, fixtures, improvements, equipment, additions and other property permanently installed in the Premises as of the Commencement Date or during the Term shall be and remain Landlord's property. City may not remove such property unless Landlord consents thereto.

7.3 **City's Personal Property**. All furniture, furnishings and articles of movable personal property and equipment installed in the Premises by or for the account of Tenant (all of which are herein called "City's Personal Property") that can be removed without structural or other material damage to the Premises shall be and remain the property of Tenant and may be removed by it subject to the provisions of Section 25 (Surrender of Premises) hereof. Landlord acknowledges that some of City's Personal Property may be financed by an equipment lease financing or otherwise subjected to a security interest, or owned by an equipment company and leased to City. Landlord, upon City's reasonable request, shall execute and deliver any document required by any supplier, lessor, or lender in connection with the installation in the Premises of any items of City's Personal Property, pursuant to which Landlord waives any rights it may have or acquire with respect to City's Personal Property, so long as the supplier, equipment lessor or lender agrees that it (i) will remove the City's Personal Property from the Premises within thirty (30) days after the Expiration Date (but if it does not remove City's Personal Property within such time it shall have waived any rights it may have had to City's Personal Property), (ii) will repair any damage caused by the removal of City's Personal Property, and (iii) Tenant reimburses Landlord for its actual costs in reviewing and preparing any document required under this subsection which amount shall not exceed $1,000.00. Landlord shall recognize the rights of an supplier, lessor or lender who has an interest in any items of City's Personal Property to enter the Premises and remove such property at any time during the Term or within thirty (30) days after the Expiration Date.

8. LANDLORD'S ALTERATIONS OF THE PROPERTY AND UTILITY NETWORK

Landlord reserves the right at any time to make alterations, additions, repairs, deletions or improvements to all or any part of the Property, the Utility Network or the common areas of the Property, for any purpose including compliance with mandatory or voluntary controls or guidelines, subject to the following terms and conditions. In performing any such work (including without limitation any leasehold improvement work for other tenants on the Property), Landlord shall make good faith efforts to give Tenant prior notice of such work, and shall make reasonable efforts to minimize interference with or disruption to City's use and occupancy of the Premises and License Area, including Tenant's use of any Tenant's Equipment located thereon. Landlord shall promptly remedy any such interference or disruption upon receiving City's notice thereof.

9. MAINTENANCE AND REPAIRS

9.1. Landlord's Maintenance and Repairs. Landlord shall repair and maintain, at its cost, in good working order and in a safe and sanitary condition, (a) any exterior and structural portions of any improvements located on the Property, including, without limitation, the roof, foundation, bearing and exterior walls and subflooring, and any heating, ventilating, air conditioning, plumbing, electrical, fire protection, life safety, and security systems of such improvements, and (b) any other mechanical, electrical and communications systems, utilities and other infrastructure serving the Premises, the License Area and any Common Areas (collectively, the "Property Systems"). Without limiting the foregoing, Landlord shall maintain the Property in a clean, safe and attractive manner and shall not permit any other tenants of the Property to disturb or interfere with City's use of the Premises or permit to be done in or about the Property or anything that is illegal, is dangerous to persons or property or constitutes a nuisance.

9.2. City's Maintenance and Repairs. Subject to Landlord's warranty under Section 12.1 (Premises Compliance), and Landlord's repair and maintenance obligations hereunder, City shall, at its sole expense, operate, repair, maintain and manage, at its sole cost the Premises, the Tenant Improvements and any other permitted Alterations, in good working order and in a safe and sanitary condition, normal wear and tear excepted, from and after the Commencement Date. Tenant shall, at its sole expense, repair any damage to the License Area, normal wear and tear excepted, caused by Tenant, its Agents or Invitees. At all times during the Term of the Lease, Landlord shall, upon reasonable notice by City, afford City and its Agents with access to those portions of the Property which are necessary to maintain or repair any telecommunications, data and computer cabling facilities and equipment installed by City.

10. LIENS

Tenant shall keep the Premises and the Property free from any liens arising out of any work performed, material furnished or obligations incurred by or for Tenant, except for Tenant obligations under the financing arrangements described in Section 7.3 (City's Personal Property). Landlord shall have the right at all times to post and keep posted on the Premises any notices permitted or required by law or that Landlord shall deem proper for the protection of Landlord, the Premises, and the Property, from mechanics' and materialmen's liens. Tenant shall give to Landlord at least ten (10) days' prior written notice of commencement of any repair or construction on the Premises except for minor and routine repair and maintenance for which Tenant is responsible hereunder.

11. UTILITIES AND SERVICES

11.1 Utilities and Services. During the Term, Landlord shall furnish, or cause to be furnished to the Premises, any and all utilities or services necessary or appropriate for City's use and enjoyment of the Premises including, but not limited to: (a) Climate control (HVAC) in the shelter portion of the Premises in amounts required for City's comfortable use and operation of the shelter portion of the Premises and City's Equipment on a twenty-four (24) hours-a-day, three hundred sixty-five (365) days-a-year basis ("Daily Basis") maintaining a temperature range from not less than -30 and not greater than 60 °C (-22 to +140 °F); (b) electric power consisting of a minimum of three 115 VAC, 20A circuits for each equipment rack, delivered to a simplex or duplex outlet located on the wall no further than 3 feet from the edge of the rack, and otherwise

in amounts required for the operation of Tenant's Equipment, on a Daily Basis with automatic generator back-up power to be established no later that 120 seconds following any loss of utility power; and (c) telephone service in the form of at least one voice PSN telephone line with call in capability in the shelter. During the Term, Landlord shall provide a fuel powered electrical generator for the benefit of the Premises in the event of emergency or interruption of utility service.

Tenant shall not: (a) connect or use any electrical equipment that exceeds the capacity of the electrical system(s) on the Property; or (b) connect any apparatus, machine or device through electrical outlets except in the manner for which such outlets are designed, except for such modifications as may be shown on the Approved Plans and for any other such modifications at Tenant's sole cost as are reasonably approved in writing in advance by Landlord.

Landlord shall pay for all gas costs. Tenant shall pay as additional rent the cost of all electrical service provided to the Premises and attributable to Tenant's operations of their Equipment ("Utility Charge"). The initial Utility Charge will be an estimated cost given by the Tenant to the Landlord upon the execution of this Agreement to be paid in the same manner as Rent pursuant to Section 4.1 of this Agreement. Within the first six (6) months of the Term and then yearly thereafter for the Term and any Extended Term, the Tenant's Equipment will be audited for electrical usage (for a period of at least 30 days and not more than 60 days) to determine the average use of Tenant. This audited usage will be used to recalculate and amend Tenant's electrical costs. (Example for a 30 day usage period: 343 kWh X current rate at .11 per kWh = $ 37.73). Upon determination of the actual average usage, Tenant shall be notified of the cost of its actual usage and that amount shall be payable with the next monthly Rent payment and thereafter in accordance with Section 4.1 of this Agreement. Tenant or Landlord shall reimburse the other for any deficiencies or overages in the amounts paid by Tenant within 30 days of the notice of the actual usage. Tenant shall be solely responsible for and promptly pay all charges for any telephone service and any other utility, other than gas used or consumed by Tenant on the Premises. The initial estimated monthly Utility Charge is: $35.00.

11.2 Maintenance of Fences and Road. Landlord shall maintain in good condition and repair and its expense any existing fence along or about the property line of the Premises. Landlord shall also maintain, at its expense, in good condition and repair an all weather gravel roadway in, on or to the License area leading to Premises or Tenant's Improvements which road Tenant acknowledges may be used by Landlord and/or other tenants of Landlord. Landlord shall not interfere with any travel on such roads.

11.3 Disruption of Essential Services. In the event of any failure, stoppage or interruption of any utilities or services to be furnished by Landlord hereunder, Landlord shall immediately notify City of such failure, stoppage or interruption, diligently attempt to restore service as promptly as possible and shall keep City apprised of its efforts. In the event Landlord is unable to supply any of the Property's sanitary, electrical, heating, air conditioning, fire protection and security, or other essential services serving the Premises (collectively, "Essential Services") and such inability of Landlord impairs City's ability to access or use the License Area or Premises, including Tenant's Equipment located thereon, for a period of twenty-four (24) hours or more, then the Rent shall be abated based on the extent such inability of Landlord impairs City's ability to access or use the License Area or Premises, including the Tenant's Equipment located thereon, or, alternatively at City's election, City shall have the option to provide such services and offset the reasonable cost thereof against the Rent next due under this

Lease. Such abatement, or right to provide the services and offset against Rent, shall continue until the Essential Services have been restored so that the lack of any remaining services no longer materially impairs City's ability to access or use the License Area or Premises, including the Tenant's Equipment located thereon. Landlord shall use its best efforts to restore disrupted Essential Services as soon as possible. However, if such failure to provide any Essential Services continues for any reason for thirty (30) days and such failure interferes with City's access and use of the License Area or Premises, including the Tenant's Equipment located thereon, then City may, without limiting any of its other rights or remedies hereunder or at law or in equity, terminate this Lease upon written notice to Landlord.

12. COMPLIANCE WITH LAWS AND RISK MANAGEMENT REQUIREMENTS

12.1 Premises Condition. Landlord and Tenant agree and acknowledge that Tenant is accepting the Premises in the "as-is" condition. It is the responsibility of the Tenant to satisfy itself as to the condition of the physical structure, fixtures and permanent improvements of the Premises and all portions of the Property and the License Area along the path of travel to the Premises. Landlord makes no warranty or representation as to the condition of the Premises, except that Landlord represents that as of the date of this Lease Landlord has not received any written notice of non-compliance with any laws, orders and regulations of federal, state, county and municipal authorities (collectively, the "Laws") relating to any portion of the Premises, Property, or License Areas or the use or occupancy thereof. Landlord acknowledges and agrees that in no event shall Tenant have any obligation to maintain any portion of the Premises, Property, License Areas or Property Systems serving the Premises in compliance with applicable present or future Laws, except to the extent of City's obligations with respect to the Premises pursuant to Section 12.2 below. Without limiting Section 18.2 (Landlord's Indemnity), Landlord shall Indemnify City against any and all Claims arising out of any failure of the Property, License Areas, Property Systems, or any portion thereof, to comply with applicable Laws as provided in this Section or any misrepresentation by Landlord under this Section so long as such Claims are not caused by Tenant, its contractors, agents, or employees.

12.2. City's Compliance with Laws; Indemnity. City shall use the Premises during the Term in compliance with applicable Laws, except that City shall not be required to make any structural alterations, additions or other modifications in order to comply therewith unless such modifications are necessary solely because of any Alterations to the Premises made by City pursuant to Section 7 hereof and such modifications are not otherwise Landlord's responsibility under this Lease. City shall be responsible for complying with any requirement of the Disabilities Laws relating to the placement of City's Personal Property and the operation of any programs in the Premises, other than any requirement relating to the physical structure, fixtures and permanent improvements of the Premises or portions of the Property along the path of travel to the Premises, which shall not be Tenant's obligation as provided in Section 12.1 above. Without limiting Section 18.1 (City's Indemnity), City shall Indemnify Landlord against any and all Claims arising out of City's failure to comply with all applicable Laws as provided in this Section.

12.3 Licenses and Approvals . Tenant represents and warrants that it has acquired all licenses, permits, and other approvals required under all federal, state, and local laws for the operation of Tenant's equipment on the Premises. Tenant shall maintain all such licenses, permits or other approvals throughout the Term of this Lease.

12.4 **Radiofrequency Radiation and Electromagnetic Fields** . Without limiting Section 12.1 above, Tenant shall comply with all present and future laws, orders and regulations of federal, state, county and municipal authorities relating to allowable presence of or human exposure to Radiofrequency Radiation ("RFs") or Electromagnetic Fields ("EMFs") on or off the Premises, including without limitation, all applicable standards adopted by the Federal Communications Commission, whether such RF or EMF presence or exposure results from Tenant's equipment alone or from the cumulative effect of Tenant's equipment added to all other sources on or near the Property. Landlord shall not agree to allow any third party entering into an occupancy or use agreement after the Commencement Date to cause an increase in RF or EMF levels on the Property such that the cumulative levels exceed allowable levels. If the cumulative effect of Landlord's use of the Property taken together with Tenant's use hereunder and other tenant(s) or permittee(s) whose use predated the Commencement Date exceeds such standards, Tenant shall have the right to terminate this Lease without penalty upon thirty (30) days' prior written notice to Landlord.

12.5 **Compliance with Insurance Requirements** . Tenant shall not conduct any use in or about the Premises that would create any unusual fire risk, and shall take commercially reasonable steps to protect Landlord from any potential premises liability by reason of any business operation being conducted by Tenant in the Premises.

13. SUBORDINATION

Subject to the terms and conditions set forth below, this Lease shall be subordinate to any reciprocal easement agreements, ground leases or underlying leases and the lien of any mortgage or deed of trust (collectively, "Encumbrance"), which may now exist or hereafter be executed affecting any of the Property or Landlord's interest therein and all renewals, extensions, modifications, and replacements of such Encumbrance. Notwithstanding the foregoing, Landlord shall have the right to subordinate any such Encumbrances to this Lease. Notwithstanding the foregoing, if any ground lease or underlying lease terminates for any reason or any mortgage or deed of trust is foreclosed or a conveyance in lieu of foreclosure is made for any reason, Tenant shall attorn to the successor-in-interest to Landlord, at the option of such successor-in-interest, provided that so long as Tenant is not in default hereunder, such successor-in-interest shall recognize this Lease and shall not disturb Tenant in its possession of the Premises, and provided that Tenant has received proper written notice of such succession and the name and address of the successor Landlord. City's covenant to subordinate this Lease to any Encumbrance or other hypothecation hereafter executed is conditioned upon each such senior instrument containing the non-disturbance commitments specified in this paragraph. No further instrument shall be required to make the provisions hereof operative except that Landlord shall give Tenant written notice of such subordination. Tenant agrees, however, to execute and deliver, upon request by Landlord and in a form reasonably acceptable to City, any additional documents evidencing the priority or subordination of this Lease provided such documents contain a non-disturbance and recognition agreement executed by the holder of such Encumbrance.

14. DAMAGE OR DESTRUCTION

In the event of damage to the Premises or the Property by any cause, Landlord shall rebuild or repair the same without delay, provided that such repairs can be made under applicable laws within sixty (60) days after Landlord obtains all necessary permits for such repairs but not

later than two hundred ten (210) days after the date of such damage (the "Repair Period"). In such event, this Lease shall remain in full force and effect, except that City shall be entitled to an abatement of Rent while such repairs are being made. Such abatement in Rent shall be based upon the extent to which such damage and the making of such repairs interfere with City's access to or use of the License Area or Premises. Landlord's repairs shall not include, and the Rent shall not be abated as a result of, any damage by fire or other cause to City's Personal Property or any damage caused by the negligence or willful misconduct of City or its Agents.

Within twenty (20) days after the date of such damage, Landlord shall notify City whether or not, in Landlord's reasonable judgment made in good faith, such repairs can be made within the Repair Period. If such repairs cannot be made within the Repair Period, then either party hereto may, by written notice to the other given within sixty (60) days after the date of such damage, terminate this Lease as of the date specified in such notice, which date shall be not less than sixty (60) nor more than ninety (90) days after notice is given by Landlord. In case of termination, the Rent shall be reduced by a proportionate amount based upon the extent to which such damage interferes with the conduct of City's business in the Premises, and City shall pay such reduced Rent up to the date of termination. Landlord shall refund to City any Rent previously paid for any period of time subsequent to such date of termination.

During the period of any repair or rebuilding provided for hereunder, Tenant shall have the right, at its sole expense, to bring onto the Property in a location mutually acceptable to Tenant and Landlord and to operate a portable generator and/or mobile Communications Site and telescopic antennae or tower (collectively "Temporary Communications System") in order to provide for continuous service to Tenant's customers during such period. Neither the placement nor use of such generator or equipment shall interfere with Landlord's operations or business in the Property or, if Landlord has elected to repair or rebuild the Premises or the Property as provided above, with such repair or reconstruction. Notwithstanding the foregoing, Tenant, in its sole discretion, shall have the right to terminate this Lease upon thirty (30) days advance written notice if Tenant is unable to operate such portable generator or mobile Communication Site on the Property during any period of repair or rebuilding provided for hereunder as a result of Landlord's failure to provide a mutually acceptable location for such equipment.

Notwithstanding the foregoing, in the event the Premises are damaged or destroyed by reason of flood or earthquake, and such damage or destruction is not fully covered by insurance proceeds payable under the insurance policies Landlord is required to carry hereunder (excluding any deductible, for which Landlord shall be responsible), Landlord may terminate this Lease by written notice to City within thirty (30) days of the date Landlord receives written notice that such damage is not covered by insurance. Such notice from Landlord shall include adequate written evidence of the denial of insurance coverage. If Landlord does not elect to terminate this Lease as provided above, the Lease shall remain in full force and effect, and Landlord shall repair and restore the Premises as provided above.

If at any time during the last six (6) months of the Term of this Lease there is substantial damage that Landlord would be required to repair hereunder, Landlord or City may, at the respective option of each, terminate this Lease as of the date such damage occurred by giving written notice to the other party of its election to do so within thirty (30) days after the date of such damage; provided, however, Landlord may terminate this Lease only if the time to repair the damage would exceed or be completed within 30 days of the termination date of this Lease. The parties hereto understand and agree that the provisions of this Section are intended to govern

fully the rights and obligations of the parties in the event of damage or destruction, and Tenant and Landlord each hereby waives and releases the provisions of Section 1932, subdivision 2, and Section 1933, subdivision 4, of the Civil Code of California (when hirer may terminate the hiring) or under any similar law, statute or ordinance now or hereafter in effect.

15. EMINENT DOMAIN

15.1 Eminent Domain. If all or any part of the Premises or License Area shall be taken as a result of the exercise of the power of eminent domain or any transfer in lieu thereof, this Lease shall terminate as to the part so taken as of the date of taking. In the case of a partial taking, Tenant shall have the right to terminate this Lease as to the balance of the Premises by written notice to Landlord within thirty (30) days after such date. In the event of a partial taking of the Premises which does not result in a termination of this Lease, the Base Rent and Additional Charges thereafter to be paid shall be equitably reduced.

If any material part of the Property shall be taken as a result of the exercise of the power of eminent domain or any transfer in lieu thereof, Landlord shall have the right to terminate this Lease by written notice to Tenant within thirty (30) days of the date of the taking.

In the event of any taking, Landlord shall be entitled to any award which may be paid or made in connection therewith. Tenant shall have no claim against Landlord for the value of any unexpired term of this Lease or otherwise except that Tenant may claim any portion of the award that is specifically allocable to Tenant's relocation expenses or the interruption of or damage to Tenant's business or loss or damage to Tenant's Personal Property.

The parties understand and agree that the foregoing provisions of this Section are intended to govern fully the rights and obligations of the parties in the event of a taking. Tenant and Landlord each hereby waives and releases any right to terminate this Lease in whole or in part under Sections 1265.120 and 1265.130 of the California Code of Civil Procedure (partial termination of lease and Court order terminating lease, respectively) or under any similar law, statute or ordinance now or hereafter in effect.

15.2 Temporary Takings. Notwithstanding the foregoing, if a taking occurs with respect to all or any portion of the Premises for less than ninety (90) days, this Lease shall remain unaffected thereby, and Tenant shall continue to perform all of the terms, conditions and covenants of this Lease, except that Tenant shall be entitled to an abatement in Base Rent to the extent that its use of the Premises as a Communications Site is materially impaired. In the event of any such temporary taking, Tenant shall be entitled to receive that portion of any award which represents compensation for the use or occupancy of the Premises during the Term up to the total Base Rent and Additional Charges owing by Tenant for the period of the taking, and Landlord shall be entitled to receive the balance of any award.

16. ASSIGNMENT AND SUBLETTING

Except as provided in this Section below, City shall not directly or indirectly sell, assign, encumber, pledge or otherwise transfer or hypothecate all or any part of its interest in or rights with respect to the Premises or its leasehold estate hereunder or permit all or any portion of the Premises to be occupied by anyone other than itself or sublet all or any portion of the Premises, without Landlord's prior written consent in each instance, in Landlord's sole and absolute

discretion. City shall have the right from time to time, upon notice to, but without the consent of Landlord, to transfer this Lease or use and occupancy of all or any of the Premises to any department, commission or agency of the City and County of San Francisco for uses permitted under this Lease.

17. DEFAULT

17.1 Events of Default. Any of the following shall constitute an event of default by Tenant hereunder:

(a) any failure to pay any Base Rent or Additional Charges as and when due, provided Tenant shall have a period of ten (10) days from the date of written notice from Landlord within which to cure any default in the payment of Rent; provided that for the first two (2) monthly payments of Rent at the beginning of the Term and for the first monthly payment of Rent after the beginning of each new fiscal year for City or any Adjustment Date, City shall have twenty (20) days to cure any such nonpayment after written notice thereof from Landlord; provided, further that Landlord shall have no obligation to provide written notice of monetary default more than three (3) times in any consecutive twelve (12) month period during the Term;

(b) any failure to perform or comply with any other covenant, condition or representation of Tenant made under this Lease, provided Tenant shall have a period of thirty (30) days from the date of written notice from Landlord within which to cure such default under this Lease, or, if such default is not capable of cure within such thirty- (30) day period, Tenant shall have a reasonable period to complete such cure if Tenant promptly undertakes action to cure such default within such fifteen- (15) day period and thereafter diligently prosecutes the same to completion; or

(c) abandonment of the Premises (within the meaning of California Civil Code Section 1951.3).

17.2 Remedies. Upon the occurrence of an event of default by Tenant which is not cured by Tenant within the applicable grace period as provided above, Landlord shall have the following rights and remedies in addition to all other rights and remedies available to Landlord at law or in equity:

(a) The rights and remedies provided by California Civil Code Section 1951.2 (damages on termination for breach), including, but not limited to, the right to terminate Tenant's right to possession of the Premises and to recover the worth at the time of award of the amount by which the unpaid Base Rent and Additional Charges for the balance of the Term after the time of award exceeds the amount of rental loss for the same period that Tenant proves could be reasonably avoided, as computed pursuant to subsection (b) of such Section 1951.2.

(b) The rights and remedies provided by California Civil Code Section 1951.4 (continuation of lease after breach and abandonment), which allows Landlord to continue this Lease in effect and to enforce all of its rights and remedies under this Lease, including the right to recover rent as it becomes due, for so long as Landlord does not terminate Tenant's right to possession, if Tenant has the right to sublet or assign, subject only to reasonable limitations.

17.3. Landlord's Default

If Landlord fails to perform any of its obligations under this Lease, then (except to the extent otherwise provided in the Lease, and without limiting any of City's other cure rights under this Lease) City may, at its sole option, cure such default at Landlord's expense if such default continues after thirty (30) days from the date City gives notice to Landlord of City's intention to perform such cure. However, in the case of a default which for causes beyond Landlord's control (excluding any financial inability to perform) cannot with due diligence be cured within such 30-day period, such 30-day period shall be extended if Landlord, promptly upon receipt of City's notice, advises City of Landlord's intention to take all steps required to cure such default, and Landlord promptly commences such cure and diligently prosecutes the same to completion. Subject to the other provisions of this Lease relating to abatement of Rent, if Landlord fails to cure any default within the cure period provided above, then, whether or not City elects to cure Landlord's default as provided herein, the Base Rent and any other charges hereunder shall be abated based on the extent to which such default interferes with City's ability to access or use the License Area or Premises, including the Tenant's Equipment located thereon. Notwithstanding the foregoing, if any such default by Landlord continues for sixty (60) days and impairs City's ability to access or use the License Area or Premises, then City shall have the right to terminate this Lease upon written notice to Landlord within thirty (30) days after the expiration of such 60-day period. City's rights hereunder and under Section 3.3 (Delay in Delivery of Possession), Section 5.2 (Interference with Access), and Section 11.3 (Disruption in Essential Services), shall not limit in any way any of its other rights and remedies hereunder or at law or in equity.

18. INDEMNITIES

18.1. City's Indemnity. City shall indemnify, defend and hold harmless ("Indemnify") Landlord and its Agents from and against any and all claims, costs and expenses, including, without limitation, reasonable attorneys' fees, (collectively, "Claims"), incurred as a result of (a) City's use of the Premises, (b) any default by City in the performance of any of its material obligations under this Lease, or (c) any negligent acts or omissions of City or its Agents in, on or about the Premises or the Property; provided, however, City shall not be obligated to Indemnify Landlord or its Agents to the extent any Claim arises out of the willful misconduct of Landlord or its Agents. In any action or proceeding brought against Landlord or its Agents by reason of any Claim Indemnified by City hereunder, City may, at its sole option, elect to defend such Claim by attorneys in City's Office of the City Attorney, by other attorneys selected by City, or both. City shall have the right to control the defense and to determine the settlement or compromise of any action or proceeding, provided that Landlord shall have the right, but not the obligation, to participate in the defense of any such Claim at its sole cost. City's obligations under this Section shall survive the termination of the Lease.

18.2. Landlord's Indemnity. Landlord shall Indemnify City and its Agents against any and all Claims incurred as a result of (a) any default by Landlord in the performance of any of its obligations under this Lease or any breach of any representations or warranties made by Landlord under this Lease, or (b) any negligent acts or omissions of Landlord or its Agents in, on or about the Premises or the Property; provided, however, Landlord shall not be obligated to Indemnify City or its Agents to the extent any Claim arises out of the willful misconduct of City or its Agents. In any action or proceeding brought against City or its Agents by reason of any Claim Indemnified by Landlord hereunder, Landlord may, at its sole option, elect to defend such

Claim by attorneys selected by Landlord. Landlord shall have the right to control the defense and to determine the settlement or compromise of any action or proceeding, provided that City shall have the right, but not the obligation, to participate in the defense of any such Claim at its sole cost. Landlord's obligations under this Section shall survive the termination of the Lease.

19. INSURANCE

19.1 City's Self-Insurance. Landlord acknowledges that City maintains a program of self-insurance and agrees that City shall not be required to carry any insurance with respect to this Lease. City assumes the risk of damage to any of City's Personal Property, except for damage caused by Landlord or its Agents.

19.2. Landlord's Insurance. At all times during the Term, Landlord shall keep the improvements on the Property (excluding the land upon which it is located) insured against damage and destruction by fire, vandalism, malicious mischief, sprinkler damage and other perils customarily covered under a causes of loss special form property insurance policy in an amount equal to one hundred percent of the full insurance replacement value (replacement cost new, including, debris removal and demolition) thereof. Landlord shall, upon request by City, provide to City a certificate of insurance issued by the insurance carrier, evidencing the insurance required above. The certificate shall expressly provide that the policy is not cancelable or subject to reduction of coverage or otherwise be subject to modification except after thirty (30) days prior written notice to City. Landlord hereby waives any rights against City for loss or damage to the Premises or any other part of the Property, to the extent covered by Landlord's property insurance.

In addition, Landlord, at no cost to the City, shall procure and keep in effect at all times during the Term insurance as follows: (a) Commercial general liability insurance with limits not less than One Million Dollars ($1,000,000) each occurrence combined single limit for bodily injury and property damage, including contractual liability, independent contractors, broad-form property damage, fire damage legal liability (of not less than Fifty Thousand Dollars ($50,000)), personal injury, products and completed operations, and explosion, collapse and underground (XCU); and (b) Worker's Compensation Insurance with Employer's Liability Limits not less than $1,000,000 each accident.

19.3. Waiver of Subrogation. Notwithstanding anything to the contrary contained herein, Landlord hereby waives any right of recovery against City for any loss or damage sustained by Landlord with respect to the Property or the Premises or any portion thereof or the contents of the same or any operation therein, whether or not such loss is caused by the fault or negligence of City, to the extent such loss or damage is covered by insurance which Landlord is required to purchase under this Lease or is otherwise actually recovered from valid and collectible insurance covering the Landlord. However, Tenant shall reimburse Landlord for any commercially reasonable deductibles required under the insurance policy if the damage is caused by the fault or negligence of City. Landlord agrees to obtain a waiver of subrogation endorsement from each insurance carrier issuing policies relative to the Property or the Premises; provided, Landlord's failure to do so shall not affect the above waiver.

20. [INTENTIONALLY OMITTED]

21. ACCESS TO PREMISES

21.1 Landlord's Access to the Premises.

(a) General Access. Landlord reserves for itself and its designated Agents, the right to enter the Premises, the License Area and any portion thereof at all reasonable times upon not less than twenty-four (24) hours notice (except in the event of an emergency) for any of the following purposes:

(i) To determine whether the Premises and License Area are in good condition and to inspect the Premises (including, without limitation, soil borings or other Hazardous Material Investigations);

(ii) To determine whether Tenant is in compliance with its obligations hereunder and to cure or attempt to cure any such default in accordance with the provisions of Section 17.2 (Remedies) hereof;

(iii) To serve, post or keep posted any notices required or allowed under any of the provisions of this Lease;

(iv) To do any maintenance or repairs to the Premises or License Area that Landlord has the right or the obligation, if any, to perform hereunder; and

(v) To show it to any prospective purchasers, brokers, Encumbrancers or officials, or, during the last year of the Term of this Lease, exhibiting the Premises and License Area to prospective tenants or other occupants, and to post any "for sale" or "for lease" signs in connection therewith.

Landlord acknowledges that Tenant's cellular equipment is highly sensitive and is subject to federal regulations restricting access to such telecommunication equipment. Accordingly, Landlord shall not enter portions of the Premises containing such equipment (other than in the event of an emergency) unless Landlord has given Tenant twenty-four (24) hours prior notice. In the event of emergency, Landlord shall use reasonable efforts to notify Tenant prior to such entry and Landlord shall promptly advise Tenant of any such emergency entry promptly thereafter.

(b) Emergency Access. In the event of any emergency, as determined by Landlord, Landlord may, at its sole option and without notice (provided that Landlord shall make reasonable efforts to provide Tenant with notice when feasible in light of the exigent circumstances) enter the Premises.

(c) Minimize Disruption. Landlord shall use its reasonable good faith efforts to conduct any activities on the Premises allowed under this Section in a manner that, to the extent practicable, will minimize any disruption to Tenant's access to the Premises and use hereunder.

22. ESTOPPEL CERTIFICATES

Either party, from time to time during the Term upon not less than ten (10) days' prior written notice from the other party, shall execute, acknowledge and deliver to the other party, or such persons or entities designated by such other party, a certificate stating: (a) the Commencement Date and Expiration Date of this Lease, (b) that this Lease is unmodified and in full force and effect (or, if there have been modifications, that the Lease is in full force and effect as modified and stating the modifications), (c) that there are no defaults under this Lease (or if so, specifying the same), (d) the date to which Rent has been paid, and (e) any other information that may be reasonably required.

23. [INTENTIONALLY OMITTED]

24. [INTENTIONALLY OMITTED]

25. SURRENDER OF PREMISES

Upon the expiration or sooner termination of this Lease, City shall surrender the Premises to Landlord in good order and condition, reasonable use and wear excepted. Within ten (10) days after the Expiration Date, City shall remove from the Premises all of City's Personal Property, City's telecommunications, data and computer facilities, and any Alterations City desires or is required to remove from the Premises pursuant to the provisions of Section 7.1 (Alterations by City), above. City shall repair or pay the cost of repairing any damage to the Premises or the Property resulting from such removal. Notwithstanding anything to the contrary in this Lease, City shall not be required to demolish or remove from the Premises any of the Leasehold Improvements City's obligations under this Section shall survive the expiration or earlier termination of this Lease.

26. HAZARDOUS MATERIALS

26.1 Definitions. As used herein, the following terms shall have the meanings set forth below:

(a) "Environmental Laws" shall mean any federal, state, local or administrative law, rule, regulation, order or requirement relating to industrial hygiene, environmental conditions or Hazardous Materials, whether now in effect or hereafter adopted.

(b) "Hazardous Material" shall mean any material that, because of its quantity, concentration or physical or chemical characteristics, is at any time now or hereafter deemed by any federal, state or local governmental authority to pose a present or potential hazard to human health, welfare or safety or to the environment. Hazardous Material includes, without limitation, any material or substance defined as a "hazardous substance," or "pollutant" or "contaminant" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA", also commonly known as the "Superfund" law), as amended, (42 U.S.C. Sections 9601 et seq.) or pursuant to Section 25316 of the California Health & Safety Code; any "hazardous waste" listed pursuant to Section 25140 of the California Health & Safety Code; and petroleum, including crude oil or any fraction thereof, natural gas or natural gas liquids.

(c) "Investigate and Remediate" shall mean the undertaking of any activities to determine the nature and extent of Hazardous Material that may be located in, on, under or about the Property or that has been, is being or threatens to be Released into the environment, and to clean up, remove, contain, treat, stabilize, monitor or otherwise control such Hazardous Material.

(d) "Release" when used with respect to Hazardous Material shall include any actual or imminent spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into or inside the Property, or in, on, under or about the Property or the environment.

26.2 Landlord's Representations and Covenants. Landlord represents and warrants to City that, to the best of Landlord's knowledge with no duty to investigate, the following statements are true and correct and will be true and correct as of the Commencement Date: (a) the Property is not in violation of any Environmental Laws; (b) the Property is not now, nor has it been, used for the manufacture, use, storage, discharge, deposit, transportation or disposal of any Hazardous Material, except for the use of such substances in such limited quantities as are customarily used in offices, which limited use has been and is in compliance with Environmental Laws; (c) the Property does not consist of any landfill or contain any underground storage tanks; (d) there has been and is no Release of any Hazardous Material in, on, under or about the Property; and (e) the Property is not subject to any claim by any governmental regulatory agency or third party related to the Release of any Hazardous Material, and there is no inquiry by any governmental agency (including, without limitation, the California Department of Toxic Substances Control or the Regional Water Quality Control Board) with respect to the presence of Hazardous Material in, on, under or about the Property, or the migration of Hazardous Material from or to other real property. Subject to City's obligations under this Section below, Landlord shall maintain the Property throughout the Term in compliance with all Environmental Laws that could affect the health, safety and welfare of City's employees or City's use, occupancy or enjoyment of the Premises for their intended purposes.

26.3. Landlord's Environmental Indemnity. Without limiting Landlord's Indemnity in Section 16.2 (Landlord's Indemnity), above, Landlord shall Indemnify City and its Agents against any and all Claims arising during or after the Term of this Lease (a) as a result of any breach of any of Landlord's representations, warranties or covenants in the preceding Section, or (b) in connection with any presence or Release of Hazardous Material in, on, under or about the Property, unless City or its Agents caused such Release.

26.4. City's Covenants. City covenants and agrees that neither City nor any of its Agents shall cause or permit any Hazardous Material to be brought upon, kept, used, stored, generated, disposed of or Released in, on or about the Premises or any other part of the Property, or transported to or from the Property in violation of Environmental Laws, except that Tenant may use small quantities of Hazardous Materials as needed for routine cleaning and maintenance of Tenant's equipment which are customarily used for routine cleaning and maintenance of such equipment and necessary quantities of pesticides and herbicides so long as all such materials are handled and used in compliance with Environmental Laws. Tenant shall immediately notify Landlord if and when Tenant learns or has reason to believe there has been any Release of Hazardous Materials on or about the Premises or the Property.

26.5 City's Environmental Indemnity. If City breaches any of its obligations contained in this Section, or if City or its Agents cause a Release of Hazardous Material from, on, or about the Premises or the Property or the violation of any Environmental Law, then City shall Indemnify Landlord from and against any and all Claims arising during or after the Term of this Lease as a result of such Release or violation of Environmental Laws; provided, however, Tenant shall not be liable for any Claims to the extent such Release or violation of Environmental Laws was caused by the negligence or willful misconduct of Landlord or its Agents. The foregoing Indemnity shall not include any Claims resulting from the non-negligent aggravation by City, its Agents or Invitees of physical conditions of the Premises, or other parts of the Property, existing prior to City's occupancy.

27. SPECIAL PROVISIONS

27.1 Tenant's Right to Terminate. This Lease may be terminated by Tenant on sixty (60) days' prior written notice to Landlord as follows: (i) if Tenant does not obtain licenses, permits or other approvals necessary to the construction or operation of Tenant's Facilities or is unable to maintain such licenses, permits or approvals due to reasons other than its failure to comply with the conditions of any such licenses, permits and approvals; and (ii) if Tenant is unable to occupy or utilize the Premises due to a final and nonappealable ruling or directive of the FCC or other governmental or regulatory agency having jurisdiction over the Tenant or the Property, including, but not limited to, a take back of frequencies. Upon the expiration of the thirty-day period described in this subsection, this Lease shall terminate and neither party hereto shall have any further obligations hereunder, except as expressly set forth herein.

27.2 City's Right to Terminate Due to Finding by Board of Supervisors. City shall have the right to terminate this Lease without liability upon ninety (90) days written notice to Landlord if, after notice and public hearing, the San Francisco Board of Supervisors determines that City's continued use of the Premises will adversely affect public health and safety.

27.3 Tenant's Protection Against Interference. So long as Tenant is not in default hereunder, after the Commencement Date, Landlord shall not grant a right for others to use the Property if such use would materially adversely interfere with Tenant's normal operation of the Communications Site as contemplated by this Lease. Any such right to use the Property granted to a third party that permits the installation of communication equipment shall be conditioned upon such party not causing measurable interference which materially impairs Tenant's ability to utilize the Premises for its intended purpose as set forth in this Lease. If Landlord grants any right for others to use the Property during the Term and such party causes measurable interference which materially impairs Tenant's normal operation of its Communications Site as contemplated by this Lease, and, as a result of such interference, it is necessary to alter the Tenant Improvements or Tenant's other equipment located on the Premises, Tenant shall notify Landlord of such interference, which notice shall include a detailed description of the necessary Alterations and a cost estimate therefor. Upon receipt of such notice, Landlord shall have the right to terminate this Lease upon thirty (30) days' prior written notice to Tenant. If Landlord elects not to terminate this Lease, Tenant may, at its election, either (i) make the Alterations described in such notice, in compliance with Section 7.1 (Tenant's Alterations) of this Lease, or (ii) terminate this Lease upon thirty (30) days' prior written notice to Landlord. If Tenant elects to make such Alterations, Tenant shall offset the actual, reasonable and documented cost incurred by Tenant to complete such Alterations against Base Rent as it comes due.

27.4 **Landlord's Protection Against Interference**. Tenant will not permit its equipment or use of the Premises as a Communications Site to cause interference with or impairment of Landlord's communication or computer equipment used by Landlord or any of its Agents or tenants on the Property. Tenant will not use the Premises or its equipment located on the Premises in any way which interferes with any existing use of the Property prior to this Lease or any future use of the Property by Landlord or its successors except as specifically set forth in Section 27.3 (Tenant's Protection Against Interference) (including, without limitation, Landlord's use of the Property as a warehouse with related radio, telephone and other communications transmission and reception).

27.5 **Right of First Refusal**. City shall have the right of first refusal to lease each increment of space in the building and tower on the Premises which becomes available for lease during the Term. An increment of space shall not be deemed "available for lease" if the tenant under an expiring lease of such space desires to renew or extend its lease or if such space becomes available during the last twelve (12) months of the Term. If City elects to lease such space, City shall so notify Landlord in writing within thirty (30) days after the date of Landlord's notice ("City's Notice of Exercise"); provided, however, City's obligations hereunder shall be specifically conditioned upon City obtaining approval from the City's Public Utilities Commission of the terms and conditions related to the exercise of any such right of first refusal within sixty (60) days after the date of City's Notice of Exercise. If City does not exercise its right to lease such space within such period, then Landlord shall be relieved of its obligation to lease such space to City and the provisions of this paragraph shall not apply to that particular space. Upon City's election to lease any such space and subject to approval by the Public Utilities Commission, Landlord and City shall promptly prepare an amendment of this Lease adding such space to the Premises on all the terms and conditions set forth in this Lease as to the Premises, except that (i) the term of the lease to Tenant of such space shall commence upon the availability date and shall continue coterminously with the remaining Term, (ii) Tenant shall take such space in its then "as-is" condition, and (iii) the Base Rent per rentable square foot payable by Tenant for such space shall be the fair market value of the space at the time Tenant notifies Landlord of its interest in the space, with such fair market value to be determined based on standard appraisal practices or as otherwise mutually agreed between Landlord and Tenant. Landlord acknowledges and agrees that City's notice of its intent to exercise its right of first refusal with respect to any applicable space becoming available at the Property and any related amendment to this Lease shall be subject to enactment of a resolution by the Public Utilities Commission, in its sole and absolute discretion, approving and authorizing the same, within sixty (60) days after the date such notice of exercise is given.

28. GENERAL PROVISIONS

28.1 **Notices**. Any notice given under this Lease shall be effective only if in writing and given by delivering the notice in person, by sending it first class mail or certified mail with a return receipt requested or overnight mail, return receipt requested, with postage prepaid, to: (a) Tenant at Tenant's address set forth in the Basic Lease Information, or at any place where Tenant or any agent, officer or employee of Tenant may be personally served if sent subsequent to Tenant's vacating, deserting, abandoning or surrendering the Premises; or (b) Landlord at Landlord's address set forth in the Basic Lease Information; or (c) to such other address as either Landlord or Tenant may designate as its new address for such purpose by notice given to the other in accordance with the provisions of this Section. All notices hereunder shall be deemed to

have been given or received two (2) days after the date when it shall have been mailed if sent by first class, certified or overnight mail, or upon the date personal delivery is made. Neither party may give official or binding notice by facsimile.

28.2 No Implied Waiver. No failure by either party to insist upon the strict performance of any obligation of the other under this Lease or to exercise any right, power or remedy arising out of a breach thereof, irrespective of the length of time for which such failure continues, shall constitute a waiver of such breach. No acceptance by any Agent of Landlord of full or partial Base Rent or Additional Charges during the continuance of any such breach, and no acceptance of the keys to or possession of the Premises prior to the expiration of the Term by any Agent of Landlord, shall constitute a waiver of such breach or of Landlord's right to demand strict compliance with such term, covenant or condition or operate as a surrender of this Lease. No express written waiver by either party of any default or the performance of any provision hereof shall affect any other default or performance, or cover any other period of time, other than the default, performance or period of time specified in such express waiver. One or more written waivers of a default or the performance of any provision hereof by either party shall not be deemed to be a waiver of a subsequent default or performance. The consent of Landlord given in any instance under the terms of this Lease shall not relieve Tenant of any obligation to secure the consent of Landlord in any other or future instance under the terms of this Lease.

28.3 Amendments. Neither this Lease nor any term or provisions hereof may be changed, waived, discharged or terminated orally, and no breach thereof shall be waived, altered or modified, except by a written instrument signed by both parties hereto.

28.4 Authority. Landlord represents and warrants to City that the execution and delivery of this Lease by Landlord has been duly authorized and does not violate any provision of any agreement, law or regulation to which Landlord or the Property is subject.

28.5 Interpretation of Lease. The words "Landlord" and "Tenant" or "City" as used herein shall include the plural as well as the singular. As used herein, the term "Agents" when used with respect to either party shall include the agents, employees, officers, contractors, subcontractors and representatives of such party, and the term "Invitees" when used with respect to either party shall include the clients, customers, invitees, guests, licensees, assignees or subtenants of such party. The captions preceding the articles and sections of this Lease and in the table of contents have been inserted for convenience of reference and such captions in no way define or limit the scope or intent of any provision of this Lease. This Lease has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with herein. Provisions in this Lease relating to number of days shall be calendar days, unless otherwise specified, provided that if the last day of any period to give notice, reply to a notice or to undertake any other action occurs on a Saturday, Sunday or a bank or City holiday, then the last day for undertaking the action or giving or replying to the notice shall be the next succeeding business day. All approvals, consents or other determinations permitted or required by City hereunder shall be made by or through the Director, Bureau of Land Management unless otherwise provided in this Lease, by City's Charter or City Ordinance.

28.6 Successors and Assigns. The terms, covenants and conditions contained in this Lease shall bind and inure to the benefit of Landlord and Tenant and, except as otherwise provided herein, their personal representatives and successors and assigns. There are no third-party beneficiaries to this Lease.

28.7 Brokers. Neither party has had any contact or dealings regarding the leasing of the Premises, or any communication in connection therewith, through any licensed real estate broker or other person who could claim a right to a commission or finder's fee in connection with the lease contemplated herein except as identified in the Basic Lease Information, whose commission, if any is due, shall be paid pursuant to a separate written agreement between such broker and the party through which such broker contracted. In the event that any broker or finder perfects a claim for a commission or finder's fee based upon any such contact, dealings or communication, the party through whom the broker or finder makes his claim shall be responsible for such commission or fee and shall indemnify and hold harmless the other party from all claims, costs, and expenses (including, without limitation, reasonable attorneys' fees and disbursements) incurred by the indemnified party in defending against the same. The provisions of this Section shall survive any termination of this Lease.

28.8 Severability. If any provision of this Lease or the application thereof to any person, entity or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such provision to persons, entities or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and to each provision of this Lease shall be valid and be enforced to the full extent permitted by law.

28.9 Governing Law. This Lease shall be construed and enforced in accordance with the laws of the State of California and City's Charter.

28.10 Entire Agreement. This instrument, including the exhibits hereto, which are made a part of this Lease, contains the entire agreement between the parties and all prior written or oral negotiations, understandings and agreements are merged herein. The parties further intend that this Lease shall constitute the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever (including prior drafts hereof and changes therefrom) may be introduced in any judicial, administrative or other legal proceeding involving this Lease.

28.11 Attorneys' Fees. In the event that either Landlord or Tenant fails to perform any of its obligations under this Lease or in the event a dispute arises concerning the meaning or interpretation of any provision of this Lease, the defaulting party or the party not prevailing in such dispute, as the case may be, shall pay any and all costs and expenses incurred by the other party in enforcing or establishing its rights hereunder (whether or not such action is prosecuted to judgment), including, without limitation, court costs and reasonable attorneys' fees. For purposes of this Agreement, reasonable fees of attorneys of City's Office of City Attorney shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the subject matter area of the law for which the City Attorney's services were rendered who practice in the City of San Francisco in law firms with approximately the same number of attorneys as employed by the Office of City Attorney.

28.12 Holding Over. Should City hold over in possession of the Premises after the expiration of the Term with Landlord's consent, such holding over shall not be deemed to extend the Term or renew this Lease, but such tenancy thereafter shall continue as a month-to-month tenancy. Such tenancy shall be on all the terms and conditions set forth in this Lease and at the monthly Base Rent in effect during the last month of the Term of the Lease or such other rental as Landlord and City may mutually agree in writing as a condition to Landlord's consent to such holding over, and City shall continue as a month-to-month tenant until the tenancy shall be terminated by Landlord giving City or City giving Landlord at least thirty (30) days' prior

written notice of termination. Should City hold over without Landlord's consent, the rent payable by City during the period of such holding over shall be one hundred ten percent (110%) of the monthly Base Rent in effect during the last month of the Term of this Lease, and such tenancy shall otherwise be on the terms and conditions contained herein.

28.13 Time of Essence. Time is of the essence with respect to all provisions of this Lease in which a definite time for performance is specified.

28.14 Cumulative Remedies. All rights and remedies of either party hereto set forth in this Lease shall be cumulative, except as may otherwise be provided herein.

28.15 Survival of Indemnities. Termination of this Lease shall not affect the right of either party to enforce any and all indemnities and representations and warranties given or made to the other party under this Lease, nor shall it affect any provision of this Lease that expressly states it shall survive termination hereof.

28.16 Signs. City may erect or post signs on or about the Premises subject to Landlord's prior approval. Landlord reserves the right to review the placement, design, and plan for any such sign prior to its erection or posting and agrees that the approval thereof shall not be unreasonably withheld or delayed.

28.17 Quiet Enjoyment and Title. Landlord covenants and represents that it has full right, power and authority to grant the leasehold estate hereunder, and covenants that City, upon paying the Rent hereunder and performing the covenants hereof, shall peaceably and quietly have, hold and enjoy the Premises and all appurtenances during the full Term of this Lease as against all persons or entities claiming by and through Landlord or on account of any action, inaction or agreement of Landlord or its Agents. Without limiting the provisions of Section 18.2 (Indemnities), Landlord agrees to Indemnify City and its Agents against Claims arising out of any assertion that would interfere with City's right to quiet enjoyment as provided in this Section.

28.18 Bankruptcy. Landlord represents and warrants to City that Landlord has neither filed nor been the subject of any filing of a petition under the federal bankruptcy law or any federal or state insolvency laws or laws for composition of indebtedness or for the reorganization of debtors, and, to the best of Landlord's knowledge, no such filing is threatened. Landlord and City agree that City's leasehold estate created hereby includes, without limitation, all rights to receive and enjoy all services, facilities and amenities of the Premises and the Property as provided herein, and that if any of such services, facilities or amenities are terminated, or materially limited or restricted on account of any such case or proceeding, or for any other reason, City shall have the right to (i) contract directly with any third-party provider of such services, facilities or amenities to obtain the same, and (ii) offset against the Base Rent or other charges payable hereunder any and all reasonable costs and expenses incurred by City in obtaining such services, facilities or amenities.

28.19 Transfer of Landlord's Interest. Landlord shall have the right to transfer its interest in the Property, or this Lease to any other financially responsible person or entity. In the event of any such transfer, Landlord shall be relieved, upon notice to City of the name and address of Landlord's successor, of any obligations accruing hereunder from and after the date of

such transfer and upon delivering to City an express assumption by the transferee of all of Landlord's obligations hereunder.

28.20 Non-Liability of City Officials, Employees and Agents. No elective or appointive board, commission, member, officer, employee or agent of City shall be personally liable to Landlord, its successors and assigns, in the event of any default or breach by City or for any amount which may become due to Landlord, its successors and assigns, or for any obligation of City under this Agreement.

28.21 Prevailing Wages for Construction Work. Landlord agrees that any person performing labor in the construction of the Leasehold Improvements or other improvements to the Premises which Landlord provides under this Lease shall be paid not less than the highest prevailing rate of wages and that Landlord shall include, in any contract for construction of such improvements, a requirement that all persons performing labor under such contract shall be paid not less than the highest prevailing rate of wages for the labor so performed. Landlord further agrees that, as to the construction of such improvements under this Lease, Landlord shall comply with all the provisions of subsection (b) of San Francisco Charter Section A7.204 and Section 6.22(E) of the San Francisco Administrative Code that relate to payment of prevailing wages. Landlord shall require any contractor to provide, and shall deliver to City every two weeks during any construction period, certified payroll reports with respect to all persons performing labor in the construction of any Leasehold Improvements or other improvements to the Premises.

28.22 Non-Discrimination in City Contracts and Benefits Ordinance.

(a) Covenant Not to Discriminate. In the performance of this Lease, Landlord covenants and agrees not to discriminate on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, domestic partner status, marital status, height, weight, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status) against any employee of, any City employee working with, or applicant for employment with Landlord, in any of Landlord's operations within the United States, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by Landlord.

(b) Subcontracts. Landlord shall include in all subcontracts relating to the Premises a non-discrimination clause applicable to such Subtenant or other subcontractor in substantially the form of subsection (a) above. In addition, Landlord shall incorporate by reference in all subleases and other subcontracts the provisions of Sections 12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code and shall require all subtenants and other subcontractors to comply with such provisions. Landlord's failure to comply with the obligations in this subsection shall constitute a material breach of this Lease.

(c) Non-Discrimination in Benefits. Landlord does not as of the date of this Lease and will not during the Term, in any of its operations or in San Francisco or elsewhere within the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been

registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in Section 12B.2(b) of the San Francisco Administrative Code.

(d) Condition to Lease. As a condition to this Lease, Landlord shall execute the "Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits" form (Form HRC-12B-101) with supporting documentation and secure the approval of the form by the San Francisco Human Rights Commission. Landlord hereby represents that prior to execution of this Lease, (i) Landlord executed and submitted to the HRC Form HRC-12B-101 with supporting documentation, and (ii) the HRC approved such form.

(e) Incorporation of Administrative Code Provisions by Reference. The provisions of Chapters 12B and 12C of the San Francisco Administrative Code relating to non-discrimination by parties contracting for the lease of City property are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Landlord shall comply fully with and be bound by all of the provisions that apply to this Lease under such Chapters of the Administrative Code, including but not limited to the remedies provided in such Chapters. Without limiting the foregoing, Tenant understands that pursuant to Section 12B.2(h) of the San Francisco Administrative Code, a penalty of $50 for each person for each calendar day during which such person was discriminated against in violation of the provisions of this Lease may be assessed against Landlord and/or deducted from any payments due Landlord.

28.23 Notification of Limitations on Contributions. Through its execution of this Lease, Landlord acknowledges that it is familiar with Section 1.126 of the San Francisco Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for selling or leasing any land or building to or from the City whenever such transaction would require the approval by a City elective officer or the board on which that City elective officer serves, from making any campaign contribution to the officer at any time from the commencement of negotiations for such contract until the termination of negotiations for such contract or three (3) months has elapsed from the date the contract is approved by the City elective officer, or the board on which that City elective officer serves. San Francisco Ethics Commission Regulation 1.126-1 provides that negotiations are commenced when a prospective contractor first communicates with a City officer or employee about the possibility of obtaining a specific contract. This communication may occur in person, by telephone or in writing, and may be initiated by the prospective contractor or a City officer or employee. Negotiations are completed when a contract is finalized and signed by the City and the contractor. Negotiations are terminated when the City and/or the prospective contractor end the negotiation process before a final decision is made to award the contract.

28.24 MacBride Principles – Northern Ireland. The City and County of San Francisco urges companies doing business in Northern Ireland to move toward resolving employment inequities and encourages then to abide by the MacBride Principles as expressed in San Francisco Administrative Code Section 12F.1 et seq. The City and County of San Francisco also urges San Francisco companies to do business with corporations that abide by the MacBride Principles. Landlord acknowledges that it has read and understands the above statement of the City and County of San Francisco concerning doing business in Northern Ireland.

28.25 Conflicts of Interest. Through its execution of this Lease, Landlord acknowledges that it is familiar with the provisions of Sections 15.103 of the San Francisco

Charter, Article III, Chapter 2 of the City's Campaign and Governmental Conduct Code and Sections 87100 et seq. and Sections 1090 et seq. of the Government Code of the State of California and certifies that it does not know of any facts, which would constitute a violation of said provision, and agrees that if Landlord becomes aware of any such fact during the term of this Lease, Landlord shall immediately notify the City.

28.26 Tropical Hardwood and Virgin Redwood Ban. The City and County of San Francisco urges companies not to import, purchase, obtain or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood, or virgin redwood wood product. Except as expressly permitted by the application of Sections 802(b) and 803(b) of the San Francisco Environment Code, Landlord shall not provide any items to the construction of the Improvements or the Alterations, or otherwise in the performance of this Lease which are tropical hardwoods, tropical hardwood wood products, virgin redwood, or virgin redwood wood products. In the event Landlord fails to comply in good faith with any of the provisions of Chapter 8 of the San Francisco Environment Code, Landlord shall be liable for liquidated damages for each violation in any amount equal to Landlord's net profit on the contract, or five percent (5%) of the total amount of the contract dollars, whichever is greater.

28.27 Controller's Certification of Funds. The terms of this Lease shall be governed by and subject to the budgetary and fiscal provisions of the City's Charter. Notwithstanding anything to the contrary contained in this Lease, there shall be no obligation for the payment or expenditure of money by City under this Lease unless the Controller of the City and County of San Francisco first certifies, pursuant to Section 3.105 of the City's Charter, that there is a valid appropriation from which the expenditure may be made and that unencumbered funds are available from the appropriation to pay the expenditure. Without limiting the foregoing, if in any fiscal year of City after the fiscal year in which the Term of this Lease commences, sufficient funds for the payment of Rent and any other payments required under this Lease are not appropriated, then City may terminate this Lease, without penalty, liability or expense of any kind to City, as of the last date on which sufficient funds are appropriated. City shall use its reasonable efforts to give Landlord reasonable advance notice of such termination.

28.28 Counterparts. This Lease may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

28.29 Effective Date . This Lease shall become effective on the date upon which the Board of Supervisors and PUC have duly adopted resolutions approving this Lease and the Mayor has approved this Lease, and the parties hereto have duly executed this Lease.

28.30 Disclosure. Landlord understands and agrees that under the City's Sunshine Ordinance (San Francisco Administrative Code Chapter 67) and the State Public Records Law (Gov't Code Section 6250 et seq.), apply to this Lease and any and all records, information, and materials submitted to the City in connection with this Lease. Accordingly, any and all such records, information and materials may be subject to public disclosure in accordance with the City's Sunshine Ordinance and the State Public Records Law. Landlord hereby authorizes the City to disclose any records, information and materials submitted to the City in connection with this Lease.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS LEASE, THE PARTIES ACKNOWLEDGE THAT NO OFFICER OR EMPLOYEE OF CITY HAS AUTHORITY TO COMMIT CITY TO THIS LEASE UNLESS AND UNTIL A RESOLUTION OF THE CITY'S BOARD OF SUPERVISORS AND PUBLIC UTILITIES COMMISSION SHALL HAVE BEEN DULY ADOPTED APPROVING THIS LEASE, AND AUTHORIZING APPROPRIATE CITY OFFICERS TO CARRY OUT THE TRANSACTIONS CONTEMPLATED HEREBY. THEREFORE, ANY OBLIGATIONS OR LIABILITIES OF CITY HEREUNDER ARE CONTINGENT UPON, AND SUBJECT TO, DUE ADOPTION OF SUCH RESOLUTIONS, AND THIS LEASE SHALL BE NULL AND VOID IF SUCH RESOLUTIONS ARE NOT ADOPTED BY THE BOARD OF SUPERVISORS AND PUBLIC UTILITIES COMMISSION AND APPROVED BY THE MAYOR, IN THEIR RESPECTIVE SOLE AND ABSOLUTE DISCRETION, AND IN ACCORDANCE WITH CITY'S CHARTER AND ALL OTHER APPLICABLE LAWS. APPROVAL OF THE TRANSACTIONS CONTEMPLATED BY THIS LEASE BY ANY DEPARTMENT, COMMISSION OR AGENCY OF CITY SHALL NOT BE DEEMED TO IMPLY THAT SUCH RESOLUTION BY THE BOARD OF SUPERVISORS WILL BE ADOPTED NOR WILL ANY SUCH APPROVAL CREATE ANY BINDING OBLIGATIONS ON CITY.

City and Landlord have executed this Lease as of the date first written above.

LANDLORD:

COMMUNICATION & CONTROL, INC.,
a California corporation

By: _____

Name: Scott McGuire

Title: V.P. OPERATIONS

CITY:

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By: _____

Name: Susan Leal

Title: General Manager
Public Utilities Commission

APPROVED BY
PUBLIC UTILITIES COMMISSION
PURSUANT TO RESOLUTION NO. 05-0159
ADOPTED October 25, 2005

_____
Secretary

APPROVED AS TO FORM:

DENNIS J. HERRERA, City Attorney

By: _____
Deputy City Attorney

EXHIBIT A

Description of Leased Premises

All that certain real property located in Alameda County, California, described as follows:

BEGINNING at the United States Geological Survey (USGS) Station Allison, being a 2-inch Bronze USGS Disc stamped "VA 2659" thence from said point of beginning North 20 deg. 30' 36" East 518.96 feet to a 2"x 2" hub being the TRUE POINT OF BEGINNING of this description; thence South 00 deg. 13' 45'' East 990.00 feet to a 2"x 2" hub; thence South 89 deg. 43' 37" West 1100.00 feet to a concrete nail and flagging set in rock; thence North 00 deg. 13' 45" West 990.00 feet to a 2"x 2" hub; thence North 89 deg. 43' 37" East 1100.00 feet to the said true point of beginning a portion of Section 1`6, Township 5 South Range 1 East, Mount Diablo Base and Meridian.

The bearing of North 00 deg. 13' 45" West of the line from City of San Francisco Brass Disk Monument No. 77.7 to City of San Francisco Brass Disk Monument No. 74 was used as the basis of all bearings used in this description.

F.C.C. Information:

Latitude 37 29' 56" North

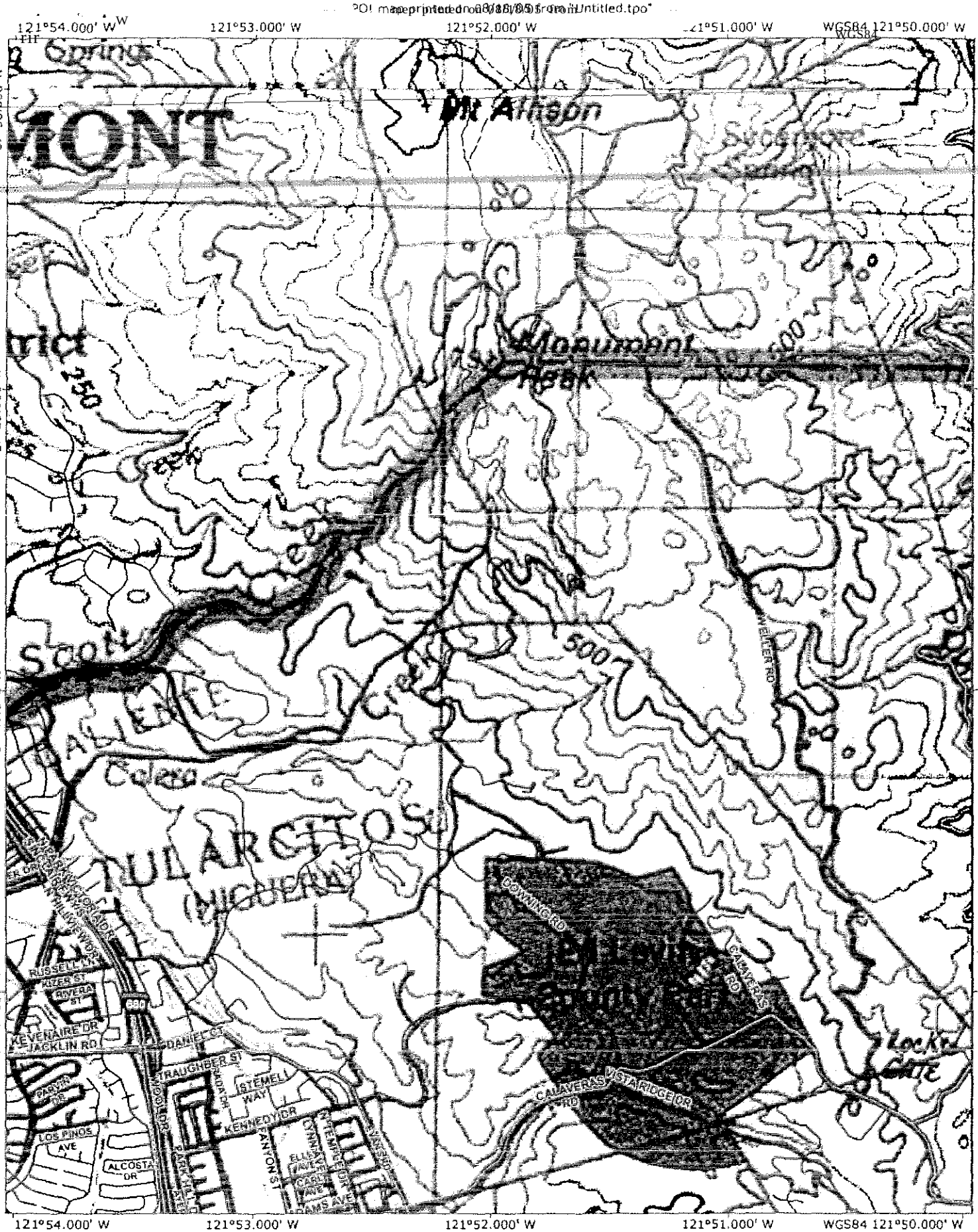
Longitude 121 52' 16" West

Assessor Parcel Number: 096-0090-005-07

EXHIBIT A-1

License Areas

POI map printed on 08/18/05 from Untitled.tpo*


121°54.000' W
121°53.000' W
121°52.000' W
121°51.000' W
WGS84 121°50.000' W
37°30.000' N
37°29.000' N
37°28.000' N
37°27.000' N
Mt Allison
Spring
Monument Peak
Scott
Creek
TULARCITOS
(MISSING)
Calaveras Reservoir
Lake
Downing Rd
Calaveras Rd
Kennedy Dr
Straughber St
Istemeli Way
Los Pinos Ave
Alcosta Dr
Jacklin Rd
Kevenaire Dr
Russell Ln
Riviera St
Daniel Ct
Ellen Ct
Adams Ave
Canyon
Park Dr
Meridian Rd
Piedmont Rd
Penitencia Creek Rd
Calaveras Rd
Calaveras Reservoir Rd
Lake Cir
Lake Dr
Lake Rd
Lake Ln
Lake Ct
Lake Pl
Lake Way
Lake Ter
Lake Vw
Lake Hill Rd
Lake Hill Ct
Lake Hill Pl
Lake Hill Ter
Lake Hill Vw
Lake Hill Way
Lake Hill Ln
Lake Hill Cir
Lake Hill Dr

Mt. Allison

Site Phone (408) 262-9845

From: ~~Oakland take the 880 Freeway south to the 237 Highway east.~~
San Jose take the 880 Freeway North to the 237 Highway east.

Continue east on 237 past the 680 Freeway and Park Victoria Drive. Continue past Park Victoria Drive, a golf course on the left, a county park on the right, 2.9 miles to Weller Road and turn left. A short distance up Weller Road will be a white gate. The lock is a Master Lock and should be the fourth one from the right post. Lock the gate after you go through. Approximately 2.3 miles up the road, there will be a farmhouse and a cattle guard gate. Drive slowly though this area. There is livestock loose in the area and it is common to find them on the road. You will Approximately 1.1 miles down from the farmhouse the road turns into dirt you will pass on your left the locked gate to Monument Ridge, contiuing on you will jog left past three yellow markers, there will be a half fallen building off to the left just past the left fork of the road witha stone rock wall on the right. You will need to take the next left fork in the road to get to the site road There is a green cattle guard. Through the cattle guard, you will continue to the top, staying the road. You will cross over a park trail / road. Just before the top there will be a road off to the right, this is to the Ch 14 TV station site. At the top there are several containers towers and buildings, This is Mt. Allison. If you are going to Allison Blue continue up the road and past all the buildings and the fenced area. Allison Blue is just over the ridge there is a 80' tower and a 20' container.

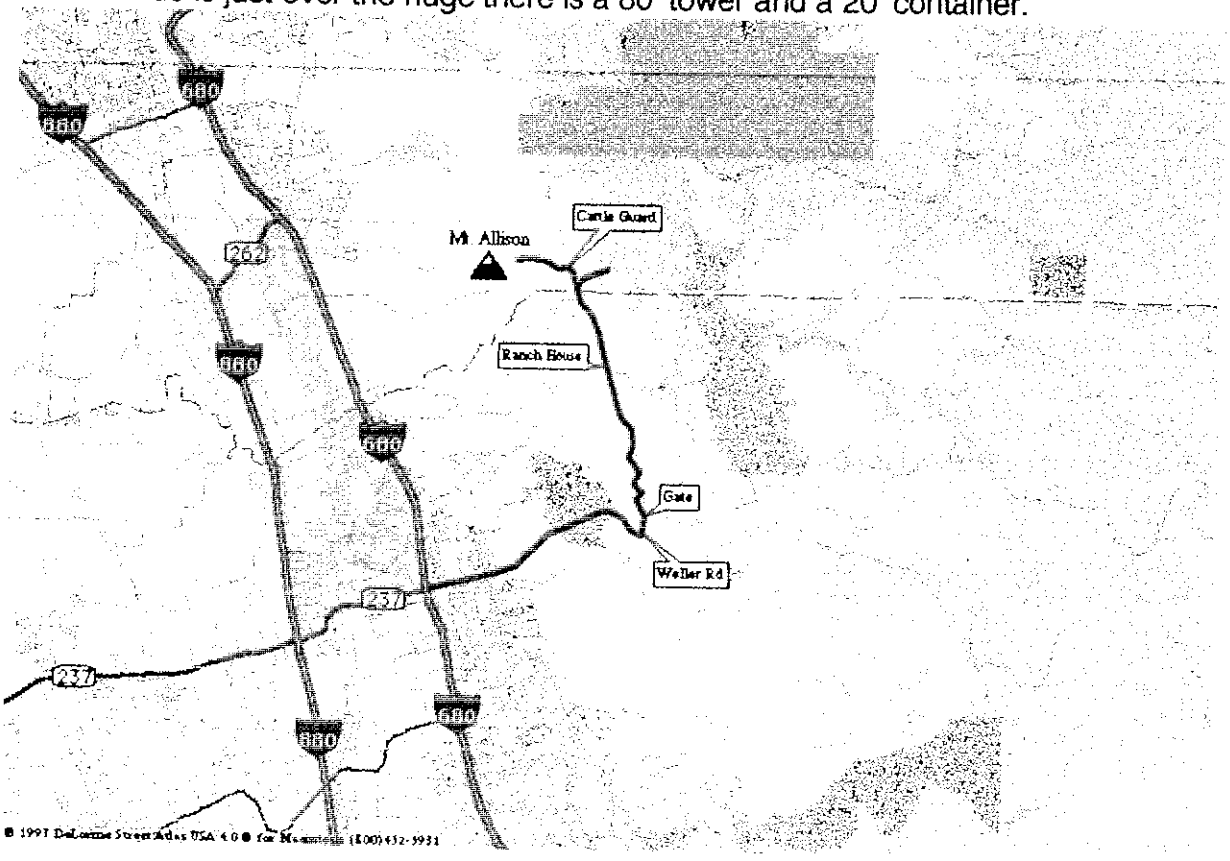


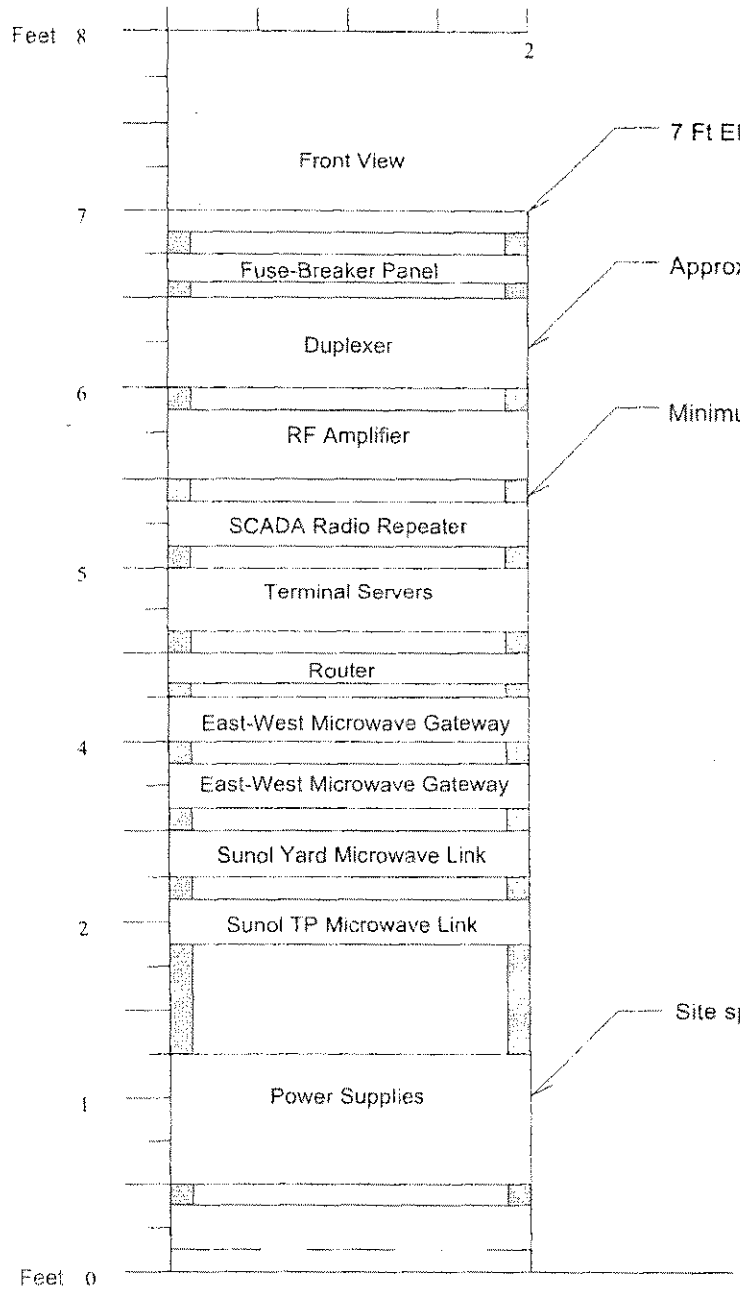
EXHIBIT B

Drawing of Premises and Landlord's Price Proposal

Exhibit B-1: Initial and First Expansion Premises Drawing

Exhibit B-2: Initial, First and Second Expansion Premises Drawing

Exhibit B-3: Landlord's Price Proposal



7 Ft EIA 19" Open Rack

Approximate rack space unit requirements.

Minimum 1 RU for ventilation and air circulation

Site specific - will depend on site power configuration.

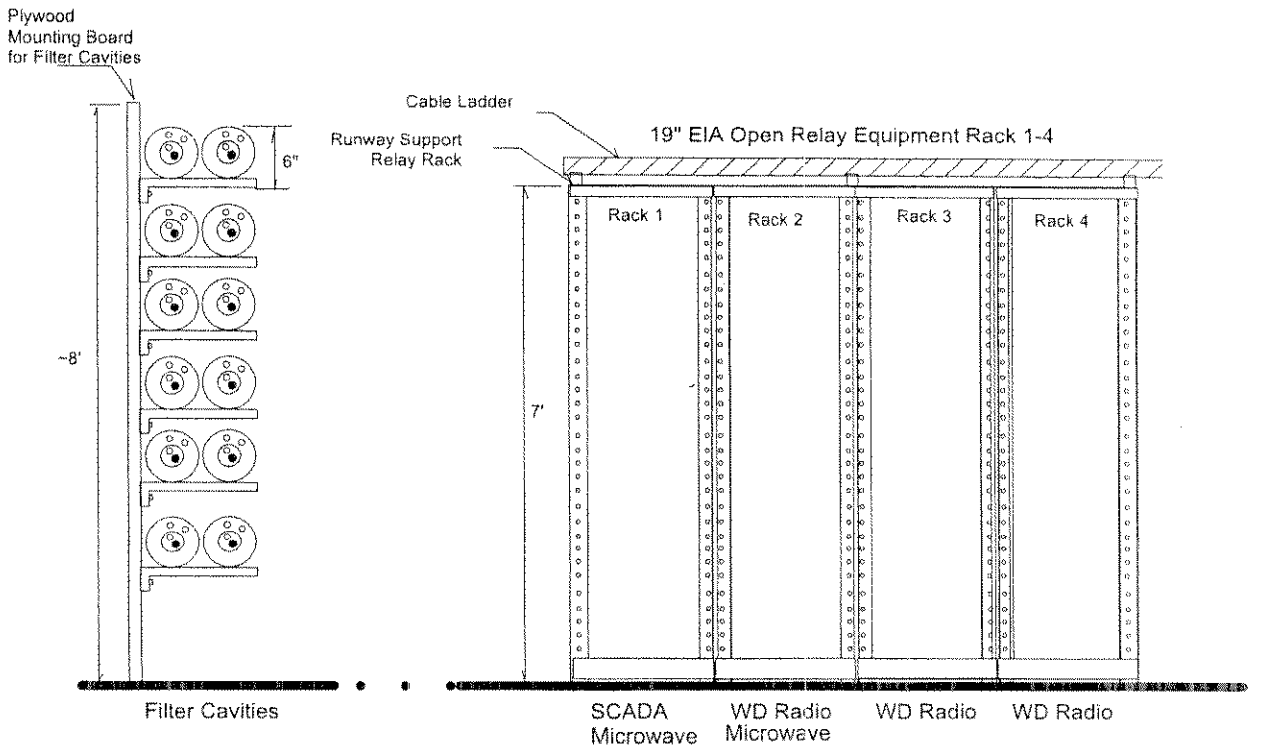
Notes:

1. Equipment rack assumes footprint is 24" x 24"
2. Front and back access required for servicing.
3. Possible cantilever equipment mounting may be used.
4. Will utilize space for rear cabling management rails on either left or right side of rack.
5. Based on site prep, routing of RF, baseband, and coaxial cable to antennas may require access to cable ladder above the rack.

Department of Telecommunications & Information Services
Wireless Services 901 Rankin St., S.F., CA 94124

Title: Mount Allison PUC SCADA Equipment Rack (Typical)

Dwg. No. MA002 - DRAFT Rev. Date:



Projected Rack Space Requirements for Mount Allison

1. Space for 4 racks for future expansion capability. Racks are open 19" EIA.
2. Initial need is space for 1 rack for SFPUC SCADA system.
3. Mounting (4' x 8' x 5/8") Plywood board on interior back or side wall of shelter for Low-Band radios filter cavities. Alternative overhead mounting may also be possible.

Projected Antenna-Tower Space Requirements for Mount Allison

1. One (1) each Omni, 12' long, at 80' level or higher, for 932/941 MHz SCADA System.
2. Four (4) each Omni 22' long, at greater than 60' levels for 37/42 MHz (Low-Band) voice radio system. Possible reduction in number through combining.
3. Two (2) each 2' diameter parabolic microwave antennas at minimum height AGL for a LOS to Sunol Yard and Sunol Treament Plant on an azimuth due North. Final design may translate to 2 each 24" x 24" panels, or 2 each 12" x 12" panels, or a combination of both, rather than parabolics.
4. Two (2) each 6' diameter parabolic microwave antennas with a minimum vertical separation of 20' at a minimum height AGL for a LOS to Sawyer Ridge on an azimuth due West. Final design may translate to 2 each 24" x 24" panels, rather than parabolics.

Department of Telecommunications & Information Services
Wireless Services 901 Rankin St., S.F., CA 94124

Title: Mount Allison SFPUC Projected Space Needs

Dwg. No. MA001 - DRAFT Rev. Date:

PRODUCER (410)480-4400 FAX (4..)465-0759
Atlantic Risk Management Corp.
5850 Waterloo Road, Suite 240
Columbia, MD 21045

INSURED Communication & Control Inc.
2633 S. Bascom Avenue
Campbell, CA 95008

THIS CERTIFICATE IS ..UED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Hartford Fire Ins. Co.	
INSURER B: Hartford Casualty Ins. Co	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	30UENTL1685	09/30/2005	09/30/2006	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurance) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A		AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	30UENTL1685	09/30/2005	09/30/2006	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
B		EXCESS/UMBRELLA LIABILITY X OCCUR CLAIMS MADE DEDUCTIBLE X RETENTION $ 10,000	30RHUTL0746	09/30/2005	09/30/2006	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000 $ $ $
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
		OTHER Tower Insurance	30MSTL0512	09/30/2005	09/30/2006	Per schedule on file with Insurance Company	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Insurance Verification
Job Name & Address: Mt. Allison Communications Site, Alameda County, CA

CERTIFICATE HOLDER

S.F. Public Utility Comm. I.T.S.
Attn: Fonda Davidis
135 Mission Street, 10th Floor
San Francisco, CA 94103

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
David Saul

©ACORD CORPORATION 1988

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

PUBLIC UTILITIES COMMISSION

EDWIN M. LEE, MAYOR

RADIO COMMUNICATIONS SITE LEASE

between

CITY AND COUNTY OF SAN FRANCISCO,
as Tenant

and

COMMUNICATION & CONTROL, INC.
as Landlord

For the lease of
Telecommunication Facilities
At Mount Allison
Alameda County, California

Dated July 1, 2012

PUBLIC UTILITIES COMMISSION

Anson B. Moran – President
Art Torres – Vice President
Ann Moller Caen – Commissioner
Francesca Vietor – Commissioner
Vince Courtney – Commissioner

Ed Harrington
General Manager of Public Utilities Commission

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SAN FRANCISCO PUBLIC UTILITIES COMMISSION

RADIO COMMUNICATIONS SITE LEASE

THIS RADIO COMMUNICATIONS SITE LEASE (this "Lease") dated for reference purposes only as of July 1, 2012, made between COMMUNICATION & CONTROL, INC., a California corporation ("Landlord"), and the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation, acting by and through its Public Utilities Commission ("City" or "Tenant").

Landlord and Tenant hereby covenant and agree as follows:

1. BASIC LEASE INFORMATION

1.1 Basic Lease Information. The following is a summary of basic lease information (the "Basic Lease Information"). Each item below shall be deemed to incorporate all of the terms set forth in this Lease pertaining to such item. In the event of any conflict between the information in this Section and any more specific provision of this Lease, the more specific provision shall control.

Lease Reference Date:	July 1, 2012
Landlord:	COMMUNICATION & CONTROL, INC.
Tenant:	CITY AND COUNTY OF SAN FRANCISCO
Property (Section 2.1):	That portion of Assessors Parcel No. 096-0090-005-07 (more commonly known as Mt. Allison), Alameda County, California, as more particularly described and depicted on Exhibit A attached hereto and all appurtenances and improvements thereto (the "Property").
Premises (Section 2.1):	The portion of the Property, consisting of (i) tower space for the installation, use and operation one (1) 6' diameter parabolic microwave antenna at a maximum height of 25' Above Ground Level (AGL) (12' minimum height AGL) and a Line of Sight (LOS) to Livermore Hills Radio Site, on an North-East azimuth, and (ii) approximately 14 square feet of shelter space for the installation, use and operation of one 19" EIA open equipment rack (24" x 24" footprint), all as shown on Exhibit B-1 and Exhibit B-2 attached hereto (the "Premises").
License (Section 2.2):	In connection with the lease of the Premises and for the term of this Lease, Tenant shall have a nonexclusive and nonpossessory license (the "License") for the placement of antennae cables as shown on the Approved Plans and as otherwise mutually agreed between Landlord and Tenant, and Tenant shall have a non-exclusive use and right of vehicular access, ingress and egress over existing roads, paths and driveways from Weller Road to the

	Communications Site all as shown on Exhibit B-1 and Exhibit B-2 attached hereto (collectively, the "License Areas").
Term (Section 3.1):	Estimated Commencement Date: July 1, 2012 Actual Commencement Date: _____, 2012 Expiration Date: October 31, 2014.
Base Rent (Section 4.1):	Initial Monthly Base Rent: $865.20 Initial Monthly Base Rent is comprised of: Tower Space – 6' MW Dish: $395.20 Shelter – Equipment Rack Space: $435.00 Shelter - Utility: $35.00
Adjustment Dates (Section 4.2):	Annually on November 1 pursuant to Section 4.2, below, Base Rent shall be adjusted by four percent (4%) of the then current Base Rent.
Use (Section 5.1):	City, including any of its departments, commissions or agencies, shall use the Premises as one of City's radio communications services facilities and for other general telecommunications uses ("Communications Site"); however, no additional equipment can be installed on the Premises without the prior written consent of Landlord in its reasonable discretion.
Utilities and Services (Section 11.1):	All utilities and services necessary for use of the Communications Site and permitted by this Lease shall be provided to the Premises by Landlord in accordance with the standards set forth in Section 11.1, below, at Tenant's cost. A fuel powered electrical generator is available on the Property and may be used by Tenant in the event of emergency or interruption of utility service, although Landlord does not guaranty it will function.
Security Deposit (Section 24.1):	None
Notice Address of Tenant (Section 28.1):	Public Utilities Commission Real Estate Services 1145 Market Street,7th Floor San Francisco, California 94103 Attn.: Rosanna Russell Fax No.: (415) 487-5200
with a copy to:	Office of the City Attorney City and County of San Francisco Room 234, City Hall 1 Dr. Carlton B. Goodlett Place San Francisco, California 94102-4682 Attn: Real Estate/Finance Team Fax No.: (415) 554-4755

Key Contact for Tenant:	Rosanna Russell
Telephone No.:	(415) 487-5213
Notice Address for Landlord (Section 28.1):	Communication & Control Inc. 2633 S. Bascom Avenue Campbell, California 95008-5698
Key Contact for Landlord:	Scott McQueen
Telephone No.:	800-399-6326, 408-377-2900
Brokers:	N/A

2. PREMISES; AS IS LEASE

2.1 Lease Premises. Subject to the terms, covenants and conditions of this Lease, Landlord leases to Tenant and Tenant leases from Landlord, the Premises as defined in Section 1.1 (Basic Lease Information). The Property and the Premises are as defined in Section 1.1, Basic Lease Information.

2.2 License. Landlord hereby confers on Tenant for the term of this Lease, the License (as defined in Section 1.1, Basic Lease Information). The real property to which the License relates shall sometimes hereinafter be referred to collectively the "License Area". The License may be used by Tenant only as set forth in Section 1.1 (Basic Lease Information). Notwithstanding anything to the contrary contained herein, this License does not constitute a grant by Landlord of any ownership, leasehold, easement or other property interest or estate whatsoever in the License Area, or any portion thereof and the License is subject to all terms and conditions of this Lease. The rights granted to Tenant herein are for the purpose of installing, constructing, maintaining, restoring, replacing, and operating Tenant's equipment located within or on the Premises or such License Area, including, in the case of an emergency, the right to install temporary facilities required to maintain continuous operation of Tenant's communications facility including a fuel-powered electrical generator in a location pre-approved by the Landlord, in the reasonable discretion of the Landlord. Tenant shall notify Scott McQueen, or such other person as designated by Landlord, at least 48 hours in advance of any access and shall comply with all reasonable requirements of such designated person with respect to Tenant's requested access. Tenant shall have immediate access to the Premises in the case of an emergency provided Tenant uses its best efforts to give Landlord advance notice of such access by notifying Scott McQueen, and if such notice is not possible, Tenant shall notify Landlord immediately after such access. The notice required in the preceding sentence shall be by telephone and telefacsimile. It is the parties' intent that the License granted under this Lease shall be co-terminus with the Lease. Accordingly, termination or expiration of the Lease in accordance with the terms hereof shall effect termination of the License. Landlord, in its sole discretion, may relocate the License at anytime following reasonable notice to Tenant.

2.3 INTENTIONALLY OMITTED

3. TERM

3.1 Term of Lease and Confirmation of Commencement Date. The Premises are leased for a term (the "Term") commencing upon execution by the SFPUC General Manager, and the later of either (i) the first day of the first month following Tenant's notice to Landlord in writing that Tenant has obtained all permits and approvals necessary for Tenant to be legally entitled to construct a facility for providing mobile/wireless communication services at the Premises, or (ii) the Estimated Commencement Date specified in the Basic Lease Information

(the "Commencement Date"). The Term shall end on the Expiration Date specified in the Basic Lease Information (the "Expiration Date") unless earlier terminated pursuant to the terms hereof.

Notwithstanding anything to the contrary herein, City shall have the right at any time during the Term to cancel this Lease, without any penalty, fee or other liability, by giving Landlord not less than sixty (60) days prior written notice.

Promptly following the Commencement Date, if the Commencement Date occurs on a date other than the Estimated Commencement Date specified in the Basic Lease Information, Tenant shall deliver to Landlord a notice in substantially the form attached hereto as Exhibit C identifying the Commencement Date determined in accordance with the provisions hereof, and Landlord shall execute and return such notice to Tenant. However, the parties' failure to execute or deliver such notice shall not affect the commencement of the Term. No delay in the commencement of this Lease beyond the Estimated Commencement Date shall serve to extend the Term beyond the Expiration Date.

3.2 Delay in Lease Commencement. If Tenant does not obtain all necessary permits and approvals necessary for Tenant to be legally entitled to construct a facility for providing communication services at the Premises within one hundred twenty (120) days from the Estimated Commencement Date, then either Landlord or Tenant may terminate this Lease by written notice to the other party given within ten (10) days after such 120-day period, and neither party shall have any further rights or obligations hereunder.

3.3 Delay in Delivery of Possession. Landlord shall use its best efforts to deliver possession of the Premises on or before the Estimated Commencement Date. However, if Landlord is unable to deliver possession of the Premises as provided above, then, subject to the provisions of this Section below, the validity of this Lease shall not be affected by such inability to deliver possession except that City's obligations to pay Base Rent or any other charges shall not commence until such time as Landlord has delivered the Premises as required under this Lease. If the Term commences later or earlier than the Estimated Commencement Date, this Lease shall nevertheless expire on the Expiration Date, unless sooner terminated pursuant to the provisions under this Lease. If Landlord is unable to deliver possession of the Premises to City as required hereunder within thirty (30) days after the Estimated Commencement Date, then City may, at its option, terminate this Lease, without any further liability under this Lease, upon written notice to Landlord.

4. RENT; ADDITIONAL CHARGES

4.1 Base Rent. Beginning on the Commencement Date, Tenant shall pay to Landlord during the Term the annual Base Rent specified in the Basic Lease Information as the same may be increased pursuant to Section 4.2 (Adjustments in Base Rent) (the "Base Rent"). The Base Rent shall be payable in monthly installments on or before the first day of each month, in advance, at the address specified for Landlord in the Basic Lease Information, or such other place as Landlord may designate in writing upon not less than thirty (30) days' advance notice. The Base rent shall be adjusted to reflect the actual premises occupied by the Tenant at the time the monthly installment comes due. Tenant shall pay the Base Rent without any prior demand and without any deduction or setoff except as otherwise provided in this Lease. If the Commencement Date occurs on a day other than the first day of a calendar month, or the Expiration Date occurs on a day other than the last day of a calendar month, then the Base Rent for such fractional month shall be prorated based on a thirty (30) day month.

4.2 Adjustments in Base Rent. On each date specified in the Basic Lease Information for the adjustment of Base Rent (an "Adjustment Date") during the Term, the Base Rent and License Fee payable by Tenant under Section 2.1 (Premises) and Section 4.1 (Base Rent) above shall be adjusted by four percent (4%) each year. The annual adjustments shall not

apply to the Shelter-Utility portion of the Base Rent, which is subject to adjustment in accordance with the provisions of Section 11.1 (Utilities and Services).

4.3 Additional Charges. Tenant shall promptly pay to Landlord any amounts, if any, required under any other Section of this Lease, as additional rent (herein called "Additional Charges"). Such Additional Charges shall be payable to Landlord at the same place and in the same manner as the Base Rent is payable. Landlord shall have the same remedies for a default in the payment of any Additional Charges as for a default in the payment of Base Rent. As used in this Lease, the term "Rent" shall include the Base Rent and any Additional Charges.

4.4 INTENTIONALLY OMITTED

5. USE

5.1 Permitted Use. Tenant, including any of its departments, commissions or agencies, may use the Premises during the Term of this Lease for radio communications services facilities and such other general telecommunication uses as are specified in the Basic Lease Information and for no other use without the prior written consent of Landlord, which shall not be unreasonably withheld or delayed.

5.2 Interference with Access. Landlord shall provide to City at all times use of the Premises and uninterrupted access thereto to the maximum extent possible, including, without limitation, during any power outages affecting the Premises or any portion of the License Area. If City's use of any of the Premises or License Area, or access thereto is interrupted due to Landlord's failure to comply with its obligations under this Lease or for any other reason other than City's default hereunder, then Landlord shall immediately undertake all necessary steps to correct such condition. In the event such condition continues for seventy-two (72) hours and impairs City's ability to access the Premises or to otherwise use the Premises, including any Tenant's Equipment located thereon, the Rent payable hereunder shall be abated based on the extent to which such default interferes with City's ability to access or use the Premises, including any Tenant's Equipment located thereon. If any such default by Landlord shall continue for thirty (30) days or more after City's use is interrupted and impairs City's ability to access or use the Premises, including any Equipment of Tenant's located thereon, then City shall have the right, without limiting any of its other rights under this Lease to terminate this Lease. Nothing in this Section shall limit City's rights with respect to any disruption due to casualty pursuant to Section 12 (Damage and Destruction) hereof.

6. INSTALLATION OF TENANT IMPROVEMENTS

Following the Commencement Date, Tenant shall commence to install Tenant's equipment on the Premises in accordance with the plans and specifications, which have been approved by Landlord (such work is called the "Tenant Improvement Work" or "Tenant Improvements" and such plans and specifications are called the "Approved Plans"). The Approved Plans may be altered, subject to the prior written and reasonable approval of Landlord, if required in order for Tenant to obtain any permits or approvals necessary for construction of the Tenant Improvements. Tenant shall be responsible, at its cost, for performing the Tenant Improvement Work in accordance with the Approved Plans and otherwise in compliance with the standards contained in Section 7.1 (Tenant's Alterations). Tenant shall further be responsible, at its cost, for obtaining all permits and licenses required in connection with the Tenant Improvements and satisfy any conditions or mitigation measures approved in connection therewith. No Tenant Improvement Work shall commence until Tenant has first obtained all necessary permits and approvals for Tenant to be legally entitled to construct the Tenant Improvements.

7. ALTERATIONS

7.1 Tenant's Alterations. Except as set forth below in this Section 7.1, Tenant shall not make or permit any alterations to the Property or any of the heating, ventilating, air conditioning, plumbing, electrical, fire protection, life safety, security and other mechanical, electrical, and communications systems on the Property (collectively, "Utility Network"), except with Landlord's prior written consent, which Landlord shall not unreasonably withhold or delay. However, the installation of furnishings, fixtures, equipment or decorative improvements, none of which affect the Utility Network, systems or structural integrity of improvements on the Property, and the repainting and/or recarpeting of any portion of the Premises shall not constitute Alterations requiring Landlord's consent. Any such alterations ("Alterations") shall be done at Tenant's sole expense in accordance with applicable Laws (as defined below). Landlord shall, without cost to itself, cooperate with City in securing building and other permits and authorizations needed in connection with any permitted Alterations. Landlord shall not be entitled to any construction or other administrative fee in connection with any Alteration. City shall be required to remove any Alterations upon the expiration or sooner termination of this Lease unless Tenant requests in writing and Landlord accepts such Alterations at the time of City's request and agrees they can remain on the Premises after termination of the Lease.

7.2 Title to and Removal of Improvements. Except for City's Personal Property (as defined in the next Section) and the Tenant's Equipment, all appurtenances, fixtures, improvements, equipment, additions and other property permanently installed in the Premises as of the Commencement Date or during the Term shall be and remain Landlord's property. City may not remove such property unless Landlord consents thereto.

7.3 City's Personal Property. All furniture, furnishings and articles of movable personal property and equipment installed in the Premises by or for the account of Tenant (all of which are herein called "City's Personal Property") that can be removed without structural or other material damage to the Premises shall be and remain the property of Tenant and may be removed by it subject to the provisions of Section 25 (Surrender of Premises) hereof. Landlord acknowledges that some of City's Personal Property may be financed by an equipment lease financing or otherwise subjected to a security interest, or owned by an equipment company and leased to City. Landlord, upon City's reasonable request, shall execute and deliver any document required by any supplier, lessor, or lender in connection with the installation in the Premises of any items of City's Personal Property, pursuant to which Landlord waives any rights it may have or acquire with respect to City's Personal Property, so long as the supplier, equipment lessor or lender agrees that it (i) will remove the City's Personal Property from the Premises within thirty (30) days after the Expiration Date (but if it does not remove City's Personal Property within such time it shall have waived any rights it may have had to City's Personal Property), (ii) will repair any damage caused by the removal of City's Personal Property, and (iii) Tenant reimburses Landlord for its actual costs in reviewing and preparing any document required under this subsection which amount shall not exceed $1,000.00. Landlord shall recognize the rights of an supplier, lessor or lender who has an interest in any items of City's Personal Property to enter the Premises and remove such property at any time during the Term or within thirty (30) days after the Expiration Date.

8. LANDLORD'S ALTERATIONS OF THE PROPERTY AND UTILITY NETWORK

Landlord reserves the right at any time to make alterations, additions, repairs, deletions or improvements to all or any part of the Property, the Utility Network or the common areas of the Property, for any purpose including compliance with mandatory or voluntary controls or guidelines, subject to the following terms and conditions. In performing any such work (including without limitation any leasehold improvement work for other tenants on the Property), Landlord shall make good faith efforts to give Tenant prior notice of such work, and shall make reasonable efforts to minimize interference with or disruption to City's use and occupancy of the

Premises and License Area, including Tenant's use of any Tenant's Equipment located thereon. Landlord shall promptly remedy any such interference or disruption upon receiving City's notice thereof.

9. MAINTENANCE AND REPAIRS

9.1. Landlord's Maintenance and Repairs. Landlord shall repair and maintain, at its cost, in good working order and in a safe and sanitary condition, (a) any exterior and structural portions of any improvements located on the Property, including, without limitation, the roof, foundation, bearing and exterior walls and subflooring, and any heating, ventilating, air conditioning, plumbing, electrical, fire protection, life safety, and security systems of such improvements, and (b) any other mechanical, electrical and communications systems, utilities and other infrastructure serving the Premises, the License Area and any Common Areas (collectively, the "Property Systems"). Without limiting the foregoing, Landlord shall maintain the Property in a clean, safe and attractive manner and shall not permit any other tenants of the Property to disturb or interfere with City's use of the Premises or permit to be done in or about the Property or anything that is illegal, is dangerous to persons or property or constitutes a nuisance.

9.2. City's Maintenance and Repairs. Subject to Landlord's warranty under Section 12.1 (Premises Compliance), and Landlord's repair and maintenance obligations hereunder, City shall, at its sole expense, operate, repair, maintain and manage, at its sole cost the Premises, the Tenant Improvements and any other permitted Alterations, in good working order and in a safe and sanitary condition, normal wear and tear excepted, from and after the Commencement Date. Tenant shall, at its sole expense, repair any damage to the License Area, normal wear and tear excepted, caused by Tenant, its Agents or Invitees. At all times during the Term of the Lease, Landlord shall, upon reasonable notice by City, afford City and its Agents with access to those portions of the Property which are necessary to maintain or repair any telecommunications, data and computer cabling facilities and equipment installed by City.

10. LIENS

Tenant shall keep the Premises and the Property free from any liens arising out of any work performed, material furnished or obligations incurred by or for Tenant, except for Tenant obligations under the financing arrangements described in Section 7.3 (City's Personal Property). Landlord shall have the right at all times to post and keep posted on the Premises any notices permitted or required by law or that Landlord shall deem proper for the protection of Landlord, the Premises, and the Property, from mechanics' and materialmen's liens. Tenant shall give to Landlord at least ten (10) days' prior written notice of commencement of any repair or construction on the Premises except for minor and routine repair and maintenance for which Tenant is responsible hereunder.

11. UTILITIES AND SERVICES

11.1 Utilities and Services. During the Term, Landlord shall furnish, or cause to be furnished to the Premises, any and all utilities or services necessary or appropriate for City's use and enjoyment of the Premises including, but not limited to: (a) Climate control (HVAC) in the shelter portion of the Premises in amounts required for City's comfortable use and operation of the shelter portion of the Premises and City's Equipment on a twenty-four (24) hours-a-day, three hundred sixty-five (365) days-a-year basis ("Daily Basis") maintaining a temperature range from not less than -30 and not greater than 60 °C (-22 to +140 °F); (b) electric power consisting of one 115 VAC, 20A circuit for each equipment rack, delivered to a simplex or duplex outlet located on the wall no further than 3 feet from the edge of the rack, and otherwise in amounts required for the operation of Tenant's Equipment, on a Daily Basis with automatic generator back-up power to be established no later than 120 seconds following any loss of utility power; and (c)

telephone service in the form of at least one voice PSN telephone line with call in capability in the shelter. During the Term, Landlord shall provide a fuel powered electrical generator for the benefit of the Premises in the event of emergency or interruption of utility service.

Tenant shall not: (a) connect or use any electrical equipment that exceeds the capacity of the electrical system(s) on the Property; or (b) connect any apparatus, machine or device through electrical outlets except in the manner for which such outlets are designed, except for such modifications as may be shown on the Approved Plans and for any other such modifications at Tenant's sole cost as are reasonably approved in writing in advance by Landlord.

Landlord shall pay for all gas costs. Tenant shall pay as additional rent the cost of all electrical service provided to the Premises and attributable to Tenant's operations of their Equipment ("Utility Charge"). The initial Utility Charge will be an estimated cost given by the Tenant to the Landlord upon the execution of this Agreement to be paid in the same manner as Rent pursuant to Section 4.1 of this Agreement. Within the first six (6) months of the Term and then yearly thereafter for the Term and any Extended Term, the Tenant's Equipment will be audited for electrical usage (for a period of at least 30 days and not more than 60 days) to determine the average use of Tenant. This audited usage will be used to recalculate and amend Tenant's electrical costs. (Example for a 30 day usage period: 343 kWh X current rate at .11 per kWh = $ 37.73). Upon determination of the actual average usage, Tenant shall be notified of the cost of its actual usage and that amount shall be payable with the next monthly Rent payment and thereafter in accordance with Section 4.1 of this Agreement. Tenant or Landlord shall reimburse the other for any deficiencies or overages in the amounts paid by Tenant within 30 days of the notice of the actual usage. Tenant shall be solely responsible for and promptly pay all charges for any telephone service and any other utility, other than gas used or consumed by Tenant on the Premises. The initial estimated monthly Utility Charge is $35.00.

11.2 Maintenance of Fences and Road. Landlord shall maintain in good condition and repair and its expense any existing fence along or about the property line of the Premises. Landlord shall also maintain, at its expense, in good condition and repair an all weather gravel roadway in, on or to the License area leading to Premises or Tenant's Improvements which road Tenant acknowledges may be used by Landlord and/or other tenants of Landlord. Landlord shall not interfere with any travel on such roads.

11.3 Disruption of Essential Services. In the event of any failure, stoppage or interruption of any utilities or services to be furnished by Landlord hereunder, Landlord shall immediately notify City of such failure, stoppage or interruption, diligently attempt to restore service as promptly as possible and shall keep City apprised of its efforts. In the event Landlord is unable to supply any of the Property's sanitary, electrical, heating, air conditioning, fire protection and security, or other essential services serving the Premises (collectively, "Essential Services") and such inability of Landlord impairs City's ability to access or use the License Area or Premises, including Tenant's Equipment located thereon, for a period of twenty-four (24) hours or more, then the Rent shall be abated based on the extent such inability of Landlord impairs City's ability to access or use the License Area or Premises, including the Tenant's Equipment located thereon, or, alternatively at City's election, City shall have the option to provide such services and offset the reasonable cost thereof against the Rent next due under this Lease. Such abatement, or right to provide the services and offset against Rent, shall continue until the Essential Services have been restored so that the lack of any remaining services no longer materially impairs City's ability to access or use the License Area or Premises, including the Tenant's Equipment located thereon. Landlord shall use its best efforts to restore disrupted Essential Services as soon as possible. However, if such failure to provide any Essential Services continues for any reason for thirty (30) days and such failure interferes with City's access and use of the License Area or Premises, including the Tenant's Equipment located thereon, then City may, without limiting any of its other rights or remedies hereunder or at law or in equity, terminate this Lease upon written notice to Landlord.

12. COMPLIANCE WITH LAWS AND RISK MANAGEMENT REQUIREMENTS

12.1 Premises Condition. Landlord and Tenant agree and acknowledge that Tenant is accepting the Premises in the "as-is" condition. It is the responsibility of the Tenant to satisfy itself as to the condition of the physical structure, fixtures and permanent improvements of the Premises and all portions of the Property and the License Area along the path of travel to the Premises. Landlord makes no warranty or representation as to the condition of the Premises, except that Landlord represents that as of the date of this Lease Landlord has not received any written notice of non-compliance with any laws, orders and regulations of federal, state, county and municipal authorities (collectively, the "Laws") relating to any portion of the Premises, Property, or License Areas or the use or occupancy thereof. Landlord acknowledges and agrees that in no event shall Tenant have any obligation to maintain any portion of the Premises, Property, License Areas or Property Systems serving the Premises in compliance with applicable present or future Laws, except to the extent of City's obligations with respect to the Premises pursuant to Section 12.2 below. Without limiting Section 18.2 (Landlord's Indemnity), Landlord shall Indemnify City against any and all Claims arising out of any failure of the Property, License Areas, Property Systems, or any portion thereof, to comply with applicable Laws as provided in this Section or any misrepresentation by Landlord under this Section so long as such Claims are not caused by Tenant, its contractors, agents, or employees.

12.2. City's Compliance with Laws; Indemnity. City shall use the Premises during the Term in compliance with applicable Laws, except that City shall not be required to make any structural alterations, additions or other modifications in order to comply therewith unless such modifications are necessary solely because of any Alterations to the Premises made by City pursuant to Section 7 hereof and such modifications are not otherwise Landlord's responsibility under this Lease. City shall be responsible for complying with any requirement of the Disabilities Laws relating to the placement of City's Personal Property and the operation of any programs in the Premises, other than any requirement relating to the physical structure, fixtures and permanent improvements of the Premises or portions of the Property along the path of travel to the Premises, which shall not be Tenant's obligation as provided in Section 12.1 above. Without limiting Section 18.1 (City's Indemnity), City shall Indemnify Landlord against any and all Claims arising out of City's failure to comply with all applicable Laws as provided in this Section.

12.3 Licenses and Approvals . Tenant represents and warrants that it has acquired all licenses, permits, and other approvals required under all federal, state, and local laws for the operation of Tenant's equipment on the Premises. Tenant shall maintain all such licenses, permits or other approvals throughout the Term of this Lease.

12.4 Radiofrequency Radiation and Electromagnetic Fields . Without limiting Section 12.1 above, Tenant shall comply with all present and future laws, orders and regulations of federal, state, county and municipal authorities relating to allowable presence of or human exposure to Radiofrequency Radiation ("RFs") or Electromagnetic Fields ("EMFs") on or off the Premises, including without limitation, all applicable standards adopted by the Federal Communications Commission, whether such RF or EMF presence or exposure results from Tenant's equipment alone or from the cumulative effect of Tenant's equipment added to all other sources on or near the Property. Landlord shall not agree to allow any third party entering into an occupancy or use agreement after the Commencement Date to cause an increase in RF or EMF levels on the Property such that the cumulative levels exceed allowable levels. If the cumulative effect of Landlord's use of the Property taken together with Tenant's use hereunder and other tenant(s) or permittee(s) whose use predated the Commencement Date exceeds such standards, Tenant shall have the right to terminate this Lease without penalty upon thirty (30) days' prior written notice to Landlord.

12.5 **Compliance with Insurance Requirements** . Tenant shall not conduct any use in or about the Premises that would create any unusual fire risk, and shall take commercially reasonable steps to protect Landlord from any potential premises liability by reason of any business operation being conducted by Tenant in the Premises.

13. SUBORDINATION

Subject to the terms and conditions set forth below, this Lease shall be subordinate to any reciprocal easement agreements, ground leases or underlying leases and the lien of any mortgage or deed of trust (collectively, "Encumbrance"), which may now exist or hereafter be executed affecting any of the Property or Landlord's interest therein and all renewals, extensions, modifications, and replacements of such Encumbrance. Notwithstanding the foregoing, Landlord shall have the right to subordinate any such Encumbrances to this Lease. Notwithstanding the foregoing, if any ground lease or underlying lease terminates for any reason or any mortgage or deed of trust is foreclosed or a conveyance in lieu of foreclosure is made for any reason, Tenant shall attorn to the successor-in-interest to Landlord, at the option of such successor-in-interest, provided that so long as Tenant is not in default hereunder, such successor-in-interest shall recognize this Lease and shall not disturb Tenant in its possession of the Premises, and provided that Tenant has received proper written notice of such succession and the name and address of the successor Landlord. City's covenant to subordinate this Lease to any Encumbrance or other hypothecation hereafter executed is conditioned upon each such senior instrument containing the non-disturbance commitments specified in this paragraph. No further instrument shall be required to make the provisions hereof operative except that Landlord shall give Tenant written notice of such subordination. Tenant agrees, however, to execute and deliver, upon request by Landlord and in a form reasonably acceptable to City, any additional documents evidencing the priority or subordination of this Lease provided such documents contain a non-disturbance and recognition agreement executed by the holder of such Encumbrance.

14. DAMAGE OR DESTRUCTION

In the event of damage to the Premises or the Property by any cause, Landlord shall rebuild or repair the same without delay, provided that such repairs can be made under applicable laws within sixty (60) days after Landlord obtains all necessary permits for such repairs but not later than two hundred ten (210) days after the date of such damage (the "Repair Period"). In such event, this Lease shall remain in full force and effect, except that City shall be entitled to an abatement of Rent while such repairs are being made. Such abatement in Rent shall be based upon the extent to which such damage and the making of such repairs interfere with City's access to or use of the License Area or Premises. Landlord's repairs shall not include, and the Rent shall not be abated as a result of, any damage by fire or other cause to City's Personal Property or any damage caused by the negligence or willful misconduct of City or its Agents.

Within twenty (20) days after the date of such damage, Landlord shall notify City whether or not, in Landlord's reasonable judgment made in good faith, such repairs can be made within the Repair Period. If such repairs cannot be made within the Repair Period, then either party hereto may, by written notice to the other given within sixty (60) days after the date of such damage, terminate this Lease as of the date specified in such notice, which date shall be not less than sixty (60) nor more than ninety (90) days after notice is given by Landlord. In case of termination, the Rent shall be reduced by a proportionate amount based upon the extent to which such damage interferes with the conduct of City's business in the Premises, and City shall pay such reduced Rent up to the date of termination. Landlord shall refund to City any Rent previously paid for any period of time subsequent to such date of termination.

During the period of any repair or rebuilding provided for hereunder, Tenant shall have the right, at its sole expense, to bring onto the Property in a location mutually acceptable to

Tenant and Landlord and to operate a portable generator and/or mobile Communications Site and telescopic antennae or tower (collectively "Temporary Communications System") in order to provide for continuous service to Tenant's customers during such period. Neither the placement nor use of such generator or equipment shall interfere with Landlord's operations or business in the Property or, if Landlord has elected to repair or rebuild the Premises or the Property as provided above, with such repair or reconstruction. Notwithstanding the foregoing, Tenant, in its sole discretion, shall have the right to terminate this Lease upon thirty (30) days advance written notice if Tenant is unable to operate such portable generator or mobile Communication Site on the Property during any period of repair or rebuilding provided for hereunder as a result of Landlord's failure to provide a mutually acceptable location for such equipment.

Notwithstanding the foregoing, in the event the Premises are damaged or destroyed by reason of flood or earthquake, and such damage or destruction is not fully covered by insurance proceeds payable under the insurance policies Landlord is required to carry hereunder (excluding any deductible, for which Landlord shall be responsible), Landlord may terminate this Lease by written notice to City within thirty (30) days of the date Landlord receives written notice that such damage is not covered by insurance. Such notice from Landlord shall include adequate written evidence of the denial of insurance coverage. If Landlord does not elect to terminate this Lease as provided above, the Lease shall remain in full force and effect, and Landlord shall repair and restore the Premises as provided above.

If at any time during the last six (6) months of the Term of this Lease there is substantial damage that Landlord would be required to repair hereunder, Landlord or City may, at the respective option of each, terminate this Lease as of the date such damage occurred by giving written notice to the other party of its election to do so within thirty (30) days after the date of such damage; provided, however, Landlord may terminate this Lease only if the time to repair the damage would exceed or be completed within 30 days of the termination date of this Lease. The parties hereto understand and agree that the provisions of this Section are intended to govern fully the rights and obligations of the parties in the event of damage or destruction, and Tenant and Landlord each hereby waives and releases the provisions of Section 1932, subdivision 2, and Section 1933, subdivision 4, of the Civil Code of California (when hirer may terminate the hiring) or under any similar law, statute or ordinance now or hereafter in effect.

15. EMINENT DOMAIN

15.1 Definitions.

(a) "**Taking**" means a taking or damaging, including severance damage, by eminent domain, inverse condemnation or for any public or quasi-public use under law. A Taking may occur pursuant to the recording of a final order of condemnation, or by voluntary sale or conveyance in lieu of condemnation or in settlement of a condemnation action.

(b) "**Date of Taking**" means the earlier of (i) the date upon which title to the portion of the Property taken passes to and vests in the condemnor or (ii) the date on which Tenant is dispossessed.

(c) "**Award**" means all compensation, sums or anything of value paid, awarded or received for a Taking, whether pursuant to judgment, agreement, settlement or otherwise.

15.2 General. If all or any part of the Premises or License Area shall be taken as a result of the exercise of the power of eminent domain or any transfer in lieu thereof, this Lease shall terminate as to the part so taken as of the date of taking. In the case of a partial taking, Tenant shall have the right to terminate this Lease as to the balance of the Premises by written notice to Landlord within thirty (30) days after such date. In the event of a partial taking of the

Premises which does not result in a termination of this Lease, the Base Rent and Additional Charges thereafter to be paid shall be equitably reduced.

If any material part of the Property shall be taken as a result of the exercise of the power of eminent domain or any transfer in lieu thereof, Landlord shall have the right to terminate this Lease by written notice to Tenant within thirty (30) days of the date of the taking.

In the event of any taking, Landlord shall be entitled to any award which may be paid or made in connection therewith. Tenant shall have no claim against Landlord for the value of any unexpired term of this Lease or otherwise except that Tenant may claim any portion of the award that is specifically allocable to Tenant's relocation expenses or the interruption of or damage to Tenant's business or loss or damage to Tenant's Personal Property.

If during the Term or during the period between the execution of this Lease and the Commencement Date, there is any Taking of all or any part of the Premises or any interest in this Lease, the rights and obligations of the parties hereunder shall be determined pursuant to this Section. City and Landlord intend that the provisions hereof govern fully in the event of a Taking and accordingly, the parties each hereby waive any right to terminate this Lease in whole or in part under Sections 1265.110, 1265.120, 1265.130 and 1265.140 of the California Code of Civil Procedure or under any similar law now or hereafter in effect.

15.3 Total Taking; Automatic Termination. If there is a total Taking of the Premises or License Area, then this Lease shall terminate as of the Date of Taking.

15.4 Partial Taking; Election to Terminate.

(a) If there is a Taking of any portion (but less than all) of the Premises, then this Lease shall terminate in its entirety if all of the following exist: **(i)** the partial Taking, in City's reasonable judgment, renders the remaining portion of the Premises untenantable or unsuitable for continued use by City for its intended purposes or otherwise materially adversely affects City's normal operations in the Premises, **(ii)** the condition rendering the Premises untenantable or unsuitable either is not curable or is curable but Landlord is unwilling or unable to cure such condition, and **(iii)** City elects to terminate.

(b) In the case of a partial taking of a substantial portion of the Premises, and if subsection (a) above does not apply, City and Landlord shall each have the right to terminate this Lease by written notice to the other within thirty (30) days after the Date of Taking, provided that, as a condition to City's right to terminate, the portion of the Premises taken shall, in City's reasonable judgment, render the Premises unsuitable for continued use by City for its intended purposes or otherwise materially adversely affect City's normal operations in the Premises.

(c) Either party electing to terminate under the provisions of this Section shall do so by giving written notice to the other party before or within thirty (30) days after the Date of Taking, and thereafter this Lease shall terminate upon the later of the thirtieth (30th) day after such written notice is given or the Date of Taking.

15.5 Termination of Lease; Rent and Award . Upon termination of this Lease in its entirety pursuant to Section 15.3, or pursuant to an election under Section 15.4, then: **(a)** City's obligation to pay Rent shall continue up until the date of termination and thereafter shall cease, and **(b)** Landlord shall be entitled to the entire Award in connection therewith, except that City shall receive any Award made specifically for City's relocation expenses or the interruption of or damage to City's business or damage to City's Personal Property.

15.6 Partial Taking; Continuation of Lease. If there is a partial Taking of the Premises under circumstances where this Lease is not terminated in its entirety under

Section 15.3, then this Lease shall terminate as to the portion of the Premises so taken, but shall remain in full force and effect as to the portion not taken, and the rights and obligations of the parties shall be as follows: **(a)** Rent shall be reduced by an amount that is in the same ratio to the Rent as the area of the Premises taken bears to the area of the Premises prior to the Date of Taking, and **(b)** Landlord shall be entitled to the entire Award in connection therewith, provided that City shall receive any Award made specifically for City's relocation expenses or the interruption of or damage to City's business or damage to City's Personal Property.

15.7 Temporary Taking. Notwithstanding anything to contrary in this Section, if a Taking occurs with respect to the Premises for a limited period of time not in excess of sixty (60) consecutive days, this Lease shall remain unaffected thereby, and City shall continue to pay Rent and to perform all of the terms, conditions and covenants of this Lease. In the event of such temporary Taking, City shall be entitled to receive that portion of any Award representing compensation for the use or occupancy of the Premises during the Term up to the total Rent owing by City for the period of the Taking.

16. ASSIGNMENT AND SUBLETTING

Except as provided in this Section below, City shall not directly or indirectly sell, assign, encumber, pledge or otherwise transfer or hypothecate all or any part of its interest in or rights with respect to the Premises or its leasehold estate hereunder or permit all or any portion of the Premises to be occupied by anyone other than itself or sublet all or any portion of the Premises, without Landlord's prior written consent in each instance, which shall not be unreasonably withheld or delayed. City shall have the right from time to time, upon notice to, but without the consent of Landlord, to transfer this Lease or use and occupancy of all or any of the Premises to any department, commission or agency of the City and County of San Francisco for uses permitted under this Lease.

17. DEFAULT; REMEDIES

17.1 Events of Default. Any of the following shall constitute an event of default by Tenant hereunder:

(a) any failure to pay any Base Rent or Additional Charges as and when due, provided Tenant shall have a period of ten (10) days from the date of written notice from Landlord within which to cure any default in the payment of Rent; provided that for the first two (2) monthly payments of Rent at the beginning of the Term and for the first monthly payment of Rent after the beginning of each new fiscal year for City or any Adjustment Date, City shall have twenty (20) days to cure any such nonpayment after written notice thereof from Landlord; provided, further that Landlord shall have no obligation to provide written notice of monetary default more than three (3) times in any consecutive twelve (12) month period during the Term;

(b) any failure to perform or comply with any other covenant, condition or representation of Tenant made under this Lease, provided Tenant shall have a period of thirty (30) days from the date of written notice from Landlord within which to cure such default under this Lease, or, if such default is not capable of cure within such thirty- (30) day period, Tenant shall have a reasonable period to complete such cure if Tenant promptly undertakes action to cure such default within such fifteen- (15) day period and thereafter diligently prosecutes the same to completion; or

(c) abandonment of the Premises (within the meaning of California Civil Code Section 1951.3).

17.2 Remedies. Upon the occurrence of an event of default by Tenant which is not cured by Tenant within the applicable grace period as provided above, Landlord shall have the

following rights and remedies in addition to all other rights and remedies available to Landlord at law or in equity:

(a) The rights and remedies provided by California Civil Code Section 1951.2 (damages on termination for breach), including, but not limited to, the right to terminate Tenant's right to possession of the Premises and to recover the worth at the time of award of the amount by which the unpaid Base Rent and Additional Charges for the balance of the Term after the time of award exceeds the amount of rental loss for the same period that Tenant proves could be reasonably avoided, as computed pursuant to subsection (b) of such Section 1951.2.

(b) The rights and remedies provided by California Civil Code Section 1951.4 (continuation of lease after breach and abandonment), which allows Landlord to continue this Lease in effect and to enforce all of its rights and remedies under this Lease, including the right to recover rent as it becomes due, for so long as Landlord does not terminate Tenant's right to possession, if Tenant has the right to sublet or assign, subject only to reasonable limitations.

17.3. Landlord's Default If Landlord fails to perform any of its obligations under this Lease, then (except to the extent otherwise provided in the Lease, and without limiting any of City's other cure rights under this Lease) City may, at its sole option, cure such default at Landlord's expense if such default continues after thirty (30) days from the date City gives notice to Landlord of City's intention to perform such cure. However, in the case of a default which for causes beyond Landlord's control (excluding any financial inability to perform) cannot with due diligence be cured within such 30-day period, such 30-day period shall be extended if Landlord, promptly upon receipt of City's notice, advises City of Landlord's intention to take all steps required to cure such default, and Landlord promptly commences such cure and diligently prosecutes the same to completion. Subject to the other provisions of this Lease relating to abatement of Rent, if Landlord fails to cure any default within the cure period provided above, then, whether or not City elects to cure Landlord's default as provided herein, the Base Rent and any other charges hereunder shall be abated based on the extent to which such default interferes with City's ability to access or use the License Area or Premises, including the Tenant's Equipment located thereon. Notwithstanding the foregoing, if any such default by Landlord continues for sixty (60) days and impairs City's ability to access or use the License Area or Premises, then City shall have the right to terminate this Lease upon written notice to Landlord within thirty (30) days after the expiration of such 60-day period. City's rights hereunder and under Section 3.3 (Delay in Delivery of Possession), Section 5.2 (Interference with Access), and Section 11.3 (Disruption in Essential Services), shall not limit in any way any of its other rights and remedies hereunder or at law or in equity.

18. INDEMNITIES

18.1. City's Indemnity. City shall indemnify, defend and hold harmless ("Indemnify") Landlord and its Agents from and against any and all claims, costs and expenses, including, without limitation, reasonable attorneys' fees, (collectively, "Claims"), incurred as a result of (a) City's use of the Premises, (b) any default by City in the performance of any of its material obligations under this Lease, or (c) any negligent acts or omissions of City or its Agents in, on or about the Premises or the Property; provided, however, City shall not be obligated to Indemnify Landlord or its Agents to the extent any Claim arises out of the willful misconduct of Landlord or its Agents. In any action or proceeding brought against Landlord or its Agents by reason of any Claim Indemnified by City hereunder, City may, at its sole option, elect to defend such Claim by attorneys in City's Office of the City Attorney, by other attorneys selected by City, or both. City shall have the right to control the defense and to determine the settlement or compromise of any action or proceeding, provided that Landlord shall have the right, but not the obligation, to participate in the defense of any such Claim at its sole cost. City's obligations under this Section shall survive the termination of the Lease.

18.2. Landlord's Indemnity. Landlord shall Indemnify City and its Agents against any and all Claims incurred as a result of (a) any default by Landlord in the performance of any of its obligations under this Lease or any breach of any representations or warranties made by Landlord under this Lease, or (b) any negligent acts or omissions of Landlord or its Agents in, on or about the Premises or the Property; provided, however, Landlord shall not be obligated to Indemnify City or its Agents to the extent any Claim arises out of the willful misconduct of City or its Agents. In any action or proceeding brought against City or its Agents by reason of any Claim Indemnified by Landlord hereunder, Landlord may, at its sole option, elect to defend such Claim by attorneys selected by Landlord. Landlord shall have the right to control the defense and to determine the settlement or compromise of any action or proceeding, provided that City shall have the right, but not the obligation, to participate in the defense of any such Claim at its sole cost. Landlord's obligations under this Section shall survive the termination of the Lease.

19. INSURANCE

19.1 City's Self-Insurance. Landlord acknowledges that City maintains a program of self-insurance and agrees that City shall not be required to carry any insurance with respect to this Lease. City assumes the risk of damage to any of City's Personal Property, except for damage caused by Landlord or its Agents.

19.2. Landlord's Insurance. At all times during the Term, Landlord shall keep the improvements on the Property (excluding the land upon which it is located) insured against damage and destruction by fire, vandalism, malicious mischief, sprinkler damage and other perils customarily covered under a causes of loss special form property insurance policy in an amount equal to one hundred percent of the full insurance replacement value (replacement cost new, including, debris removal and demolition) thereof. Landlord shall, upon request by City, provide to City a certificate of insurance issued by the insurance carrier, evidencing the insurance required above. The certificate shall expressly provide that the policy is not cancelable or subject to reduction of coverage or otherwise be subject to modification except after thirty (30) days prior written notice to City. Landlord hereby waives any rights against City for loss or damage to the Premises or any other part of the Property, to the extent covered by Landlord's property insurance.

In addition, Landlord, at no cost to the City, shall procure and keep in effect at all times during the Term insurance as follows: (a) Commercial general liability insurance with limits not less than One Million Dollars ($1,000,000) each occurrence combined single limit for bodily injury and property damage, including contractual liability, independent contractors, broad-form property damage, fire damage legal liability (of not less than Fifty Thousand Dollars ($50,000)), personal injury, products and completed operations, and explosion, collapse and underground (XCU); and (b) Worker's Compensation Insurance with Employer's Liability Limits not less than $1,000,000 each accident.

19.3. Waiver of Subrogation. Notwithstanding anything to the contrary contained herein, Landlord hereby waives any right of recovery against City for any loss or damage sustained by Landlord with respect to the Property or the Premises or any portion thereof or the contents of the same or any operation therein, whether or not such loss is caused by the fault or negligence of City, to the extent such loss or damage is covered by insurance which Landlord is required to purchase under this Lease or is otherwise actually recovered from valid and collectible insurance covering the Landlord. However, Tenant shall reimburse Landlord for any commercially reasonable deductibles required under the insurance policy if the damage is caused by the fault or negligence of City. Landlord agrees to obtain a waiver of subrogation endorsement from each insurance carrier issuing policies relative to the Property or the Premises; provided, Landlord's failure to do so shall not affect the above waiver.

20. INTENTIONALLY OMITTED

21. ACCESS TO PREMISES

21.1 Landlord's Access to the Premises.

(a) General Access. Landlord reserves for itself and its designated Agents, the right to enter the Premises, the License Area and any portion thereof at all reasonable times upon not less than twenty-four (24) hours notice (except in the event of an emergency) for any of the following purposes:

(i) To determine whether the Premises and License Area are in good condition and to inspect the Premises (including, without limitation, soil borings or other Hazardous Material Investigations);

(ii) To determine whether Tenant is in compliance with its obligations hereunder and to cure or attempt to cure any such default in accordance with the provisions of Section 17.2 (Remedies) hereof;

(iii) To serve, post or keep posted any notices required or allowed under any of the provisions of this Lease;

(iv) To do any maintenance or repairs to the Premises or License Area that Landlord has the right or the obligation, if any, to perform hereunder; and

(v) To show it to any prospective purchasers, brokers, Encumbrancers or officials, or, during the last year of the Term of this Lease, exhibiting the Premises and License Area to prospective tenants or other occupants, and to post any "for sale" or "for lease" signs in connection therewith.

Landlord acknowledges that Tenant's cellular equipment is highly sensitive and is subject to federal regulations restricting access to such telecommunication equipment. Accordingly, Landlord shall not enter portions of the Premises containing such equipment (other than in the event of an emergency) unless Landlord has given Tenant twenty-four (24) hours prior notice. In the event of emergency, Landlord shall use reasonable efforts to notify Tenant prior to such entry and Landlord shall promptly advise Tenant of any such emergency entry promptly thereafter.

(b) Emergency Access. In the event of any emergency, as determined by Landlord, Landlord may, at its sole option and without notice (provided that Landlord shall make reasonable efforts to provide Tenant with notice when feasible in light of the exigent circumstances) enter the Premises.

(c) Minimize Disruption. Landlord shall use its reasonable good faith efforts to conduct any activities on the Premises allowed under this Section in a manner that, to the extent practicable, will minimize any disruption to Tenant's access to the Premises and use hereunder.

22. ESTOPPEL CERTIFICATES

Either party, from time to time during the Term upon not less than ten (10) days' prior written notice from the other party, shall execute, acknowledge and deliver to the other party, or such persons or entities designated by such other party, a certificate stating: (a) the Commencement Date and Expiration Date of this Lease, (b) that this Lease is unmodified and in full force and effect (or, if there have been modifications, that the Lease is in full force and effect as modified and stating the modifications), (c) that there are no defaults under this Lease (or if

so, specifying the same), (d) the date to which Rent has been paid, and (e) any other information that may be reasonably required.

23. INTENTIONALLY OMITTED

24. INTENTIONALLY OMITTED

25. SURRENDER OF PREMISES

Upon the expiration or sooner termination of this Lease, City shall surrender the Premises to Landlord in good order and condition, reasonable use and wear excepted. Within ten (10) days after the Expiration Date, City shall remove from the Premises all of City's Personal Property, City's telecommunications, data and computer facilities, and any Alterations City desires or is required to remove from the Premises pursuant to the provisions of Section 7.1 (Alterations by City), above. City shall repair or pay the cost of repairing any damage to the Premises or the Property resulting from such removal. Notwithstanding anything to the contrary in this Lease, City shall not be required to demolish or remove from the Premises any of the Leasehold Improvements City's obligations under this Section shall survive the expiration or earlier termination of this Lease.

26. HAZARDOUS MATERIALS

26.1 Definitions. As used herein, the following terms shall have the meanings set forth below:

(a) "Environmental Laws" shall mean any federal, state, local or administrative law, rule, regulation, order or requirement relating to industrial hygiene, environmental conditions or Hazardous Materials, whether now in effect or hereafter adopted.

(b) "Hazardous Material" shall mean any material that, because of its quantity, concentration or physical or chemical characteristics, is at any time now or hereafter deemed by any federal, state or local governmental authority to pose a present or potential hazard to human health, welfare or safety or to the environment. Hazardous Material includes, without limitation, any material or substance defined as a "hazardous substance," or "pollutant" or "contaminant" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA", also commonly known as the "Superfund" law), as amended, (42 U.S.C. Sections 9601 et seq.) or pursuant to Section 25316 of the California Health & Safety Code; any "hazardous waste" listed pursuant to Section 25140 of the California Health & Safety Code; and petroleum, including crude oil or any fraction thereof, natural gas or natural gas liquids.

(c) "Investigate and Remediate" shall mean the undertaking of any activities to determine the nature and extent of Hazardous Material that may be located in, on, under or about the Property or that has been, is being or threatens to be Released into the environment, and to clean up, remove, contain, treat, stabilize, monitor or otherwise control such Hazardous Material.

(d) "Release" when used with respect to Hazardous Material shall include any actual or imminent spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into or inside the Property, or in, on, under or about the Property or the environment.

26.2 Landlord's Representations and Covenants. Landlord represents and warrants to City that, to the best of Landlord's knowledge with no duty to investigate, the following statements are true and correct and will be true and correct as of the Commencement Date: (a) the Property is not in violation of any Environmental Laws; (b) the Property is not now, nor

has it been, used for the manufacture, use, storage, discharge, deposit, transportation or disposal of any Hazardous Material, except for the use of such substances in such limited quantities as are customarily used in offices, which limited use has been and is in compliance with Environmental Laws; (c) the Property does not consist of any landfill or contain any underground storage tanks; (d) there has been and is no Release of any Hazardous Material in, on, under or about the Property; and (e) the Property is not subject to any claim by any governmental regulatory agency or third party related to the Release of any Hazardous Material, and there is no inquiry by any governmental agency (including, without limitation, the California Department of Toxic Substances Control or the Regional Water Quality Control Board) with respect to the presence of Hazardous Material in, on, under or about the Property, or the migration of Hazardous Material from or to other real property. Subject to City's obligations under this Section below, Landlord shall maintain the Property throughout the Term in compliance with all Environmental Laws that could affect the health, safety and welfare of City's employees or City's use, occupancy or enjoyment of the Premises for their intended purposes.

26.3. Landlord's Environmental Indemnity. Without limiting Landlord's Indemnity in Section 16.2 (Landlord's Indemnity), above, Landlord shall Indemnify City and its Agents against any and all Claims arising during or after the Term of this Lease (a) as a result of any breach of any of Landlord's representations, warranties or covenants in the preceding Section, or (b) in connection with any presence or Release of Hazardous Material in, on, under or about the Property, unless City or its Agents caused such Release.

26.4. City's Covenants. City covenants and agrees that neither City nor any of its Agents shall cause or permit any Hazardous Material to be brought upon, kept, used, stored, generated, disposed of or Released in, on or about the Premises or any other part of the Property, or transported to or from the Property in violation of Environmental Laws, except that Tenant may use small quantities of Hazardous Materials as needed for routine cleaning and maintenance of Tenant's equipment which are customarily used for routine cleaning and maintenance of such equipment and necessary quantities of pesticides and herbicides so long as all such materials are handled and used in compliance with Environmental Laws. Tenant shall immediately notify Landlord if and when Tenant learns or has reason to believe there has been any Release of Hazardous Materials on or about the Premises or the Property.

26.5 City's Environmental Indemnity. If City breaches any of its obligations contained in this Section, or if City or its Agents cause a Release of Hazardous Material from, on, or about the Premises or the Property or the violation of any Environmental Law, then City shall Indemnify Landlord from and against any and all Claims arising during or after the Term of this Lease as a result of such Release or violation of Environmental Laws; provided, however, Tenant shall not be liable for any Claims to the extent such Release or violation of Environmental Laws was caused by the negligence or willful misconduct of Landlord or its Agents. The foregoing Indemnity shall not include any Claims resulting from the non-negligent aggravation by City, its Agents or Invitees of physical conditions of the Premises, or other parts of the Property, existing prior to City's occupancy.

27. SPECIAL PROVISIONS

27.1 Tenant's Right to Terminate. This Lease may be terminated by Tenant on sixty (60) days' prior written notice to Landlord as follows: (i) if Tenant does not obtain licenses, permits or other approvals necessary to the construction or operation of Tenant's Facilities or is unable to maintain such licenses, permits or approvals due to reasons other than its failure to comply with the conditions of any such licenses, permits and approvals; and (ii) if Tenant is unable to occupy or utilize the Premises due to a final and nonappealable ruling or directive of the FCC or other governmental or regulatory agency having jurisdiction over the Tenant or the Property, including, but not limited to, a take back of frequencies. Upon the expiration of the

thirty-day period described in this subsection, this Lease shall terminate and neither party hereto shall have any further obligations hereunder, except as expressly set forth herein.

27.2 City's Right to Terminate Due to Finding by Board of Supervisors. City shall have the right to terminate this Lease without liability upon ninety (90) days written notice to Landlord if, after notice and public hearing, the San Francisco Board of Supervisors determines that City's continued use of the Premises will adversely affect public health and safety.

27.3 Tenant's Protection Against Interference. So long as Tenant is not in default hereunder, after the Commencement Date, Landlord shall not grant a right for others to use the Property if such use would materially adversely interfere with Tenant's normal operation of the Communications Site as contemplated by this Lease. Any such right to use the Property granted to a third party that permits the installation of communication equipment shall be conditioned upon such party not causing measurable interference which materially impairs Tenant's ability to utilize the Premises for its intended purpose as set forth in this Lease. If Landlord grants any right for others to use the Property during the Term and such party causes measurable interference which materially impairs Tenant's normal operation of its Communications Site as contemplated by this Lease, and, as a result of such interference, it is necessary to alter the Tenant Improvements or Tenant's other equipment located on the Premises, Tenant shall notify Landlord of such interference, which notice shall include a detailed description of the necessary Alterations and a cost estimate therefor. Upon receipt of such notice, Landlord shall have the right to terminate this Lease upon thirty (30) days' prior written notice to Tenant. If Landlord elects not to terminate this Lease, Tenant may, at its election, either (i) make the Alterations described in such notice, in compliance with Section 7.1 (Tenant's Alterations) of this Lease, or (ii) terminate this Lease upon thirty (30) days' prior written notice to Landlord. If Tenant elects to make such Alterations, Tenant shall offset the actual, reasonable and documented cost incurred by Tenant to complete such Alterations against Base Rent as it comes due.

27.4 Landlord's Protection Against Interference. Tenant will not permit its equipment or use of the Premises as a Communications Site to cause interference with or impairment of Landlord's communication or computer equipment used by Landlord or any of its Agents or tenants on the Property. Tenant will not use the Premises or its equipment located on the Premises in any way which interferes with any existing use of the Property prior to this Lease or any future use of the Property by Landlord or its successors except as specifically set forth in Section 27.3 (Tenant's Protection Against Interference) (including, without limitation, Landlord's use of the Property as a warehouse with related radio, telephone and other communications transmission and reception).

27.5 INTENTIONALLY OMITTED

28. GENERAL PROVISIONS

28.1 Notices. Any notice given under this Lease shall be effective only if in writing and given by delivering the notice in person or by commercial courier, or by sending it first class mail or certified mail with a return receipt requested, or overnight mail, return receipt requested, with postage prepaid, to: (a) Tenant at Tenant's address set forth in the Basic Lease Information, or at any place where Tenant or any agent, officer or employee of Tenant may be personally served if sent subsequent to Tenant's vacating, deserting, abandoning or surrendering the Premises; or (b) Landlord at Landlord's address set forth in the Basic Lease Information; or (c) to such other address as either Landlord or Tenant may designate as its new address for such purpose by notice given to the other in accordance with the provisions of this Section. All notices hereunder shall be deemed to have been given or received two (2) days after the date when it shall have been mailed if sent by first class, certified or overnight mail, or upon the date personal delivery is made. Neither party may give official or binding notice by facsimile.

28.2 No Implied Waiver. No failure by either party to insist upon the strict performance of any obligation of the other under this Lease or to exercise any right, power or remedy arising out of a breach thereof, irrespective of the length of time for which such failure continues, shall constitute a waiver of such breach or of such term, covenant or condition. No acceptance by any Agent of Landlord of full or partial Base Rent or Additional Charges during the continuance of any such breach, and no acceptance of the keys to or possession of the Premises prior to the expiration of the Term by any Agent of Landlord while City is in default hereunder, shall constitute a waiver of such breach or of Landlord's right to demand strict compliance with such term, covenant or condition or operate as a surrender of this Lease. No express written waiver by either party of any default or the performance of any provision hereof shall affect any other default or performance, or cover any other period of time, other than the default, performance or period of time specified in such express waiver. One or more written waivers of a default or the performance of any provision hereof by either party shall not be deemed to be a waiver of a subsequent default or performance. The consent of Landlord or City given in any instance under the terms of this Lease shall not relieve the other party of any obligation to secure the consent to any other or future instance under the terms of this Lease.

28.3 Amendments. Neither this Lease nor any term or provisions hereof may be changed, waived, discharged or terminated orally, and no breach thereof shall be waived, altered or modified, except by a written instrument signed by both parties hereto.

28.4 Authority. Landlord represents and warrants to City that the execution and delivery of this Lease by Landlord has been duly authorized and does not violate any provision of any agreement, law or regulation to which Landlord or the Property is subject.

28.5 Interpretation of Lease. The words "Landlord" and "Tenant" or "City" as used herein shall include the plural as well as the singular. As used herein, the term "Agents" when used with respect to either party shall include the agents, employees, officers, contractors, subcontractors and representatives of such party, and the term "Invitees" when used with respect to either party shall include the clients, customers, invitees, guests, licensees, assignees or subtenants of such party. The captions preceding the articles and sections of this Lease and in the table of contents have been inserted for convenience of reference and such captions in no way define or limit the scope or intent of any provision of this Lease. This Lease has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with herein. Provisions in this Lease relating to number of days shall be calendar days, unless otherwise specified, provided that if the last day of any period to give notice, reply to a notice or to undertake any other action occurs on a Saturday, Sunday or a bank or City holiday, then the last day for undertaking the action or giving or replying to the notice shall be the next succeeding business day. All approvals, consents or other determinations permitted or required by City hereunder shall be made by or through the General Manager of the San Francisco Public Utilities Commission, or his designee, or the Director of Real Estate unless otherwise provided in this Lease, by City's Charter or City Ordinance.

28.6 Successors and Assigns. The terms, covenants and conditions contained in this Lease shall bind and inure to the benefit of Landlord and Tenant and, except as otherwise provided herein, their personal representatives and successors and assigns. There are no third-party beneficiaries to this Lease.

28.7 Brokers. Neither party has had any contact or dealings regarding the leasing of the Premises, or any communication in connection therewith, through any licensed real estate broker or other person who could claim a right to a commission or finder's fee in connection with the lease contemplated herein except as identified in the Basic Lease Information, whose commission, if any is due, shall be paid pursuant to a separate written agreement between such broker and the party through which such broker contracted. In the event that any broker or finder perfects a claim for a commission or finder's fee based upon any such contact, dealings or

communication, the party through whom the broker or finder makes his claim shall be responsible for such commission or fee and shall indemnify and hold harmless the other party from all claims, costs, and expenses (including, without limitation, reasonable attorneys' fees and disbursements) incurred by the indemnified party in defending against the same. The provisions of this Section shall survive any termination of this Lease.

28.8 Severability. If any provision of this Lease or the application thereof to any person, entity or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such provision to persons, entities or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and to each provision of this Lease shall be valid and be enforced to the full extent permitted by law, except to the extent that enforcement of this Lease without the invalidated provision would be unreasonable or inequitable under all the circumstances or would frustrate a fundamental purpose of this Lease.

28.9 Governing Law. This Lease shall be construed and enforced in accordance with the laws of the State of California and City's Charter.

28.10 Entire Agreement. This instrument, including the exhibits hereto, which are made a part of this Lease, contains the entire agreement between the parties and all prior written or oral negotiations, understandings and agreements are merged herein. The parties further intend that this Lease shall constitute the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever (including prior drafts hereof and changes therefrom) may be introduced in any judicial, administrative or other legal proceeding involving this Lease.

28.11 Attorneys' Fees. In the event that either Landlord or Tenant fails to perform any of its obligations under this Lease or in the event a dispute arises concerning the meaning or interpretation of any provision of this Lease, the defaulting party or the party not prevailing in such dispute, as the case may be, shall pay the prevailing party reasonable attorneys' and experts' fees and costs, any and all court costs and other costs of actions incurred by the prevailing party in connection with the prosecution or defense of such action and enforcing or establishing its rights hereunder (whether or not such action is prosecuted to judgment), including, without limitation, court costs and reasonable attorneys' fees. For purposes of this Lease, reasonable fees of attorneys of City's Office of City Attorney shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the subject matter area of the law for which the City Attorney's services were rendered who practice in the City of San Francisco in law firms with approximately the same number of attorneys as employed by the Office of City Attorney. The term "attorneys' fees" shall also include, without limitation, all such fees incurred with respect to appeals, mediations, arbitrations, and bankruptcy proceedings, and whether or not any action is brought with respect to the matter for which such fees were incurred. The term "costs" shall mean the costs and expenses of counsel to the parties, which may include printing, duplicating and other expenses, air freight charges, hiring of experts, and fees billed for law clerks, paralegals, and others not admitted to the bar but performing services under the supervision of an attorney.

28.12 Holding Over. Should City hold over in possession of the Premises after the expiration of the Term with Landlord's consent, such holding over shall not be deemed to extend the Term or renew this Lease, but such tenancy thereafter shall continue as a month-to-month tenancy. Such tenancy shall be on all the terms and conditions set forth in this Lease and at the monthly Base Rent in effect during the last month of the Term of the Lease or such other rental as Landlord and City may mutually agree in writing as a condition to Landlord's consent to such holding over, and City shall continue as a month-to-month tenant until the tenancy shall be terminated by Landlord giving City or City giving Landlord at least thirty (30) days' prior written notice of termination. Should City hold over without Landlord's consent, the rent payable by City during the period of such holding over shall be one hundred ten percent (110%)

of the monthly Base Rent in effect during the last month of the Term of this Lease, and such tenancy shall otherwise be on the terms and conditions contained herein.

28.13 Time of Essence. Time is of the essence with respect to all provisions of this Lease in which a definite time for performance is specified.

28.14 Cumulative Remedies. All rights and remedies of either party hereto set forth in this Lease shall be cumulative, except as may otherwise be provided herein.

28.15 Survival of Indemnities. Termination of this Lease shall not affect the right of either party to enforce any and all indemnities and representations and warranties given or made to the other party under this Lease, nor shall it affect any provision of this Lease that expressly states it shall survive termination hereof. Each party hereto specifically acknowledges and agrees that, with respect to each of the indemnities contained in this Lease, the indemnitor has an immediate and independent obligation to defend the indemnitees from any claim which actually or potentially falls within the indemnity provision even if such allegation is or may be groundless, fraudulent or false, which obligation arises at the time such claim is tendered to the indemnitor by the indemnitee and continues at all times thereafter.

28.16 Signs. City may erect or post signs on or about the Premises subject to Landlord's prior approval. Landlord reserves the right to review the placement, design, and plan for any such sign prior to its erection or posting and agrees that the approval thereof shall not be unreasonably withheld or delayed.

28.17 Quiet Enjoyment and Title. Landlord covenants and represents that it has full right, power and authority to grant the leasehold estate hereunder, and covenants that City, upon paying the Rent hereunder and performing the covenants hereof, shall peaceably and quietly have, hold and enjoy the Premises and all appurtenances during the full Term of this Lease as against all persons or entities claiming by and through Landlord or on account of any action, inaction or agreement of Landlord or its Agents. Without limiting the provisions of Section 18.2 (Indemnities), Landlord agrees to Indemnify City and its Agents against Claims arising out of any assertion that would interfere with City's right to quiet enjoyment as provided in this Section.

28.18 Bankruptcy. Landlord represents and warrants to City that Landlord has neither filed nor been the subject of any filing of a petition under the federal bankruptcy law or any federal or state insolvency laws or laws for composition of indebtedness or for the reorganization of debtors, and, to the best of Landlord's knowledge, no such filing is threatened. Landlord and City agree that City's leasehold estate created hereby includes, without limitation, all rights to receive and enjoy all services, facilities and amenities of the Premises and the Property as provided herein, and that if any of such services, facilities or amenities are terminated, or materially limited or restricted on account of any such case or proceeding, or for any other reason, City shall have the right to (i) contract directly with any third-party provider of such services, facilities or amenities to obtain the same, and (ii) offset against the Base Rent or other charges payable hereunder any and all reasonable costs and expenses incurred by City in obtaining such services, facilities or amenities.

28.19 Transfer of Landlord's Interest. Landlord shall have the right to transfer its interest in the Property, or this Lease to any other financially responsible person or entity. In the event of any such transfer, Landlord shall be relieved, upon notice to City of the name and address of Landlord's successor, of any obligations accruing hereunder from and after the date of such transfer and upon delivering to City an express assumption by the transferee of all of Landlord's obligations hereunder.

28.20 Non-Liability of City Officials, Employees and Agents. Notwithstanding anything to the contrary in this Lease, no elective or appointive board, commission, member, officer, employee or agent of City shall be personally liable to Landlord, its successors and assigns, in the event of any default or breach by City or for any amount which may become due to Landlord, its successors and assigns, or for any obligation of City under this Lease.

28.21 Prevailing Wages for Construction Work. Landlord agrees that any person performing labor in the construction of the Leasehold Improvements or other improvements to the Premises which Landlord provides under this Lease shall be paid not less than the highest prevailing rate of wages as required by Section 6.22(E) of the San Francisco Administrative Code, shall be subject to the same hours and working conditions, and shall receive the same benefits as in each case are provided for similar work performed in San Francisco County. Landlord shall include, in any contract for construction of such improvements to the Premises, a requirement that all persons performing labor under such contract shall be paid not less than the highest prevailing rate of wages for the labor so performed. Landlord shall require any contractor to provide, and shall deliver to City every two weeks during any construction period, certified payroll reports with respect to all persons performing labor in the construction of any Leasehold Improvements or other improvements to the Premises.

28.22 Non-Discrimination in City Contracts and Benefits Ordinance.

(a) Covenant Not to Discriminate. In the performance of this Lease, Landlord agrees not to discriminate against any employee of, any City employee working with Landlord, or applicant for employment with Landlord, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.

(b) Subcontracts. Landlord shall include in all subcontracts relating to the Premises a non-discrimination clause applicable to such Subtenant or other subcontractor in substantially the form of subsection (a) above. In addition, Landlord shall incorporate by reference in all subleases and other subcontracts the provisions of Sections 12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code and shall require all subtenants and other subcontractors to comply with such provisions. Landlord's failure to comply with the obligations in this subsection shall constitute a material breach of this Lease.

(c) Non-Discrimination in Benefits. Landlord does not as of the date of this Lease and will not during the Term, in any of its operations in San Francisco, on real property owned by City, or where the work is being performed for the City, or elsewhere within the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in Section 12B.2(b) of the San Francisco Administrative Code.

(d) Condition to Lease. As a condition to this Lease, Landlord shall execute the "Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits" form (Form HRC-12B-101) with supporting documentation and secure the approval of the form by the San Francisco Human Rights Commission (the "HRC"). Landlord hereby represents that prior to

execution of this Lease, (i) Landlord executed and submitted to the HRC Form HRC-12B-101 with supporting documentation, and (ii) the HRC approved such form.

(e) Incorporation of Administrative Code Provisions by Reference. The provisions of Chapters 12B and 12C of the San Francisco Administrative Code relating to non-discrimination by parties contracting for the lease of property to City are incorporated in this Section by reference and made a part of this Lease as though fully set forth herein. Landlord shall comply fully with and be bound by all of the provisions that apply to this Lease under such Chapters of the Administrative Code, including but not limited to the remedies provided in such Chapters. Without limiting the foregoing, Landlord understands that pursuant to Section 12B.2(h) of the San Francisco Administrative Code, a penalty of $50 for each person for each calendar day during which such person was discriminated against in violation of the provisions of this Lease may be assessed against Landlord and/or deducted from any payments due Landlord.

28.23 Notification of Limitations on Contributions. Through its execution of this Lease, Landlord acknowledges that it is familiar with Section 1.126 of the San Francisco Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the selling or leasing of any land or building to or from the City whenever such transaction would require approval by a City elective officer or the board on which that City elective officer serves, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or a board on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. Landlord acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of $50,000 or more. Landlord further acknowledges that the prohibition on contributions applies to each prospective party to the contract; each member of Landlord's board of directors, chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Landlord; any subcontractor listed in the contract; and any committee that is sponsored or controlled by Landlord. Additionally, Landlord acknowledges that Landlord must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126. Landlord further agrees to provide to City the names of each person, entity or committee described above.

28.24 MacBride Principles – Northern Ireland. The City and County of San Francisco urges companies doing business in Northern Ireland to move toward resolving employment inequities and encourages them to abide by the MacBride Principles as expressed in San Francisco Administrative Code Section 12F.1 et seq. The City and County of San Francisco also urges San Francisco companies to do business with corporations that abide by the MacBride Principles. Landlord acknowledges that it has read and understands the above statement of the City and County of San Francisco concerning doing business in Northern Ireland.

28.25 Conflicts of Interest. Through its execution of this Lease, Landlord acknowledges that it is familiar with the provisions of Section 15.103 of the San Francisco Charter, Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which would constitute a violation of said provisions, and agrees that if Landlord becomes aware of any such fact during the Term of this Lease, Landlord shall immediately notify City.

28.26 Tropical Hardwood and Virgin Redwood Ban.

(a) Except as expressly permitted by the application of Sections 802(b) and 803(b) of the San Francisco Environment Code, neither Landlord nor any of its contractors shall provide any items to City in the construction of any improvements or otherwise in the performance of this Lease that are tropical hardwood, tropical hardwood wood products, virgin redwood, or virgin redwood wood products.

(b) The City and County of San Francisco urges companies not to import, purchase, obtain or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood, or virgin redwood wood products.

(c) In the event Landlord fails to comply in good faith with any of the provisions of Chapter 8 of the San Francisco Environment Code, Landlord shall be liable for liquidated damages for each violation in an amount equal to Landlord's net profit on the contract, or five percent (5%) of the total amount of the contract dollars, whichever is greatest. Landlord acknowledges and agrees that the liquidated damages assessed shall be payable to the City and County of San Francisco upon demand and may be set off against any monies due to Landlord from any contract with the City and County of San Francisco.

28.27 Controller's Certification of Funds. The terms of this Lease shall be governed by and subject to the budgetary and fiscal provisions of the City's Charter. Notwithstanding anything to the contrary contained in this Lease, there shall be no obligation for the payment or expenditure of money by City under this Lease unless the Controller of the City and County of San Francisco first certifies, pursuant to Section 3.105 of the City's Charter, that there is a valid appropriation from which the expenditure may be made and that unencumbered funds are available from the appropriation to pay the expenditure. Without limiting the foregoing, if in any fiscal year of City after the fiscal year in which the Term of this Lease commences, sufficient funds for the payment of Rent and any other payments required under this Lease are not appropriated, then City may terminate this Lease, without penalty, liability or expense of any kind to City, as of the last date on which sufficient funds are appropriated. City shall use its reasonable efforts to give Landlord reasonable advance notice of such termination.

28.28 Counterparts. This Lease may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

28.29 Effective Date . This Lease shall become effective on the date upon which the Board of Supervisors and PUC have duly adopted resolutions approving this Lease and the Mayor has approved this Lease, and the parties hereto have duly executed this Lease.

28.30 Disclosure. In accordance with Section 67.24(e) of the San Francisco Administrative Code, contracts, contractors' bids, leases, agreements, responses to Requests for Proposals, and all other records of communications between City and persons or firms seeking contracts will be open to inspection immediately after a contract has been awarded. Nothing in this provision requires the disclosure of a private person's or organization's net worth or other proprietary financial data submitted for qualification for a contract, lease, agreement or other benefit until and unless that person or organization is awarded the contract, lease, agreement or benefit. Information provided which is covered by this Section will be made available to the public upon request.

28.31 Cooperative Drafting. This Lease has been drafted through a cooperative effort of both parties, and both parties have had an opportunity to have the Lease reviewed and revised by legal counsel. No party shall be considered the drafter of this Lease, and no presumption or rule that an ambiguity shall be construed against the party drafting the clause shall apply to the interpretation or enforcement of this Lease.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS LEASE, THE PARTIES ACKNOWLEDGE THAT NO OFFICER OR EMPLOYEE OF CITY HAS AUTHORITY TO COMMIT CITY TO THIS LEASE UNLESS AND UNTIL CITY'S PUBLIC UTILITIES COMMISSION SHALL HAVE DULY ADOPTED A RESOLUTION APPROVING THIS LEASE, AND AUTHORIZING CONSUMMATION OF THE TRANSACTION CONTEMPLATED HEREBY. THEREFORE, ANY OBLIGATIONS OR LIABILITIES OF CITY HEREUNDER ARE CONTINGENT UPON, AND SUBJECT TO, DUE ADOPTION OF SUCH RESOLUTION, AND THIS LEASE SHALL BE NULL AND VOID IF SUCH RESOLUTION IS NOT ADOPTED BY THE PUBLIC UTILITIES COMMISSION, IN ITS SOLE AND ABSOLUTE DISCRETION, AND IN ACCORDANCE WITH ALL APPLICABLE LAWS. APPROVAL OF THIS LEASE BY ANY DEPARTMENT, COMMISSION OR AGENCY OF CITY SHALL NOT BE DEEMED TO IMPLY THAT SUCH RESOLUTION WILL BE ADOPTED NOR WILL ANY SUCH APPROVAL CREATE ANY BINDING OBLIGATIONS ON CITY.

[SIGNATURES ON FOLLOWING PAGE]

City and Landlord have executed this Lease as of the date first written above.

LANDLORD:

COMMUNICATION & CONTROL, INC.,
a California corporation

By: Scott McQueen

Name: Scott McQueen

Title: V.P. OPERATIONS

By: _____

Name: _____

Title: _____

CITY:

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By: _____
Ed Harrington
General Manager
Public Utilities Commission

AUTHORIZED BY

PUBLIC UTILITIES COMMISSION

Resolution No. 12-0130
Adopted: July 24, 2012

Attested: _____
Secretary
Public Utilities Commission

APPROVED AS TO FORM:

DENNIS J. HERRERA
City Attorney

By: _____
Hazel M. Brandt
Deputy City Attorney

EXHIBIT A

Description and Depiction of Property

All that certain real property located in Alameda County, California, described as follows:

BEGINNING at the United States Geological Survey (USGS) Station Allison, being a 2-inch Bronze USGS Disc stamped "VA 2659" thence from said point of beginning North 20 deg. 30' 36" East 518.96 feet to a 2"x 2" hub being the TRUE POINT OF BEGINNING of this description; thence South 00 deg. 13' 45'' East 990.00 feet to a 2"x 2" hub; thence South 89 deg. 43' 37" West 1100.00 feet to a concrete nail and flagging set in rock; thence North 00 deg. 13' 45" West 990.00 feet to a 2"x 2" hub; thence North 89 deg. 43' 37" East 1100.00 feet to the said true point of beginning a portion of Section 1`6, Township 5 South Range 1 East, Mount Diablo Base and Meridian.

The bearing of North 00 deg. 13' 45" West of the line from City of San Francisco Brass Disk Monument No. 77.7 to City of San Francisco Brass Disk Monument No. 74 was used as the basis of all bearings used in this description.

F.C.C. Information:

Latitude	37	29'	56" North
Longitude	121	52'	16" West

Assessor Parcel Number: 096-0090-005-07

[see the following attached pages for Depiction of Property]


TOPO! map printed on 08/18/05 from "Untitled.tpo"
121°54.000' W
121°53.000' W
121°52.000' W
121°51.000' W
WGS84 121°50.000' W
37°30.000' N
37°29.000' N
37°28.000' N
37°27.000' N
Mt Allison
Scott Creek
Scotts Valley
Soquel
Laurel
Glenwood
Olympia
Felton
Ben Lomond
Davenport
Bonny Doon
Big Creek
Cowell Ranch State Park
Wilder Ranch State Park
Santa Cruz
Capitola
Aptos
Rio Del Mar
Seacliff
Freedom
Corralitos
Watsonville
Pajaro
Moss Landing
Castroville
Prunedale
Salinas
Monterey
Carmel
Pacific Grove
Pebble Beach
Carmel Valley
Big Sur
Point Lobos State Reserve
Point Lobos
Carmel Point
Carmel Bay
Monterey Bay
Soquel Creek
Scotts Creek
Laguna Seca Raceway
Corralitos Creek
Pajaro River
Salinas River
Elkhorn Slough
Tembladero Slough
Old Salinas River
Moro Cojo Slough
Tularcitos
Higuera
Rio Del Mar Blvd
Freedom Blvd
Soquel Dr
Capitola Rd
Portola Dr
Bonita Dr
Wilder Ranch Rd
Empire Grade
Bonny Doon Rd
Davenport Landing Rd
Swanton Rd
Swanton Blvd
Highway 1
Highway 17
Highway 9
Highway 236
Highway 68
Highway 218
Highway 129
Highway 183
Highway 101
Highway 156
Highway 152
Highway 146

Mt. Allison

Site Phone (408) 262-9845

From: Oakland take the 880 Freeway south to the 237 Highway east.
San Jose take the 880 Freeway North to the 237 Highway east.

Continue east on 237 past the 680 Freeway and Park Victoria Drive. Continue past Park Victoria Drive, a golf course on the left, a county park on the right, 2.9 miles to Weller Road and turn left. A short distance up Weller Road will be a white gate. The lock is a Master Lock and should be the fourth one from the right post. Lock the gate after you go through. Approximately 2.3 miles up the road, there will be a farmhouse and a cattle guard gate. Drive slowly though this area. There is livestock loose in the area and it is common to find them on the road. You will Approximately 1.1 miles down from the farmhouse the road turns into dirt you will pass on your left the locked gate to Monument Ridge, contiuing on you will jog left past three yellow markers, there will be a half fallen building off to the left just past the left fork of the road witha stone rock wall on the right. You will need to take the next left fork in the road to get to the site road There is a green cattle guard. Through the cattle guard, you will continue to the top, staying the road. You will cross over a park trail / road. Just before the top there will be a road off to the right, this is to the Ch 14 TV station site. At the top there are several containers towers and buildings, This is Mt. Allison. If you are going to Allison Blue continue up the road and past all the buildings and the fenced area. Allison Blue is just over the ridge there is a 80' tower and a 20' container.

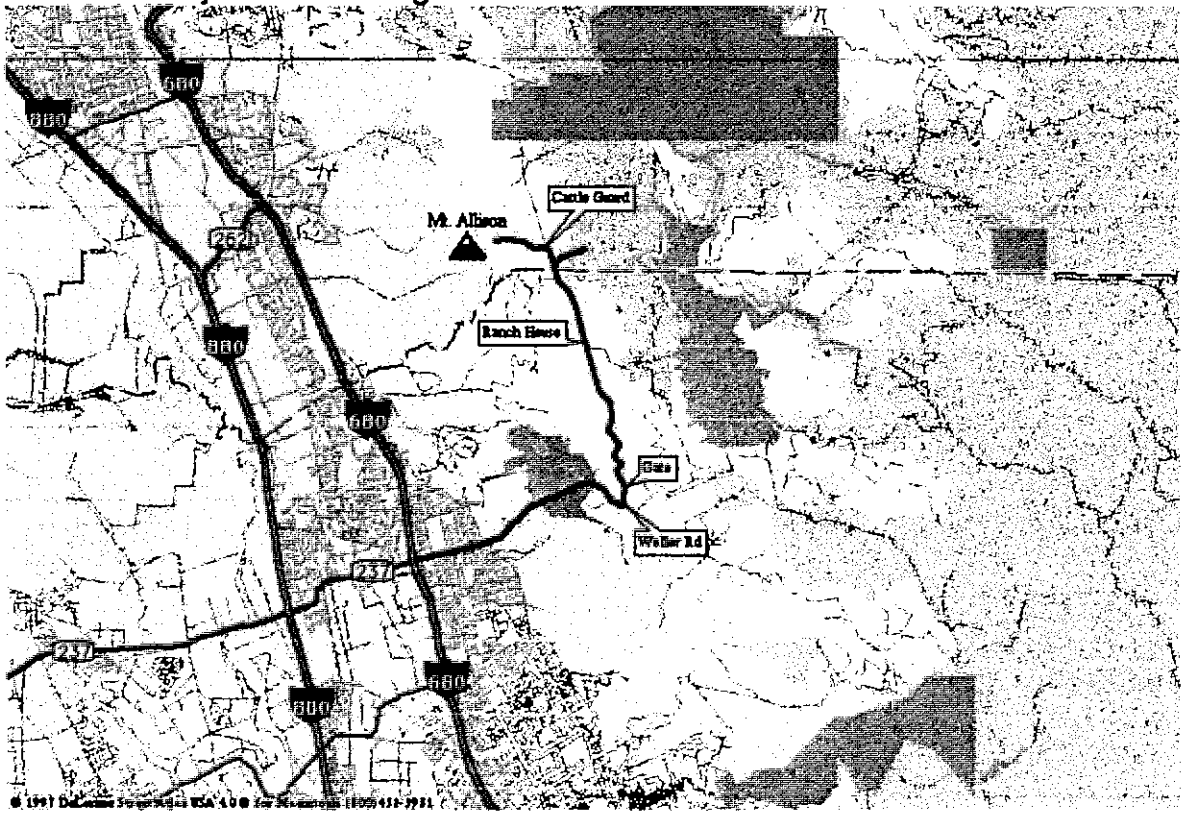


EXHIBIT B

Depiction of Premises and License Areas

[see attached pages B-1 and B-2]

Exhibit B-1
Approved Plans

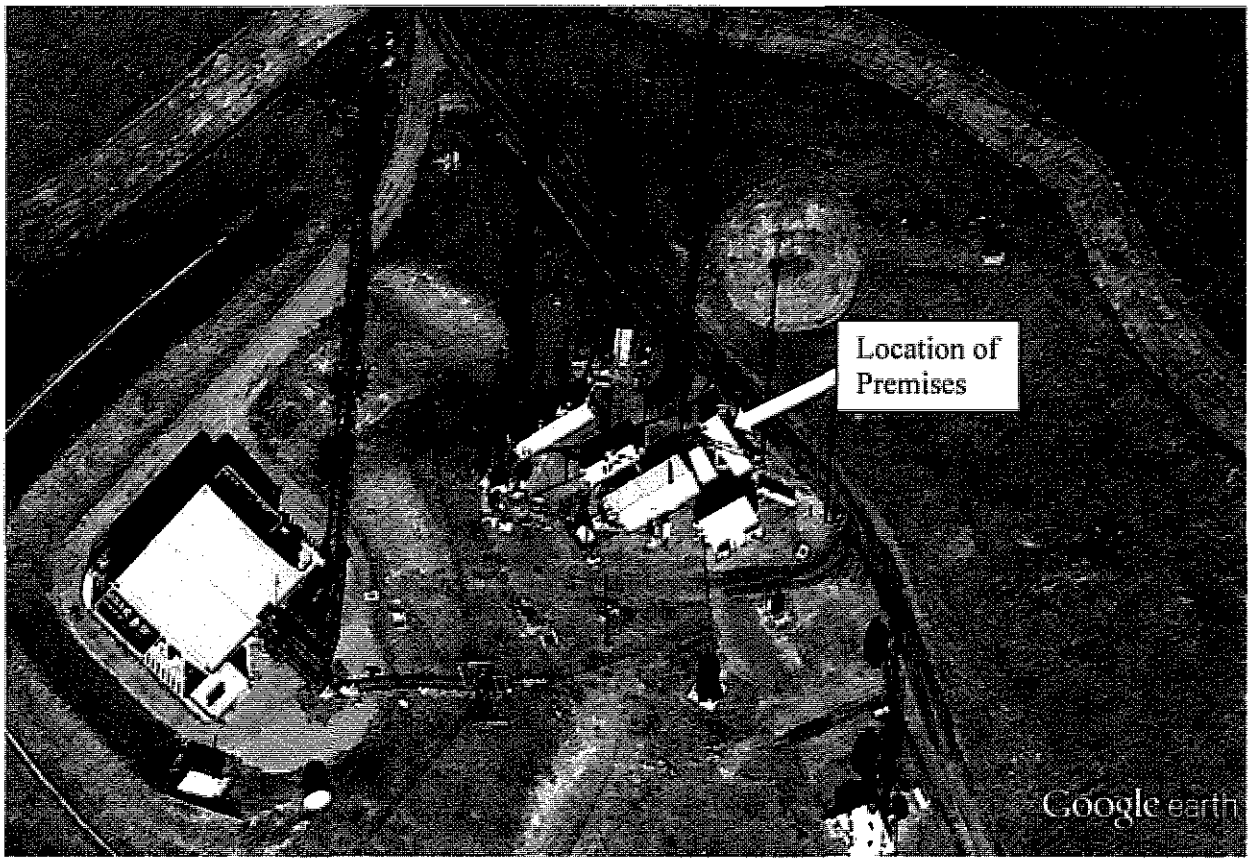


Exhibit B-2
Approved Plans

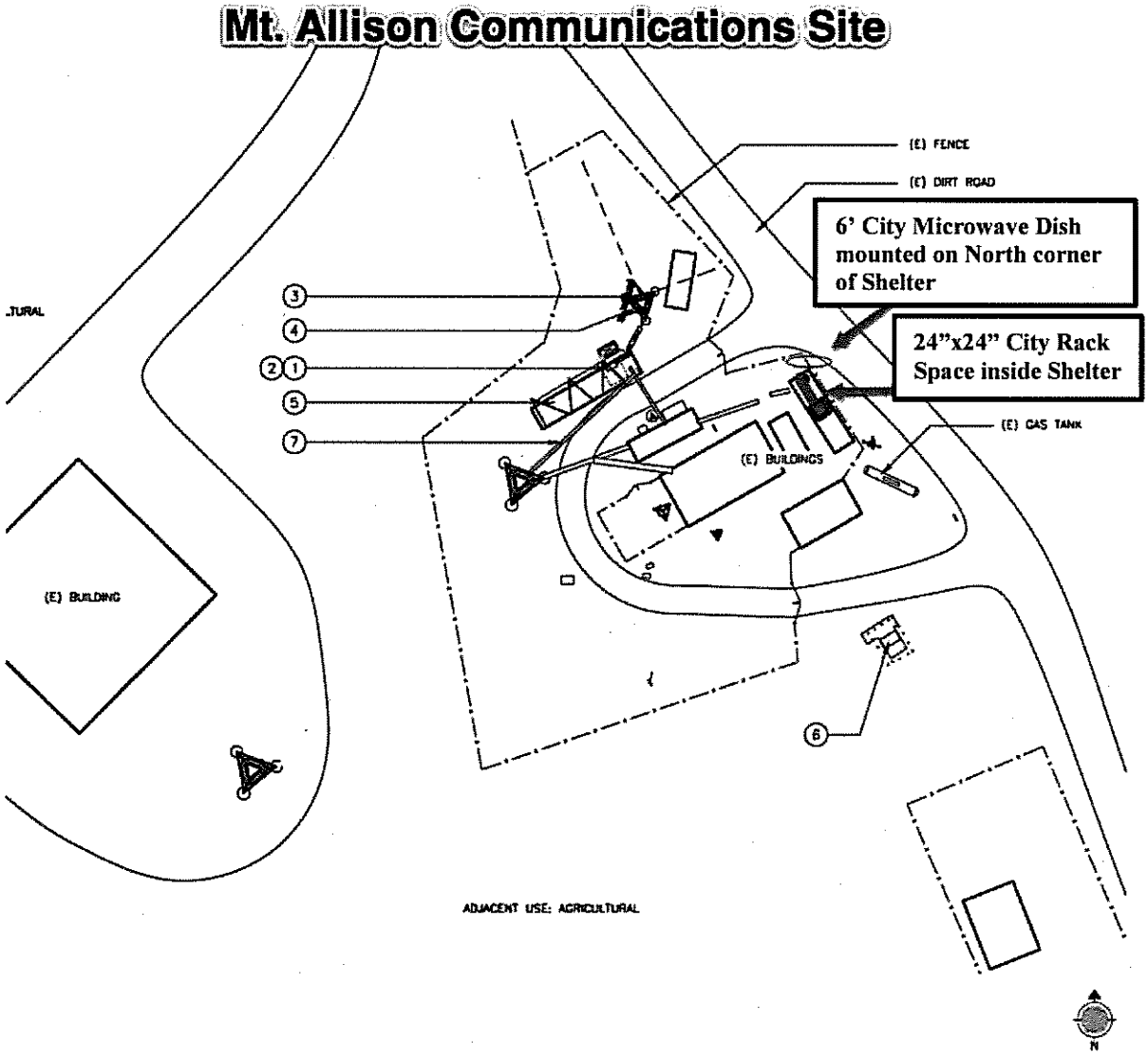


EXHIBIT C

Notice of Commencement Date

[Date]

Mr. Scott McQueen
Vice President of Operations
Communication & Control, Inc.
Campbell, CA 95008-2900

RE: Acknowledgment of Commencement Date and Expiration Date, Lease Between _____ (Landlord), and the City and County of San Francisco (Tenant), for Communications Site premises located at _____

Dear Mr. McQueen:

This letter will confirm that for all purposes of the Lease, the Commencement Date (as defined in Section 3.2 of the Lease) is _____, 2012.

Please acknowledge your acceptance of this letter by signing and returning a copy of this letter.

Very truly yours,

Name_____
Title _____

Accepted and Agreed:

By: _____

Dated _____

PUBLIC UTILITIES COMMISSION

City and County of San Francisco

RESOLUTION NO. **12-0130**

WHEREAS, Communications & Control Inc., owns certain real property known as a portion of Assessor's Parcel No. 96-90-5-7, on Mt. Allison in Alameda County, California, (Lease Area); and

WHEREAS, the City and County of San Francisco, through its Public Utilities Commission (SFPUC), desires to lease (i) tower space for the installation, use and operation of one six-foot diameter parabolic microwave antenna and (ii) approximately fourteen (14) square feet of shelter space for an equipment rack to accommodate an SFPUC radio communication services facility at the Lease Area; and

WHEREAS, the SFPUC has had other equipment in place at the Lease Area since November 31, 2005 and additional equipment is now needed to support the expansion of the SFPUC microwave backbone to the new Tesla treatment facility; and

WHEREAS, the SFPUC further finds that since the issuance of a categorical exemption for the SCADA project on December 22, 2004, there have been no substantial project changes and no substantial changes in project circumstances that would require revisions to the categorical exemption due to the involvement of any environmental effects and there is no new information of substantial importance that would change the conclusions set forth in the categorical exemption; now, therefore, be it

RESOLVED, that this Commission hereby approves the terms and conditions as set forth in the staff report for this Resolution and authorizes the General Manager of the San Francisco Public Utilities Commission to execute a new lease (Lease) with Communications & Control, Inc., for a radio communications facility, commencing upon final execution; and be it

FURTHER RESOLVED, that the new Lease shall be for a term of approximately two (2) years and two (2) months at an initial annual rental rate of $10,382.40, payable in monthly installments of $865.20 with four percent (4%) annual increases; and be it

FURTHER RESOLVED, that this Commission authorizes the General Manager to take any and all other steps he, in consultation with the City Attorney, deems necessary and advisable to effectuate the purpose and intent of this Resolution.

I hereby certify that the foregoing resolution was adopted by the Public Utilities Commission at its meeting of July 24, 2012

Donna Hood

Secretary, Public Utilities Commission

SAN FRANCISCO
PLANNING DEPARTMENT

CEQA CATEGORICAL EXEMPTION FORM

PROJECT NAME: SFPUC - Water Radio Replacement Project, East Bay Site

PROJECT LOCATION: Alameda & San Joaquin Counties

CASE NUMBER: 2022-008210ENV

PROJECT TYPE: ☑ New Facility ☑ Replacement Facility/Equipment

☐ Repair/Maintenance/Upgrade ☐ Other: _____

1. EXEMPTION CLASS

☑ Class 1: Existing Facilities

☑ Class 2: Replacement or Reconstruction

☐ Class 3: New Construction or Conversion of Small Structures

☐ Class 6: Information Collection

☐ Other: _____

2. CEQA Impacts

For any box checked below, refer to the attached Environmental Evaluation Application with supporting analysis and documentation.

☐ **Air Quality:** Would the project affect sensitive receptors (specifically schools, colleges, universities, day care facilities, hospitals, residential dwellings, or senior-care facilities)? Would project construction or operations exceed air quality screening criteria using either the SFPUC Air Quality Screening Tool or CalEEMOD?

☐ **Noise:** Would the project conflict with the applicable local Noise Ordinance?

☐ **Hazardous Materials:** Would the project be located on a site included on any list compiled pursuant to Section 65962.5 of the Government Code, or impact an area with known hazardous materials such as a former gas station, auto repair, dry cleaners, heavy manufacturing use, or site with underground storage tanks? If the project site is suspected of containing hazardous materials, would the project involve 50 cubic yards or more of soil disturbance?

☐ **Soils Disturbance/Modification:** Would the project result in soil disturbance greater than 2 feet below grade in an archeological sensitive area or 8 feet in a non-archeological sensitive area?

☐ **Slope/Geological Hazards:** If located on slopes of 20% or greater, in a landslide or liquefaction zone, does the project involve excavation of 50 cubic yards of soil or more, new construction, or square footage expansion greater than 1,000 sq. ft. outside of the existing building footprint?

☐ **Hydrology/Water Quality:** Would the project cause flooding impacts, violate water quality standards, result in on- or off-site erosion impacts, or otherwise substantially degrade water quality?

☐ **Biology:** Would the project have the potential to impact sensitive species, rare plants or designated critical habitat? Is the project consistent with the applicable tree protection ordinance?

☐ **Visual:** Is the project located within or adjacent to a designated scenic roadway, or would the project have the potential to impact scenic resources that are visible from public locations?

☐ **Transportation:** Would project construction or operation have the potential to adversely affect existing traffic patterns, transit operations, pedestrian and/or bicycle safety (hazards), or the adequacy of nearby transit, pedestrian and/or bicycle facilities?

☐ **Historical Resources:** Is the project located on a site with a known or potential historical resource?

☐ Other: _____

3. CATEGORICAL EXEMPTION DETERMINATION

☐ Further Environmental Review Required.

Notes: _____

☑ No Further Environmental Review Required. Project is categorically exempt under CEQA.

Timothy Johnston Digitally signed by Timothy Johnston Date: 2022.09.26 16:26:46 -07'00'

Planner's Signature

9/26/2022

Date

Timothy Johnston, senior environmental planner

Name, Title

Project Approval Action: SFPUC administrative approval

Once signed and dated, this document constitutes a categorical exemption pursuant to CEQA Guidelines and Chapter 31 of the Administrative Code.

San Francisco Planning

49 South Van Ness Avenue, Suite 1400
San Francisco, CA 94103
www.sfplanning.org

PUBLIC PROJECT APPLICATION

The purpose of the Public Project Application is to collect all relevant information necessary for the Planning Department to appropriately conduct environmental review for a public agency project that does not require an entitlement decision from the San Francisco Planning Commission and/or review of a building permit by the department's Current Planning division. Unless otherwise specified by your liaison at Environmental Planning, please submit a completed Public Project Application, along with necessary materials to CPC.EPIntake@sfgov.org.

For projects requiring an entitlement and/or review by the department's Current Planning division, please complete a regular Project Application and submit according to the submittal instructions outlined in the application.

Once a project is received, you will be contacted regarding payment and/or any additional materials necessary. When payment and/or all missing materials are received, you will receive an email with the ENV case number and contact information for the assigned planner.

PROJECT INFORMATION

Water Radio Replacement - East Bay

Property Information

ProjectAddress: Various Locations

Block/Lot(s):

Applicant Information

Public Agency: SFPUC

Name: Kimberly Stern Liddel

Telephone: 415-601-8578

Email Address: KHStern@sfwater.org

REQUIRED MATERIALS

☐ Electronic set of plans (11x17) Please see the Department's Plan Submittal Guidelines for more information.

☐ Photos of proposed work areas/project site.

☐ Necessary background reports and supplemental applications (specified in Environmental Evaluation Screening Form)

☐ MTA only: Synchro data for lane reductions and traffic calming projects.

PROJECT INFORMATION

PROJECT DESCRIPTION:

Please provide a narrative project description that summarizes the project and its purpose. If additional space is necessary, please attach a seperate document with a complete project description.

The San Francisco Public Utilities Commission (SFPUC) proposes to implement the Water Radio Replacement Project (WRRP) in the East Bay region to improve the SFPUC's radio communications and thereby improve the water and power system reliability. The project proposes to replace antiquated radio infrastructure to provide better communications coverage needed for the maintenance of the infrastructure, safety of personnel, and to prepare SFPUC's infrastructure and personnel for natural and man-made disasters. The project is also adding radio stations to provide coverage to infrastructure that was previously not covered; a critical requirement from user interviews, a requirement from a SFPUC personnel safety perspective, and a requirement from SFPUC Divisions for infrastructure maintenance and operations perspectives.

APPROVAL ACTION

In accordance with Chapter 31 of the San Francisco Administrative Code, an appeal of an exemption determination can only be filed within 30 days of the project receiving the first approval action.

Project Approval Action: Administrative approval

Will the approval action be taken at a noticed public hearing? ☐ Yes ☑ No

*If YES is checked, please see below. **Email CPC.EPIntake@sfgov.org the date of approval

IF APPROVAL ACTION IS TAKEN AT A NOTICED PUBLIC HEARING, INCLUDE THE FOLLOWING CALENDAR LANGUAGE:

End of Calendar:
CEQA Appeal Rights under Chapter 31 of the San Francisco Administrative Code. If the Commission approves an action identified by an exemption or negative declaration as the Approval Action (as defined in S.F. Administrative Code Chapter 31, as amended, Board of Supervisors Ordinance Number 161-13), then the CEQA decision prepared in support of that Approval Action is thereafter subject to appeal within the time frame specified in S.F. Administrative Code Section 31.16. Typically, an appeal must be filed within 30 calendar days of the Approval Action. For information on filing an appeal under Chapter 31, contact the Clerk of the Board of Supervisors at City Hall, 1 Dr. Carlton B. Goodlett Place, Room 244, San Francisco, CA 94102, or call (415) 554-5184. If the Department's Environmental Review Officer has deemed a project to be exempt from further environmental review, an exemption determination has been prepared and can be obtained on-line at http://sf-planning.org/index.aspx?page=3447. Under CEQA, in a later court challenge, a litigant may be limited to raising only those issues previously raised at a hearing on the project or in written correspondence delivered to the Board of Supervisors, Planning Commission, Planning Department or other City board, commission or department at, or prior to, such hearing, or as part of the appeal hearing process on the CEQA decision. Individual calendar items: This proposed action is the Approval Action as defined by S.F. Administrative Code Chapter 31.

Individual calendar items:
This proposed action is the Approval Action as defined by S.F. Administrative Code Chapter 31.

ENVIRONMENTAL EVALUATION SCREENING FORM

This form will determine the level environmental review is required. You will be contacted by CPC.EPIntake@sfgov.org with a payment request and planner contact information.

If you are submitting an application for entitlement, please submit the Project Application with either Building Permit or Entitlement Intake Appointment.

Environmental Topic	Information	Applicable to Proposed Project?	Notes/Requirements
1a. General	Estimated construction duration (months):	N/A	Approximately 120 working days
1b. General	Does the project involve replacement or repair of a building foundation? If yes, please provide the foundation design type (e.g., mat foundation, spread footings, drilled piers, etc.)	☐ Yes ☑ No	
1c. General	Does Chapter 29 of the San Francisco Administrative Code apply to the proposed project?	☐ Yes ☑ No	If yes, please attach feasibility study to application. If applicant is unclear about Chapter 29 applicability, please contact the city attorney assiged to advise your agency. Planning will not accept the application without applicant verification that Chapter 29 does not apply, or a completed feasibility study.
2a. Transportation	Does the project involve a child care facility or school with 30 or more students, or a location 1,500 square feet or greater?	☐ Yes ☑ No	If yes, submit an Environmental Supplemental- School and Child Care Drop-Off & Pick-Up Management Plan.
2b. Transportation	Would the project involve the intensification of or a substantial increase in vehicle trips at the project site or elsewhere in the region due to autonomous vehicle or for-hire vehicle fleet maintenance, operations, or charging?	☐ Yes ☑ No	
3. Shadow	Would the project result in any construction over 40 feet in height?	☐ Yes ☑ No	If yes, an initial review by a shadow expert, including a recommendation as to whether a shadow analysis is needed, may be required, as determined by Planning staff. (If the project already underwent Preliminary Project Assessment, refer to the shadow discussion in the PPA letter.) An additional fee for a shadow review may be required.
4. Biological Resources	Does the project include the removal or addition of trees on, over, or adjacent to the project site?	☐ Yes ☑ No	If yes: Number of existing trees on, over, or adjacent to the project site: Number of existing trees on, over, or adjacent to the project site that would be removed by the project: Number of trees on, over, or adjacent to the project site that would be added by the project:
5a. Historic Preservation	Would the project involve changes to the front façade or an addition visible from the public right-of-way of a structure built 45 or more years ago or located in a historic district?	☐ Yes ☑ No	If yes, submit a complete Historic Resource Determination Supplemental Application. Include all materials required in the application, including a complete record (with copies) of all building permits.

Please see the Property Information Map or speak with staff at the Planning Counter to determine if this applies.

Environmental Topic	Information	Applicable to Proposed Project?	Notes/Requirements
5b. Historic Preservation	Would the project involve demolition of a structure constructed 45 or more years ago, or a structure located within a historic district?	☐ Yes ☑ No	If yes, a historic resource evaluation (HRE) report will be required. The scope of the HRE will be determined in consultation with CPC-HRE@sfgov.org.
6. Archeology	Would the project result in soil disturbance/ modification greater than two (2) feet below grade in an archeologically sensitive area or eight (8) feet below grade in a non-archeologically sensitive area?	☑ Yes ☐ No	If Yes, provide depth of excavation/ disturbance below grade (in feet*): Max depth of disturbance 18 feet *Note this includes foundation work
7. Geology and Soils	Is the project located within a Landslide Hazard Zone, Liquefaction Zone or on a lot with an average slope of 25% or greater? Area of excavation/disturbance (in square feet): 519 square feet Amount of excavation (in cubic yards): 39 cubic yards	☐ Yes ☐ No	A geotechnical report prepared by a qualified professional must be submitted if one of the following thresholds apply to the project: The project involves: • new building construction, except one-story storage or utility occupancy; • horizontal additions, if the footprint area increases more than 50%; • horizontal and vertical additions increase more than 500 square feet of new projected roof area; or • grading performed at a site in the landslide hazard zone. A geotechnical report may also be required for other circumstances as determined by Environmental Planning staff.
8. Air Quality	Would the project add new sensitive receptors (residences, schools, child care facilities, hospitals residential dwellings, and senior-care facilities) within an Air Pollutant Exposure Zone?	☐ Yes ☑ No	If yes, the property owner must submit copy of initial filed application with the Department of Public Health. More information is found here.
9a. Hazardous Materials	Is the project site located within the Maher area or on a site containing potential subsurface soil or groundwater contamination and would it involve ground disturbance of at least 50 cubic yards or a change of use from an industrial use to a residential or institutional use?	☐ Yes ☑ No	If yes, submit a Maher Application Form to the Department of Public Health and submit documentation of Maher enrollment with this Project Application. Certain projects may be eligible for a waiver from the Maher program. For more information, refer to the Department of Public Health's Environmental Health Division. Maher enrollment may also be required for other circumstances as determined by Environmental Planning staff.
9b. Hazardous Materials	Is the project site located on a Cortese site or would the project involve work on a site with an existing or former gas station, parking lot, auto repair, dry cleaners, or heavy manufacturing use, or a site with current or former underground storage tanks?	☐ Yes ☑ No	If yes, submit documentation of enrollment in the Maher Program (per above), or a Phase I Environmental Site Assessment prepared by a qualified consultant.

Please see the Property Information Map or speak with staff at the Planning Counter to determine if this applies.

San Francisco Water Power Sewer
Services of the San Francisco Public Utilities Commission

Environmental Management
525 Golden Gate Avenue, 6th Floor
San Francisco, CA 94102
T 415.934.5700
F 415.934.5750
TTY 415.554.3488

September 23, 2022

Mr. Timothy Johnston, MP, Senior Environmental Planner
Environmental Planning Division
San Francisco Planning Department
49 South Van Ness Avenue, Suite 1400
San Francisco, CA 94103

RE: CEQA Categorical Exemption Request
Water Radio Replacement – East Bay Regional Network Sites
Project No.: 10015118
COA: 10015118 0001 26570 232146 15514

Dear Mr. Timothy Johnston:

The San Francisco Public Utilities Commission (SFPUC) requests review of the proposed Water Radio Replacement – East Bay Regional Network Sites (Project) under the California Environmental Quality Act (CEQA). The SFPUC requests San Francisco Planning Department – Environmental Planning Division (EP) concurrence that the proposed Project is categorically exempt under CEQA Sections 15301 Class 1 (Existing Facilities) and 15302 Class 2 (Replacement or Reconstruction). Class 1 consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use. Class 2 consists of the replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced.

The following analysis demonstrates the proposed Project would not result in adverse environmental effects and provides support for our recommendation that it is categorically exempt under CEQA. The Project would be conducted in compliance with applicable federal, State, and local regulations and under contractual provisions prohibiting work in violation of applicable regulations and plans.

BACKGROUND

The SFPUC Water Enterprise radio system is antiquated and needs to be

London N. Breed
Mayor

Anson Moran
President

Newsha Ajami
Vice President

Sophie Maxwell
Commissioner

Tim Paulson
Commissioner

Dennis J. Herrera
General Manager

replaced and expanded at some locations for better coverage. As part of an overall effort, the SFPUC plans to replace dated radio infrastructure along its entire system to provide better communications and coverage needed for the maintenance of the infrastructure, safety of personnel, and to prepare for natural and man-made disasters, and add radio sites to gain coverage in areas not previously covered.

By design, the overall Water Radio Replacement Project is divided into four independent radio networks: Hetch Hetchy Water and Power Region network, East Bay Region network, West Bay Region network, and City Region network. Each regional network consists of several radio sites that provide reception and overlap of reception to provide what is called “coverage”. The radio facilities within each of these regional networks can work cohesively or independently from each other. Thus, if a regional network or an individual radio site were to fail or not be upgraded, the other networks and radio sites would provide some redundancy and continue to offer some percentage of coverage. If all the networks and radio sites are upgraded over time as planned, they would cover 90% of the SFPUC’s infrastructure and access routes. If some sites are not built, coverage would be less; however, upgrades at each site would still be an improvement to the SFPUC’s communication system in and of itself. The individual radio site improvements are also neither dependent upon nor necessitate improvements at other sites. Therefore, each regional network and each radio site within them has independent utility. As such, it is acceptable to request separate environmental review of the networks and even of individual sites.

The Hetch Hetchy network sites were approved in August 2022 (Case No. 2022-006240ENV). Currently, the SFPUC requests environmental review of the radio sites in the East Bay Region network. The SFPUC will request environmental review of other radio sites at a future time and no work will occur at those locations until then.

PROJECT DESCRIPTION

The Project involves work at seven existing sites as described below and shown in Table 1. All the sites are in Alameda County, except for the Corral Hollow and Thomas Shaft sites, which are in San Joaquin County. The sites are existing and fenced facilities and are either developed, fully or partially graded and graveled, or comprised of natural exposed rock and gravel.

A detailed description of the proposed Project components and activities,

ground disturbance, and land ownership at each site is provided in Table 1. Where not SFPUC property, the radio equipment proposed by this Project would be authorized within the SFPUC's leases with these entities. Ground disturbance would only occur at the Corral Hollow and Thomas Shaft sites. Construction at the Corral Hollow and Thomas Shaft sites would be completed in approximately thirty working days and forty-five working days, respectively.

Duration and Schedule
The Project would be initiated upon completion of environmental review and construction contract approval and award. Construction of all the sites would be completed in approximately 17 weeks, or 120 working days. Project activities would primarily be conducted between 7:00 a.m. to 5:00 p.m. Monday through Friday.

Equipment and Personnel
Construction would be completed using only hand tools, except for the Corral Hollow and Thomas Shaft sites, which would require use of a backhoe, rammer, vibratory plate, trencher, drill rig, a mobile 15-ton crane mounted to a rubber-tired truck, and a bucket truck. Four to six crew members are expected to be onsite during construction at each site. Additionally, the contractor's supervisor and an SFPUC engineer and/or technician would be on site to provide oversight for each site. Approximately eight passenger vehicles would be used to transport work crew members, the contractor's supervisor, and SFPUC engineer/technician to and from the site each day.

Site Access and Staging
Access to the Project sites would be via existing public roads that are paved, dirt, and gravel roads. Trucks and equipment would park at the Project sites.

SFPUC STANDARD CONSTRUCTION MEASURES

The SFPUC requires the Standard Construction Measures issued July 1, 2015 (on file at the Environmental Planning Division) be implemented for all projects, as applicable. These measures would be applied to this Project as well.

ENVIRONMENTAL INFORMATION

Aesthetics

The Corral Hollow, Thomas Shaft, Crane Ridge, Sunol Ridge, Sunol Valley Water Treatment Plant, and Mt. Allison sites are in remote locations. Due to the remote locations of all these sites, construction activities would not be readily

Table 1 Proposed Project Details by Site Location

Site/Property Owner and Existing Site Conditions	Ground Disturbance	Antennae and Associated Equipment	Generator and Propane Tank	Other
Corral Hollow/Private (SFPUC to lease land and tower space) Commercial FM Radio Station, with a tower, cinder block communication equipment shelter, and generator with diesel fuel tank.	498 square feet; maximum 4 feet deep.	Install two vertical antennas, one panel antenna, and two 3-foot diameter dish antenna onto the existing 343-foot tower.	Install two propane tanks and an emergency backup generator on a new approximately 11-foot-long by 9.5-foot-wide by 1.5-foot-deep concrete pad with a manifold. Install a new underground approximately 0.25-inch propane fuel line from the new propane tanks manifold to the new generator in the new communication equipment shelter in an approximately 25-foot-long by 0.5-foot-wide by 1.5-foot-deep trench.	Install a prefabricated concrete communication equipment shelter with separate radio equipment and generator rooms on a new approximately 17-foot-long by 9-foot-wide by 0.5-foot-deep concrete pad and a new fence to encompass it. Install one 2-inch and one 4-inch electric conduit from existing PG&E service pole to the new communications equipment shelter in an approximately 143-foot-long by 0.5-foot- wide by 1.5-foot- deep trench. Construct an elevated cable tray with supports to carry the communication cables between the new radio communications shelter and the tower.
Thomas Shaft/SFPUC Water Treatment Facility, with a large building and several ancillary structures.	22 square feet; maximum 18 feet deep.	Install a 160-foot-tall communications tower, including tower foundation and fence. Install one 2-foot diameter dish antenna, one transit antenna or a bidirectional amplifier with receive and transmit antennas, and one lighting rod at the top of the new 160-foot-tall communications tower.	None.	Install new fence around the new tower.
Crane Ridge/Alameda County	None	Install three vertical	None.	Install microwave and radio

Site/Property Owner and Existing Site Conditions	Ground Disturbance	Antennae and Associated Equipment	Generator and Propane Tank	Other
(SFPUC to lease rack and tower space) Public safety Radio Station owned by Alameda County, with, one tower and antenna, a steel communication equipment shelter, and a generator with an integrated diesel fuel tank.		antennas, one 3-foot diameter dish antenna, and two 6-foot diameter dish antenna onto the existing 60-foot-tall tower.		communication equipment in two new racks and the supporting electrical, monitoring, and controls within the existing steel equipment shelter.
Sunol Ridge/Alameda County (SFPUC to lease rack and tower space) Public safety Radio Station owned by Alameda County, with, with towers and antenna, a cinder block and steel communication equipment shelters, and a generator with an integrated diesel fuel tank.	None.	Install two vertical antennas onto the existing 100-foot-tall tower and one 4-foot diameter dish antenna onto the existing monopole on the side of the existing steel r communication equipment shelter.	None.	Install microwave and radio communication equipment in three new racks and the supporting electrical, monitoring, and controls within the existing steel equipment shelter.
Mt. Allison/Private (SFPUC to least additional rack and tower space) Commercial and public safety Radio Station owned by Communications Control Inc., with several towers and antenna, steel communication equipment shelters, and a generator with an integrated diesel fuel tank.	None.	Install four vertical antennas onto the existing 150-foot-tall tower. Install one 10-foot diameter dish antenna, one 6-foot diameter dish antenna, and one 4-foot diameter dish antenna onto the existing 80-foot tower.	None.	Install an electrical manual transfer switch and receptacle for portable emergency power generation. Install microwave and radio communication equipment in two new racks and the supporting electrical, monitoring, and controls within the existing steel communication equipment shelter.

Site/Property Owner and Existing Site Conditions	Ground Disturbance	Antennae and Associated Equipment	Generator and Propane Tank	Other
Sunol Valley Water Treatment Plant/SFPUC Wastewater Treatment Plan with existing tower.	None	Install vertical antenna onto the existing 70-foot-tall tower Install a bidirectional amplifier in a communication rack on the existing tower.	None	None.
Sunol Yard Server Room and Sunol Communications Shop/SFPUC Shops and Equipment Yards.	None.	None.	None.	Install one Network Control Station (a computer) in the Sunol Yard Server room, with possible relocation to the Sunol Communication Shop yard off Main Street. At both locations, installation requires a radio network switch, router, and a dedicated console within existing buildings. If relocated to the Sunol Communication Shop yard, phone and fiber optic lines would be installed from an existing utility pole overhead approximately 15 to 20 feet to the existing building (no ground disturbance).

visible to the public and, in any event, would be temporary and short-term. Construction at the Sunol Yard Communication Shop site may be visible from Main Street; however, there are trees along the road that screen views of the site and work would be completed in approximately five working days. Therefore, adverse effects to aesthetics from construction are not anticipated.

Since the Project would replace existing equipment with similar equipment and/or install additional and similar equipment to what is already present at the sites and in inside structures in some cases, the newly installed Project components are largely anticipated to be visibly indiscernible.

At the Corral Hollow site, one small, prefabricated steel communication equipment shelter and two propane tanks would be installed next to the existing building structure. Although this new structure would be more visually discernable (than for example, an additional dish antenna on a tower), it would be consistent with the existing aesthetic character of the site.

At the Thomas Shaft site, the Project would install a 160-foot-tall tower to expand communications at this site where the only method of communication is currently over a copper phone line or through satellite. While the new tower would be taller than the other existing facilities at this site, it would be among existing water treatment facilities and utility poles and the site is in a very remote location with minimal public visibility (ranchers driving by). Therefore, adverse effects to the aesthetics character of the Corral Hollow and Thomas Shaft sites are not anticipated. Therefore, for the reasons discussed above, adverse effects to aesthetics from the Project are not expected.

Air Quality

Equipment for the Project construction would be limited to hand tools, except at Corral Hollow and Thomas Shaft sites where a backhoe, rammer, vibratory plate, trencher, drill rig, and a mobile 15-ton crane mounted to a rubber-tired truck would be used. Although construction would take approximately 35 days and 45 days to complete at these sites respectively, the use of fueled equipment would be less than 10 hours at each site. Given the limited equipment to be used, criteria air pollutant emissions during construction are reasonably expected to be minor and were thus not modeled. Ground disturbance would be limited to 411 square feet at the Corral Hollow site and 22 square feet at the Thomas Shaft site and would be completed within a few days at each site such that dust emissions during construction would be minor.

Two propane tanks and a new SFPUC emergency backup generator would be installed at the Corral Hollow site to power the new radio equipment to be installed in the shelter. The generator would be propane unlike the existing diesel generator because it burns cleaner than diesel fuel. The emergency backup generator would only be tested intermittently and use propane such that operational emissions would be negligible. As a result, the Project is not anticipated to result in a substantial increase in emissions during operation. After construction, the disturbed areas would be covered with gravel and rock similar to existing conditions, such that dust emissions are not anticipated to increase during operation of the sites.

Given the Project would generate minimal criteria air pollutant emissions during construction and operation and would generate only short-term and minimal dust emissions during construction, adverse effects on air quality are not expected.

Biological Resources

The Project sites are within previously disturbed or paved/gravel areas and there is no critical habitat present at any of the sites. The Project would not trim or remove trees or demolish buildings with eaves that could have nesting migratory birds or roosting bats. The Thomas Shaft, Sunol Ridge, Sunol Valley Water Treatment Plant, and the Sunol Yard Communication Shop sites are among trees that could provide habitat for nesting birds. Additionally, pallid bat (*Antrozous pallidus*) is known to occur in the Sunol Valley Water Treatment Plant site area.. It is unlikely that nesting birds and roosting bats, if present in the trees adjacent to the Sunol Ridge, Sunol Valley Water Treatment Plant, and Sunol Yard Communication Shop sites, would be adversely affected given the use of hand tools only at these sites.

However, at the Thomas Shaft site where some heavy equipment would be used, and out of an abundance of caution at the Sunol Ridge, Sunol Valley Water Treatment Plant, and Sunol Yard Communication Shop sites, in accordance with SFPUC Standard Construction Measure Number 7, if work would occur at these sites during the nesting season (February 15 to August 31) or at the Sunol Valley Water Treatment Plant site during the bat roosting season (April 15 through August 31), a qualified biologist would conduct a survey of the sites and the immediate surrounding area for active migratory bird nests (containing eggs or chicks or raptors showing mating behavior) and roosting bats. If present, measures would be implemented in consultation with the Project biologist to ensure active nests or roosts are not destroyed or

adversely affected, such as establishing work buffer zones, restricting certain types of activities, monitoring, or delaying activities until the young have fledged.

Additionally, the following special-status wildlife are known to generally occur in the Project areas (CNDDB, 2022):

- **Corral Hollow**: San Joaquin pocket mouse, California glossy snake (*Arizona elegans occidentalis*), California red-legged frog (*Rana draytonii*), foothill yellow-legged frog (*Rana boylii*), least Bell's vireo (Vireo bellii pusillus), San Joaquin coachwhip (*Masticophis flagellum ruddocki*), San Joaquin kit fox (*Vulpes macrotis mutica*), and western spadefoot (*Spea hammondii*)

- **Thomas Shaft**: Townsend's big-eared bat (*Corynorhinus townsendii*), pallid bat (*Antrozous pallidus*), San Joaquin pocket mouse (*Perognathus inornatus*), coast horned lizard (*Phrynosoma blainvillii*), and California tiger salamander (*Ambystoma californiense)*

Although Townsend's big-eared bat has been observed in the Thomas Shaft site area, the site does not provide suitable habitat for Townsend's big-eared bat (typically caves, tunnels, mines, and buildings).

In accordance with SFPUC Standard Construction Measure Number 7, a qualified biologist would survey these sites and the immediate surrounding area to identify if any of these species are present. If species are present, measures would be implemented, in consultation with the Project biologist, to ensure the species are not adversely affected.

With the inclusion of these measures, adverse effects to biological resources are not expected.

Cultural Resources

The Project would not affect any built environment features except the existing lattice towers and existing concrete and steel communications equipment shelters within the sites. The existing shelters and towers were built in the 1950s and 1960s, although some shelters have been added over time and the tower at Corral Hollow was replaced in 2007 by the other communication equipment owners. Although the shelters and towers are greater than 50 years old, the Project would not modify the exterior of the shelters and the same type of equipment as already exists on the towers would be replaced or added.

Thus, the Project would not be anticipated to adversely affect these communications structures.

Only two Project sites, Corral Hollow and Thomas Shaft, would involve ground disturbance. As per consultation with the San Francisco Planning Department Archaeologist (Lentz, 2022), the Corral Hollow site has low sensitivity for prehistoric and historical resources. Prehistoric sensitivity is low because the Corral Hollow site it on top of a hill, there are no bedrock outcroppings, and the site does not have characteristics that would make it a prime hunting or transportation place. The site has low historic sensitivity because there is no evidence that it would have any deposits associated with ranching or subsequent activities per historical maps. The Thomas Shaft site was previously reviewed for pre-historic archeological resources and no existing sites were identified and it was determined that sensitivity for buried prehistoric resources at the site is low.[1] As per consultation with the San Francisco Planning Department Archaeologist (Lentz, 2022), because the previous evaluation is dated, the tower foundation would be deep, and there are known resources with the general area, including historic period use, cultural resource awareness training is required. Accordingly, SFPUC Standard Construction Measure 9, Archaeological Measure I (Unanticipated Discovery) is included in the Project to address the potential for archaeological discoveries during construction at the Corral Hollow and Thomas Shaft sites. This measure requires resources protection and assessment measures to be implemented in the event of a discovery during construction and requires on-site discovery training for the Thomas Shaft site. Archaeological Measure II (monitoring) and/or Archaeological Measure III (Testing/Data Recovery) would be implemented in the event of a discovery during construction. With the inclusion of this measures, adverse effects to archaeological resources are not expected.

Hazards and Hazardous Materials

Based on the State Water Resources Control Board (SWRCB) Geotracker and State Department of Toxic Substances Control (DTSC) Envirostor databases, there are no leaking underground (fuel) storage tank cleanup sites or other hazardous materials sites in the Project vicinity.

The SFPUC and its contractor would comply with SFPUC Standard Construction Measure Number 6, which requires the appropriate storage and

[1] San Joaquin Regional Water Quality Improvement Project (Final Environmental Impact Report, Case No. 2007.0427E)

handling of construction materials, including any hazardous materials (i.e., paints, fuel, etc.) while on site, as well as the appropriate treatment, containment, and removal of hazardous materials (i.e., soil, groundwater or vapor) should they be encountered during Project activities, which is unlikely given the absence of any known contamination sources and limited ground disturbance. Therefore, adverse effects related to hazardous materials are not expected.

Noise

Short-term and intermittent daytime noise would be generated by Project construction activities between 7:00 a.m. and 5:00 p.m. Monday through Friday, which complies with the allowable construction hours in the noise ordinances for Alameda County and San Joaquin County. Further, except for the Sunol Yard Communication Shop site as discussed below, there are no sensitive noise receptors near the sites that could be affected by noise.

The Sunol Yard Communication Shop site is located approximately 200 feet from a school and directly adjacent to a residence (approximately 50 feet). If the Network Control Station (a computer) is located at this site[2], it would be placed within the existing building and approximately15 to 20 feet of phone and communication lines would be installed from an existing utility pole to the building. This work would completed with a crew using a bucket truck and hand tools(no heavy equipment would be used), and the installation would take approximately five working days. Because any noise generated at this site would occur during daytime allowable construction house and would be minor and temporary and short in duration, adverse noise effects during construction are not expected

The only new noise source associated with operation of the Project would be the new emergency backup generator to be installed at the Corral Hollow site. This site is in a remote location such that there are no sensitive noise receptors that would hear the generator when it is tested intermittently.

Therefore, adverse noise effects from the Project are not expected.

Transportation

Traffic generated by the Project would be limited to a minimal number of

[2] Alternative as described in Table 1, the Network Control Station maybe installed at the Sunol Yard in the existing server room, which is among other Yard facilities and away from sensitive receptors.

vehicles (eight per day per site) using existing paved and dirt roads. Vehicles and equipment would be parked at the existing sites during construction. Based on the limited number of vehicles and equipment, short Project duration, and remote location of roads and sites, traffic delays are not expected. Therefore, adverse effects to transportation are not expected.

Water Quality

No construction would occur within waters of the United States or the State. Ground disturbance would be limited to two sites and would occur on rocky soil that is typically not susceptible to erosion. Project activities would not alter any drainage patterns or adversely affect water quality. Therefore, adverse effects to water quality are not expected.

CEQA COMPLIANCE/RECOMMENDATION

Based on the description of the proposed Project and evaluation above, the SFPUC recommends that it is categorically exempt under CEQA Sections 15301 Class 1 (Existing Facilities) and 15302 Class 2 (Replacement or Reconstruction). Class 1 consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use. Class 2 consists of the replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced.

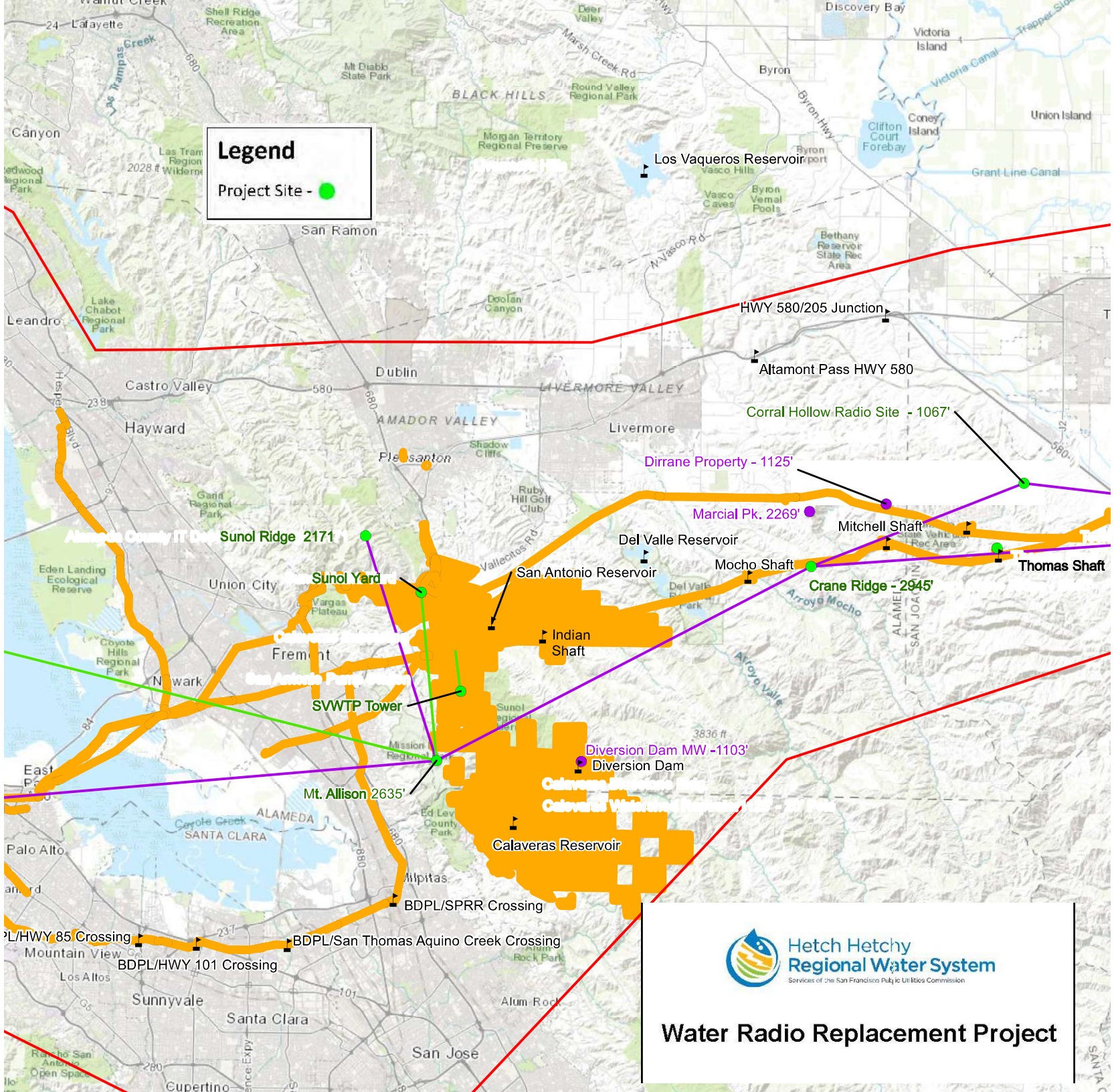
Sincerely,

Kimberly Stern Liddell

On Behalf of Karen E. Frye, AICP
Acting Manager, Environmental Management

Attachment 1: Water Radio East Bay Region Sites Locations Map

cc: Fonda Davidis, SFPUC Project Manager
Kimberly Liddell, SFPUC Environmental Construction Compliance Manger/Environmental Project Manager
Whitney Broeking, SFPUC Environmental Project Manager


Legend
Project Site -
Los Vaqueros Reservoir
HWY 580/205 Junction
Altamont Pass HWY 580
Corral Hollow Radio Site - 1067'
Dirrane Property - 1125'
Marcial Pk. 2269'
Mitchell Shaft
Thomas Shaft
Crane Ridge - 2945'
Mocho Shaft
Del Valle Reservoir
San Antonio Reservoir
Sunol Ridge 2171'
Sunol Yard
SVWTP Tower
Indian Shaft
Diversion Dam MW -1103'
Diversion Dam
Mt. Allison 2635'
Calaveras Reservoir
BDPL/SPRR Crossing
BDPL/San Thomas Aquino Creek Crossing
BDPL/HWY 101 Crossing
BDPL/HWY 85 Crossing
Hetch Hetchy Regional Water System
Services of the San Francisco Public Utilities Commission
Water Radio Replacement Project

PUBLIC UTILITIES COMMISSION

City and County of San Francisco

RESOLUTION NO. **14-0112**

WHEREAS, The San Francisco Public Utilities Commission (SFPUC) currently relies on an antiquated and inadequate communication system and desires to upgrade that system in order to improve and to provide communication capabilities where none exists at twenty sites from Calaveras Substation to Moccasin Peak to improve safety and security, and to provide remote valve control of the San Joaquin Pipelines; and

WHEREAS, The Commission, at its June 10, 2014 hearing awarded DB-124, the San Joaquin Valley Communication System Upgrade Project and authorized the General Manager to execute a DBA with Communication Services, Inc., the lowest, qualified, responsible and responsive bidder, under Resolution No. 14-009; and

WHEREAS, Three of the twenty sites to be served by the San Joaquin Valley Communication System Upgrade Project are located on premises not owned by the SFPUC; and

WHEREAS, Communications & Control Inc. (C&C), owns certain real property known as a portion of Assessor's Parcel No. 96-90-5-7, on Mt. Allison in Alameda County, California (the Mt. Allison Premises), and leases from Robert LaRue certain real property known as a portion of Assessor's Parcel No. 006-070-021 in Contra Costa County, California (the Livermore Hills Premises); and

WHEREAS, The City and County of San Francisco (City), through the SFPUC, currently leases space at the Mt. Allison site for existing communications equipment under a lease that is scheduled to expire on October 31, 2014, and wishes to enter into a new lease with C&C for the expanded Mt. Allison Premises, for a term of five years with four (4) five-year renewal options, at an initial annual rental rate of approximately $45,000, with three percent annual rent increases; and

WHEREAS, The City, through the SFPUC, currently occupies space at the Livermore Hills site for existing communications equipment under a sublease with C&C, and wishes to enter into an Amendment to that sublease for expanded premises and a term of five years with four (4) five-year renewal options, at an initial annual rental rate of approximately $14,900, with three percent annual rent increases; and

WHEREAS, TriStar Investors, Inc.(TriStar) owns certain real property known as a portion of Assessor's Parcel No. 081-012-004-000, in Stanislaus County, California (the Modesto Premises); and

WHEREAS, The City, through the SFPUC, wishes to enter into a license agreement with TriStar for the Modesto Premises, for a term of five years with four (4) five-year renewal options, at an initial annual rental rate of approximately $18,600, with three percent annual rent increases; and

WHEREAS, On June 27, 2013 the Environmental Review Officer adopted the Initial Study/Final Mitigated Negative Declaration (FMND) for the San Joaquin Valley Communication System Upgrade Project and on July 23, 2013 this Commission adopted the FMND, the Mitigation Monitoring and Reporting Program (MMRP), and the California Environmental Quality Act (CEQA) findings and authorized the project to proceed as a Design-Build Project under Resolution No. 13-0057; and

WHEREAS, The Commission has reviewed and considered the information contained in the FMND, the findings contained in SFPUC Resolution No. 13-0057 and all written and oral information provided by the Planning Department, the public, relevant public agencies, SFPUC and other experts and the administrative files for the Project; now, therefore, be it

RESOLVED, That the Commission has reviewed and considered the FMND and record as a whole, finds that the FMND is adequate for its use as the decision–making body for the action taken herein approving the Lease Agreements and incorporates the CEQA findings contained in Resolution No. 13-0057 by this reference thereto as though set forth in this Resolution; and be it

FURTHER RESOLVED, That the Commission finds that since the FMND was finalized, there have been no substantial project changes and no substantial changes in project circumstances that would require major revisions to the FMND due to the involvement of new significant environmental effects or an increase in the severity of previously identified significant impacts, and there is no new information of substantial importance that would change the conclusions set forth in the FMND; and be it

FURTHER RESOLVED, That this Commission hereby approves the terms and conditions and authorizes the SFPUC General Manager, following approval by the Board of Supervisors and Mayor, to execute (1) a Lease between C&C, as landlord, and the City, through the SFPUC, as tenant for the Mt. Allison Premises and (2) a Sublease Amendment between C&C, as sublandlord, and the City, through the SFPUC, as subtenant, for the Livermore Hills Premises, and (3) a Lease by and between TriStar and the City, through the SFPUC, as licensee, for the Modesto Premises, on the terms described above (together the Lease Agreements), in substantially the forms on file with the Commission Secretary; and be it

FURTHER RESOLVED, That this Commission hereby authorizes the General Manager of the San Francisco Public Utilities Commission to enter into future amendments to the Lease Agreements to expand the premises to include additional SFPUC communications antennas and equipment, as needed by SFPUC, provided that such amendments do not increase the rent under any one of the Lease Agreements by more than twenty (20%) percent, and to seek similar authorization from the Board, if required; and be it

FURTHER RESOLVED, That this Commission hereby authorizes the General Manager of the San Francisco Public Utilities Commission to enter into any other amendments or modifications to the Lease Agreements that the General Manager determines, in consultation with the City Attorney, are in the best interest of the City; do not materially increase the obligations or liabilities of the City or materially diminish the benefits to the City, are necessary or advisable to effectuate the purposes and intent of the Lease Agreements or this resolution; and are in compliance with all applicable laws, including the City Charter.

I hereby certify that the foregoing resolution was adopted by the Public Utilities Commission at its meeting of July 8, 2014

Donna Hood

Secretary, Public Utilities Commission

PUBLIC UTILITIES COMMISSION

City and County of San Francisco

RESOLUTION NO. **25-0005**

WHEREAS, On November 1, 2005, the City and County of San Francisco (City), through its Public Utilities Commission (SFPUC), entered into a Radio Communications Site Lease with Communication and Control, Inc. (Landlord) and, on July 1, 2012, SFPUC and the Landlord entered into a subsequent Radio Communications Site Lease (Original Leases) to lease certain space from Landlord on Landlord's real property, designated as a portion of Alameda County Assessor's Parcel No. 096-0090-005-07 (Property), on which Landlord owns and operates communications towers and equipment shelters and other associated ground facilities (Existing Premises) for the SFPUC's antennas and equipment (SFPUC Facilities); and

WHEREAS, The Original Leases expired, and, on April 1, 2015, SFPUC and Landlord entered into a new Radio Communications Site Lease (Existing Lease), which allows City to (1) continue leasing the Existing Premises, (2) construct a new tower for one of City's existing antennas and affix an additional antenna, and (3) lease other space in the shelter for additional equipment; and

WHEREAS, The July 8, 2014, Commission Resolution No. 14-0112 and October 28, 2014, Board of Supervisors Resolution No. 401-14, which the Mayor approved on November 7, 2014, authorized the SFPUC General Manager to enter into any future amendments to add additional facilities or expand the Premises to include additional SFPUC communications antennas and equipment, provided that such amendments do not increase the rent under the Existing Lease by more than 20 percent; and

WHEREAS, SFPUC now seeks to enter into Amendment No. 1 (Amendment) to the Existing Lease to expand the area of the Existing Premises (Expanded Premises) and allow the SFPUC to install, operate, and maintain additional equipment within the existing equipment shelter and antenna appurtenances on the tower located on the Existing Premises (Additional SFPUC Facilities); and

WHEREAS, The Monthly Base Rent for the Existing Premises and Expanded Premises is $9,080, subject to adjustment as provided in the Existing Lease. The Monthly Base Rent for the approved Additional SFPUC Facilities is $3,366. In addition, the SFPUC agrees to take over the applicable electrical utility meter on the PG&E account from Landlord and pay all electrical costs, and Landlord agrees to pay for all gas costs; and

WHEREAS, The new Monthly Base Rent for the Expanded Premises and the Additional SFPUC Facilities increases the rent under the Existing Lease by more than 20 percent. The 2014 Resolutions therefore require the Amendment to be authorized by the SFPUC Commission, subject to approval by the Board of Supervisors and the Mayor; and

WHEREAS, On September 26, 2022, the San Francisco Planning Department determined the SFPUC - Water Radio Replacement Project, East Bay Sites to be categorically exempt from

environmental review under the CEQA Guidelines sections 15301, Class 1 (Existing Facilities) and 15302, Class 2 (Replacement or Reconstruction) under Case Number 2022-008210ENV; and the Amendment includes work at the Expanded Premises (Mt. Allison), one of the East Bay Water Radio Replacement Project sites, and the Amendment work is within the scope of the project authorized under the Categorical Exemption; now, therefore, be it

RESOLVED, That this Commission hereby ratifies, approves, and authorizes all actions taken to date by any City official in connection with the Amendment; and, be it

FURTHER RESOLVED, That this Commission hereby approves the terms and conditions of the Amendment and authorizes and directs the General Manager to execute the Amendment, subject to the approval of the Board of Supervisors and Mayor; and, be it

FURTHER RESOLVED, That this Commission hereby authorizes the General Manager to enter into any amendments or modifications to the Amendment, including without limitation, the exhibits, that the General Manager determines, in consultation with the City Attorney, are in the best interest of the City; do not materially increase the obligations or liabilities of the City; are necessary or advisable to effectuate the purposes and intent of the Amendment, or this resolution; and are in compliance with all applicable laws, including the City Charter.

I hereby certify that the foregoing resolution was adopted by the Public Utilities Commission at its meeting of January 14, 2025.

Director of Commission Affairs
San Francisco Public Utilities Commission

Docusign Envelope ID: E7298728-A3B5-4B9B-8FE4-DE4A46FE3C10

San Francisco Ethics Commission
25 Van Ness Avenue, Suite 220, San Francisco, CA 94102
Phone: 415.252.3100 . Fax: 415.252.3112
ethics.commission@sfgov.org . www.sfethics.org

Received On:

File #:

Bid/RFP #:

Notification of Contract Approval

SFEC Form 126(f)4
(S.F. Campaign and Governmental Conduct Code § 1.126(f)4)
A Public Document

Each City elective officer who approves a contract that has a total anticipated or actual value of $100,000 or more must file this form with the Ethics Commission within five business days of approval by: (a) the City elective officer, (b) any board on which the City elective officer serves, or (c) the board of any state agency on which an appointee of the City elective officer serves. For more information, see: https://sfethics.org/compliance/city-officers/contract-approval-city-officers

Incomplete - Pending Signature

1. FILING INFORMATION

TYPE OF FILING	DATE OF ORIGINAL FILING (*for amendment only*)
Original	
AMENDMENT DESCRIPTION – Explain reason for amendment	

2. CITY ELECTIVE OFFICE OR BOARD

OFFICE OR BOARD	NAME OF CITY ELECTIVE OFFICER
Board of Supervisors	Members

3. FILER'S CONTACT

NAME OF FILER'S CONTACT	TELEPHONE NUMBER
Legislative Clerks Division	415-554-5184
FULL DEPARTMENT NAME	**EMAIL**
Office of the Clerk of the Board	Board.of.Supervisors@sfgov.org

4. CONTRACTING DEPARTMENT CONTACT

NAME OF DEPARTMENTAL CONTACT	DEPARTMENT CONTACT TELEPHONE NUMBER
Josh Keene	415-554-1522
FULL DEPARTMENT NAME	**DEPARTMENT CONTACT EMAIL**
PUC Real Estate Division	JKeene@sfwater.org

Docusign Envelope ID: E7298728-A3B5-4B9B-8FE4-DE4A46FE3C10

5. CONTRACTOR	
NAME OF CONTRACTOR Communication & Control, Inc.	**TELEPHONE NUMBER** 408-377-2900
STREET ADDRESS (including City, State and Zip Code) 2633 S Bascom Ave, Campbell CA 95008	**EMAIL**

6. CONTRACT		
DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)	**ORIGINAL BID/RFP NUMBER**	**FILE NUMBER (*If applicable*)**
DESCRIPTION OF AMOUNT OF CONTRACT 108,954.12 Annual Base Rent		
NATURE OF THE CONTRACT *(Please describe)* Amendment to a lease for a communication services facility to allow the City to operate additional radio communication equipment within an existing equipment shelter and on an existing tower located on the premises for the duration of the original term of the lease, upon approval by the Board of Supervisors.		

Incomplete - Pending Signature

7. COMMENTS
Annual Base Rent increases 4% annually. City is to take over the electrical utility meter for the related PG&E account and pay all electrical costs directly.

8. CONTRACT APPROVAL	
This contract was approved by:	
☐	**THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM**
☒	**A BOARD ON WHICH THE CITY ELECTIVE OFFICER(S) SERVES** Board of Supervisors
☐	**THE BOARD OF A STATE AGENCY ON WHICH AN APPOINTEE OF THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM SITS**

Docusign Envelope ID: E7298728-A3B5-4B9B-8FE4-DE4A46FE3C10

9. AFFILIATES AND SUBCONTRACTORS			
List the names of (A) members of the contractor's board of directors; (B) the contractor's principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.			
#	**LAST NAME/ENTITY/SUBCONTRACTOR**	**FIRST NAME**	**TYPE**
1	McQueen/C&C, Inc.	Scott	COO
2	McQueen/C&C, Inc.	Randee	CFO
3	McQueen/C&C, Inc.	Loree	Board of Directors
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9. AFFILIATES AND SUBCONTRACTORS			
List the names of (A) members of the contractor's board of directors; (B) the contractor's principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.			
#	**LAST NAME/ENTITY/SUBCONTRACTOR**	**FIRST NAME**	**TYPE**
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Docusign Envelope ID: E7298728-A3B5-4B9B-8FE4-DE4A46FE3C10

9. AFFILIATES AND SUBCONTRACTORS			
List the names of (A) members of the contractor's board of directors; (B) the contractor's principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.			
#	**LAST NAME/ENTITY/SUBCONTRACTOR**	**FIRST NAME**	**TYPE**
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☐	Check this box if you need to include additional names. Please submit a separate form with complete information. Select "Supplemental" for filing type.		

Incomplete - Pending Signature

10. VERIFICATION	
I have used all reasonable diligence in preparing this statement. I have reviewed this statement and to the best of my knowledge the information I have provided here is true and complete. **I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.**	
SIGNATURE OF CITY ELECTIVE OFFICER OR BOARD SECRETARY OR CLERK BOS Clerk of the Board	**DATE SIGNED**

San Francisco
Water Power Sewer
Services of the San Francisco Public Utilities Commission

525 Golden Gate Avenue, 13th Floor
San Francisco, CA 94102
T 415.554.3155
F 415.554.3161
TTY 415.554.3488

FROM: **Jeremy Spitz, Policy and Government Affairs**

DATE: **January 24, 2025**

SUBJECT: **[Real Property Lease Amendment- Communication and Control, Inc. - Communication Services Facilities in Alameda County - Monthly Base Rent $9,080]**

Please see attached a proposed Resolution 1) approving and authorizing the General Manager of the San Francisco Public Utilities Commission (SFPUC) to execute Amendment No. 1 (Amendment) to the Radio Communications Site Lease dated April 1, 2015, between the City and County of San Francisco, through the SFPUC, as the tenant, and Communication and Control, Inc., as the landlord, to allow the SFPUC to expand the leased premises on a portion of Assessor's Parcel No. 096-0090-005-07 in unincorporated Alameda County and operate additional radio communication equipment on the tower located on the premises for an initial Monthly Base Rent of $9,080 for the lease of the expanded premises; 2) affirming the San Francisco Planning Department's determination under the California Environmental Quality Act, pursuant to San Francisco Administrative Code, Section 31.04(h); and 3) authorizing the General Manager of the SFPUC and/or City's Director of Property to execute documents, make certain modifications, and take certain actions in furtherance of this Resolution, as defined herein; and to authorize the SFPUC General Manager and/or City Director of Property to enter into any amendments or modifications to the Amendment, including without limitation, the exhibits, that the General Manager determines, in consultation with the City Attorney, are in the best interests of the City; do not materially increase the obligations or liabilities of the City; are necessary or advisable to effectuate the purposes and intent of the Amendment, or this resolution, pursuant to Charter Section 9.118.

The following is a list of accompanying documents:

- Proposed Resolution (Word Doc Version)
- Draft Amendment No. 1 (PDF Version)
- Expanding Premises and Additional City Facilities (PDF Version)
- Additional SFPUC Equipment Rent (PDF Version)
- SF Planning Environmental Review (PDF Version)
- SFPUC Resolution No. 25-0005 (PDF Version)
- Form 126 (PDF Version)

Daniel L. Lurie
Mayor

Kate H. Stacy
President

Joshua Arce
Vice President

Avni Jamdar
Commissioner

Steve Leveroni
Commissioner

Dennis J. Herrera
General Manager

- Original Lease 11.01.2005 (PDF Version)
- Original Lease 07.01.2012 (PDF Version)
- SFPUC Resolution No. 14-0112 (PDF Version)
- Existing Lease 04.01.2015 (PDF Version)
- Existing Premises and City Facilities (PDF Version)

Please contact Jeremy Spitz at jspitz@sfwater.org if you need any additional information on these items.