

<p>Location of Lease Area</p> <p><b>SAN BRUNO MOUNTAIN STATE PARK (205) SAN MATEO COUNTY</b></p>
<p>Agency Department of Parks and Recreation</p>

**TELECOMMUNICATION GROUND LEASE**

**Emergency Management Radio Tower  
Essential Public Safety - South Hill Site**

DGS Lease No.:  
CDPR Lease No.: 660-2016-030  
Project No. 010686

**Lessee: City and County of San Francisco**

**THIS LEASE**, dated for reference purposes only, August 1, 2016, is made by and between the State of California, acting by and through the Department of General Services (DGS) with the consent of the California Department of Parks and Recreation (CDPR), hereinafter collectively referred to as STATE, and the City and County of San Francisco, hereinafter referred to as LESSEE.

**RECITALS**

**WHEREAS**, pursuant to Section 14670.12 of the Government Code, the DGS, with the consent of the State agency concerned, may lease real property owned by the STATE, not exceeding five (5) acres, for a period not to exceed twenty-five (25) years to governmental entities to further the state's mission for providing emergency services, where the Director deems it is in the best interests of the STATE; and

**WHEREAS**, CDPR has under its jurisdiction certain real property in the County of San Mateo, State of California, commonly referred to as San Bruno Mountain State Park, hereinafter referred to as "SBMSP"; and

**WHEREAS**, CDPR took title to SBMSP in 1980 subject to a 1963 non-exclusive easement benefiting the City of Daly City for "the right and privilege of installing, inspecting, maintaining, replacing and using a water storage tank together with all water mains and appurtenances necessary for the storage and transmission of water together with an easement for a right of way for said water storage tank and water mains"; and

**WHEREAS**, the County of San Mateo operates SBMSP under an agreement with CDPR; and

**WHEREAS**, in 1998, the City and County of San Francisco constructed a 40-foot telecommunications tower within the City of Daly City's easement area with the approval and agreement of the City of Daly City without the knowledge or consent of the landowner and without environmental review; and

**WHEREAS**, CDPR first became aware of the existence of the 40-foot tower in 2006; and

**WHEREAS**, LESSEE desires to begin leasing the property described herein from STATE for operation of the existing 40-foot telecommunications tower; and

**WHEREAS**, the operation of a telecommunications tower within the easement area held by the City of Daly City does not interfere with Daly City's full use and enjoyment of its easement, as evidenced by CCSF (LESSEE's) letter of agreement with City of Daly City, dated October 6, 2014, attached hereto and incorporated by reference herein, as Exhibit "D".

**WHEREAS**, it is in the best interests of the STATE that such a lease be consummated between STATE and LESSEE on the terms and conditions herein contained.

**NOW THEREFORE**, the parties agree to the provisions that follow and are incorporated herein as:

- Section 1: Site Specific Provisions
- Section 2: Ground Lease Specific Provisions
- Section 3: Standard Provisions

**EXHIBITS.** The following Exhibits are attached to this Telecommunications Ground Lease and are incorporated by reference herein.

- Exhibit A-1 Legal Description of Lease Area
- Exhibit A-2 Plan depicting Legal description of Lease Area
- Exhibit A-3 Plan depicting area calculation of Lease Area
- Exhibit B-1 Vicinity and Project Area Map
- Exhibit B-2 Project Images
- Exhibit C Project Description (revised scope) July 2016
- Exhibit D CCSF Letter of 10-6-14 signed by Daly City consenting to CCSF use over easement
- Exhibit E Additional CCSF Provisions

**SECTION 1 – SITE SPECIFIC PROVISIONS****WITNESSETH****PROPERTY  
DESCRIPTION**

1. STATE does hereby lease to LESSEE and LESSEE does hereby hire from STATE an area of approximately 859 square feet, inclusive of existing appurtenances, including existing concrete pad and equipment tower, an equipment shelter building, an existing fenced generator area, and existing air conditioning units, hereinafter referred to as "Lease Area", located at SBMSP, in the County of San Mateo, State of California, and as described on Exhibit "A" (sheets "A-1", A-2, and A-3") and shown on Exhibits "B-1" and "B-2," which are by this reference incorporated herein and made a part hereof, together with:

Access: Non-exclusive right of ingress and egress from the terminus of the access road to the above described leased areas.

LESSEE has submitted to STATE a comprehensive Radio Vault Space Application (TD-311) inclusive of all equipment currently installed at the site, which application has been filed with the Telecommunications Unit of the Law Enforcement & Emergency Services Division of the CDPR. Said record is intended for reference purposes only and accordingly shall not require the submission by LESSEE of an administrative application or Technical Analysis Fees or other fees customarily associated with the submission of a TD-311 Application.

LESSEE shall submit a Radio Vault Space Application (TD-311) and any associated fees, as may be determined by State at the time each new, additional antenna or equipment addition is contemplated following the initial antenna exchange and equipment installation permitted by this Lease. Any additional equipment installation or modification proposed subsequent to the Commencement Date of this Lease by LESSEE must meet the requirements as outlined in Section 1, Item 11, Improvements & Modifications; Section 2, Item 3, Fees Assessed Lessee For Changes and Section 3, Item 2, Lease Modification Fees. Said TD-311 Application, complete with attachments and approval documentation by Office of Emergency Services (OES), Public Safety Communications (PSC), will be available upon request.

**USE**

2. (a) The Lease Area shall be used during the term hereof solely and only for the purpose of enabling Lessee and its agents and contractors, to repair, maintain and operate in, on and upon the Lease Area the existing 40 foot telecommunications tower for the purpose of providing wireless coverage for public agencies, public safety services, and other critical and emergency public services. The site shall not be utilized for commercial or non-public agency purposes. The Project Description, prepared by San Francisco Department of Emergency Management, dated July 2016, is attached hereto as Exhibit "C", and by reference incorporated herein.

(b) LESSEE shall at its sole cost and expense, comply with all of the requirements of all Municipal, State and Federal statutes, laws, ordinances and regulations now in force, or which may be in force pertaining to LESSEE's facilities on the Lease Area.

LESSEE shall make available and reserve, reasonable rack space in the vault and one (1) available corresponding antenna position space on the tower for future CDPR use at no cost to STATE. LESSEE will make all reasonable efforts to timely accommodate State's request for occupancy in the vault and on the tower upon State's written request.

### SECTION 1 – SITE SPECIFIC PROVISIONS

**TERM** 3. The term of this Lease shall be for twenty-five (25) years, commencing on July 1, 2017, and terminating on June 30, 2042, with such rights of termination as may be hereinafter expressly set forth. IF LESSEE determines that the facilities are no longer required, it may terminate this Lease by providing to STATE ninety (90) day notice of termination, in which case LESSEE shall return the Lease Area to STATE as set forth in Section 12.

**ADMINISTRATIVE FEE** 4. Upon execution of this lease LESSEE shall pay to CDPR the following one-time fee associated with development of this Lease:

(a) ONE THOUSAND FIFTEEN HUNDRED AND NO/100 DOLLARS (\$ 1,500.00) to cover administrative expenses associated with this Lease.

**BASE RENT PAYMENTS** 5. The first Base Rent Payment (public agency rate) is due concurrently with the commencement of this Lease and thereafter will be due and payable annually in advance, within ten (10) days of each anniversary date. LESSEE's payments shall display CDPR's Lease Number 660-2016-030 and shall be payable as follows:

#### BASE RENT SCHEDULE

<u>Year</u>	<u>Term</u>	<u>Due Date</u>	<u>Payable to CDPR</u>
1	07-01-17 to 06-30-18	07-01-17	\$ 43,884 annual rent
2	07-01-18 to 06-30-19	07-01-18	\$ 45,420 annual rent
3-25	Calendar year(s)	10 days prior	Adjusted 3.5% annually

CDPR Base Rent Payments shall be made payable to:

Department of Parks and Recreation  
 Bay Area District  
 845 Casa Grande Road  
 Petaluma, CA 94954-5804

Rent shall be due and payable to CDPR whether or not an actual invoice is sent by CDPR or received by LESSEE.

The BASE RENT is based upon a lease area not to exceed 2,500 sq.ft. and not to exceed sixteen (16) total antenna. If the antenna count ever exceeds 16 or the lease area is more than 2,500 sq. ft., then DPR/STATE reserves the right to increase the rent to then current rates accordingly.

**ROAD MAINTENANCE** 6. It shall be LESSEE's responsibility to reach an agreement with any easement holders for shared use of the access road which serves the water storage facilities and existing tower.

**SECTION 1 – SITE SPECIFIC PROVISIONS****STATE PARK  
BENEFIT**

7. (a) In light of LESSEE's past use of the Lease Area, LESSEE shall contribute a total of One Hundred Seventy-Five Thousand and No/100 Dollars (\$175,000.00) towards a State Park Benefit Fund to provide funding for the following projects and improvements to specifically enhance the public's use and enjoyment of SBMSP:

1. Old Guadalupe Trail Safety Corridor Project:  
To make safety, fuel reduction and vegetation improvements to the Guadalupe Trail and the Ed Baccaccio group camp area;
2. Seed Collection and Expansion Project:  
To facilitate the collection of native seeds throughout the SBM State Park for restorative native planting of sensitive areas throughout the park
3. Bog Area Stewardship Project:  
To further exotic and invasive weed control, fuel reduction, and restorative planting within the Coloma Creek and Bog areas.

(b) In light of LESSEE's contribution, STATE waives all claims against LESSEE, its officers, agents and employees, for loss or damage, including rent, caused by, arising out of, or in any way connected with LESSEE's past use of the Lease Area.

(c) The State Park Benefit payment shall be paid by LESSEE to STATE's park operator, San Mateo County, in two equal installments, the first within sixty (60) days of lease execution and the second, within thirty (30) days of the first anniversary of the lease Commencement Date and shall be remitted as follows:

Payee: **San Mateo County Parks**  
**FBO San Bruno Mt. State Park**

And mailed to:

San Mateo County Parks  
ATTN: Marlene Finley, Parks Director  
455 County Center, 4<sup>th</sup> Floor  
Redwood City, CA 94063

with copy of remittance advice to:

California Department of Parks and Recreation  
Bay Area District  
San Bruno Mt. SP - South Hill Telecom Site (L-660-2016-030 Park Benefit)  
845 Casa Grande Road  
Petaluma, California 94954

**UTILITIES**

8. CDPH makes no guarantee as to the availability or reliability of utilities available to the Lease Area. LESSEE is responsible for providing its own utilities at its sole cost and expense. If utilities are not available for a period of more than thirty (30) days, LESSEE shall have the right to terminate this Lease.

(a) LESSEE may be able to draw electricity from the STATE facility at the sole discretion of the state. In the event the facility power cannot support the

**SECTION 1 – SITE SPECIFIC PROVISIONS**

proposed improvements, LESSEE shall provide their own power to the site at LESSEE's sole cost and expense.

(b) STATE shall not be liable to LESSEE or third parties for failure to provide electricity due to rolling blackouts or other causes beyond STATE's control. LESSEE shall comply with energy conservation measures, Governor's Executive Orders other orders required by law, or reasonably required by STATE as the result of crisis of any kind.

**EARLY  
TERMINATION**

9. The parties hereto agree that either party may terminate this Lease at any time during the term hereof by giving written notice to the other party at least three hundred sixty five (365) days prior to the date when such termination shall become effective. If LESSEE fails to complete its move out within the notice period and remains on the Premises, additional rent shall be paid and prorated based on the actual number of days the LESSEE occupies the Premises following the effective date of termination.

**HOLDING  
OVER &  
LEASE  
RENEWAL**

10. (a) Any holding over by LESSEE after expiration or termination shall not be considered as a renewal or extension of this Lease. The occupancy of the Lease Area after the expiration or termination of this Lease shall constitute a month to month tenancy, and all other terms and conditions of this Lease shall continue in full force and effect, except for rents. During hold over, LESSEE shall be subject to a rent increase of ten percent (10 %) of the ending rent (as prorated on a monthly basis), payable monthly in advance.

(b) CDPR offers and LESSEE accepts no assurance that the Lease Area or any other comparable space or facilities at the site described herein will be made available to LESSEE beyond the term stated above or as said term is reduced as provided herein.

**IMPROVEMENTS  
& MODIFI-  
CATIONS**

11. LESSEE at its sole cost and expense may, subject to the "Fees Assessed Lessee For Changes" Section hereof, from time to time during its tenancy of the Lease Area:

(a) Connect wires and equipment to lines adjoining the Lease Area. All work done by LESSEE on the Lease Area shall be done in a lawful manner and in conformity with all applicable laws, ordinances, and regulations, and shall in no way impair visibility from any other existing improvement or installation of STATE or anyone claiming under it, and provided further that the Lease Area shall be kept free from any and all liens and charges on account of labor or materials used in or contributing to any work thereon.

(b) Furnish, install and use in, upon, and under, and remove from the Lease Area such wires, equipment and other property of whatsoever kind and nature as LESSEE deems necessary consistent with the purpose of this Lease as set forth in "Use" Section hereof.

(c) In making any excavation and/or installation of equipment on the Lease Area and/or easement areas, LESSEE shall make the same in good and safe manner consistent with industry standards, and shall replace the earth so removed by it and restore the surface of the ground and any improvement thereon to as near the same condition as they were prior to such excavation as is reasonably practicable, consistent with industry standards.

**SECTION 1 – SITE SPECIFIC PROVISIONS**

(d) Improve the Lease Area in a manner consistent with the purposes of this Lease as set forth in "Use" Clause hereof, including but not limited to the installation, operation, maintenance, or removal of said communication equipment, provided that any such improvement or equipment shall be constructed or installed in such manner as not to materially impair visibility from any other improvement located on or near the Lease Area under control of STATE, and provided further that plans for the construction or enlargement of any improvement or external communication equipment, including antennas will be submitted to CDPR in advance of such construction or enlargement, and will be subject to written approval by CDPR. CDPR will not unreasonably withhold such approval. Such approval by CDPR will not constitute approval of any future communication equipment installed or to be installed by LESSEE, and will not relieve LESSEE of the obligation of complying with any and all terms and conditions of this Lease; LESSEE shall notify CDPR thirty (30) days prior to the actual construction.

**DISPOSITION  
OF IMPROVE-  
MENTS**

12. All improvements constructed on and all other improvements placed on the Lease Area or its appurtenances by LESSEE, and all wires, equipment, and other property placed in, upon, or under the Lease Area or its appurtenances by LESSEE shall remain the property of LESSEE and shall be removed by LESSEE, at its sole cost and expense, within sixty (60) days after expiration of this Lease, or within one hundred twenty (120) days after any earlier termination of this Lease. If LESSEE fails to do so within the above time frames, STATE may do so at the risk of LESSEE, and all cost and expense of such removal as aforesaid shall be paid by LESSEE on demand if LESSEE does not initiate and diligently prosecute to completion the removal. Notwithstanding the above, upon expiration or any said termination of LESSEE's tenancy, LESSEE may meet and confer in writing with the STATE to request additional time to relocate its emergency systems tower and associated antennas, and may, with the written consent of STATE, abandon in place any and all of said improvements, whereupon title to said improvements as abandoned by LESSEE shall vest in STATE.

**NOTICES**

13. (a) All notices or other communications required or permitted hereunder shall be in writing with **CDPR Lease Number 660-2016-030** prominently displayed, and sent by overnight courier, registered mail, certified mail, or postage prepaid mail to the addresses set forth below. All such notices or other communications shall be deemed received upon the date of delivery receipt or rejection to the address of the person to receive such notice if received.

**TO DGS: Department of General Services**

Department of General Services  
Real Estate Services Division  
SOLD  
P.O. Box 989052  
West Sacramento, CA 95798-9052  
(916) 375-4025

Department of General Services  
Real Estate Services Division  
SOLD  
707-3rd Street, MS 505  
West Sacramento, CA 95605

### SECTION 1 – SITE SPECIFIC PROVISIONS

**TO CDPR:** California Department of Parks and Recreation  
CDPR - Bay Area District  
845 Casa Grande Road  
Petaluma, CA 94954-5804  
(707) 769-5652

**COPIES TO:** ARPSD (Lease No. 660-2016-030)  
One Capitol Mall, Ste. 410  
Sacramento, CA 95814  
(916) 327-7302

**TO LESSEE:** City and County of San Francisco  
Real Estate Division  
25 Van Ness, Suite 400  
San Francisco, CA 94102  
(415) 554-9850

City and County of San Francisco  
Department of Emergency Management  
Public Safety Communications Manager  
1011 Turk Street  
San Francisco, CA 94102-3192

**COPIES TO:** City Attorney's Office  
City Hall, Room 234  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102  
Attn: RE/Finance; South Hill Tower/Antenna

(b) Notice of change of address or telephone shall be given by written notice in the manner described in this Clause. Each party is obligated to notice all offices listed above and the failure to provide notice to all offices will be deemed to constitute a lack of notice.

**LIENS**

14. (a) During continuance in force of this Lease, LESSEE shall keep the Lease Area free from any liens arising out of any work performed, materials furnished, or obligations incurred by LESSEE and shall indemnify, hold harmless and defend STATE from such liens and encumbrances arising out of any work performed or materials furnished by or at the direction of LESSEE or Contractors of LESSEE. Notice is hereby given that STATE shall not be liable for any work or materials furnished to LESSEE on credit and no mechanic's or other lien for any such work or materials shall attach to or affect STATE's interest in the Lease Area based on any work or materials supplied to LESSEE or anybody claiming through LESSEE. LESSEE shall within thirty (30) days after being furnished notice of filing of any such lien, initiate appropriate action to cause the lien to be removed and prosecute the same to completion.

(b) STATE shall have the right at all times to post and keep posted on the Lease Area any notices, permitted or required by law or that STATE deems proper for its protection and the protection of the Lease Area and STATE from liens.



**SECTION 1 – SITE SPECIFIC PROVISIONS****STATES RIGHT  
TO ENTER**

15. During continuance in force of this Lease, STATE, through its authorized agents, shall have the right at all reasonable times to go upon the Lease Area for survey, inspection or any other lawful STATE purpose, to the extent such access does not interfere with LESSEE'S uses.

LESSEE shall provide **all** keys, codes and/or combination required for access to the Lease Area **prior** to LESSEE making any changes to current security measures. LESSEE shall deliver a copy of any such key, code and/or combination to CDPR/Bay Area District, *District* Superintendent.

CDPR may enter LESSEE's portion of the Lease Area only upon twenty-four (24) hour notice to LESSEE except in the event of an emergency and with a LESSEE representative. In the event of an emergency, CDPR shall make reasonable efforts to notify LESSEE prior to entering the Lease Area. CDPR shall determine at its own discretion those events which constitute an emergency permitting access without twenty-four (24) hour notice.

**SIGNAGE**

16. LESSEE shall have the right to install and maintain identifying signs or other signs required by any governmental authority on or about the Lease Area, including any access road to the Lease Area. In order to ensure visual resources are not impaired CDPR's approval under this Clause will be contingent upon the reasonableness of such factors, including but not limited to, the language, size, color, and location of sign(s).

**SEPARATE  
COUNTER-  
PARTS**

17. This Lease may be executed in separate counterparts, each of which when so executed shall be deemed to be an original. Such counterparts shall, together, constitute and be one and the same instrument.

**COOPERATION  
DURING  
EMERGENCIES**

18. In the event of any emergency, the parties agree to cooperate in good faith to use the Lease Area and facilities as needed to address the emergency. STATE shall provide to LESSEE access to the Lease Area twenty-four (24) hours per day, seven (7) days per week, together with uninterrupted access thereto to the maximum extent possible, including, without limitation, during any power outages.

**ADDITIONAL  
CITY  
PROVISIONS**

19. The terms and provisions of Exhibit E are attached hereto and incorporated by reference into this Lease.

**End of Section 1**

**SECTION 2 – GROUND LEASE SPECIFIC PROVISIONS**

1. **ROAD ACCESS AND FEES.** STATE hereby makes no representation regarding ingress and egress rights via the access road that serves the Lease Area. LESSEE agrees to the following terms and conditions regarding the use of said access road:
  - (a) LESSEE shall exercise its right personally or through its authorized agents, employees, contractors, or servants whenever it is necessary.
  - (b) LESSEE shall use said road at its sole risk and avoid traveling upon it to the greatest practical extent at all times when weather conditions are such that excessive damage to the road surface may result from such use, and further, LESSEE shall, at its expense, promptly repair any road damage caused by its use, including such road surface protective features as water drains, berms, or culverts.
  
2. **ACCESS TO LEASE AREA.** Only the LESSEE, its properly qualified and authorized agents, employees, contractors and servants, shall have the right of ingress to and egress from said Lease Area. If communications equipment of LESSEE is operated or maintained by anyone other than its regular employees, the admission of such persons to said site shall be permitted only upon the express consent of CDPR having first been obtained.
  
3. **CHANGE IN EQUIPMENT.** Excluding the Project as set forth in Exhibit C, maintenance, and reasonable repairs, LESSEE shall not cause or permit any change of any equipment installed by LESSEE in the Lease Area, including power outputs or changes in the use of the frequencies described in the Exhibits herein attached, except upon making a written request to CDPR for each such transaction and the obtaining of CDPR's prior written consent which shall not be unreasonably withheld. Such consent may be subject to fees described in the "Lease Modification Fees," Clause 2 of the Standard Provisions in Section 3, and/or the "Technical Analysis Fees" Clause 4 below.
  
4. **TECHNICAL ANALYSIS FEES.** Any change in LESSEE's approved communication equipment requires technical approval from Office of Emergency Services-Public Safety Communications Office (OES-PSCO), consistent with the "Elimination of Interference" Clause 6 of this Section 2. To initiate approval for a change of equipment, LESSEE must first contact CDPR to obtain a current TD-311 application form. The LESSEE must comply with the terms of the TD-311 including payment of all fees described in the application (technical analysis and associated lease modification fees). Approval not to be unreasonably withheld.
  
5. **ELECTRONIC EQUIPMENT STANDARDS.** With regard to specific site standards and any other statutes pertaining to the use of electronic equipment: LESSEE agrees to install, maintain, and operate its electronic equipment in accordance with all such requirements. If LESSEE was in occupation under a previous Lease, LESSEE shall have one hundred and eighty (180) days from the commencement of this Lease to conform to any new site standards. LESSEE shall display on each piece of equipment the appropriate license from the federal regulatory agency.
  
6. **WORKMANSHIP STANDARDS.** The installation and maintenance of the electronic equipment of LESSEE shall be performed in a neat and workmanlike manner and shall conform in all respects to the applicable fire, safety and construction standards adopted by STATE.
  
7. **DISPOSITION OF LESSEE'S PERSONAL PROPERTY.**
  - (a) During the term of this Lease, all wires, equipment, and other personal property placed in, upon, or under the Lease Area by LESSEE shall remain the property of LESSEE and shall be removed by LESSEE, at its sole cost and expense within sixty (60) days after expiration of this Lease or one hundred and twenty (120) days any earlier termination of LESSEE's tenancy.
  - (b) Should LESSEE fail to remove said equipment and personal property within sixty (60) days after expiration or one hundred and twenty (120) days any earlier termination of the Lease, CDPR may do so at the risk of LESSEE. Upon written demand by CDPR, LESSEE shall immediately pay all costs and expenses of the removal of LESSEE's personal property and equipment.
  - (c) LESSEE may, however, with written consent of STATE, abandon in place any and all of LESSEE's equipment and personal property, whereupon, as abandoned, title to said improvements will vest in STATE.
  
8. **LESSEE GUARANTEES.** LESSEE hereby guarantees any and all work or services performed by LESSEE or LESSEE's properly qualified or authorized agents, employees, contractors and servants, in order to accomplish the installation and/or maintenance of their communications equipment.

**End of Section 2**

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**SECTION 3 – STANDARD PROVISIONS**

1. **PERMITS AND APPROVALS.** The parties agree that LESSEE's ability to use the Lease Area is dependent upon LESSEE obtaining all of the certificates, permits, licenses, and other approvals that may be required from any third party. CDPR will cooperate with LESSEE at no expense to CDPR, in LESSEE's effort to obtain such approvals in connection with said permits, licenses or other approvals.
2. **LEASE MODIFICATION FEES.** An administration/technical review fee shall be assessed for any action originated by LESSEE requiring lease administration or technical review staff work by CDPR, such as but not limited to, name changes, assignments of Lease or changes in equipment which result in an amendment to, or assignment of this Lease. To initiate such services, LESSEE must submit a written request to CDPR. The administration fee will be assessed at the prevailing rate in effect at the time the request is received. LESSEE will be required to remit the administration/technical review fee to the CDPR address listed in the "Notices" Clause of this Lease. If the request is found to be complex and/or requires non-standard handling for administrative services, the transaction will be billed at the current hourly rate for the actual additional hours required to complete the requested administrative/technical review services.
3. **DEFAULT.** LESSEE shall make all payments to CDPR without deduction, default or delay. In the event of the failure of LESSEE to do so, or in the event of a breach of any of the other terms, covenants or conditions herein contained on the part of LESSEE to be kept and performed, and if such default continues for a period of thirty (30) days after receipt of written notice from CDPR to LESSEE of such default, this Lease may, at CDPR's sole discretion, be terminated. In the event of termination of this Lease pursuant to this Clause, disposition of LESSEE's improvements and property shall be removed as set forth in Section 1, Site Specific Provisions, paragraph 12.. In the event CDPR terminates this Lease pursuant to this Clause, CDPR shall not be required to pay LESSEE any sum or sums whatsoever.
4. **INTEREST ON PAST DUE OBLIGATIONS.** CDPR may charge interest, for any amount due to CDPR but not paid when due, at a rate equal to the annual maximum rate allowable by law from the due date. Payment of such interest together with the amount due shall excuse or cure any default by LESSEE under the "Default" Clause herein.
5. **COMPLIANCE WITH LAWS.** LESSEE shall at its sole cost and expense comply with all the statutes, laws, ordinances and regulations of all municipal, state and federal authorities now in force or which may hereafter be in force pertaining to the Lease Area and use of the Lease Area as provided by this Lease.
6. **FAILURE TO PERFORM.** In the event of the failure, neglect, or refusal of LESSEE to do, or perform work, or any part thereof, or any act or thing in this Lease provided to be done and performed by LESSEE, CDPR will, at its option, have the right to do and perform the same, and LESSEE hereby covenants and agrees to pay CDPR the cost thereof on demand.
7. **ASSIGNMENT, SUBLETTING & CHANGE IN USE.** Excluding any of LESSEE'S departments, agencies, or divisions, LESSEE shall not transfer or assign ("assign" shall include any transfer of any ownership interest in the Lease by LESSEE or by any partner, principal, or controlling stockholder, as the case may be, from the original LESSEE, its partner or principal) this Lease, and shall not sublet, license, permit or suffer any use of the Lease Area or any part thereof, or lease space in any building or tower constructed on the land, or provide communications equipment for the use of others without first obtaining the written consent of CDPR, which consent shall not be unreasonably withheld or delayed.
8. **RIGHTS RESERVED BY STATE.**
  - (a) STATE reserves the right to use the real property involved (not including real property installed, erected or constructed by LESSEE) in any manner, including but not limited to the right to construct, place, maintain, use, operate, repair, replace, alter and move pipelines, conduits, culverts, ducts, fences, poles, electrical energy, power and communication lines, roads, bridges, subways, sidewalks, to grant easements over, across, upon and under said real property, and the continuous right of ingress to and egress from any portion or portions of said real property in such manner as not to create any unreasonable interference with the exercise of the rights granted to LESSEE.
  - (b) Any grant herein contained is subject to all valid and existing contracts, leases, licenses, easements, encumbrances and claims of title which may affect said facility.
  - (c) No priority or other rights will attach to the use of any space in CDPR's building or on said facility.
9. **PROHIBITED USES.** LESSEE shall not commit, suffer or permit any waste or nuisance on the Lease Area or on CDPR property or any acts to be done thereon in violation of any laws or ordinances, and shall not use or permit the use of the Lease Area for any illegal or immoral purposes. No dumping or refuse by LESSEE is permitted at the Lease Area. LESSEE agrees not to cut or remove any trees or brush thereon except as approved in writing in advance by CDPR except in or during an emergency. LESSEE agrees that it shall at all times exercise due diligence in the protection of the Lease Area and CDPR's property against damage or destruction by fire or other cause.
10. **FIRE AND CASUALTY DAMAGES.** STATE will not keep improvements which are constructed or installed by LESSEE under the provisions of this Lease insured against fire or casualty, and LESSEE shall make no claim of any nature against STATE by reason of any damage to the business or property of LESSEE in the event of damage or destruction by fire or other cause, arising other than from or out of negligence or willful misconduct of agents or employees of STATE in the course of their employment.
11. **ACTS OF NATURE.** If any of LESSEE's improvements or equipment is destroyed by acts of nature, LESSEE may replace them with improvements or equipment of the same general type that meets or exceeds the technical specifications of the original equipment that occupies no more physical space and that consumes no more electrical power. LESSEE shall immediately notify CDPR of such items and the date the replacement is completed.
12. **HAZARDOUS WASTE.** LESSEE agrees that it shall comply with all laws, federal, state, or local, existing during the term of this Lease pertaining to the use, storage, transportation, and disposal of any hazardous substance as that term is defined in such applicable law.

**SECTION 3 – STANDARD PROVISIONS**

(a) In the event STATE or any of its affiliates, successors, principals, employees, or agents should incur any liability, cost, or expense, including attorney's fees and costs, as a result of the LESSEE's illegal or alleged illegal use, storage, transportation, or disposal of any hazardous substance, including any petroleum derivative, the LESSEE shall indemnify, defend, and hold harmless any of these individuals against such liability.

(b) Where the LESSEE is found to be in breach of this Clause due to the issuance of a government order directing the LESSEE to cease and desist any illegal action in connection with a hazardous substance, or to remediate a contaminated condition caused by the LESSEE or any person acting under LESSEE's direct control and authority, LESSEE shall be responsible for all costs and expenses of complying with such order, including any and all expenses imposed on or incurred by STATE in connection with or in response to such government order.

(c) If LESSEE should incur any liability or cost resulting from STATE's illegal or alleged illegal use, storage, transportation, or disposal of any hazardous substance, including any petroleum derivative, the STATE shall indemnify, defend, and hold harmless any of these individuals against such liability.

**13. CONDITION OF LEASE AREA.**

(a) LESSEE is aware of the current condition of the Lease Area and accepts the Lease Area in "as is" condition. LESSEE accepts the Lease Area as being in good order, condition and repair, unless otherwise specified herein, and agrees that on the last day of the term, or sooner termination of this Lease, to surrender up to CDPR the Lease Area, with any appurtenances or improvements therein, in the same condition as when received, reasonable use and wear thereof and damage by act of God, excepted.

(b) LESSEE shall not call on CDPR to make any repairs or improvements on the Lease Area and LESSEE shall keep the same in good order and condition at its own expense.

**14. VACATING THE LEASE AREA.** LESSEE shall, on the last day of said term or sooner termination of this Lease, peaceably and quietly leave, surrender, and yield up to CDPR, the Lease Area in good order, condition, and repair, reasonable use and wear thereof and damage by acts of nature, excepted.

**15. RECOVERY OF LEGAL FEES.** If action is brought by STATE for the recovery of any rent due under the provisions hereof or for any breach hereof, or to restrain the breach of any agreement contained herein, or for the recovery of possession of said Lease Area, or to protect any rights given to STATE against LESSEE, and if STATE will prevail in such action, the LESSEE shall pay to STATE such amount in attorney's fees in said action as the court shall determine to be reasonable, which shall be fixed by the court as part of the costs of said action.

**16. TAXES AND ASSESSMENTS.** LESSEE agrees to pay all lawful taxes, assessments or charges that at any time may be levied upon it for its interest in this Lease. It is understood that this Lease may create a possessory interest (to the extent the property is not used for a municipal or governmental purpose) subject to property taxation and

LESSEE may be subject to the payment of property taxes levied on such interest.

**17. NON-DISCRIMINATION.**

(a) In the performance of this Lease, the LESSEE shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability (including HIV and AIDS), mental disability, medical condition, age (over 40), marital status, sex, sexual orientation, or use of family care leave. LESSEE shall ensure that the evaluation and treatment of its employees and applicants for employment are free from such discrimination and harassment.

(b) Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

(c) LESSEE shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.) The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Lease by reference and made a part thereof as if set forth in full. LESSEE shall give written notice of its obligations under this clause to any labor organizations with which they have collective bargaining or other agreement. Further, LESSEE shall post in conspicuous places available to employees and applicants for employment, notices to be provided by CDPR setting forth the provisions of this Fair Employment Practices Section. (Government Code, Section 12920-12994).

(d) Remedies for willful violations:

(1) STATE may determine a willful violation of the Fair Employment Practices provision to have occurred upon the receipt of a final judgment having that effect from a court in an action to which LESSEE was a party, or upon receipt of a written notice from the Fair Employment Practices Commission that it has investigated and determined that the LESSEE has violated the Fair Employment Practices Act and has issued an order pursuant to the appropriate provisions of the Government Code.

(2) CDPR will have the right to terminate this Lease and any loss or damage sustained by STATE by reason thereof will be borne and paid for by the LESSEE.

**18. INSURANCE.**

STATE acknowledges that LESSEE maintains a program of self-insurance and agrees that LESSEE shall not be required to carry any insurance with respect to this Lease. If LESSEE assigns all or part of this Lease, the following insurance requirements will apply to such assignee:

LESSEE shall provide to STATE a certificate of insurance with STATE's Lease Number **660-2016-030** indicated on the face of said certificate, issued to STATE with evidence of insurance as follows:

**SECTION 3 – STANDARD PROVISIONS****COMMERCIAL GENERAL LIABILITY**

LESSEE shall maintain general liability with limits of not less than \$1,000,000 each occurrence and \$2,000,000 aggregate for bodily injury and property damage liability combined. The policy shall include coverage for liabilities arising out of Lease Area, operations, independent contractors, products, completed operations, personal & advertising injury, and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to LESSEE's limit of liability.

The policy must include State of California, Department of General Services, Department of Parks and Recreation, their officers, employees and agents as additional insureds, but only insofar as the operations under the Lease are concerned. The additional insured endorsement must be provided with the certificate of insurance.

**AUTOMOBILE LIABILITY**

LESSEE shall maintain motor vehicle liability with limits of not less than \$1,000,000 per accident for bodily injury and property damage. The policy must include the State of California, Department of General Services, Department of Parks and Recreation, their officers, employees and agents as additional insured with respect to liability arising out of all vehicles owned, hired and non-owned. The additional insured endorsement must be provided with the certificate of insurance.

**WORKERS' COMPENSATION**

LESSEE shall maintain statutory workers' compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Lease, including special coverage extensions where applicable. Employer's liability limits of \$1,000,000 shall be required, and the policy shall include a waiver of subrogation in favor of the State of California. The waiver of subrogation endorsement must be provided with the certificate of insurance.

**GENERAL REQUIREMENTS**

LESSEE shall ensure that the following general requirements are met:

- a. Insurance Companies must be with an AM Best rating of A- VII or higher.
- b. LESSEE shall provide STATE with a certificate of insurance as evidence of coverage for General Liability, within thirty (30) days after each insurance policy renewal.
- c. Coverage shall be in force at all times for the complete term of this Lease and any holdover. If an insurance policy expires during the term of the Lease or a holdover, a new certificate showing evidence of coverage, plus copies of any required endorsements, must be received by the STATE within thirty (30) days of the expiration date of the expired policy. This new insurance must still meet the terms of this Lease.
- d. Lessee shall notify the State within thirty (30) days of Lessee's receipt of any notice of cancellation or non-renewal of any insurance required by this Lease, but only if the required insurance is not replaced. Evidence of replacement insurance must be without interruption of coverage.
- e. LESSEE is responsible for any deductible or self-insured retention contained within the insurance program.
- f. In the event LESSEE fails to keep in effect at all times the specified insurance coverage, STATE may, in addition to

any other remedies it may have, terminate this Lease upon the occurrence of such event, subject to the provisions of this Lease.

g. Any insurance required to be carried shall be primary, and not excess, to any other insurance carried by the STATE.

h. If LESSEE is self-insured in whole or in part as to any of the above described types and levels of coverage, LESSEE shall provide STATE with written acknowledgment of this fact at the time of the execution of this Lease. The State may require financial information to justify LESSEE's self-insured status. If, at any time after the execution of this Lease, LESSEE abandons its self-insured status, LESSEE shall immediately notify STATE of this fact and shall comply with all of the terms and conditions of this Insurance clause pertaining to policies of insurance in regard to those types and levels of insurance.

It is agreed that STATE shall not be liable for the payment of any premiums or assessments on the required insurance coverage.

19. **HOLD HARMLESS INDEMNIFICATION.** This Lease is made upon the express condition that the State of California is to be free from all liability and claims for damages by reason of any injury to any person or persons, including LESSEE, or property of any kind whatsoever and to whomsoever belonging, including LESSEE, from any cause or causes whatsoever while in, upon, or in any way connected with the Lease Area during the term of this Lease or any occupancy hereunder, holdover periods or any other occupancy of the Lease Area by LESSEE, except those arising out of the sole negligence of the STATE. LESSEE agrees to defend, indemnify, and save harmless the State of California from all liability, loss, cost or obligation on account of or arising out of any such injury or loss, however occurring.
20. **LOSSES.** STATE will not be responsible for losses or damage to personal property, equipment or materials of LESSEE and all losses shall be reported to STATE immediately upon discovery.
21. **DEBT LIABILITY DISCLAIMER.** STATE, including but not limited to the STATE's General Fund or any special insurance programs, is not liable for any debts, liabilities, settlements, liens or any other obligations of the LESSEE or its heirs, successors or assigns. The STATE and its agencies, departments and divisions will not be liable for and will be held harmless by LESSEE and for any claims or damages associated with any contract, tort, action or inaction, error in judgment, act of negligence, intentional tort, mistakes, or other acts taken or not taken by the LESSEE, its employees, agents, servants, invitees, guests or anyone acting in concert with or on behalf of the LESSEE resulting from LESSEE's use of the Property and/or the Project for which this Lease is granted, except for those arising out of the sole negligence or willful misconduct of STATE. The STATE has no obligation to defend or undertake the defense on behalf of the LESSEE or its heirs, successors or assigns. LESSEE shall defend the State of California and its agencies, departments and divisions from any claims, actions, lawsuits, administrative proceedings or damages associated with any contract, tort, action or inaction, error in judgment, act of negligence, intentional tort, mistakes, or other acts taken or not taken by the LESSEE, its employees, agents, servants, invitees, guests, or anyone acting in concert with or on behalf of the LESSEE resulting from

**SECTION 3 – STANDARD PROVISIONS**

LESSEE's use of the Property and/or the Project for which this Lease is granted, except for those arising out of the sole negligence or willful misconduct of STATE.

- 22. RELOCATION PAYMENTS.**
- (a) In the event that STATE terminates this Lease pursuant to its terms, LESSEE acknowledges and agrees that it has no claim against the STATE for Relocation Payments, Relocation Advisory Assistance, or costs pursuant to the Government Code sections 7260 et seq., or any regulations implementing or interpreting such sections. LESSEE further agrees that it has no claim in either law or equity against the STATE for damages or other relief should the Lease be terminated, and waives any such claims it may have.
- (b) In the event subleasing, under the terms of this Lease, is permitted, LESSEE shall incorporate this Clause into the sublease. Failure to do so may obligate LESSEE for damages and costs resulting from claims for relocation payments by sublessee.
- 23. SMOKING RESTRICTIONS.** Smoking shall not be allowed inside any building, or within 20 feet of any entrance or operable window of any building.
- 24. RECORDING.** LESSEE shall not record this Lease or a short form memorandum thereof. Any such recordation will, at the option of STATE, constitute a non-curable default by LESSEE hereunder.
- 25. AUTHORITY TO CONTRACT.**
- (a) If LESSEE is a public, private or non-profit corporation, each individual executing this Lease on behalf of said LESSEE shall provide evidence, which is acceptable to STATE, that he/she is duly authorized to execute and deliver this Lease on behalf of said LESSEE in accordance with a duly adopted resolution of the Board of Directors or in accordance with the Bylaws of said Board, and that this Lease is binding upon said Board of Directors in accordance with its terms.
- (b) LESSEE shall, concurrently with the Execution of this Lease, deliver to STATE at the addresses shown in the "Notices" Clause of this Lease, either a copy of the board's bylaws or a certified copy of the resolution of the Board of Directors authorizing or ratifying the execution of this Lease.
- (c) In addition prior to the execution of this Lease, LESSEE shall provide STATE with a copy of LESSEE's current bylaws and corporate filing status as filed with the California Secretary of State.
- 26. PARTNERSHIP DISCLAIMER.** LESSEE its agents and employees shall act in an independent capacity and not as officers or employees of STATE. Nothing herein contained will be construed as constituting the parties herein as partners.
- 27. CEQA.** Any physical changes made to the improvements by LESSEE or its agents shall comply with the California Environmental Quality Act (CEQA).
- 28. BANKRUPTCY.** In no event shall this Lease or the leasehold estate become an asset of LESSEE in bankruptcy, receivership or other judicial proceedings. LESSEE shall be in default under this Lease and the provisions of the "Default" Clause hereof shall apply in the event of any of the following: (a) LESSEE becomes insolvent or makes an assignment for the benefit of creditors, (b) a petition in bankruptcy is filed by or against LESSEE, (c) a writ of execution is levied against this Lease or the leasehold estate, (d) LESSEE abandons or vacates or does not continuously occupy or safeguard the Lease Area.
- 29. AMENDMENTS AND MODIFICATIONS.** No amendment, modification, or supplement to this Lease shall be binding on either party unless it is in writing and signed by both Parties, and any necessary governmental approvals are obtained.
- 30. MUTUAL CONSENT.** Notwithstanding anything herein contained to the contrary, this Lease may be terminated and the provisions of the Lease may be altered, changed, or amended by mutual consent of the parties hereto in writing.
- 31. FORCE MAJEURE.** If either LESSEE or STATE will be delayed or prevented from the performance of any act required hereunder by reason of acts of nature, governmental restrictions, regulations or controls (except those reasonably foreseeable in connection with the uses contemplated by this Lease) or other cause without fault and beyond the control of the party obligated (except financial inability), performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. Nothing in this Clause shall excuse LESSEE from prompt payment of any rent, taxes, insurance or any other charge required of LESSEE, except as may be expressly provided in this Lease.
- 32. WAIVER.** If a party waives the performance of any term, covenant or condition contained in this Lease, such waiver shall not be deemed to be a waiver of that or any subsequent term, covenant or condition. Failure to enforce any of the terms, covenants or conditions of this Lease for any length of time shall not be deemed to waive or decrease a party's right to insist thereafter upon strict performance. Waiver of any term, covenant, or condition contained in this Lease may only be made by a written document properly signed by an authorized representative.
- 33. ENTIRE AGREEMENT.** This Lease and its exhibits constitute the entire agreement between STATE and LESSEE. No prior written or prior, contemporaneous or subsequent oral promises or representations shall be binding.
- 34. CLAUSE HEADINGS.** All Clause headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this Lease.
- 35. SEVERABILITY.** If any term, covenant, condition, or provision of this Lease or any application thereof, to any extent, is found invalid, void, or unenforceable by a court of competent jurisdiction, the remainder of this Lease will not be affected thereby, and will be valid and enforceable to the fullest extent permitted by law.
- 36. SUPERSEDEURE.** This Lease supersedes and voids any prior license, lease or agreement between STATE and LESSEE identified in this Lease with regards to the Lease Area.

**SECTION 3 – STANDARD PROVISIONS**

37. **BINDING.** The terms of this Lease and covenants and agreements herein contained shall apply to and shall bind and inure to the benefit of the heirs, representatives, assigns and successors in interest of the parties hereto.
38. **ESSENCE OF TIME.** Time is of the essence for each and all of the provisions, covenants and conditions of this Lease.
39. **DAMAGES.** Notwithstanding anything to the contrary in this Lease, including but not limited to rents or other revenue owed to STATE, shall STATE or LESSEE be liable to the other for, and LESSEE and STATE each hereby waive the right to recover incidental, consequential (including, but not limited to, lost profits, loss of use or loss of business opportunity), punitive, exemplary and similar damages.
40. **CLEAR TITLE.** At the termination of this Lease or in the event of a breach of the terms of this Lease by LESSEE; LESSEE shall execute and deliver to STATE within thirty (30) days a Quitclaim Deed to any rights or claims arising hereunder.
41. **RIGHT TO RECLAIM.** STATE reserves the right to reclaim and reoccupy the Lease Area upon three (3) days written notice when necessitated due to National or State Emergency. STATE will not be responsible for any adverse effects suffered by LESSEE should this occur.

**End of Section 3**

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.**

This Lease, together with its exhibits, contains all the agreements of the parties hereto and supersedes any prior Lease or negotiations. There have been no representations by the STATE or understandings made between the STATE or LESSEE other than those set forth in this Lease and its exhibits. This Lease may not be modified except by a written instrument duly executed by the parties hereto.

**IN WITNESS WHEREOF**, this Lease has been executed by the parties hereto as of the first date written below.

**STATE OF CALIFORNIA**  
DEPARTMENT OF GENERAL SERVICES

**LESSEE**  
CITY and COUNTY OF SAN FRANCISCO

By: \_\_\_\_\_  
TONY PSIHOPAIDAS  
Manager State Owned Leasing & Development  
Acquisition and Development

By: \_\_\_\_\_  
JOHN UPDIKE  
Director of Property  
General Services Agency  
Real Estate Division

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Date Signed

**APPROVAL RECOMMENDED:**

**DEPARTMENT OF EMERGENCY SERVICES**

By: \_\_\_\_\_  
LYNNE POTTER, Senior Land Agent

By:  \_\_\_\_\_  
ANNE KRONENBERG  
Executive Director

**Approval:**  
DEPARTMENT OF PARKS AND RECREATION

**Approval as to Form:**  
DENNIS J. HERRERA, City Attorney

By: \_\_\_\_\_  
BRIAN DEWEY, Assistant Deputy  
Director Acquisition and Development

By:  \_\_\_\_\_  
ELIZABETH DIETRICH  
Deputy City Attorney

\_\_\_\_\_  
Date Signed

12/1/10  
\_\_\_\_\_  
Date Signed



**EXHIBIT "A-1"**  
**RADIO TOWER LEASE**

All that real property situate in the unincorporated area of the County of San Mateo, State of California, described as follows:

Being a portion of Parcel A, as shown on that certain Parcel Map filed May 30, 1973 in Volume 20 of Parcel Maps at Pages 48 and 49, inclusive, in the Office of the Recorder of the County of San Mateo, State of California, more particularly described as follows:

**BEGINNING** at a point from which the street monument at the centerline intersection of Alta Vista Way (50 feet wide) and Oakridge Drive (50 feet wide) bears South 57°41'07" West, 516.24 feet distant,

thence South 58°10'00" East, 14.50 feet;

thence South 31°50'00" West, 14.50 feet;

thence North 58°10'00" West, 6.48 feet;

thence South 31°50'00" West, 8.75 feet;

thence South 31°07'00" East, 2.65 feet;

thence North 58°53'00" East, 2.32 feet;

thence South 31°07'00" East, 1.87 feet;

thence North 58°53'00" East, 1.63 feet;

thence South 31°07'00" East, 0.63 feet;

thence North 58°53'00" East, 6.93 feet;

thence South 31°07'00" East, 6.00 feet;

thence South 58°53'00" West, 6.93 feet;

thence South 31°07'00" East, 17.35 feet;

thence North 58°53'00" East, 6.02 feet;

thence South 31°07'00" East, 6.00 feet;

thence South 58°53'00" West, 6.02 feet;

thence South 31°07'00" East, 10.47 feet;  
thence South 58°53'00" West, 12.50 feet;  
thence North 31°07'00" West, 36.77 feet;  
thence South 58°53'00" West, 1.50 feet;  
thence North 31°07'00" West, 3.00 feet;  
thence North 58°53'00" East, 2.01 feet;  
thence North 31°07'00" East, 0.68 feet;  
thence North 58°53'00" East, 1.69 feet;  
thence North 31°07'00" West, 1.87 feet;  
thence North 58°53'00" East, 1.72 feet;  
thence North 03°34'44" West, 6.26 feet;  
thence North 31°50'00" East, 8.99 feet;  
thence North 58°10" West, 4.64 feet;  
thence North 31°50'00" West, 14.50 feet; to the **POINT OF BEGINNING**

Being a portion of Assessor's Block 090-062-009  
Containing an area of 859 Square Feet, more or less

A plat showing the above described parcel is attached herein.

These real property descriptions have been prepared by me, or under my direction in conformance with the Land Surveyors Act.

Signature William E. Blackwell, Jr.  
William E. Blackwell, Jr. PLS 8251



Date: December 7, 2015

**NOTES:**

1. ALL DISTANCES SHOWN ARE MEASURED IN FEET AND DECIMALS THEREOF.

- PARCEL A BOUNDARY LINE
- S.F. SQUARE FOOT
- P.O.B. POINT OF BEGINNING
- (S70°49'45"W) BEARING PER 20-PM-48/49
- IRON PIN MONUMENT IN HANDHOLE

**BASIS OF SURVEY:**  
 THIS SURVEY IS BASED UPON THAT CERTAIN PARCEL MAP RECORDED MAY, 30, 1973 IN VOLUME 20 OF PARCEL MAPS AT PAGES 48 & 49, RECORDS OF SAN MATEO COUNTY.

SOUTHERN HILLS UNIT 4B SUBDIVISION  
 (58-MAPS-17 & 18)

(R=178.00')  
 (A=37°20'00")  
 (L=115.98')

ALTA VISTA WAY  
 (50' WIDE)

(S70°49'45"W)  
 (128.00')  
 (S70°49'45"W)  
 (128.00')

(N71°50'15"W)  
 (69.83')

(N71°50'15"W)  
 (28.11')

(R=103.00')  
 (A=71°11'54")  
 (L=127.99')

(R=447.00')  
 (A=46°18'00")  
 (L=361.22')

(R=153.00')  
 (A=37°20'00")  
 (L=99.69')

PARCEL A  
 (VOL 20-PM-PAGES 48-49)

TIE = S 56°07'02" W 509.67'  
 (N 35°11'18" E 1196.36')

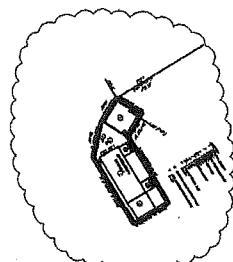
25' 25'  
 OAKRIDGE DRIVE  
 (50' WIDE)



GRAPHIC SCALE



( IN FEET )  
 1 inch = 100 ft.



SEE DETAIL ON  
 SHEET A-3

SHEET A-2

**EXHIBIT A-2**  
**PLAN TO ACCOMPANY LEGAL DESCRIPTION 'A-1'**

PREPARED BY:

**BUREAU OF STREET USE AND MAPPING**

DEPARTMENT OF PUBLIC WORKS  
 CITY AND COUNTY OF SAN FRANCISCO

PHONE: 415.554.5827 FAX: 415.554.5324

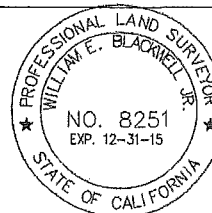
THIS REAL PROPERTY DESCRIPTION HAS BEEN PREPARED BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE LAND SURVEYORS ACT.

Signature

*William E. Blackwell Jr.*

Date

12-07-15

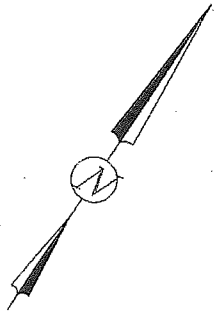


△	BY	DATE	REVISIONS

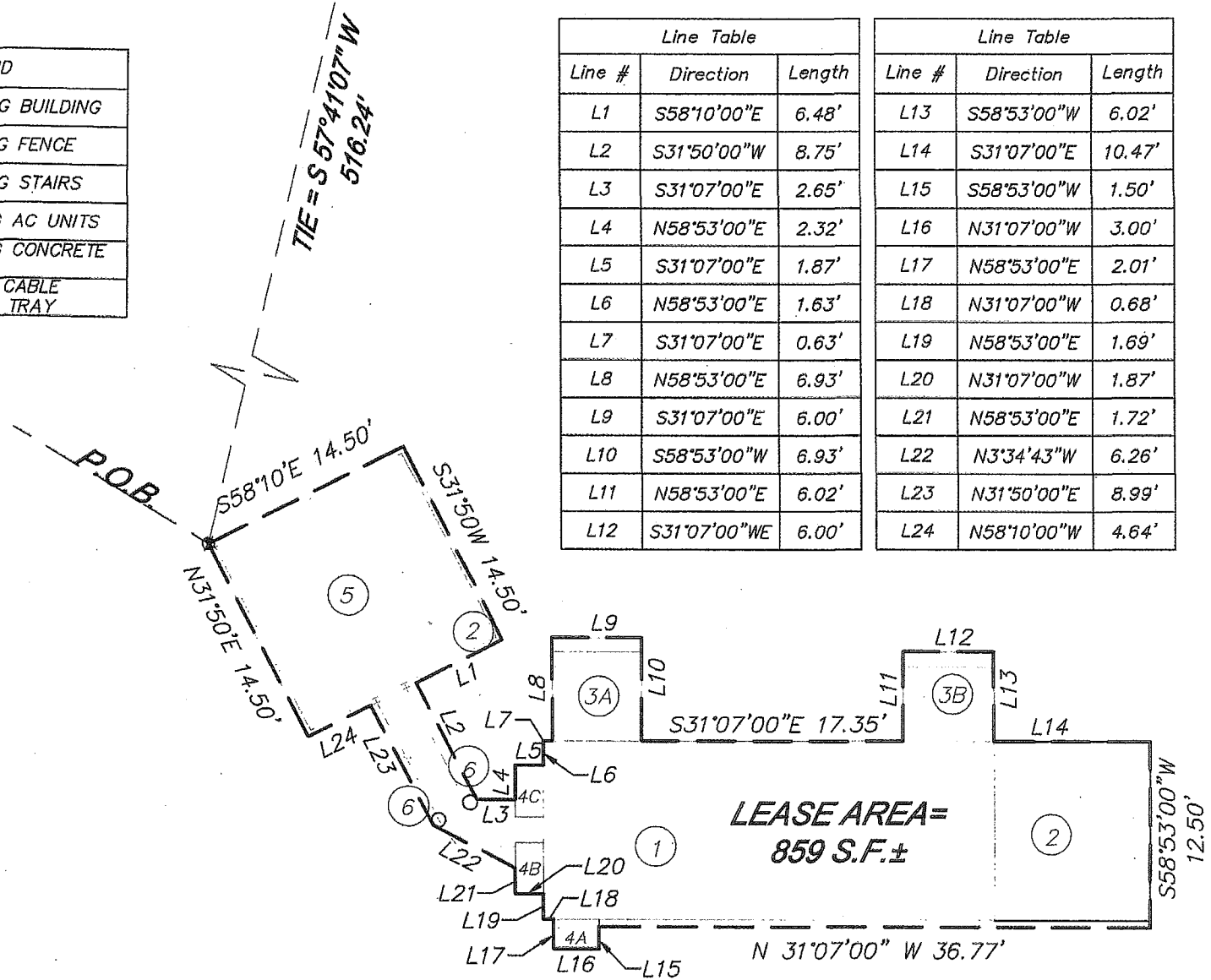
LEGEND	
1	EXISTING BUILDING
2	EXISTING FENCE
3	EXISTING STAIRS
4	EXISTING AC UNITS
5	EXISTING CONCRETE PAD
6	EXISTING CABLE SUPPORT TRAY

Line Table		
Line #	Direction	Length
L1	S58°10'00"E	6.48'
L2	S31°50'00"W	8.75'
L3	S31°07'00"E	2.65'
L4	N58°53'00"E	2.32'
L5	S31°07'00"E	1.87'
L6	N58°53'00"E	1.63'
L7	S31°07'00"E	0.63'
L8	N58°53'00"E	6.93'
L9	S31°07'00"E	6.00'
L10	S58°53'00"W	6.93'
L11	N58°53'00"E	6.02'
L12	S31°07'00"WE	6.00'

Line Table		
Line #	Direction	Length
L13	S58°53'00"W	6.02'
L14	S31°07'00"E	10.47'
L15	S58°53'00"W	1.50'
L16	N31°07'00"W	3.00'
L17	N58°53'00"E	2.01'
L18	N31°07'00"W	0.68'
L19	N58°53'00"E	1.69'
L20	N31°07'00"W	1.87'
L21	N58°53'00"E	1.72'
L22	N3°34'43"W	6.26'
L23	N31°50'00"E	8.99'
L24	N58°10'00"W	4.64'



SCALE: 1"=10'



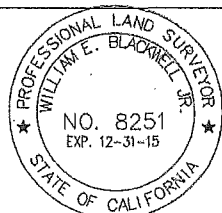
LEASE AREA =  
859 S.F. ±

A-3

**EXHIBIT A-3**  
**PLAN TO ACCOMPANY LEGAL DESCRIPTION 'A-1'**  
 PREPARED BY:  
**BUREAU OF STREET USE AND MAPPING**  
 DEPARTMENT OF PUBLIC WORKS  
 CITY AND COUNTY OF SAN FRANCISCO  
 PHONE: 415.554.5827 FAX: 415.554.5324

THIS REAL PROPERTY DESCRIPTION HAS BEEN PREPARED BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE LAND SURVEYOR'S ACT.

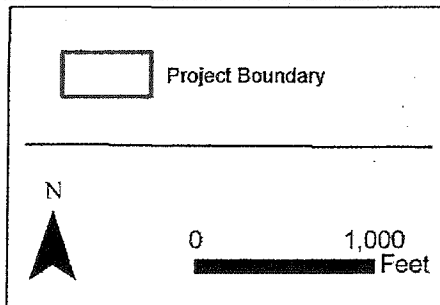
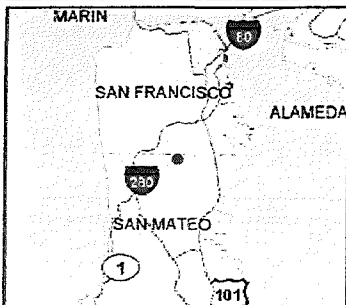
Signature Willam E. Blackwell Jr.  
 Date 12-07-15



Δ	BY	DATE	REVISIONS

# EXHIBIT "B-1"

JACOBS



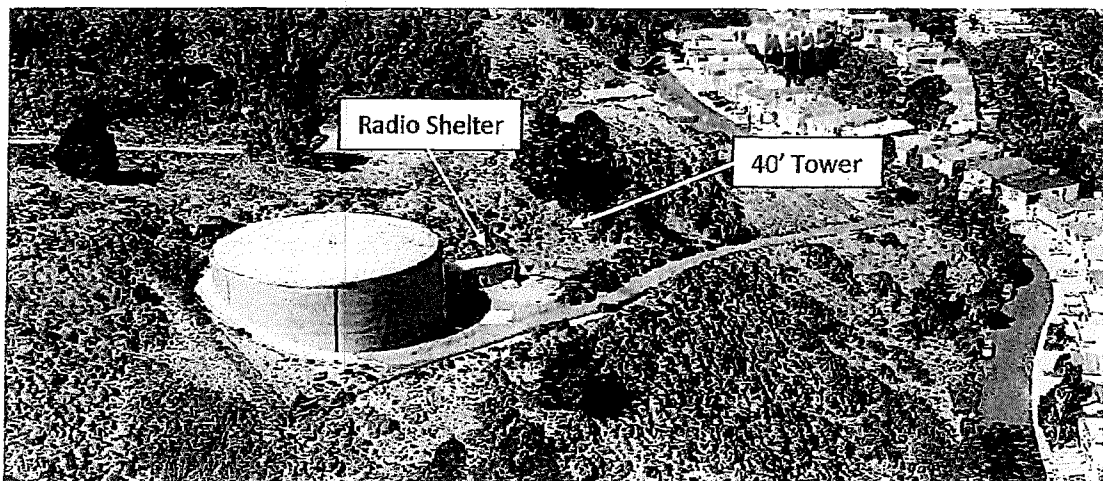
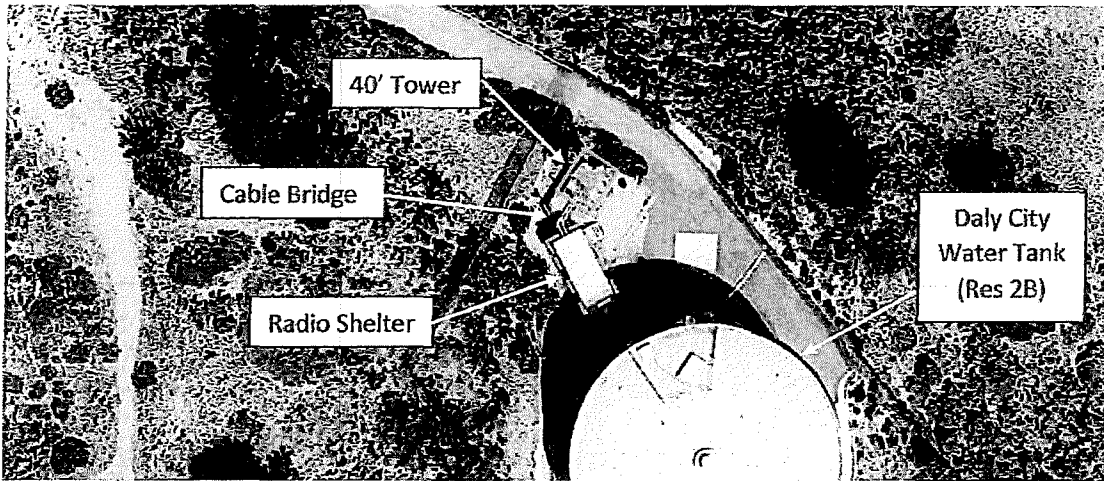
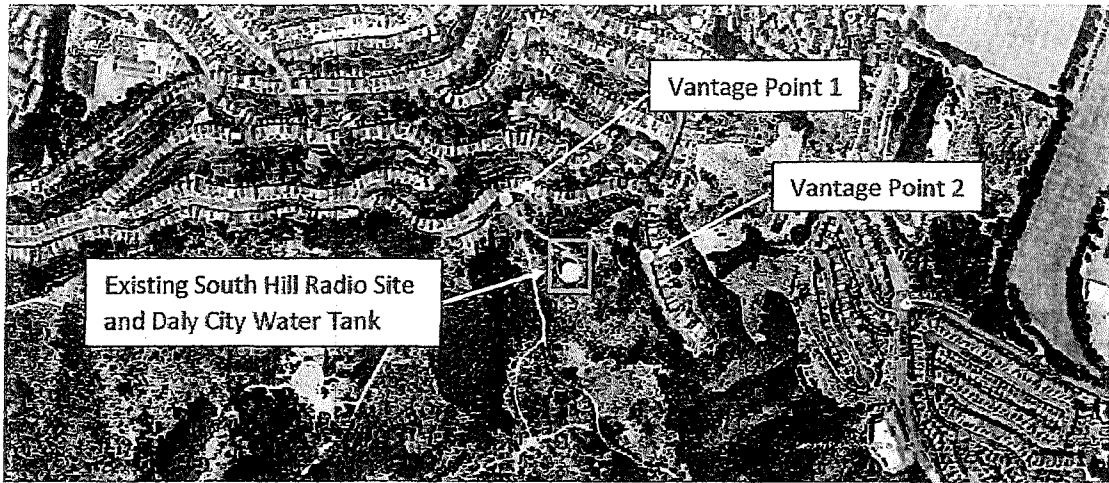
**Figure 1.  
Project Area Map**

South Hill Project

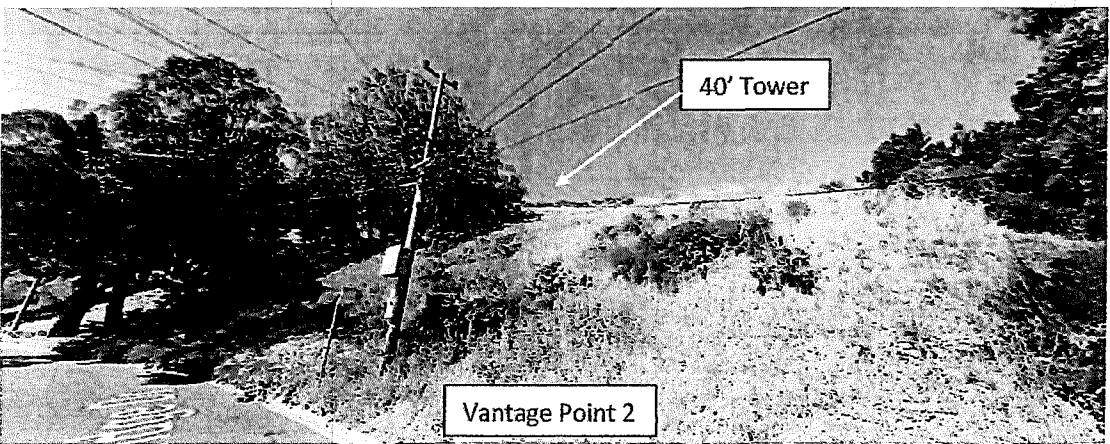
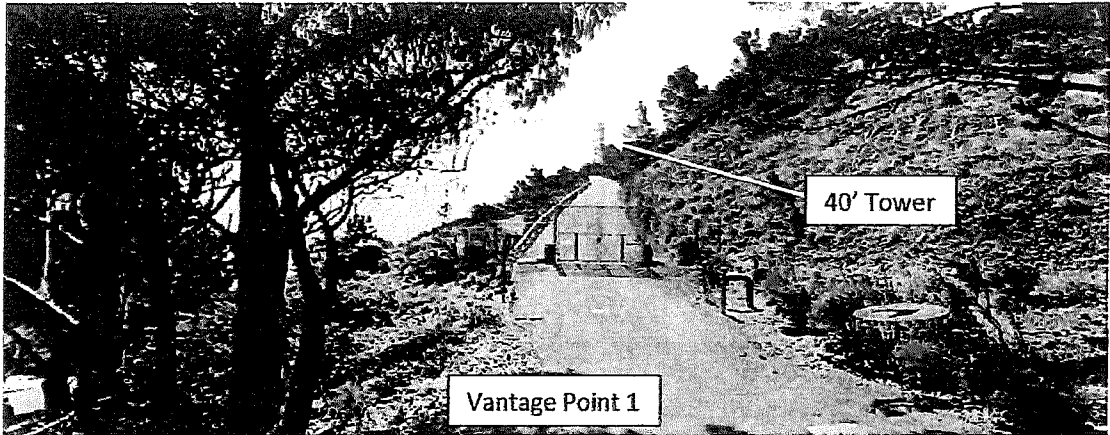
June 2015

# EXHIBIT "B-2"

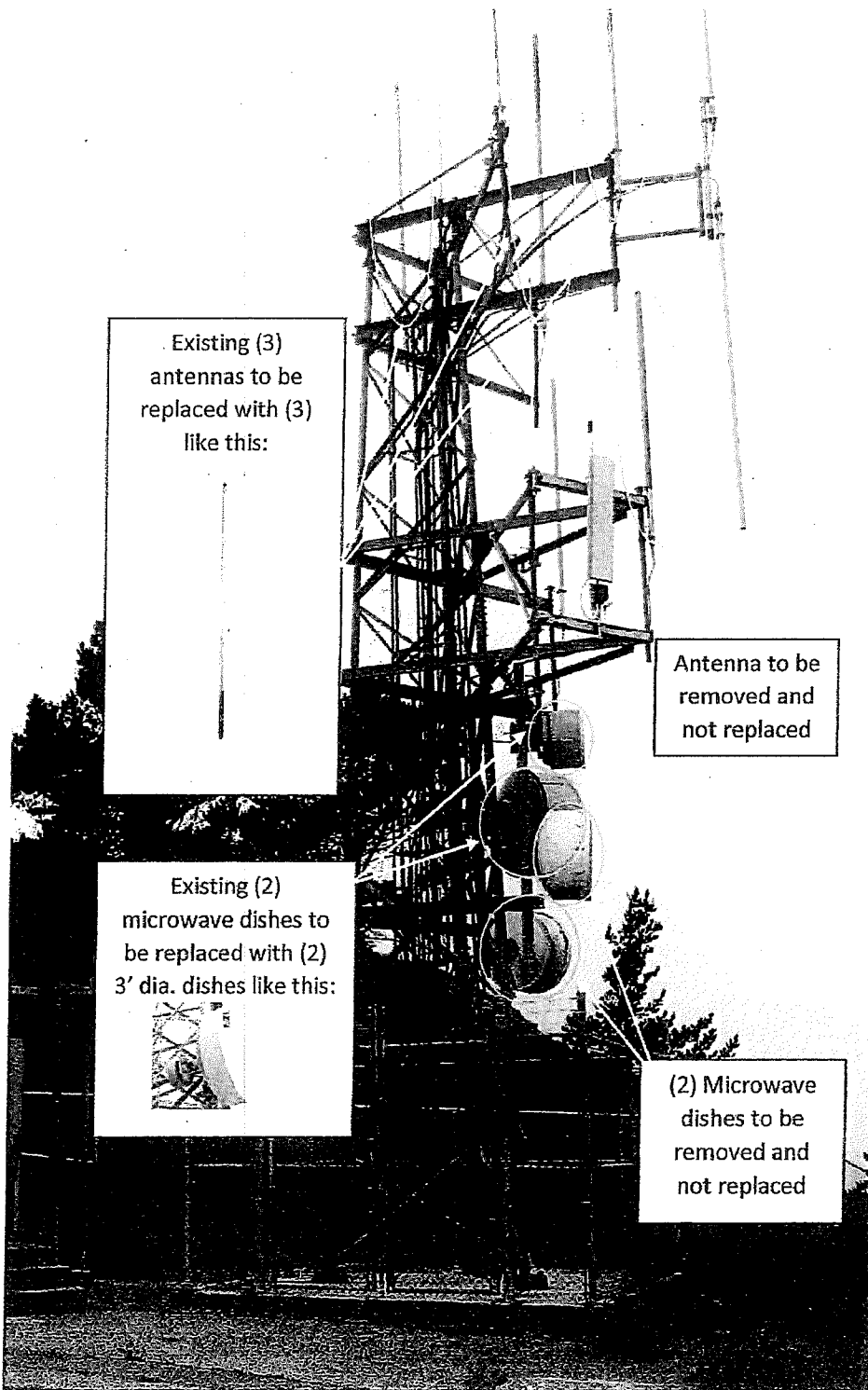
## South Hill




South Hill (cont.)



South Hill (cont.)




Existing (3)  
antennas to be  
replaced with (3)  
like this:



Antenna to be  
removed and  
not replaced

Existing (2)  
microwave dishes to  
be replaced with (2)  
3' dia. dishes like this:



(2) Microwave  
dishes to be  
removed and  
not replaced



# EXHIBIT 'C'



Edwin M. Lee  
Mayor

**Department of Emergency Management**  
1011 Turk Street, San Francisco, CA 94102

Division of Emergency Communications  
Phone: (415) 558-3800 Fax: (415) 558-3843

Division of Emergency Services  
Phone: (415) 487-5000 Fax: (415) 487-5043



Anne Kronenberg  
Executive Director

## **800MHz Public Safety Radio Replacement Project July 2016**

### **Project Description**

#### *General*

The City currently owns and operates two 800MHz Radio Communications systems that are used by 20 City Departments and several outside agencies. The first is the Citywide Emergency Radio System (CERS) is used by Police, Fire, Sheriff, and other Emergency Management agencies for first responders in the field to communicate with each other and to dispatch centers. The second system, the Public Service Emergency Radio System (PERS) System, is used by Public Works, Water Dept. and other public service agencies for their daily operations. There are approximately 10,000 radios that operate on the systems citywide, and over 100,000 push to talks that occur daily on average. The current systems are 18 years old, and out of manufacturer support from the vendor.

The City has a project to upgrade and replace the current systems, and combine into one network. The City is currently working with Motorola Solutions, Inc. to implement this project, and will enter into a contract with Motorola to do the detailed system design, installation, configuration and testing of the new system. The new system consists of 10 radio communications sites, and 1 primary dispatch site, designed to provide 800MHz radio coverage throughout the City, and into San Mateo County. Included below is a map of the radio site locations. Also included is the work that needs to be done at each radio site to combine and upgrade the current networks.

#### *Project Timeline*

Project and Contract Approval from Board of Supervisors	October 2016
Detailed System Design	October 2016 – April 2016
Subscriber Radios installed in Vehicles & Buildings	January 2017– May 2017
Equipment and new antennas installed at Radio Sites & System Testing, Optimization, and Cutover	September 2017 – March 2019
Microwave Dishes installed at Radio Sites	June 2019 – August 2019
Removal of Existing Equipment and Cleanup	October 2019 – June 2020
Project Complete	August 2020

**South Hill**  
**57 Alta Vista Way, Daly City**  
**District: N/A (Daly City)**  
**Zone: N/A**

*General*

South Hill is an existing radio communications site for the City's 800MHz Citywide Emergency Radio System, the 700 MHz Interoperable Radio System, the Public Service Emergency Radio System, the Wireless Data Network and the City's Public Wi-Fi Network. The site is located in San Mateo County on State of California Parks land. The City is currently in lease negotiations with the State of California for a new long term lease. The location has a City owned and operated 360 square foot equipment shelter that houses all of the radio equipment and backup generator. The City accesses the site via an easement with the City of Daly City, as there is a water tank owned by the Daly City Water Department on the premises as well. Over 15 antennas, and supporting microwave dishes, are mounted on an existing 40' tower. (See attachment 03 pages 23-25 for images)

*Work to Be Done*

Legacy electronic equipment and batteries inside the radio room will be replaced with new, more efficient, equipment occupying less space. Three (3) existing LMR omnidirectional antennas (15' long, 3" diameter) will be replaced with 3 new antennas (15' long, 3" diameter, blue in color) and placed on existing mounts. One (1) existing LMR antennas will be removed and not replaced. Two (2) microwave dish antennas (2' and 4' diameter) will be removed and replaced with two (2) new 3' microwave dish antenna on existing mounts. Two (2) microwave dish antennas (3' diameter) will be removed and not replaced. Cabling from the equipment room to the antennas on the roof will follow the path of the existing antenna cables along existing cable bridge. The City's vendor, Motorola, will provide all professional services related to the radio system implementation.

**Citywide Various Locations**

*Work to be done*

Radio control stations (which are small, fixed radios installed inside of buildings), antennas and coaxial cabling will be replaced at all Police Stations, Fire Stations, and other City Department Emergency Operating Centers. All of these critical sites currently have radio control station equipment that will be replaced like for like. The existing antennas will be replaced with antennas of similar or smaller characteristics on existing mounts. It is anticipated that the antennas will be 25" long, and have a 1" diameter. The coaxial cable will follow existing routes from the antenna, into the building, and is not visible via the public right of way. The City's vendor, Motorola, will provide all professional services related to the radio system implementation.

# EXHIBIT 'D'



Edwin M. Lee, Mayor  
Naomi M. Kelly, City Administrator



John Updike  
Director of Real Estate

October 6, 2014

Patricia E. Martel  
City Manager  
City of Daly City  
333 90<sup>th</sup> Street  
Daly City, California 94015

RE: South Hill Lease and Radio Tower Replacement

Dear Ms. Martel:

As you may know, the City and County of San Francisco ("CCSF") currently has, and has had since 1997 a 40-foot telecommunications tower on top of San Bruno Mountain within the fenced and paved area of the City of Daly City's ("Daly City") water tank easement ("Reservoir 2B"). The existing tower provides radio dispatch to a dozen public entities, including San Francisco and Daly City police and fire services.

Briefly, in May 1963, Daly City was granted an Easement ("Panorama Easement") by the Crocker Land Company for a reservoir tank site on top of San Bruno Mountain. Today, the Easement lies within a State Park under the control and maintenance of the County of San Mateo. The site contains Daly City's large water tank, an underground water vault, the radio tower and accompanying equipment shelter, and a generator, all enclosed with a surrounding chain-link fence. Entry is controlled by two locked gates.

Paragraph 4 of the Easement provides that Crocker and its successors and assigns, which includes the State of California, Department of Parks and Recreation, "shall have the right to use or landscape said premises for purposes not inconsistent with CITY's full enjoyment of the rights hereby granted, provided that prior written approval of CITY shall be obtained."

This serves as CCSF's request for written approval by Daly City of CCSF's existing 40-foot telecommunications tower and appurtenances and its proposed South Hills Radio Replacement Project ("Project"). The Project would replace the existing three legged 40-foot telecommunications tower with a three legged 60-foot telecommunications tower in the same location, install a new 12' by 8' prefabricated equipment shed, and replace the existing back-up generator on the site. All construction will occur within the perimeter of the existing chain-link fence. Based upon an Environmental Constraints Analysis and a Biological Resources Assessment, the draft Initial Study of the Project has concluded that the Project will not have a significant effect on the environment.

Below please find the proposed language for Daly City's prior written approval. Please execute and return an original as soon as possible. Should you have any questions, please do not hesitate to contact the undersigned.

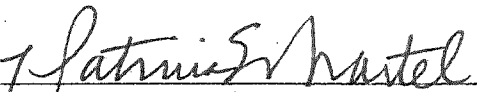
Sincerely,



Claudia J. Gorham  
Assistant Director of Real Estate

The existing 40-foot telecommunications tower and proposed replacement 60-foot telecommunications tower included in the South Hills Radio Replacement Project located within the 1963 Panorama Easement on Mount San Bruno are not inconsistent with the City of Daly City's full enjoyment of the easement area. This constitutes the prior written approval of the City of Daly City for the proposed Project.

CITY OF DALY CITY

By:   
PATRICIA E. MARTEL  
City Manager

Date: 10/24/2014

# EXHIBIT 'E'

## ADDITIONAL CITY PROVISIONS

1. Eminent Domain. In the event all or part of the Lease or the Lease Area is taken by eminent domain, City shall have the right to seek an award for the value of its interest in the Lease taken.
2. Landlord Ownership of Lease Area. STATE represents that it owns the Lease Area, and that it is authorized to enter into this Lease. Any necessary STATE consents have been obtained to enter into this Lease.
3. Applicable Law. This Lease shall be construed and enforced in accordance with the laws of the Lessor of California.
4. Non Discrimination. In the performance of this Lease, parties agree to comply with state and federal non-discrimination employment laws.
5. 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 and County of San Francisco's Charter. Notwithstanding anything to the contrary contained in this Lease, there shall be no obligation for the payment or expenditure of money by LESSEE 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. The lease shall terminate if LESSEE fails to pay any of its obligations under this lease.
6. 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.
7. Tropical Hardwood and Virgin Redwood Ban. Lessee 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.
8. Bicycle Parking Facilities. Article 1.5, Section 155.3, of the San Francisco Planning Code (the "Planning Code") requires the provision of bicycle parking at City-leased buildings at no cost to Landlord. During the Term, City shall have the right to install and maintain, at its sole cost, bicycle parking at the Lease Area; provided any improvements to the Lease Area will be subject to STATE's consent as set forth in the Lease. This lease is not for a City-leased building. The lease area is in a security area controlled by LESSEE and Daly County.