

File No. 150966

Committee Item No. 8

Board Item No. 17

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance

Date October 21, 2015

Board of Supervisors Meeting

Date Oct. 27, 2015

Cmte Board

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| <input type="checkbox"/> | <input type="checkbox"/> | Legislative Digest |
| <input type="checkbox"/> | <input type="checkbox"/> | Budget and Legislative Analyst Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Youth Commission Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Introduction Form |
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| <input type="checkbox"/> | <input type="checkbox"/> | MOU |
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Completed by: Victor Young Date October 16, 2015
Completed by: _____ Date _____

1 [License Amendment - 1250 Jones Street - Clay-Jones Apartment Owner's Association -
2 Department of Emergency Management - \$162,974.41 Total Rent in the First Year]

3 **Resolution authorizing a License Amendment which extends the original license for**
4 **ten years beyond the current license expiration of January 31, 2019, to January 31,**
5 **2029, for antenna and related space at 1250 Jones Street, with the Clay-Jones**
6 **Apartment Owner's Association, a California corporation, at \$11,286.25 monthly;**
7 **which amount shall increase annually on each February 1 beginning in 2016, plus a**
8 **one time fee of \$25,000 for \$162,974.41 total rent in the first year for the period**
9 **estimated to be November 1, 2015, through October 31, 2016.**

10
11 WHEREAS, The Clay-Jones Apartment Owner's Association, as landlord, and
12 Motorola Inc., as tenant, entered into that certain Lease, dated October 1, 1996, pursuant
13 to which Motorola Inc. leased from landlord certain premises and antennae space in and on
14 the Site, which lease was modified by an Addendum to Lease, dated as of March 1, 1998,
15 (as so modified, the "Motorola Lease"); and

16 WHEREAS, Pursuant to its rights under the Motorola Lease, Motorola Inc., as
17 licensor, and City, as Licensee, entered into that certain Antenna Site License, executed as
18 of December 27, 1998, (the "Original License"), pursuant to which Motorola granted to City
19 the right to install, operate and maintain certain radio communication equipment and
20 related equipment and an emergency back-up generator on the Site; and

21 WHEREAS, Motorola Inc. has assigned to the Clay-Jones Apartment Owner's
22 Association and the Clay-Jones Apartment Owner's Association assumed from Motorola
23 Inc., all of Motorola Inc.'s rights and obligations as Licensor under the Original License, and
24 Licensor is successor to all of Motorola's interest in the Original License; and
25

1 WHEREAS, 1250 Jones Street is located near the top of Nob Hill in San Francisco
2 and provides excellent radio transmission coverage from a tower mounted on the roof; and

3 WHEREAS, The 1250 Jones Street site is one of eight antennae sites in the City
4 which provide the City's public safety (Police, Fire, and the City's other first responders)
5 radio and communications systems; and

6 WHEREAS, The City's equipment currently located at 1250 Jones Street includes
7 (1) an equipment room in the main building; (2) microwave dishes, omni-directional
8 antennas and panel antennas mounted on the tower and the roof of the building (3) space
9 for City's HVAC equipment on the building roof; (4) space for City's emergency generator
10 also on the building roof; (5) conduits, panels, and equipment necessary to connect such
11 emergency generator to the City's equipment; (6) conduits, panels and equipment
12 necessary to connect fiber between the City's equipment in the building and the tower to
13 City's fiber network in the street; and (7) connection of City equipment to the building's
14 grounding system; and

15 WHEREAS, The term of the Original License is presently scheduled to expire on
16 January 31, 2019; and

17 WHEREAS, San Francisco Department of Technology (DT) and San Francisco
18 Department of Emergency Management (DEM) who maintain the radio communication
19 system report the need to extend the License beyond 2019 to maintain public safety radio
20 communications; and

21 WHEREAS, DT and DEM also report the need to upgrade the current facilities and
22 the replacement project has been identified as a major IT Initiative in the City's Five-Year
23 Information & Communication Technology Plan for Fiscal Years 2016-2020, which was
24 approved by the Board of Supervisors on April 21, 2015, and
25

1 WHEREAS, The City has allocated \$21.8 in funding in FY2015-2016 through
2 FY2016-2017 to begin a project to replace the current system; and

3 WHEREAS, The lease amendment will facilitate and support the improvements
4 needed for the radio system to continue operations for the next 10-15 years; and

5 WHEREAS, The Real Estate Division has negotiated a proposed First Amendment
6 to Antenna Site License ("Agreement") for an extension with the Clay-Jones Apartment
7 Owner's Association, a California corporation, as Licensor which would provide the
8 continuation of the necessary facilities to operate the public safety radio transmission
9 facility for up to 30 years (10 year initial lease term beyond the current 2019 License
10 expiration date plus four 5-year options at a known rentals) for the existing Premises which
11 also (i) allows for DT/ DEM's Radio Replacement Project and (ii) provides for equipment
12 flexibility over the 30 year term to add and remove antennas as warranted by the City's
13 communications needs; and

14 WHEREAS, The Agreement is subject to enactment of a resolution by the Board of
15 Supervisors and the Mayor, in their respective sole and absolute direction, approving and
16 authorizing such Agreement; now, therefore, be it

17 RESOLVED, In accordance with the recommendation of the Director of the
18 Department of Emergency Management and the Director of the Real Estate Division, that
19 the Director of Property is hereby authorized on behalf of the City and County of San
20 Francisco as Licensee, to execute an Amendment, a copy of which is on file with the Clerk
21 of the Board of Supervisors in File No. 150966, for an additional period of ten years on the
22 terms and conditions contain therein with the Clay-Jones Apartment Owner's Association, a
23 California corporation; as Licensor; and, be it
24
25

1 FURTHER RESOLVED, The Agreement shall commence upon the mutual execution
2 of the Agreement (expected to be about November 1, 2015), and expire on January 31,
3 2029, and, be it

4 FURTHER RESOLVED, That the Base Rent will be \$11,286.25 per month which
5 shall increase annually by 2.5% on February 1, 2016, February 1 2017, and February 1
6 2018, and then by 4% on each February 1, beginning in 2019; and, be it

7 FURTHER RESOLVED, City shall pay a one time fee of \$25,000; and, be it

8 FURTHER RESOLVED, That City agrees to indemnify, defend and hold harmless
9 Landlord and its agents from and against any and all claims, costs and expenses,
10 including, without limitation, reasonable attorneys' fees, incurred as a result of (a) City's use
11 of the premises, (b) any default by City in the performance of any of its obligations under
12 this lease, or (c) any negligent acts or omissions of City or its agents, in, on or about the
13 premises or the property; provided, however, City shall not be obligated to indemnify
14 Landlord or its agents to the extent any claim arises out of the active negligence or willful
15 misconduct of Landlord or its agents; and, be it

16 FURTHER RESOLVED, That any action taken by any City employee or official with
17 respect to this license is hereby ratified and affirmed; and, be it

18 FURTHER RESOLVED, That the Board of Supervisors authorizes the Director of
19 Property to enter into any amendments or modifications to the License (including without
20 limitation, the exhibits) that the Director of Property determines, in consultation with the City
21 Attorney, are in the best interest of the City, do not increase the rent or otherwise materially
22 increase the obligations or liabilities of the City by more than fifteen percent (15%), are
23 necessary or advisable to effectuate the purposes of the License or this resolution, and are in
24 compliance with all applicable laws, including City's Charter; and, be it

1 FURTHER RESOLVED, City shall occupy said premises for the entire lease term
2 unless funds for rental payments are not appropriated in any subsequent fiscal year, at
3 which time City may terminate this lease with written notice to Landlord, pursuant to
4 Charter, Section 3.105, of the City and County of San Francisco; and, be it

5 FURTHER RESOLVED, That within thirty (30) days of the agreement being fully
6 executed by all parties, the Director of Real Estate shall provide a copy of the Agreement to
7 the Clerk of the Board for inclusion into the official file.

8
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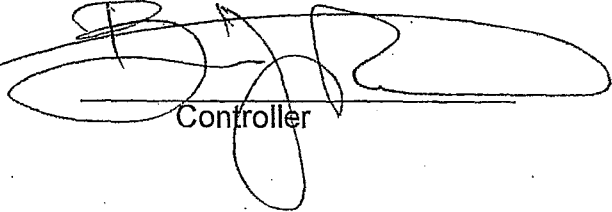
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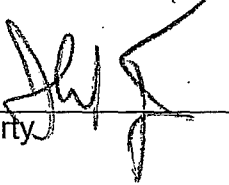
RECOMMENDED:

\$116,700.78 Total Available
(Base Rent 11/1/15 to 6/30/16
Plus \$25,000)

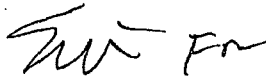
Index Code: 770218
Fund: 1GAGFAAA



Controller



Director of Property



Anne Kronenberg
Executive Director

Director
Department of Emergency Management

Item 8
File 15-0966

Department:
Department of Emergency Management
Real Estate Department

EXECUTIVE SUMMARY

Legislative Objectives

- The proposed resolution would authorize the first amendment to the current license between the City and the Clay-Jones Apartment Owners' Association for the City to occupy rooftop space for its public safety radio and communications system equipment located at 1250 Jones Street.

Key Points

- The City has a license for leased space on the roof of the building located at 1250 Jones Street (at Clay Street) for public safety communications equipment including antennas and support infrastructure. The license began in 1998 and extends through June 30, 2019.
- The proposed first amendment extends the license by ten years through June 30, 2029, and has four (4) five-year options to extend through June 30, 2049.
- The proposed first amendment also increases the rent paid by the City to the Clay-Jones Apartment Owners' Association as of December 1, 2015. According to the City's Real Estate Division, the increased rent accounts for the increased space and location of equipment at the leased site.

Fiscal Impact

- Under the existing license, the City would have paid rent to the Clay-Jones Apartment Owners' Association of \$362,934, from December 1, 2015 through the license termination date of January 31, 2019. However, the proposed first amendment to the license increases the rent to \$449,534, an increase of \$86,600 or approximately 24 percent from December 1, 2015 through January 31, 2019.
- Total rent paid by the City from December 1, 2015 through January 31, 2029 (which includes the ten-year lease extension) is \$2,295,651.

Recommendation

- Approve the proposed resolution.

MANDATE STATEMENT / BACKGROUND**Mandate Statement**

City Charter Section 9.118(b) states that contracts entered into by a department, board or commission having a term of (a) more than 10 years; (b) anticipated expenditures of \$10 million or more; or (c) modifications to these contracts of more than \$500,000, require Board of Supervisors approval.

Background

The City has a license for previously leased space on the roof of the building located at 1250 Jones Street (at Clay Street) for public safety communications equipment including antennas and support infrastructure. The building is near the top of Nob Hill which provides high quality radio transmission coverage from the tower on the roof, where the equipment is located. The Department of Technology (DT) and the Department of Emergency Management (DEM) maintain this system.

The City's equipment located at 1250 Jones Street includes:

- Equipment room in the main building
- Microwave dishes, omni-directional antennas and panel antennas mounted on the tower and the roof of the building
- Space for the City's heating, ventilation and air conditioning (HVAC) equipment on the building roof
- Space for the City's emergency generator on the building roof
- Conduits, panels, and equipment necessary to connect such emergency generator to the City's equipment
- Conduits, panels and equipment necessary to connect fiber between the City's equipment in the building and the tower to City's fiber network in the street
- Connection of City equipment to the building's grounding system

The current license began in 1998 and is set to expire on January 31, 2019.

DETAILS OF PROPOSED LEGISLATION

The proposed resolution would authorize the first amendment to the current license between the City and the Clay-Jones Apartment Owners' Association for the City to occupy rooftop space for its public safety radio and communications system equipment located at 1250 Jones Street, extending the term for an additional ten years through January 31, 2029. The proposed license amendment includes four additional options to renew the license for five years each, for a total extension of 30 years through January 31, 2049. This would allow the City to continue operating the City-owned radio communications system for public safety needs at this location, and maintain the system without interruption.

As part of the City's Five-Year Information and Community Technology (ICT) Plan, the City will undergo a \$73 million Radio Replacement Project which will upgrade the City-wide radio communications systems used by the City's public safety agencies. The project includes the communications equipment located at 1250 Jones Street. The Radio Replacement Project is expected to be complete by Fiscal Year (FY) 2019-20. The current City-wide radio communications system was originally installed in 2000 and is nearing the end of its service life. The City expects that the new system would last for up to 15 years, through approximately 2035. The total project budget for the City-wide Radio Replacement Project is \$73,020,103. To date, the City has spent approximately \$1,800,000 for planning, and \$2,800,000 for new radios.

The subject license agreement for equipment at 1250 Jones Street would provide the City flexibility to add and remove equipment as needed, as well as provide for dual equipment during the 18-month City-wide Radio Replacement Project where the City will install and test replacement antenna before removing the old antenna, at no additional cost.

Table 1 below summarizes the proposed first amendment provisions to the license at 1250 Jones Street.

Table 1: Key Provisions of the First Amendment to the License

The original lease expires on January 31, 2019. The proposed first amendment revises the terms of the lease from the effective date of approximately December 1, 2015.	
New Lease Term	Ten years from original lease termination date of January 31, 2019 through January 31, 2029.
Options to Extend	Four (4) five-year options to extend through January 31, 2049
City-owned Equipment	Unlimited Equipment Racks (4) Tower Antenna (3) Flat panel Antenna (1) VHF whip Antenna (3) GPS W3 Antenna
Licensed Space	Equipment room (20th floor) Generator space (roof) HVAC equipment space (roof) Tower and rooftop space (roof) Connection space (conduits and connections between equipment room, generator space, HVAC equipment space, tower and rooftop space)
Rent Payable by City to Clay-Jones Apartment Owners Association	\$11,286.25 monthly, or \$135,435.00 annually (see Fiscal Impact Section below)
One-Time Fee Payable by the City	\$25,000
Rent Adjustments	2.5 percent annually through January 31, 2019 (original license term) 4 percent annually on February 1 of each year beginning February 1, 2019

FISCAL IMPACT

Under the existing license, the City would have paid rent to the Clay-Jones Apartment Owners' Association of \$362,934, from December 1, 2015 through the license termination date of January 31, 2019. However, the proposed first amendment to the license increases the rent to \$449,534, an increase of \$86,600 or approximately 24 percent from December 1, 2015 through January 31, 2019, as shown in Table 2 below.

Table 2: Comparison of Existing Rent to Proposed Rent Paid by City to Clay-Jones Apartment Owners' Association through License Termination Date of January 31, 2019^a

Dates	Rent Under Current License	Rent Under First Amendment	Increase	Percent Increase
Dec 1 2015 to Jan 31 2016 (2 months)	\$18,224	\$22,573	\$4,349	24%
Feb 1 2016 to Jan 31 2017	112,078	138,821	26,743	24%
Feb 1 2017 to Jan 31 2018	114,880	142,291	27,412	24%
Feb 1 2018 to Jan 31 2019	117,752	145,849	28,097	24%
Total	\$362,934	\$449,534	\$86,601	24%

^a Includes annual 2.5 percent rent increase

According to Mr. Charlie Dunn, Senior Real Property Officer at the Real Estate Division, the increase in rent for the remaining 38-month period under the existing license term from approximately December 1, 2015 through January 31, 2019 is due to a survey of the City's existing equipment on-site prior to the new license amendment. The survey was completed by ComSites West, which manages the equipment for the Clay-Jones Apartment Owners' Association. Since 1999, the City has added equipment to the site that is not reflected in the original license. The proposed increased rent accurately reflects all of the City-owned equipment located at 1250 Jones Street. Mr. Dunn states that the proposed rent is comparable to similar City licenses at other privately-owned sites for placement of telecommunications equipment.

The rent paid by the City to the Clay-Jones Apartment Owners' Association under the proposed first amendment for 38 months of the existing license term, and 120 months, or ten years, of the amended license term, from December 1, 2015 through January 31, 2029, is \$2,295,651, as shown in Table 3 below. This amount includes a \$25,000 one-time fee to be paid by the City to the Clay-Jones Apartment Owners' Association. According to Mr. Dunn, the one-time fee is typical for telecommunications licenses and was negotiated with the rent.

Table 3: Estimated Annual Rent Paid by the City to the Clay Jones Apartment Association ^a

Dates	Rent
Dec 1, 2015 through Jan 31, 2019 (See Table 2 above)	\$449,533
Feb 1, 2019 - January 31, 2020	151,683
Feb 1, 2020 - January 31, 2021	157,750
Feb 1, 2021 - January 31, 2022	164,060
Feb 1, 2022 - January 31, 2023	170,622
Feb 1, 2023 - January 31, 2024	177,447
Feb 1, 2024 - January 31, 2025	184,545
Feb 1, 2025 - January 31, 2026	191,927
Feb 1, 2026 - January 31, 2027	199,604
Feb 1, 2027 - January 31, 2028	207,588
Feb 1, 2028 - January 31, 2029	215,892
Total Rent	\$2,270,651
One-Time Fee	25,000
Total	\$2,295,651

^a Includes 4 percent annual rent increase from February 1, 2019 through January 31, 2029.

As noted above, the City has four (4) five-year options to extend the license through January 31, 2049. If the City exercises these options, rent would be subject to a four percent annual increase on February 1 of each year beginning February 1, 2019. There would be no readjustment to market value over the term of the extensions.

RECOMMENDATION

Approve the proposed resolution.



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

RECEIVED
 BOARD OF SUPERVISORS
 SAN FRANCISCO

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ELB



City and County of San Francisco
 REAL ESTATE DIVISION

John Updike
 Director of Real Estate

September 24, 2015

Through Naomi Kelly,
 City Administrator

Dept. of Emergency Management
 1250 Jones St.
 Assignment # 6900

Honorable Board of Supervisors
 City and County of San Francisco
 City Hall, 1 Dr. Carlton B. Goodlett Place
 San Francisco, California 94102

Dear Board Members:

Attached for your consideration is a Resolution authorizing the extension and modification of the communications site license at 1250 Jones St., San Francisco for use by the Department of Emergency Management (DEM)

The City has leased 1250 Jones St., comprising of multiple antennas and support infrastructure, for public safety communications equipment since 1998. 1250 Jones Street is located at the southeast corner of Clay Street, near the top of Nob Hill in San Francisco and it provides excellent radio transmission coverage from a tower mounted on the roof. 1250 Jones St. is one of eight strategically located public safety equipment sites. The 1250 Jones St. License was authorized by Board Resolution 805-97 and currently expires January 31, 2019 with no further options to extend the License.

City's equipment currently located at 1250 Jones Street includes (1) an equipment room in the main building; (2) microwave dishes, omni-directional antennas and panel antennas mounted on the tower and the roof of the building; (3) space for City's HVAC equipment on the building roof; (4) space for City's emergency generator also on the building roof; (5) conduits, panels, and equipment necessary to connect such emergency generator to the City's equipment; (6) conduits, panels and equipment necessary to connect fiber between the City's equipment in the building and the tower to City's fiber network in the street; and (7) connection of City equipment to the building's grounding system.

By Resolution 143-15, the Board of Supervisors approved the City's 5-year Information and Communication Technology Plan. Under the plan, the 1250 Jones site will undergo an upgrade of its equipment and facilities. Since the communication equipment at the site is vital, DEM will need to run redundant systems for a period of up to 18 months before a cutover to the new system.

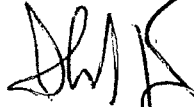
The proposed License Amendment (i) extends the License for 10 years beyond the current January 31, 2019 license expiration, (ii) provides for four (4) additional options to renew the license for five (5) years each at fixed rental rates (subject to an enactment of a Resolution by the Board of Supervisors and Mayor, in their sole and absolute discretion, approving and authorizing the same), (iii) updates the license for additional equipment added to the site since 1998, (iv) provides flexibility to add and remove equipment as technology and City's needs change; and (v) provides for dual equipment at no extra cost during an 18 month period for DEM's radio replacement project.

The proposed Base Rent is \$11,286.25 per month, continuing with the existing two and a half percent (2.5 %) annual increase on each February 1 as in the original contract and then increasing to four percent (4%) annually after the expiration of the original contract (February 1, 2019). City shall also pay a one-time fee of \$25,000. Attachment #1 provides current license terms and the proposed terms.

The Department of Emergency Management, Department of Technology, and Real Estate Division recommend approval of the proposed lease.

If you have any questions, please contact Charlie Dunn at 554-9861 of my office. For public safety communication information, please contact Michelle Geddes with the DEM at 558-3825.

Respectfully,



John Updike
Director of Property

Attachments

cc: Anne Kronenberg, DEM
Michelle Geddes, DEM
Miguel Gamino, DT
Clint Turner, DT

Attachment #1
1250 Jones St License

	Current	Proposed
Equipment	(9) Equipment Racks (4) Tower Antenna (1) GPS W3 Antenna	Unlimited Equipment Racks (4) Tower Antenna (3) Flat panel Antenna (1) VHF whip Antenna (3) GPS W3 Antenna
Base Rent	\$9,112.00 monthly	\$11,286.25 monthly plus a one-time fee of \$25,000
Base Rent Increase Date	Annually on February 1	Annually on February 1
Base Rent Increase Amount	2.5%	2.5 % to 2019, then 4%
Term	January 31, 2019	January 31, 2029
Options to Extend	None Remaining	Four (4) five year options at a continuation of the 4% annual increase

FIRST AMENDMENT TO ANTENNA SITE LICENSE
Site: The Clay Jones Rooftop

This FIRST AMENDMENT TO ANTENNA SITE LICENSE (the "**First Amendment**"), dated for reference purposes only as of _____, 2015 (the "**Reference Date**"), between the **Clay-Jones Apartments Owners' Association**, a California corporation (the "**Licensor**") and the **City and County of San Francisco**, a municipal corporation ("**Licensee**" or "**City**"), with reference to the facts set forth in the Recitals below:

RECITALS

A. Licensor is the owner of that certain real property (the "**Property**") and of that telecommunications site located thereon including a tower, equipment building space, other improvements and related equipment located at 1250 Jones Street, in the City and County of San Francisco, California (that portion of the Property and the improvements and related equipment located thereon are herein together referred to as the "**Site**") and more particularly described and depicted on Exhibit A, attached hereto and incorporated herein by reference.

B. Licensor, as landlord, and Motorola Inc., as tenant, entered into that certain Lease, dated October 1, 1996, pursuant to which Motorola Inc. leased from Licensor certain premises and antennae space in and on the Site, which lease was modified by an Addendum to Lease, dated as of March 1, 1998 (as so modified, the "**Motorola Lease**"). Pursuant to its rights under the Motorola Lease, Motorola Inc., as licensor, and Licensee, as licensee, entered into that certain Antenna Site License, executed as of December 27, 1998 (the "**Original License**"), pursuant to which Motorola granted to Licensee the right to install, operate and maintain certain radio communication equipment and related equipment and an emergency back-up generator on the Site.

C. Motorola Inc. assigned to Licensor and Licensor assumed from Motorola Inc. all of Motorola Inc.'s rights and obligations as licensor under the Original License, and Licensor is successor to all of Motorola's interest in the Original License. The term of the Original License is presently scheduled to expire on January 31, 2019. Licensor's current managing agent for the telecommunications facilities at the Property is ComSites West, LLC.

D. Licensor and Licensee desire to enter into this First Amendment to (i) extend the term of the Original License, (ii) document the antennae systems (including frequencies) presently installed by Licensee on the Site and the fee payable for such installations, (iii) provide for the payment by Licensee of a one-time lump sum payment to compensate Licensor for certain adjustments to the fees payable under the Original License that the parties failed to make when Licensee previously installed additional equipment on the Site, and (iv) amend the Original License in certain other respects, as set forth in the terms and conditions herein and on the exhibits and attachments hereto.

AGREEMENT

NOW, THEREFORE, in consideration of the facts contained in the Recitals above, the mutual covenants and conditions contained below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Effective Date of First Amendment. Notwithstanding the Reference Date set forth above, this First Amendment shall become effective on the date (the "**Effective Date**") upon which : (a) City's Board of Supervisors and Mayor, in their respective sole and absolute discretion, adopt a resolution

approving this First Amendment in accordance with all applicable laws, and (b) this First Amendment is duly executed by the parties hereto.

2. Modification of Certain Terms. The following references in the Original License shall be deemed to refer to the following corresponding terms:

“Motorola” shall be deemed to refer to Licensor, except in Paragraph 2 and the final sentence of Paragraph 10(a) of the Original License;

“License” shall be deemed to refer to the Original License, as amended by this First Amendment; and

“Site” shall be deemed to refer the Licensed Premises (as defined below).

3. Current Antennae Installations; Substitution of Exhibits. Licensor and Licensee acknowledge, confirm and agree that as of the Effective Date of this First Amendment Licensee’s antennae installations on the roof of the Building, are comprised, in their entirety, of the inventory described in the attached Exhibit A and depicted on the attached Exhibit B with the label “City & County”, “Cty/Cnty of SF” or “City and Cnty”. Effective as of the Effective Date of this First Amendment, Exhibit A and Exhibit B to the Original License are hereby deleted in their entirety and replaced with Exhibit A and Exhibit B of this First Amendment. All references in the Original License, as amended, to Exhibit A and Exhibit B are hereby deemed to mean Exhibit A and Exhibit B attached to this First Amendment.

4. Grant of License. Paragraph 1 of the Original License, entitled “License of Site,” is hereby deleted in its entirety and replaced with the following:

“1. Licensed Premises; License; System.

(a) Licensed Premises. As used herein, the “**Licensed Premises**” shall be comprised of the following space in the building located at 1250 Jones Street, San Francisco, California (the “**Building**”):

(i) “**Equipment Room**” – the room on the 20th floor of the Building shown outlined on the attached Exhibit B-2;

(ii) “**Generator Space**” – the space on the roof of the Building shown outlined and labeled on the attached Exhibit C, and such additional or substitute space as shall be agreed to by the Licensor and Licensee in writing;

(iii) “**HVAC Equipment Space**” – the space on the roof of the Building shown outlined and labeled “AC” and “Cty/Cnty of SF” on the attached Exhibit B-1, being the site of City’s existing AC unit and the space in the Equipment Room on which the proposed Redundant HVAC Unit will be installed, and such substitute space, if required by the Antenna Replacement Project, as shall be agreed to by Licensor and Licensee in writing in connection with any replacement of such units;

(iv) “**Tower and Rooftop Space**” - those portions of Licensor’s tower and other rooftop antenna mounting structures actually occupied by Licensee’s equipment and associated facilities from time to time; and

(v) “**Connection Space**” - those portions of Licensor’s conduits and other connections between the Equipment Room, Generator Space, HVAC Equipment Space and the Tower and Rooftop Space actually occupied by Licensee’s equipment and associated facilities from time to time.

(b) License. Licensor hereby grants to Licensee a license to use the Licensed Premises for the purpose of installing, operating and maintaining a radio/communication system of Licensee comprised of certain equipment and frequencies (the "**System**"), more particularly described in Paragraph 10 below. The Licensed Premises shall be for Licensee's exclusive use, subject to the terms and conditions of this License. Licensee shall not use the Licensed Premises for any purpose other than to install, inspect, replace, maintain, repair, remove and operate the System. Licensor shall use best efforts to prevent unauthorized persons from gaining access to Licensee's equipment. "

5. Licensee's System; Operation of Equipment. The following provisions shall be added to the Original License as Paragraph 10(c), Paragraph 10(d) and Paragraph 10(e):

"(c) Additional Antennae Facilities. As of the date of the First Amendment to this License, Licensee's System is comprised of the antennae and frequencies listed on the attached Exhibit A. No antennae or frequencies other than those listed herein in Exhibit A shall be installed and/or operated by or on behalf of Licensee except as provided herein. Should Licensee (i) propose to make changes (which shall not include routine repair and maintenance) that are deemed, in the reasonable opinion of Licensor, to be in excess of a like-kind replacement of the equipment listed in Exhibit A, or a like portion thereof; or (ii) make changes to the frequencies listed in Exhibit A; or (iii) install any antennas in addition to the equipment listed in Exhibit A, ((i) through (iii) collectively referred to as "**Additional Facilities**"), Licensee must first obtain Licensor's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed; provided, Licensor expressly reserves the right to condition its consent to such changes upon the following:

(i) If Licensor determines that the Additional Facilities may have an adverse impact on the structural integrity of the Property, or any improvements or equipment situated thereon, then Licensee, at its sole expense, shall have an engineering study performed on the tower with an engineering firm approved by Licensor and shall bear the cost of all improvements required, pursuant to that study, and approved by Licensor in its sole discretion to permit the installation of the Additional Facilities;

(ii) An increase in the License Fee in accordance with the Clay Jones Tower Site Fee Schedule set forth in Exhibit D, subject to the provisions of Paragraph 10(e) below; and

(iii) The Additional Facilities and their respective frequencies shall be subject to the same terms and conditions as set forth in herein, and any additional terms and conditions to be mutually agreed upon between Licensor and Licensee, and upon installation shall be part of Licensee's System.

(d) Reduction in Antennae Facilities. If Licensee elects to remove one or more of the antennas comprising Licensee's System, Licensee shall provide Licensor with thirty (30) days prior written notice of Licensee's intent to remove such antenna(s). Upon removal of any such antenna(s) (the "**Reduced Facilities**"), the License Fee shall be decreased in accordance with the Clay Jones Tower Site Fee Schedule set forth in Exhibit D (as such fees may have been previously increased pursuant to Paragraph 4(b), if applicable).

(e) Antennae Replacement Project; Special Provisions. Licensor acknowledges that Licensee expects to replace many of its existing antennae during the Term of this License, and that because of the critical nature of Licensee's antennae, which serve communications for City's fire, police, and other safety personnel's radios, Licensee must install, test, and cut over replacement antennae before removing old antennae. Licensee also intends to install a redundant AC unit (the "**Redundant HVAC Unit**") to service Licensee's System. The period during which

Licensee installs, tests, and cuts over any replacement antenna and removes the antenna to be replaced is referred to herein as the “**Replacement Period.**” Notwithstanding the provisions of Paragraph 10(c)(ii) above, there shall be no increase in the License Fee on account of the installation of a replacement antenna during the applicable Replacement Period (not to exceed eighteen (18) months for any replacement). Further, Licensee anticipates that Licensee shall perform a major antenna replacement project one time during the Term, and during the course of such project Licensee will require temporary use of an area in the general location shown on Exhibit B-2 for the placement of 2 equipment racks for batteries. Licensor shall make such space available within sixty (60) days of Licensee’s written request, and notwithstanding the provisions of Paragraph 10(c)(ii) above, no additional License Fee shall be payable hereunder on account of Licensee’s use of such area during the performance of such project (not to exceed eighteen (18) months).

(f) HVAC Maintenance. In consideration of Licensee’s maintenance of the generator equipment described in Paragraph 8(b) and Paragraph 8(c), Licensor, at Licensor’s cost, shall maintain Licensee’s rooftop HVAC equipment at the Site to the standards attached hereto as Exhibit E.”

6. Extension of Term. Licensor and Licensee acknowledge and agree that the term of the License is hereby extended for an additional period of ten (10) years, and, provided that Licensee is not then in material default under the License beyond any applicable notice, grace or cure periods provided therefor, Licensee shall have the option to extend the term of the License for up to four (4) additional five (5) year terms, on the terms and conditions set forth below. Effective as of the Effective Date, Paragraph 3 of the Original License shall be deleted and replaced with the following:

“3. Term.

(a) Term. The term of this License (the “**Term**”) shall commence on February 1, 1999, and shall expire on January 31, 2029, subject to City’s right to extend the term pursuant to Paragraph 3(b) below.

(b) Option to Extend Term. Licensee shall have the option (the “**Extension Options**”) to extend the Term of this License for up to four (4) additional five (5) year terms (each an “**Extension Term**”). Licensee may exercise the Extension Options, if at all, by giving written notice to Licensor no later than one hundred eighty (180) days prior to expiration of the Term to be extended; provided, however, if, on the date of giving such notice, Licensee is in material default under this License beyond any applicable notice, grace or cure periods provided therefor, Licensor may reject such exercise by delivering written notice thereof to City promptly after such failure to cure. Licensor acknowledges and agrees that Licensee’s notice of its intent to exercise an Extension Option shall be subject to enactment of a resolution by the Board of Supervisors and the Mayor, in their respective sole and absolute discretion, approving and authorizing the same, within sixty (60) days after the date such notice of exercise is given. The defined term “Term” shall include the initial Term and any applicable Extension Term.

(c) Holdover. Should City fail to surrender the Licensed Premises at the end of the Term, this License shall continue on a month-to-month basis on the terms and conditions contained herein until the tenancy shall be terminated by either party giving the other party at least one hundred eighty (180) days’ prior written notice of termination.”

7. License Fee; Modification of the License Fee; Annual Increase in License Fee; Payment Address.

a. One-Time Lump-Sum Payment. Licensor and Licensee acknowledge that the parties failed to make certain adjustments to the fees payable under the Original License when Licensee installed

additional equipment on the Site. Within two hundred seventy_____ (2____70) days of full execution and delivery of this Agreement, Licensee shall pay to Licensor the sum of Twenty Five Thousand Dollars (\$25,000), and the parties agree that such payment shall serve to cover the increased fee that was payable on account of such additional equipment under the Original License.

b. Modification of the License Fee. The "Total Monthly Fee" and "License Fee Schedule" on the cover sheet of the Original License, and Paragraphs 4(a), 4(b) and 4(c) of the Original License shall be deleted and the following shall be substituted for Paragraph 4 of the Original License:

"4. License Fee.

(a) Initial License Fee. Licensee shall pay a monthly fee (the "**License Fee**") comprised of the following:

- (i) Equipment Room Fee: Five Thousand Five Hundred Dollars (\$5,500) per month (which shall be a flat fee payable regardless of the number of racks or the amount of equipment installed in the Equipment Room); and
- (ii) System License Fee: Five Thousand Seven Hundred Eighty Six and 25/100 Dollars (\$5,786.25) per month (based on "Licensee's Approved Equipment and Frequencies – the System" described at Exhibit A and depicted in Exhibit B to this Agreement).

(b) Annual Increase in License Fee.

- (i) On February 1, 2016, February 1, 2017, and February 1, 2018 (each, an "**Original Increase Date**"), the monthly License Fee payable hereunder shall be increased to the amount that is one hundred two and one-half percent (102.5%) of the License Fee for the month immediately preceding such Original Increase Date.
- (ii) On February 1, 2019 and each February 1 thereafter during the Term (each, an "**Extended Term Increase Date**"), the monthly License Fee payable hereunder shall be increased to the amount that is one hundred four percent (104%) of the License Fee for the month immediately preceding such Extended Term Increase Date. "

(c) Payment Address. The License Fee shall be delivered to Licensor in care of ComSites West, LLC, 2555 Third Street, Suite 200, Sacramento, CA 95818 or such other address as Licensor may notify Licensee of in writing from time to time upon not less than thirty (30) days advance notice.

(d) Notwithstanding the foregoing, nothing in this Paragraph shall be deemed to modify the terms and conditions of or relating to Paragraph 10(c), Additional Facilities. "

8. Electrical Power Charge; Generator. Paragraph 8 of the Original License entitled "Electrical Service," is hereby deleted in its entirety and replaced with the following:

"8. Electrical Power; Licensee's Emergency Generator.

(a) Electrical Power. Licensor shall provide electrical power to the Licensed Premises for Licensee's System, and perform any related improvements as required. The electrical service shall be 120/208 Volts AC at 150 Amp, 3 phase. Subject to the provisions of Paragraph 8(b) below, Licensee agrees to pay to Licensor an initial monthly electrical power charge in the amount to be determined in accordance with the Clay Jones Tower Site Fee Schedule set forth in

Exhibit D of this License (the “**Electrical Power Charge**”), subject to adjustment as follows: should either Licensee’s electrical consumption (including its pro-rata share, in proportion with the other licensees at the Site receiving power through Licensor’s utility connection, of the power consumed by Licensor’s equipment required to operate the Site) or the utility rates charged by local utility companies to Licensor increase, Licensee agrees to pay to Licensor an increase in the monthly Electrical Power Charge equal to Licensor’s actual increased costs incurred due to Licensee’s increased utility usage or the increase in utility rates, as determined in by Licensor in good faith and specified in written notice delivered to Licensee together with reasonable documentation evidencing such increase.

(b) Emergency Generator; Back-Up Power to Certain Licensor Equipment. Licensee owns that certain emergency generator and fuel tank located on the roof of the Building in the approximate location indicated on Exhibit C, which location is for general reference purposes only and is not to scale. Licensee, at Licensee’s own expense, shall operate, maintain and ensure that all reasonable efforts will be made to minimize noise and emission for the generator. The space for the generator will be provided on a rent free basis and notwithstanding the provisions of Paragraph 8(a) above Licensee shall not be obligated to pay an Electrical Power Charge, provided that in addition to providing back-up power to Licensee’s System, the generator shall have the capability to supply back-up power to the following Licensor equipment (collectively, the “**Backed-Up Licensor Equipment**”) in the event of an electrical power failure: (i) one of the Building’s two passenger elevators, (ii) the Building’s emergency lighting, (iii) one water pressure pump, and (iv) the 100 amp electrical panel located in the commercial wireless equipment room located on the [20th] [- confirm] floor of the Building (the “**Commercial Wireless Equipment Room**”), provided that power to such electrical panel shall be limited to 80% of 15KW total power, and Licensee’s obligation to provide back-up power for such panel shall be subject to the conditions set forth in Paragraph 8(c) and Paragraph 8(d) below. Licensee shall not be obligated to provide back-up power to any other equipment at the Site.

(c) Future Load Test and Analysis. During the Replacement Period Licensee will perform or cause to be performed a load test and engineering analysis of the panels, conduits and circuitry to determine whether Licensee’s currently sized emergency power and infrastructure support can provide the necessary power to Licensee’s System and replacement equipment and the Backed-Up Licensor Equipment, including the electrical panel in the Commercial Wireless Equipment Room. Notwithstanding the provisions of Paragraph 8(b) above, Licensee shall have no obligation to supply emergency power to the electrical panel in the Commercial Wireless Equipment Room if such load test and analysis, in Licensee’s reasonable judgement, indicates that the current emergency generator or infrastructure would (i) require additional costs in excess of \$5,000 to provide emergency power to all of Licensee’s equipment and the Backed-Up Licensor Equipment, including the electrical panel in the Commercial Wireless Equipment Room, or (ii) providing back-up power to the Licensor Backed-up Equipment, including the electrical panel in the Commercial Wireless Equipment Room would reduce the generator’s capacity to run Licensee’s equipment to less than eight (8) hours.

(d) Reduction in Load to Commercial Wireless Equipment Room Electrical Panel. Promptly following the Effective Date of the First Amendment to this License Licensor shall remove Licensor’s AC units for the Commercial Wireless Equipment Room from the electrical panel that is backed up by Licensee’s emergency generator.

(e) Fuel Line Installation; Replacement of Emergency Generator; Cooperation. Licensee shall have the right, at Licensee’s sole expense, to install a fuel line, including filler valve and piping, to Licensee’s generator equipment so that Licensee’s generator equipment can be filled directly from the street surface, and Licensee shall cooperate with Licensee’s installation of such

fuel line. Such fuel line, filler valve, and piping shall be deemed part of Licensee's generator equipment. Licensee expects to replace its generator equipment during the term of this License. Because of the critical nature of Licensee's antennae, which serve communications for City's fire, police, and other safety personnel's radios, Licensee must ensure that back up power is available to Licensee's System at all times. Licensee shall have the right to alter, replace or remove Licensee's generator equipment upon Licensee's submission to Licensor of all plans, specifications and other information related thereto reasonably requested by Licensor, and upon Licensee's prior receipt of Licensor's written consent, which shall not be unreasonably withheld, conditioned or delayed. Licensor shall cooperate with Licensee's generator equipment replacement project, including cooperation with obtaining required governmental approvals and permits, cooperation with installation of the replacement generator equipment (by helicopter), and temporary placement on the Site of a large battery system during the generator swap out, as described in Paragraph 10(d) on the terms specified therein. "

9. Elimination of References to Master Agreement and Motorola Lease. Paragraph 2 of the Original License, entitled "Master Agreement," Paragraph 9 of the Original License, entitled "Relocation," and all references in the Original License to the Master Agreement are hereby deleted in their entirety. Any provision of the Original License shall, to any extent affected by reference to the Master Agreement, be of no force or effect; provided, however, that if the lack of effect of any such affected provision causes the benefit of the bargain between the parties to be substantially altered, then the parties shall negotiate a reasonable amendment to the Original License.

10. Additional Services. Effective as of the Effective Date, the following provision shall be added to the License as Paragraph 27:

"27. Additional Services. City reserves the right to request that Licensor, at City's cost, perform minor License related services or incur additional expenses not covered under this License from time to time, as reasonably requested by the City and approved by the City's Real Estate Division, acting through the Director of Property or his or her designee. If Licensor, in its sole discretion, agrees to perform such services or incur such additional expenses, City shall reimburse Licensor for the pre-approved cost for such expenses as an additional License Fee within thirty (30) days after receipt of Licensor's invoice for such service or expense, which cost may include a fifteen (15%) percent Licensor administrative fee and shall include reasonable backup documentation."

11. Notices.

a. Notice Addresses. The following addresses for notices shall be substituted for the addresses set forth on the cover sheet of the Original License:

For City: Department of Emergency Management
Division of Emergency Communications
1011 Turk Street
San Francisco, CA 94102
Attn: Michelle Geddes

with a copy to: Department of Technology (DT)
1 South Van Ness Avenue, 2nd Floor
San Francisco, CA 94103
Attn: CIO

and a copy to: Real Estate Division
City and County of San Francisco
25 Van Ness Avenue, Suite 400
San Francisco, CA 94102
Attn: John Updike, Director of Property

For Licensor: ComSites West, LLC
1250 Jones Street
San Francisco, CA 94109
Attn: Edward Dale

b. Notices. Paragraph 14 of the Original License entitled "Notices" is hereby deleted in its entirety and replaced with the following:

"14. Notices.

(a) Notices. All notices, requests, demands and communications hereunder will be given by first class certified, registered or mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, addressed to the parties as provided on the cover page. Any such notice or demand shall be deemed to have been given or made three (3) days after the date when it is mailed is sent by first-class certified or registered mail, one day after the date when it is mailed if sent by express mail, or one day after the date it is sent by overnight courier.

(b) Day-to-Day Communications. Day-to-day communications to Licensor regarding Site management and Site emergencies under this License should be directed to (call in this order): Jay Feick 916-799-1131; Charlie Feick 530-414-4376; Keith Chambers 530-913-6451; or Jerry Shaver 916-606-3407. Licensor shall provide written notice to Licensee when Licensor's designated contact persons change."

12. Update of Certain City Contracting Requirements.

a. Non-Discrimination in City Contracts and Benefits Ordinance. Effective as of the Effective Date, Paragraph 23 of the Original License shall be deleted and the following provision shall be substituted therefor:

"23. Non Discrimination in City Contracts and Benefits Ordinance

(a) Covenant Not to Discriminate. In the performance of this License, Licensor agrees not to discriminate against any employee of, any City employee working with Licensor, or applicant for employment with Licensor, 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. Licensor shall include in all subcontracts relating to the Licensed Premises a non-discrimination clause applicable to such subcontractor in substantially the form of subsection (a) above. In addition, Licensor shall incorporate by reference in all 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 subcontractors to comply with such provisions. Licensor's failure to comply with the obligations in this subsection shall constitute a material breach of this License.

(c) Non-Discrimination in Benefits. Licensor does not as of the date of the First Amendment to this License and will not during the term of this License, 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) CMD Form. As a condition to the First Amendment to this License, Licensor shall execute the "Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits" form (Form CMD-12B-101) with supporting documentation and secure the approval of the form by the San Francisco Contract Monitoring Division (the "CMD"). Licensor hereby represents that prior to execution of the First Amendment to this License: (a) Licensor executed and submitted to the CMD Form CMD-12B-101 with supporting documentation, and (b) the CMD 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 Paragraph by reference and made a part of this License as though fully set forth herein. Licensor shall comply fully with and be bound by all of the provisions that apply to this License under such Chapters of the Administrative Code, including but not limited to the remedies provided in such Chapters. Without limiting the foregoing, Licensor understands that pursuant to Section 12B.2(h) of the San Francisco Administrative Code, a penalty of Fifty Dollars (\$50) for each person for each calendar day during which such person was discriminated against in violation of the provisions of this License may be assessed against Licensor and/or deducted from any payments due Licensor."

b. Other Provisions. Effective as of the Effective Date, the following provisions shall be added to the License as Paragraph 28 and Paragraph 29:

"28. Conflicts of Interest. Through its execution of the First Amendment to this License, Licensor 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 Licensor becomes aware of any such fact during the term of this License, Licensor shall immediately notify City.

29. Limitation on Contributions. Through its execution of the First Amendment to this License, Licensor 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, the board on which that City elective officer serves, or a board on which an appointee of that individual serves, from making any campaign contribution to (a) the City elective officer, (b) a candidate for the office held by such individual, or (c) a committee controlled by such individual or candidate, 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. 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. Licensor acknowledges that the prohibition on contributions applies to each Licensor; each member of Licensor's board of directors, and Licensor's chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Licensor; any subcontractor listed in the contract; and any committee that is sponsored or controlled by Licensor. Additionally, Licensor acknowledges that Licensor must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126. Licensor further agrees to provide to City the name of each person, entity or committee described above."

13. Other Terms and Conditions Remain. In the event of any inconsistencies between the Original License and this First Amendment, the terms of this First Amendment shall control. Except as specifically revised or modified by the terms of this First Amendment, all of the terms, conditions and provisions of the Original License shall remain unchanged, in full force and effect and binding upon the parties thereto, their heirs, successors and assigns and are hereby ratified and affirmed.

14. Entire Agreement. Licensor and Licensee acknowledge, confirm and agree that the Original License and this First Amendment constitute the entire agreement between Licensor and Licensee with respect to the subject matter covered thereby and supersedes all prior representations. There are no representations, agreements, arrangements, or understandings, oral or written, between or among Licensor and Licensee relating to the subject matter of the Original License and this First Amendment that are not fully expressed therein.

15. Captions. The captions or headings of Sections or paragraphs of this First Amendment are provided for convenience only, and shall not be of any force or effect in construing any provision of this First Amendment.

16. Authority. If Licensor is a corporation, partnership, trust, association or other entity, Licensor and each person executing this First Amendment on behalf of Licensor, hereby covenants and warrants that (a) Licensor is duly incorporated or otherwise established or formed and validly existing under the laws of its state in which the Building is located, (c) Licensor has full corporate, partnership, trust, association or other appropriate power and authority to enter into this First Amendment and perform all Licensor's obligations under the License agreement, as amended by this First Amendment, and (d) each person (and all of the persons if more than one signs) signing this First Amendment on behalf of Licensor is duly and validly authorized to do so.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Fourth Amendment to be executed by their duly authorized representative as of the date first set forth above.

LICENSOR

Clay-Jones Apartments Owners' Association

by: _____ Date _____

name: _____

its: _____

LICENSEE

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By: _____ Date _____

JOHN UPDIKE
Director of Property

APPROVED AS TO FORM FOR CITY:

DENNIS J. HERRERA
City Attorney

By: _____

Anita L. Wood
Deputy City Attorney

EXHIBIT A

Property Description Site Description Licensee's Approved Equipment and Frequencies ("System")

PART ONE: PROPERTY

The property in the City and County of San Francisco, State of California, described as follows:

Parcel I:

UNIT NO. 1602, Lot 83, as shown on that certain map entitled "MAP OF THE CLAY JONES APARTMENTS SAN FRANCISCO, CALIFORNIA. BEING A SUBDIVISION OF REAL PROPERTY ON A PORTION OF FIFTY VARA BLOCK NO. 217 ALSO ASSESSOR'S BLOCK 221," which map was filed in the office of the Recorder of the City and County of San Francisco, State of California, on March 7, 1973 in Condominium Map Book No. 3 at pages 33 through 47 inclusive.

Parcel II:

An undivided 2.960% interest in and to all that certain real property situated in the City and County of San Francisco, State of California, described as follows:

BEGINNING at the point of intersection of the easterly line of Jones street and the southerly line of Clay Street; running thence southerly along said line of Jones Street 60 feet, 6 inches to a point thereon distant 60 feet northerly from the northerly line of Pleasant Street; thence at a right angle easterly 82 feet, 5 inches; thence at a right angle southerly 60 feet to the northerly line of Pleasant Street; thence at a right angle easterly along said line of Pleasant Street 55 feet, 1 inch; thence at a right angle northerly 120 feet, 6 inches to the southerly line of Clay Street; thence at a right angle westerly, along said line of Clay Street, 23 feet; thence at a right angle southerly 60 feet northerly from the northerly line of Pleasant Street; thence at a right angle westerly, along said parallel line so drawn, 23 feet; thence at a right angle northerly 60 feet, 6 inches to the southerly line of Clay Street; thence at a right angle westerly, along said line of Clay Street, 91 feet, 6 inches to the point of beginning.

Parcel III:

An appurtenant easement over all the air space over those existing structures, fixtures and projections then existing upon the following described property:

All that certain real property situated in the City and County of San Francisco, State of California, described as follows:

BEGINNING at the point of intersection of the northerly line of Pleasant Street and the easterly line of Jones Street; running thence northerly along said line of Jones Street 40 feet; thence at a right angle easterly 68 feet; thence at a right angle northerly 20 feet; thence at a right angle easterly 14 feet, 5 inches; thence at a right angle southerly 60 feet to the northerly line of Pleasant Street; thence at a right angle westerly, along said line of Pleasant Street, 82 feet, 5 inches to the point of beginning.

BEING a part of 50 Vara Block No. 217.

Said easement was created appurtenant by that certain Deed of Easement, recorded September 17, 1965 in Book A-965 of Official Records of the City and County of San Francisco, at page 735, Document No. 0-22055.

Parcel IV:

EXHIBIT A

An appurtenant easement over all the air space over those existing structures, fixtures and projections then existing upon the following described property:

All that certain real property situated in the City and County of San Francisco, State of California, described as follows:

BEGINNING at a point on the easterly line of Jones Street, distant thereon 40 feet northerly from the northerly line of Pleasant Street; running thence northerly along said line of Jones Street 20 feet; thence at a right angle easterly 68 feet; thence at a right angle southerly 20 feet; thence at a right angle westerly 68 feet to the point of beginning.

BEING a part of 50 Vara Block No. 217.

Said Easement was created appurtenant by that certain Deed of Easement, recorded September 17, 1965 in Book A-965 of Official Records of the City and County of San Francisco at page 740, Document No. 0-22056.

Parcel V:

An appurtenant easement over all the air space over those existing structures, fixtures and projections then existing upon the following described property:

All that certain real property situated in the City and County of San Francisco, State of California, described as follows:

BEGINNING at a point on the southerly line of Clay Street, distant thereon 91 feet, 6 inches easterly from the easterly line of Jones Street; running thence easterly along said line of Clay Street 23 feet; thence at a right angle southerly 60 feet, 6 inches; thence at a right angle westerly 23 feet; thence at a right angle northerly 60 feet, 6 inches to the point of beginning.

BEING a part of 50 Vara Block No. 217.

Said easement was created appurtenant by that certain Deed of Easement, recorded September 17, 1965 in Book A-965 of Official Records of the City and County of San Francisco at page 745, Document No. 0-22057.

EXHIBIT A

PART TWO: Licensee's Approved Antennae Equipment and Frequencies – the "System"

ANTENNA & FREQUENCY INVENTORY

Four (4) Coax 7/8th inch to tower to:

8' tall omni antenna tag #002 located at 99' on the NW leg of tower.

18'2" tall omni antenna tag #003 located at 75' on the NW leg of tower.

18'2' tall omni antenna tag #004 located at 75' on the SE leg of tower.

12' tall omni tag antenna #006 located at 59' on the NW leg of tower.

Three (3) microwave dishes 4' in diameter. MW Freq 11 GHz and 18 GHz.

4'HP dish on tower tag #018 located at 17' on the East face of tower.

4'HP dish on tower tag #019 located at 17' on the West face of tower.

4' HP dish on 21' pole on the West parapet.

One (1) 2' microwave dish on the 21' pole West parapet.

One (1) VHF whip antenna on the 21' pole West parapet.

Three (3) coax ¼" to the 3-18' wi-fi panels 18" square. Wi-fi freq 4.9 GHz

One (1) Coax RG-8

One (1) Coax ½' heliax

Two (2) Coax LMR 400

One (1) elliptical wave guide

One (1) 3/8" wave guide

VHF – 158.76

800 MHz Frequencies

<u>TX</u>	<u>RX</u>
851.425	806.425
851.4	806.4
851.15	806.15
851.125	806.125
851.5875	806.5875
851.6125	806.6125
851.8125	806.8125
852.0625	807.0625
852.0875	807.0875
853.8875	808.8875
852.2625	807.2625
852.2125	807.2125
852.675	807.675
852.3875	807.3875
852.8375	807.8375
851.7625	806.7625
853.4125	808.4125
853.225	808.225
853.0875	808.0875
853.625	808.625
853.65	808.65
853.7875	808.7875
853.4375	808.4375
859.4875	814.4875

EXHIBIT A

EQUIPMENT RACK/CABINET INVENTORY

Not Applicable

EXHIBIT B-1
Roof Site Plan
 Depicting Licensee's Approved System

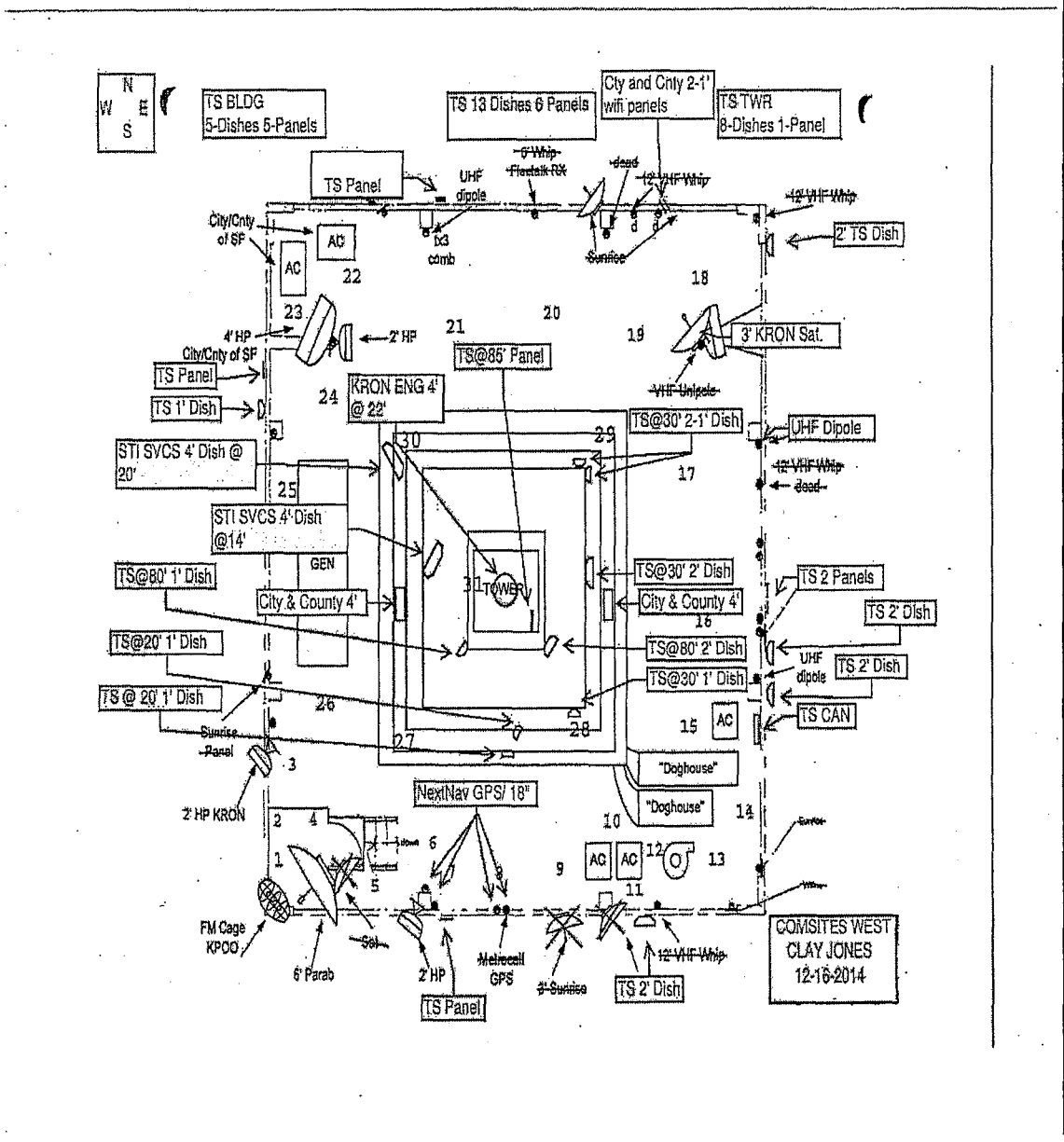


EXHIBIT B-2
Equipment Room Site Plan
Depicting Licensee's Private Communications Room and Location of Temporary Battery Racks

EXHIBIT D

**ANTENNAS
MINIMUM ADDITIONAL MONTHLY FEE*
(CUSTOMER OWNED AND MAINTAINED)**

TYPE	MONTHLY LICENSE FEE			
Omni Directional Antenna (VHF, UHF, 7/800MHz)	\$425			
Broadcast	\$80 per foot (min. \$650)			
Panel	2'T or less	3'-4'T	5'T	6'T or more
	\$120	\$60 per foot	\$265	\$48 per foot
Flat Panel	2'T or less		Over 2'T	
	\$110		\$50 per foot	
Dishes	On Parapet or Pole		On Tower**	
	Up to 5' Diam.	6'-10' Diam.	All Diameters	
	\$75 per foot	\$85 per foot	\$100 per foot	

* all tower installations require a \$2,800 structural analysis fee and based on the results of the analysis and the overall impact on tower loading, an increase in the above rates may be required.

** available below 25' tower elevation.

ADDITIONAL CUSTOMER OWNED GENERATORS

Priced "per square foot" for overall footprint – subject to availability.

NOTE: THE RATES IN THIS SCHEDULE ARE SUBJECT TO INCREASE ANNUALLY ON JANUARY 1 OF EACH YEAR BY THE AMOUNT THAT IS ONE HUNDRED FOUR PERCENT (104%) OF THE RATE OF THE IMMEDIATELY PRECEDING YEAR.

EXHIBIT E
Minimum HVAC Maintenance

ANTENNA SITE LICENSE

LICENSOR

MOTOROLA, INC., a Delaware corporation
Network Services Division
1307 East Algonquin Road
Schaumburg, IL 60196

Attn: Customer Response Center
North American Antenna Sites
Phone (888) 888-7760
Fax (888) 889-1236
Federal Tax ID No. 36-111-5800

CITY

Name: CITY AND COUNTY OF SAN FRANCISCO Phone: (415) 554-9850
Attn.: Director of Property
Address: 25 Van Ness Avenue, Suite 400
San Francisco, CA 94102

Billing Address: Same as above

*Emergency Communications Department
1011 Turk Street
San Francisco, CA 94102*

LICENSE SITE

Name: Clay Jones *Attn: Habel Martinez* P & L No.: 02248A
Address: 1250 ^{Jones} Clay Street
City & State: San Francisco, CA Zip: 94109

BASIC LICENSE INFORMATION

Reference No.: TG-3TLM46 Initial Term: Ten (10) years
License Date: 04/24/98 Commencement Date: 02/01/99
Customer No.: 00001 Total Monthly Fee: \$4,825

LICENSE FEE SCHEDULE

<u>Description</u>	<u>Number of Units</u>	<u>Monthly Fee Per Unit</u>	<u>Total Monthly License Fee</u>
No. of Equipment Racks:	9	\$455.55	\$4,100
Antenna Positions: 2@72ft, 1@100ft and 1@60ft	4	\$100.00	\$ 400
Microwave Dish Charge:			
One 2ft dish@\$100	1	\$100.00	\$ 100
One 4ft dish@\$200	1	\$200.00	\$ 200
Other: GPS.W3	1	\$ 25.00	\$ 25
		TOTAL	\$ 4,825

1. **License of Site.** Motorola, Inc. ("**Motorola**") hereby confers upon the City the right to install, operate and maintain certain radio communication equipment, as more particularly described in Exhibits A and B, as well as an emergency back-up generator shown on Exhibit C, at 1250 Jones Street, San Francisco, CA 94109 ("**Site**"). This license is subject to the terms and condition of the Lease Agreement and Addendum To Lease ("**Lease**") between Motorola, as tenant, and Clay-Jones Apartment Owners Association (the "**Association**"), as landlord, a complete copy of which is attached hereto as Exhibit D. The Clay-Jones apartment building shall be referred to as the "**Building**". Motorola shall not amend or modify the Lease in any manner that would reduce City's rights on the Site. Motorola shall provide City advance notice of any amendments or modifications to the Lease ("**Amendments**") and provide City copies of such Amendments. The Amendments shall be incorporated herein as amendments to Exhibit D. The City shall abide by the terms and condition of the Lease. City shall take, at its expense, all measures necessary to render City's equipment inaccessible to unauthorized persons. Motorola shall use best efforts to prevent unauthorized persons from gaining access to the City's equipment.

2. **Master Agreement.** Motorola and City have entered into an agreement, dated September 22, 1997 and known as the Citywide 800 MHz Radio System Project Agreement (the "**Master Agreement**"). Nothing in this License is intended to limit, amend, or modify Motorola's obligations under the Master Agreement except as expressly stated otherwise in this License.

3. **Initial Term, Extension Term.** The initial term of the License shall be a ten (10) year period commencing on the later of December 1, 1998 or the date of completion and acceptance by City of any equipment, work or services required to be performed by Motorola for the Site under the Master Agreement ("**Initial Term**"). In addition to the Initial Term, the City shall have two (2) five-year options to extend the term of this License (each an "**Extended Term**"). The City shall have the right to exercise the option anytime prior to the expiration of the current term by providing written notice to Motorola. The Extended Terms shall be on the same terms and conditions contained in this License. (The "**Initial Term**" and the "**Extended Terms**" shall be collectively referred to herein as "**Term**"). At the end of the Term, this License shall continue on a month-to-month basis, subject to a one hundred eighty day cancellation right by either party.

4. **License Fee.**

(a) **First Five Years of the Initial Term.** During the first five (5) years of the Initial Term, City shall pay a monthly fee in amount of Four Thousand Eight Hundred Twenty Five Dollars (\$4,825) ("**Fee**").

(b) **Second Five Years of the Initial Term.** The Fee shall be increased to Five Thousand Seven Hundred Ninety Dollars (\$5,790) which shall be effective beginning on the fifth (5th) anniversary of this License through the remainder of the Initial Term.

(c) **Extension Options.** At the commencement of the first Extended Term, Year 11, the Fee shall be the lower of Seven Thousand Eight Hundred Sixty Dollars (\$7,860) or ninety percent (90%) of the current Clay Jones site rent for a nine (9) rack, four (4) antenna mount, two (2) microwave dish mount and one (1) GPS antenna mount facility (the "**Facility**") and shall be increased annually by two and one-half percent (2.5%) for Years 12-15. At the commencement of the second Extended Term, Year 16, the Fee shall be the lower of Nine Thousand One

Hundred Twelve Dollars (\$9,112) or ninety percent (90%) of the current Clay Jones site rent for the Facility and shall be increased annually by two and one-half percent (2.5%) for Years 17-20.

(d) **Payment of Fee.** The Fee is payable in arrears on the last day of each month. Should the City fail to pay the Fee when due, Motorola shall send written notice thereof to City. The City's failure to pay such Fee within ninety (90) days of such notice shall be cause for termination of the License by Motorola. If the first day of the Term is not the first day of the month, the Fee payable for the first month shall be a prorata amount based on a 30-day calendar month.

5. **Hold Over Fee.** In the event this License is terminated pursuant to Paragraphs (3), (10), or (25) hereof, and so long as City's equipment remains on the Site (even if it has been disconnected), City shall pay to Motorola a hold-over License fee equal to one hundred percent (100%) of the then-effective Fee, prorated from the effective date of termination to the date the equipment is removed from the Site. Motorola understands and acknowledges that the equipment at the site is part of the City's emergency communication system. Accordingly, Motorola waives its right to remove and store the equipment upon termination of this License without a court order authorizing its removal.

6. **Condition of the Site.** City shall keep the Site and City's equipment in good order and repair. Upon expiration or termination of this License, City shall remove all property from the Site which was placed there by City and shall restore the Site to its original condition as when received, normal wear and tear excepted. Motorola shall be solely responsible for the maintenance of the tower shown on Exhibit B (the "Motorola Tower") and ensuring that it is operated in compliance with all lighting and painting rules and requirements of the FCC and any similar rules and requirements of the Federal Aviation Administration ("FAA") (collectively the "FCC/FAA Rules").

7. **Liability.** In connection with the use of the Site under this License, except for its own acts and except as provided in Paragraph (10)(b) below, Motorola shall not be liable to City or to any other person or entity for any loss or damage, regardless of cause. Specifically, but without limiting the generality of the foregoing, except for intentional tort, personal injury, or death, Motorola's liability under this License shall not exceed Two Million Dollars (\$2,000,000). City shall save, indemnify and hold Motorola harmless from and against any and all loss, cost, damage, expense or liability, occasioned by, growing out of, arising from this License or any act or failure to act by City, its employees, agents, invitees. This Paragraph (7) relates strictly to this License Agreement and does not modify or amend any other agreements Motorola may have with the City.

8. **Electrical Service.** Motorola shall, at its sole expense, provide electrical power to the Site for the City's radio communications equipment and perform any related improvements as required. The electrical service shall be 120/208 Volts AC at 150 Amp, 3 phase. Motorola shall use its best efforts to enter into a written agreement with the Association that is coterminous with this License to allow Motorola to install, at its sole expense, an emergency back-up generator in the location shown on Exhibit C, which location is for general reference purposes only and is not to scale. Once installed by Motorola and accepted by City, City shall become the owner of the generator. The City, at its own expense, shall operate, maintain and ensure that all reasonable efforts will be made to minimize noise and emissions from the generator.

The space for the generator will be provided on a rent free basis provided that the emergency

generator shall have the capability to supply a minimum of 100 KW of back-up power for forty continuous hours to City's equipment and mechanical ventilation system at the Site, and one of the Building's two passenger elevators along with the Building's emergency lighting and one water pressure pump in the event of an electrical power failure (tank size may be limited to less than forty hours by building code requirements).

In the event Motorola is unable to install the emergency generator, Motorola shall use its best efforts to enter into a written agreement with the Association to allow Motorola to install an automatic transfer switch with an electric conduit terminating at a mutually agreed upon location, in order that City may connect a portable generator or an off-site emergency power source. All work related to the purchase and installation of the emergency generator and automatic transfer switch shall be performed by Motorola under the terms of the Master Agreement between the City and County of San Francisco and Motorola, Inc. dated September 22, 1997 and shall not be covered under this License Agreement.

9. **Relocation.** If the Lease is terminated as a result of any default by Motorola and City is required to relocate its radio equipment to another site (the "Relocation Site"), Motorola shall reimburse City for any actual reasonable costs or expenses incurred by City for the relocation and installation of City's equipment and for any improvements to the Relocation Site to meet the performance specifications of the Master Agreement or the requirements of any law. Motorola shall reimburse City the difference between the Fee and any greater consideration City is required to pay under any agreement for the Relocation Site for a term commensurate with the remaining term of this License. Paragraph (7) of this License [Liability] shall not be deemed as limiting Motorola's liability under this Paragraph.

10. **Operation of Equipment.**

(a) City shall install, operate and maintain the City's equipment at the Site in accordance with all applicable laws and regulations. City shall install radio equipment of types and frequencies which would not cause measurable interference with the equipment of Motorola or other users of the Site. In the event the City's equipment causes such interference City shall take all steps necessary to correct and eliminate such interference. If said interference cannot be eliminated within a reasonable length of time (not to exceed forty-eight (48) hours), City agrees to then immediately cease using the equipment which is creating the interference (except for short tests necessary for the elimination of the interference). In the event City cannot eliminate such interference after using its best efforts to do so, this License shall then terminate without further obligation on either party with respect to such equipment, except for City's obligation to pay all fees owed to Motorola at the time of such termination. Notwithstanding any term or condition in this License, this Paragraph (10) shall not modify any duty, obligation, liability or responsibility of Motorola as contained in the Master Agreement.

(b) After the commencement date stated on the cover sheet (the "**Commencement Date**"), Motorola shall not install or allow any third party to install communication equipment of type and frequency which would cause measurable interference with the City's equipment. In the event that such Motorola or third party equipment causes such interference, Motorola, at its sole cost and expense, shall take all steps necessary to correct and eliminate the interference. If the interference cannot be eliminated within a reasonable period of time (not to exceed forty-eight (48) hours), Motorola shall immediately cease or cause the third party to cease operation of the equipment causing the interference (except for short tests necessary for the elimination of the interference).

11. **Assignments.**

(a) City hereby represents to Motorola that City may be financing City's equipment and certain improvements at the Site with governmental securities secured by certain lease payments by the City. In connection with the financing, the City will need to assign this License to the City and County of San Francisco Finance Corporation (or similar type entity) and this corporate entity will in turn assign its right to a bond trustee (collectively, "Financing Assignments"). To allow City to accomplish the proposed financing, Motorola hereby irrevocably consents to all the Financing Assignments.

(b) In the event of a default of any of the governmental securities issued, in whole or in part, to finance the City's equipment or improvements at the Site, Motorola hereby irrevocably consents to the assignment of the License to any other user of similar sites or equipment provided that the use is not a direct competitor of Motorola in the telecommunications business.

(c) Motorola may assign its rights under this License to any other party provided (i) that Motorola sends written notice of such assignment and the name and address of the assignee to the City and (ii) the successor to Motorola shall recognize this License and shall not disturb the City in its use of the Site for any reason other than one that would entitle Motorola to terminate this License in accordance with the terms hereof. Upon the satisfaction of these conditions, Motorola shall have no further obligation or liability to the City under this License and the City shall pay subsequent monthly license fees and attend to the successor of Motorola. The provisions of this Paragraph (11) shall be self-operative and no further instrument shall be required other than as provided herein.

12. **Insurance.** Motorola acknowledges that City maintains a program of self-insurance and agrees that City shall not be required to carry any third-party comprehensive general liability insurance or other insurance with respect to this License. City assumes the risk of damage to any of City's personal property, except for damage caused by the negligence or willful misconduct of Motorola or its agents.

13. **Liens.** City shall not permit any mechanics, materialman's or other liens to stand against the Site for any labor or material furnished the City in connection with work of any character performed on the Site by or at the direction of the City. In the event that any notice of lien shall be filed or given, City shall, without delay, cause the same to be released or discharged and Motorola shall be completely indemnified by City from and against any losses, damages, costs, expenses, fees, or penalties suffered or incurred by Motorola on account of the filing of such claim or lien. Notwithstanding the foregoing, Motorola acknowledges and accepts that certain liens will be filed against the equipment to be installed at the Site pursuant to the City's financing arrangement with the City of San Francisco Finance Corporation and the bond trustee ("Financing Entities").

14. **Notices.** Except as set forth in Paragraph (3) above, any notice or demand required or permitted to be given or made if sent by certified mail in a sealed envelope, postage prepaid, addressed in the case of Motorola to: General Manager, Motorola, Inc., Network Services Division, 1301 East Algonquin Road, Schaumburg, Illinois 60196, and in the case of City, notices shall be sent to the following addresses: (1) City and County of San Francisco Real Estate Department, 25 Van Ness Avenue, Suite 400, San Francisco, California 94102, Attention:

Director of Property, (2) Department of Telecommunications and Information Services, 901 Rankin Street, San Francisco, California 94124, Attention: Fred Weiner, Deputy Director (3) City and County of San Francisco Finance Corporation, c/o Mayor's Office 401 Van Ness Avenue, Room 304, San Francisco, California 94102, Attention: Assistant Secretary, (4) City Attorney's Office, Attention: Robert A. Bryan, 1390 Market Street, 6th Floor, San Francisco, California 94102, and (5) any other person designated in writing by the City. Any such notice or demand shall be deemed to have been given or made three (3) days after the date when it is deposited in the United States mail. Motorola or the City may change their respective notice addresses by providing the other party 24-hour advance written notice of the change.

15. **Waiver.** Failure or delay on the part of Motorola or City to exercise any right, power, or privilege hereunder shall not operate as a waiver thereof.

16. **Prior Negotiations, Amendment and Benefits.** This License constitutes the entire agreement of the parties hereto and shall supersede all prior offers, negotiations and agreements. No revision of this License shall be valid unless made in writing and signed by an officer of Motorola and an authorized agent of the City. The provisions of this License apply to and are binding upon the heirs, successors, executors, administrators and assigns (the latter if permitted) of the parties.

17. **Severability.** If any provision of this License shall be held to be invalid, illegal or unenforceable, the remaining provisions shall be binding upon the parties and shall be enforceable as though the invalid, illegal or unenforceable provision were not contained herein.

18. **City's Access to the Site.** During the Term, City shall have access to the Site twenty-four (24) hours each day for the purpose of constructing or installing, inspecting, maintaining, repairing, restoring, or replacing City's equipment. Motorola hereby grants to City during the Term and for the limited purposes and subject to the terms and conditions set forth below, a nonexclusive license in and over the following common areas of the building in which the Site is located: areas providing physical access by personnel and equipment including ramps, loading docks, walkways, staircases, and ladders; and the roof of the building on which City's equipment is installed along with access to the Motorola Tower for emergency repairs of City equipment, which determination shall be at City's sole discretion. The license granted to City under this Paragraph (18) is for the sole purpose of constructing, installing, inspecting, maintaining, repairing, restoring, replacing and operating City's equipment located on the Site or the common areas of the building, including any necessary electrical and telephone conduits, in accordance with the use permitted under this License. In order for City employees, contractors or agents to be granted access to the Site, each such individual must present a picture ID and key to the Site to the on duty security guard as well as log in and out with said guard. The Site has security service 24 hours per day. In the event the security guard is not at the front door, individuals requesting access to the Site should ring the doorbell to alert security. Under no circumstances will City employees, contractors or agents be granted access to the Site unless they are in compliance with the conditions described above or are escorted by a Motorola employee or agent.

19. **Environmental.** City hereby covenants that it shall bring onto the Site no hazardous substances, hazardous wastes, pollutants, asbestos, polychlorinated byphenyls (PCBs), petroleum or other fuels (including crude oil or any fraction or derivative thereof) except for fuel required to operate the emergency back-up generator referenced in Paragraph 8 above, or underground storage tanks (collectively, the "Environmental Hazards"). For purposes of this License, the term

"hazardous substances" shall be as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. Section 9601 *et seq.*) (CERCLA), and any regulations promulgated pursuant thereto. The term "hazardous wastes" shall be as defined in the Resource Conservation and Recovery Act (42 U.S.C. Section 6901 *et seq.*) (RCRA), and any regulations promulgated pursuant thereto. The term "pollutants" shall be as defined in the Clean Water Act (33 U.S.C. Section 1251 *et seq.*), and any regulations promulgated pursuant thereto. City agrees to indemnify, save and hold harmless Motorola, its successors and assigns, and their respective present and future officers, directors, employees and agents (collectively, the "indemnitees") from and against any and all liabilities, penalties, fines, forfeitures, demands, damages, losses, claims, causes of action, suits, judgments, and costs and expenses incidental thereto (including, but not limited to, the cost of defense, settlement, reasonable attorney's fees, reasonable consultants' fees and reasonable experts' fees), which Motorola or all or any of the indemnitees may hereafter suffer, incur, be responsible for or disburse as a result of: (A) any governmental action, order, directive, administrative proceeding or ruling; (B) personal or bodily injuries (including death) or damage (including loss of use) to any property (public or private); (C) cleanup, remediation, investigation or monitoring of any pollution or contamination of or adverse effects on human health or the environment; or (D) any violation or alleged violation of laws, statutes, ordinances, orders, rules or regulations of any governmental entity or agency directly or indirectly caused by or arising out of an Environmental Hazard existing on or about the Site but only to the extent that any such existence is caused by the activities of City and/or City's officers, directors, employees, agents, invitees or City. This provision shall survive the termination or expiration of this License.

20. **MacBride Principles - Northern Ireland.** The City 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 also urges San Francisco companies to do business with corporations that abide by the MacBride Principles. Motorola acknowledges that it has read and understands the above statement of the City concerning doing business in Northern Ireland.

21. **Controller's Certification of Funds.** The terms of this License shall be governed by and subject to the budget and fiscal provisions of the Charter of the City. Notwithstanding anything to the contrary contained in this License, there shall be no obligation for the payment or expenditure of money by City under this Agreement unless the Controller of the City first certifies, pursuant to Section 3.105 of the Charter of the City, 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 License commences, sufficient funds for the payment of the License Fee and any other payments required under this License are not appropriated for any reason, then City may terminate this License, 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 Motorola reasonable advance notice of such termination.

22. **Tropical Hardwood and Virgin Redwood Ban.** The City urges companies not to import, purchase, obtain or use for any purpose, any tropical hardwood or tropical hardwood product, virgin redwood or virgin redwood wood product.

23. **Non-Discrimination in City Contracts and Benefits Ordinance.**

(a) In the performance of this License, Motorola 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, 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, Motorola in any of Motorola'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 Motorola.

(b). The City has granted Motorola an exception from the requirements of Chapters 12B and 12C of the City and County of San Francisco Administrative Code for purposes of this License. City and Motorola agree that such exception from the requirements of Chapters 12B and 12C is demonstrated by the completed "Sole Source and Emergency Exception Waiver Request Form" approved by the San Francisco Human Rights Commission and attached hereto as Exhibit F.

24. **Effectiveness of License.** This License shall not be effective until the parties hereto have executed and delivered this License (the "Effective Date").

25. **City's Right to Terminate.** In the event City loses its permits necessary to operate its radio transmitting and receiving equipment along with associated other electronic equipment of this Site in spite of reasonable efforts by City to maintain its permits and is thereby unable to use the Site as a communications site or, if as a result of Motorola's action or omission, or as a result of material damage or destruction to the Site that is not caused by City, City is unable to use the Site as intended due to lack of signal strength or due to signal interference, for a period of thirty (30) days' or more, or City reasonably determines that the 800 MHz System has become obsolete, City may terminate this License with sixty (60) days' prior written notice to Motorola.

26. **Arbitration.** Motorola and City will attempt to settle any claim, dispute or controversy arising out of this License through consultation and negotiation in good faith and mutual cooperation. Should the parties fail to reach an agreement within thirty (30) days, either City or Motorola may elect to arbitrate any dispute or controversy arising under this License by providing the other party fifteen (15) days' prior written notice thereof. In the event of any arbitration pursuant to this License, the arbitration shall be conducted in the City and County of San Francisco, California, by three (3) arbitrators. City and Motorola shall each have the right to select one of the arbitrators. Once selected, the two arbitrators shall select a third arbitrator within fifteen (15) days. If the arbitrators cannot agree within such time frame, the parties shall be obligated to select two new arbitrators. Within ten (10) days of the selection of the third arbitrator, the three (3) arbitrators shall establish the rules by which the arbitration shall be conducted. This agreement to arbitrate shall be self-executing. The arbitrators shall have no power to modify or enforce any provisions of this License and their jurisdiction is limited accordingly. The expenses of arbitration shall be borne equally by City and Motorola, provided that each party shall be responsible for the fees and expenses of its own experts, evidence and attorneys. **The arbitration shall be non-binding on both parties.** Except as stated herein, arbitrations shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association. If mutually acceptable to both parties, the parties may agree to some other form of non-binding alternative dispute resolution procedure.

Motorola and City have executed this License, in triplicate, on the 27th day of December, 1998.

MOTOROLA:

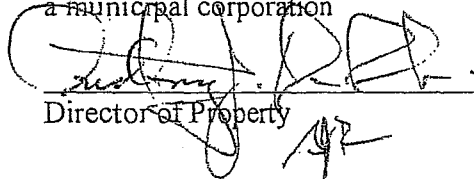
MOTOROLA, INC.,
a Delaware corporation

By: _____
Its: National Antenna Site Administrator

Grant B. Milner 12/27/98
By: GRANT B. MILNER
Its: DIRECTOR OF ANTENNA SITE BUSINESS

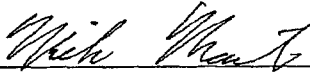
CITY:

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation



Director of Property

RECOMMENDED:



Director
Emergency Communications Department

APPROVED AS TO FORM:

LOUISE H. RENNE,
City Attorney

By: 

Deputy City Attorney

Approved by:
Board of Supervisors Resolution No. 805-97

EXHIBIT A

EQUIPMENT ROOM

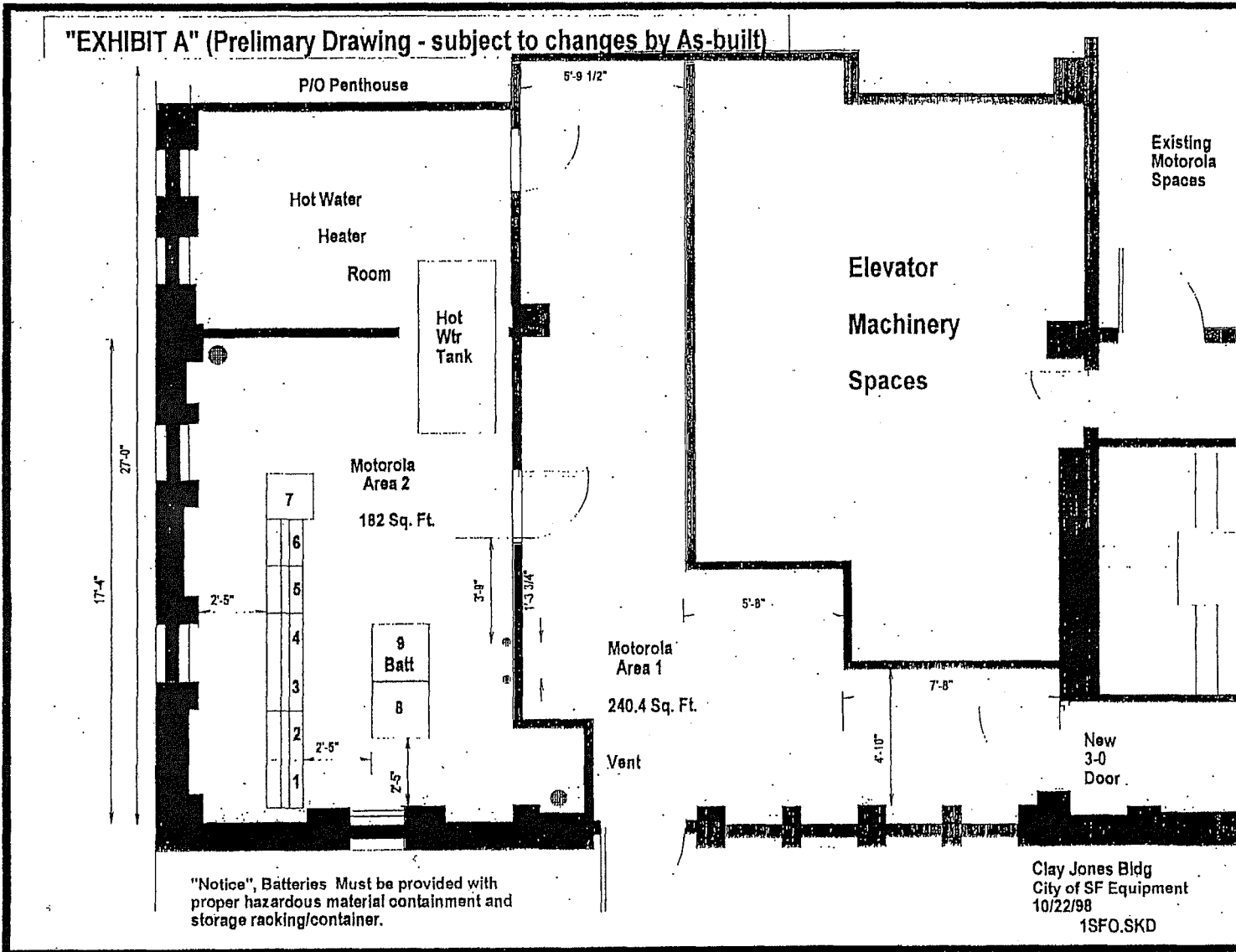


EXHIBIT A

EXHIBIT B

ANTENNA LOCATIONS

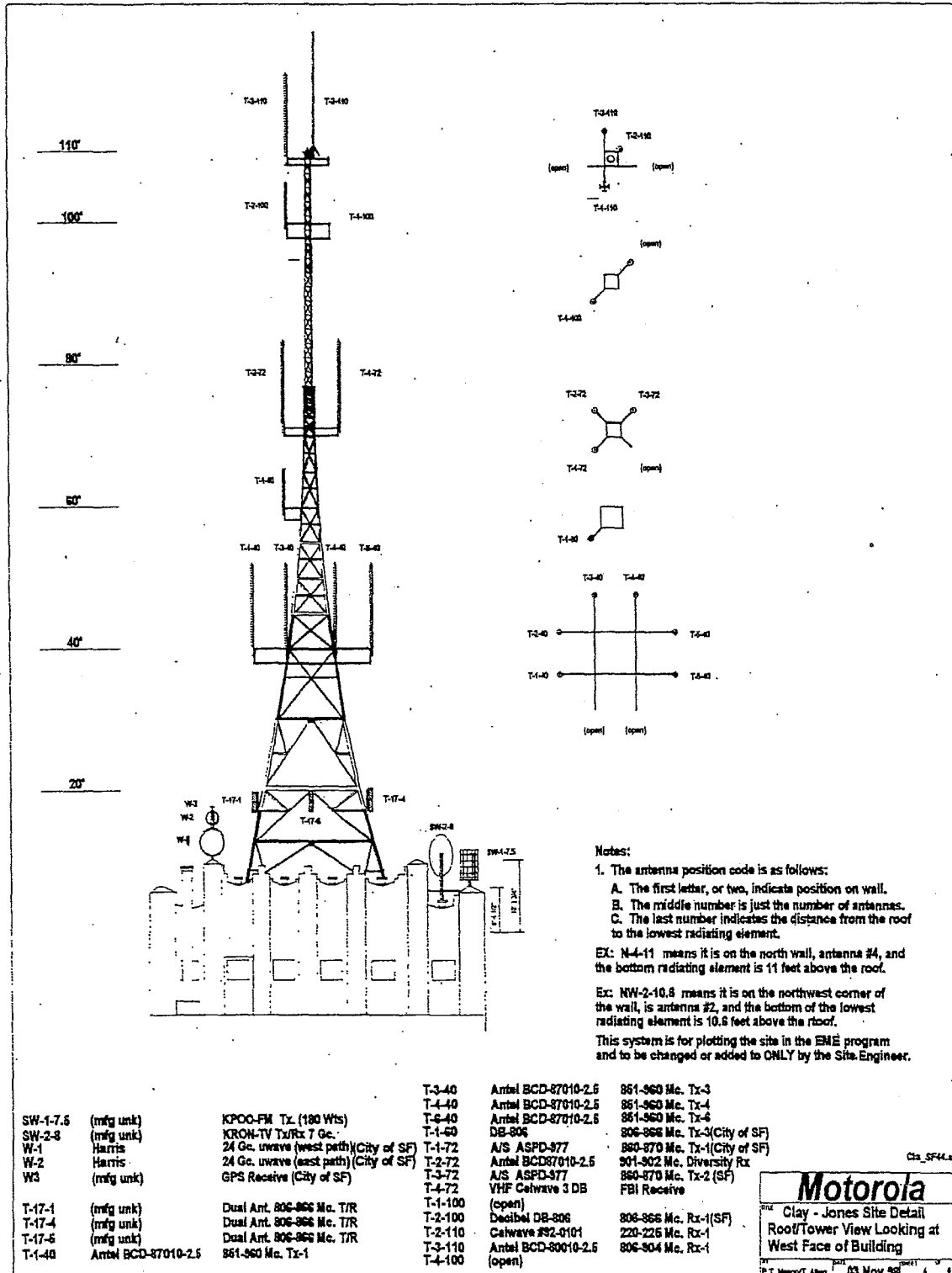


EXHIBIT B

EXHIBIT C

EMERGENCY BACK-UP GENERATOR

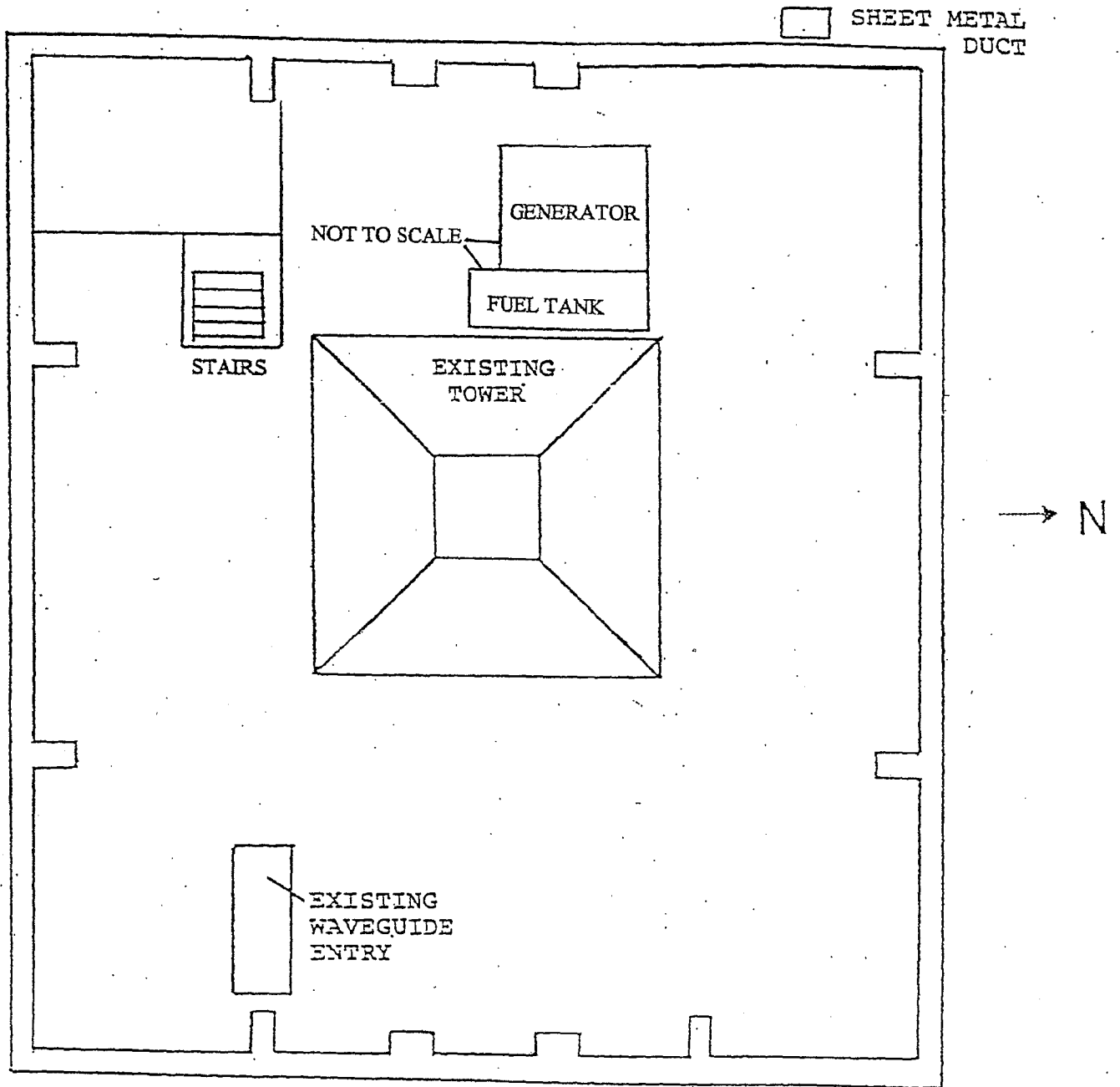


EXHIBIT C

COPY

LEASE

Okeca
Signed Copy 11/11/96

This lease agreement (hereinafter referred to as the "Lease") made and entered into as of the 1st day of October 1996, by and between Clay-Jones Apartment Owners Association, a Corporation having an office located at 1250 Jones Street, San Francisco, CA. 94109, (hereinafter referred to as "Landlord") and Motorola Inc., a Delaware Corporation having an office located at 9980 Carroll Canyon Rd., San Diego, CA. 92131, (hereinafter referred to as "Tenant"). This Lease restates and amends the lease by and between Landlord and Tenant dated October 1, 1987.

i. Description of Premises.

Landlord hereby leases to Tenant and Tenant leases from Landlord that certain space within the building known as the Clay-Jones Apartments located at 1250 Jones Street, San Francisco, CA. 94109 (hereinafter called the "Building") on the 20th floor thereof designated on the floor plan attached hereto as Exhibit "A" together with the exclusive use of the antenna tower situated on the roof of the building (hereinafter called the "Premises"). Tenant is granted an easement to run all necessary cables between the area described in Exhibit A and the antenna tower.

Use of Site.

The leased premises are to be used solely for the installation, operation, and maintenance of radio transmitting and receiving equipment along with other associated electronic equipment which may be passive and/or active and their mounting structures. As of the date hereof, the leased premises are used for transmitting or receiving in the specific bandwidths, for the purposes indicated opposite each bandwidth and for such of Tenant, subtenant of Tenant or licensee of Tenant as described in Exhibit B attached hereto. Landlord shall be notified in writing of any changes to each specific use, subtenant or licensee described in Exhibit B. All equipment or other property attached to or otherwise brought onto the leased premises shall at all times be personal property and at Motorola's option, may be removed by Motorola at any time during the term or within 30 days following the expiration of this lease. Landlord will not, during the term of this agreement, permit anyone other than Tenant and the subtenants or licensees of Tenant disclosed to Landlord in Exhibit B, or any written modification thereto delivered to Landlord, to utilize the roof or antenna tower for the purpose of radio transmission. Landlord agrees to refer any inquiries received by Landlord relative to such use to Tenant.

3. Access.

Tenant and its subtenants and licensees shall have the unrestricted right, subject to reasonable security procedures instituted by Landlord, to enter or leave the Premises at all reasonable times.

Rent.

MD



5. Tenant's Gross Billed Revenue for the Site.

(a) Gross Revenue is defined herein as all rental or license fees that Motorola is paid by its licensees or subtenants located on the site, excluding all hook up fees, installations and power premiums. Attached hereto as Exhibit C is a statement certified by the Director of Finance of Motorola Inc. setting forth the gross revenue derived by Tenant from its use of the Premises during the calendar year ending December 31, 1995 (the figure set forth therein as Tenant's Gross Billed Revenue for the Site, including the method of billing, allocation and calculation by which it is derived shall, for the calendar year ending December 31, 1995, be referred to herein as "Tenant's Gross Billed Revenue for the Site" for that calendar year). Tenant represents and warrants that Exhibit C is, and that such similar certified annual statements to be presented by Tenant to Landlord as to each subsequent calendar year will be, true and correct statements of the gross income received by Tenant attributable to its ability to use the Premises and that Landlord shall be entitled to rely on the statements made therein in determining the appropriate rent to be paid for the use of the Premises. Landlord understands that the use of the facilities on the Premises may vary and the subtenants and licensees thereof may change through no fault of Tenant. Tenant shall not, however, willfully or negligently make any change in the facilities, subtenants, licensees, methods of charging for the use of the facilities or the billing thereof which would adversely affect the total Gross Billed Revenue for the Site in any subsequent year without consultation with Landlord and agreement with Landlord on a mutually acceptable method of compensation to Landlord for any loss of income to Landlord within the reasonable control of Tenant.

(b) Tenant shall utilize, or cause to be utilized, an accounting system for the Tenant's Gross Billed Revenue for the Site in accordance with its usual and customary practices and in accordance with generally accepted accounting principles consistently applied which will accurately record Tenant's Gross Billed Revenue for the Site and Tenant shall retain for at least three years after presentation to Landlord of Tenant's Certificate thereof, reasonably adequate records conforming to such accounting system showing Tenant's Gross Billed Revenue and the method by which it is allocated to the Site. If any such audit discloses a deficiency in the disclosure of Tenant's Gross Billed Revenue for the Site and, either Tenant agrees with the result of the audit or the matter is otherwise compromised with Landlord, Tenant shall forthwith pay to Landlord the amount of the deficiency in Rent, as finally agreed or determined, together with interest at the rate of ten percent (10%) per annum from the date such payment should have been made to the date of payment thereof. If such deficiency, as agreed upon or compromised as aforesaid, is more than four percent (4%) of the Tenant's Gross Billed Revenue for the Site reported by Tenant for such calendar year, Tenant shall pay the reasonable cost of such audit and examination. If any such audit discloses that Tenant paid more Rent for any calendar year than was due hereunder, and either Landlord agrees with the result of such audit or the matter is otherwise determined, provided no event of default has occurred and is continuing, Landlord shall grant Tenant a credit equal to the amount of such overpayment against Rent next coming due in the amount of such difference, as finally agreed or determined, together with interest at the

Handwritten initials/signature

rate of ten percent (10%) per annum, which interest shall accrue from the time of payment by Tenant until the date such credit is applied or paid, as the case may be. If such credit cannot be made in its entirety on the next Rent payment date, provided no event of default has occurred and is continuing, Landlord shall pay the unapplied balance of such credit, together with interest as aforesaid from the date of payment by Tenant until the date of payment from Landlord. Any proprietary information obtained by Landlord with respect to Tenant, its subtenants and licensees pursuant to the provisions of this Lease shall be treated as confidential, except that such information may be used, subject to appropriate confidentiality safeguards, in any litigation between the parties and except further that Landlord may disclose such information to its prospective lenders, provided that Landlord shall direct and obtain the agreement of such lenders to keep such information confidential. The obligations of Landlord and Tenant contained in this Section shall survive the expiration or earlier termination of this Lease.

6. Term.

The Initial Term of this Lease shall be for ten (10) years commencing October 1, 1997 and ending on September 30, 2007. After the expiration of the Initial Term, the Lease shall automatically renew for a successive ten (10) year term (the "First Renewal Term") on the same terms and conditions, except as to term, as set forth herein. The Lease shall automatically be extended for a successive ten (10) year term (the "Second Renewal Term") on the same terms and conditions, except as to term, as set forth herein unless either party notifies the other party in writing no less than three hundred sixty (360) days prior to the commencement of the Second Renewal Term.

7. Tenant's Right To Terminate.

If during the term of this Lease: (1) there occurs any "take back" of any radio frequency channels transmitted from or received at the Site; and/or (2) the Site becomes inappropriate for the operation for economic or technological reasons (including, but not limited to signal interference), Tenant shall have the right to terminate this Lease by delivering to Landlord written notice of termination, which termination shall be effective three hundred sixty (360) days after it is deposited into the United States mails (or with a commercial courier) by Tenant.

8. Tenant's Right to Sublet or License.

Subject to the notification requirements contained in Section 2 of this Lease, Tenant reserves the right to enter into any subleases or licenses for the operation of any portion of the business conducted on the Premises. Each sublease or license entered into by Tenant shall be subject to the terms of this Lease. Notwithstanding the foregoing, inasmuch as Landlord is relying on its past experience and the reputation of Tenant, Tenant is prohibited from subletting the entire Premises without the prior written consent of Landlord, which consent may be withheld by Landlord in its uncontrolled discretion.

Maintenance and Repairs.

Tenant shall perform all repairs necessary to keep its improvements on the Premises and easements or other access to the Premises in good and tenantable condition and to

maintain and repair the antenna tower. Tenant shall keep the roof area in a clean and orderly manner and assure that neither Tenant nor its subtenants or licensees cause any damage to the roof. Landlord shall maintain the Building other than the Premises in good condition and repair.

10. Notices.

All notices shall be effective on the date deposited in the U. S. Mail and shall be sent by certified or registered mail directed to the following addresses:

If to the Landlord: Clay-Jones Apartment Owner's Association
1250 Jones Street
San Francisco, CA. 94109
Attn: President

If to the Tenant: Motorola Inc.
3980 Carroll Canyon Road
San Diego, CA. 92131
Attn: Area Manager

11. Binding Effect.

The covenants and conditions herein contained shall be construed as running with the land, apply to and bind the heirs, successors, executors, administrators and assigns (if permitted) of all of the parties hereto; and all of the parties hereto shall be jointly and severally liable hereunder.

12. Warranty of Title and Right to Lease.

Landlord is acting as the agent for the membership of the Clay-Jones Apartment Owners' Association in leasing the described portions of the Common Area of the Clay-Jones Apartments. Landlord represents and warrants that it has the authority to enter into this Lease.

13. Severability /Invalidity of Any Clause.

If any portion of this Lease shall be held to be invalid, illegal or unenforceable, the remaining provisions shall be binding upon the parties and shall be enforceable as though said invalid, illegal or unenforceable provisions were not contained herein, provided that if the invalid, illegal or unenforceable provision goes to the heart of this Lease, the Lease is terminated.

14. Entire Agreement.

This Lease constitutes the entire agreement of the parties and shall supersede all prior offers, negotiations and agreements, oral or written, and all other communications between the parties relating to the subject matter of this Lease. It shall supersede the present Lease between the parties entered into as of October 1, 1987.

15. Subordination

Tenant hereby agrees that this Lease and all subleases and licenses entered into by Tenant shall automatically be subject and subordinate to any mortgage or trust deed now or hereafter in force against the Building and the land on which it is located and to all renewals, replacements and extensions thereof, and to all amounts secured thereby, except to the extent that any such mortgage or trust deed provides otherwise, provided, however, that the subordination provided for herein is subject to the condition that the right of Tenant hereunder shall not be cut off or affected by foreclosure of any such mortgage or trust deed so long as Tenant shall not be in default hereunder. Tenant shall at Landlord's request execute such further instruments or assurances as Landlord may reasonably deem necessary to evidence the subordination of this Lease to the lien of any such mortgage or trust deed (on the condition described above) or to acknowledge that this Lease is superior to such lien, as the case may be.

16. Interference

Tenant agrees to install radio equipment of types and frequencies which would not cause interference to (a) the quiet enjoyment of occupants of the Building; (b) interference with the reception and operation of radios, television, telephones (including cordless, cellular and PCS), all other consumer and home office electronic equipment which may be in use by the building's occupants at any time or any other electrical equipment in the Building; or (c) cause the cancellation of any insurance policy covering the Building or any part thereof. In the event Tenant's equipment causes such interference, Tenant will take all steps necessary to correct and eliminate the interference. If said interference cannot be eliminated within a reasonable length of time, not to exceed five (5) days, Tenant agrees to cease using the equipment which is creating the interference except for short tests necessary for the elimination of the interference. Further, Landlord agrees that should any interference be encountered to Tenant's operation as a result of Landlord's or other parties subsequent installation at this site, said interference shall be eliminated, in a timely manner, without obligation on the part of the Tenant. If such interference cannot be eliminated within a reasonable length of time, the Landlord will require any party within the Building causing the interference to cease using the equipment which is creating the interference except for short tests necessary for the elimination of the interference. If the cause of such interference is outside the Building, Tenant shall take all reasonable steps including, without limitation, consultation with the Federal Communications Commission and the filing of actions for enjoining such interfering transmissions.

17. Insurance

Tenant shall, during the entire term hereof, keep in full force and effect a policy of public liability and damage insurance with respect to the Premises, and the business operated by Tenant on the Premises, having limits of public liability of at least Ten Million Dollars (\$10,000,000) per occurrence and having property damage liability of at least Ten Million Dollars (\$10,000,000). Each policy shall name Landlord as an additional insured and include effective waivers by the insurer of all rights of the subrogation against any additional insured or named insured. Such insurance policy or policies shall not be canceled without advance written notice to Landlord. Tenant shall furnish Landlord with

certificates of insurance evidencing the existence of the required coverage. Tenant shall not use the Premises in any way which would cause a violation of the terms of Landlord's insurance policy or cause an increase in the premiums paid by Landlord for its insurance coverage.

18. Damage or Destruction of Premises.

In the event of partial or total destruction of the Premises during said term by fire, the elements, or casualty, Landlord shall forthwith repair the same, provided such repairs can be commenced, in the Landlord's opinion, within ninety (90) days under the laws and regulations of state, county, federal or municipal authorities. In the event repairs cannot be commenced within ninety (90) days, either party shall have the option to terminate this Lease.

19. Alterations.

Tenant will not make any alterations to the structure of the Building without the written consent of the Landlord, which will not be unreasonably withheld.

20. Surrender.

Upon termination or expiration of this Lease, Tenant will surrender the site to Landlord in as good condition as on the commencement of this Lease except for damage due to causes beyond Tenant's control or without its fault or negligence. Specifically, and not by way of limitation, Tenant agrees to avoid or to repair any damage to the roof or other portions of the Building caused by the installation or use of its fixtures and equipment or resulting from the removal thereof. Notwithstanding the foregoing, the condition of the tower and roof following such removal shall be in at least as good condition as at the commencement of this Lease.

21. Utilities.

Tenant shall arrange for and pay for utilities used to conduct its operations as set forth in Section 2 of this Lease.

22. Taxes.

Tenant shall pay before delinquency all taxes, assessments, license fees, and other charges ("Taxes") that are levied and assessed against Tenant's personal property installed or located in or on the Premises, and that become payable during the term. On demand by Landlord, Tenant shall furnish Landlord with satisfactory evidence of these payments. If any Taxes on Tenant's personal property are levied against Landlord or Landlord's property, or if the assessed value of the Building and other improvements in which the Premises are located is increased by the inclusion of a value placed on Tenant's personal property, and if Landlord pays the Taxes on any of these items or the Taxes based on the increased assessment of these items, Tenant, on demand, shall immediately reimburse Landlord for the sum of the Taxes levied against Landlord. Landlord shall have the right to pay these Taxes regardless of the validity of the levy. Tenant shall also reimburse Landlord, as additional rent, for, and the term Taxes as used herein shall also include, any tax, such as a rent tax or gross receipts tax (no matter how denominated), assessed against Landlord based on the amount of rent received by Landlord from Tenant.

23. Liens.

In the event that any notice of mechanic's liens shall be filed or given as the result of work or materials ordered by Tenant, Tenant shall, without delay, either cause the same to be released or discharged or cause proper proceedings to be instituted to test the validity of the lien claimed. During the pendency of such proceedings, Tenant shall completely indemnify Landlord in manner and form reasonably satisfactory to said Landlord, against any such claim or lien and all costs of such proceedings wherein the validity of such lien is contested by Tenant and during the pendency of said proceedings such lien may continue until disposition of said proceedings, and after disposition thereof, Tenant will cause said lien to be released or discharged.

24. Assignment and Subletting

(a) By Tenant: Tenant shall not assign or sublet any portion of the Premises without Landlord's written consent, which consent shall not be unreasonably delayed or withheld. This provision does not prohibit Tenant without consent from subleasing or licensing others to use the Premises so long as such subleasing and licensing is consistent with and in the ordinary course of the use of the Premises in accordance with Section 2 hereof and Landlord has been provided with appropriate changes to Exhibit B and the Tenant's estimate of the effect of such sublease or license on total Gross Billed Revenue from the Site.

(b) By Landlord: Landlord may assign this Lease but said assignee is responsible and Landlord remains liable to Tenant for the performance of all terms and conditions of this Lease.

25. Laws-Regulations-Permits.

Tenant agrees to conform the use Tenant makes of the Premises to all applicable laws, ordinances, and regulations of Federal, State, or Local Authorities in the use, occupation, and repair of the Premises and the improvements and equipment thereon, including the antenna tower.

26. Holdover.

If Tenant should holdover at the end of the term or any extension thereof with the consent of Landlord, such holding over shall create a month-to-month tenancy subject to all the provisions of this Lease except as to rent which shall be twice the rent in effect on the last day of the expired term.

27. Attorney's Fees.

In the event either party shall bring an action at law or in equity to obtain a judicial declaration of rights hereunder or to enforce or otherwise adjudicate the promises and covenants specified herein, the prevailing party in said action shall be entitled, as part of its award by the court, to reasonable attorney's fees in addition to any other elements of the award.

28. Indemnification

(a) Tenant agrees that it will indemnify and defend Landlord against, and hold Landlord harmless from, (1) any sum imposed for any violation of any law or ordinance occasioned by the neglect of Tenant, its officers, agents, employees, contractors or those holding under Tenant, and (2) any claim, liability, loss or cost arising out of operations of Tenant or any of Tenant's subleases or licensees in the Premises except if such claim, liability, loss or cost arises solely out of the willful act or gross neglect of Landlord, its owners, employees or agents.

(b) Landlord agrees that it will indemnify and defend Tenant against, and hold Tenant harmless from, (1) any sum imposed for any violation of any law or ordinance occasioned by the neglect of Landlord, its owners, employees or agents and (2) any claim, liability, loss or cost arising out of Landlord's operation of the Building apart from the Premises except if such claim, liability, loss or cost arises solely out of the willful act or gross neglect of Tenant, its officers, agents, employees or contractors or of any of Tenant's subleases or licensees or their officers, agents, employees or contractors.

29. Tenant's Default-Tenant's Right to Cure

Upon default of the Tenant, other than the covenants for paying rent in which Tenant is entitled to ten (10) days written notice, the Landlord shall give thirty (30) written notice specifying a default and referring to the part of the Lease relied on by the Landlord as the basis for the default, and Tenant shall proceed with reasonable diligence and in good faith to cure any default specified in such notice. If the default shall be of such nature that it cannot be cured with diligence completely within the thirty (30) day period, the time of Tenant in which to cure the same shall be extended for such period as may be necessary to complete the same with all due diligence.

30. Waiver

No provision may be waived except in writing signed by the party to be charged by such waiver.

31. Amendment

No revision of this Lease shall be valid unless made in writing and signed by an Area Manager or higher authority of Tenant and an authorized agent of Landlord.

32. Authority

Each party represents that the officers and employees executing this Lease on its behalf have full authority to bind such party; and that such party's entry into this Lease is consistent with and in no way violates its own charter, certificate of incorporation, bylaws and policies on ethics and conflicts of interest.

33. Revenue Maximazation

Tenant shall operate its business during the term of this Lease with commercially reasonable effort so as to produce the maximum possible Gross Revenue which may be produced by such manner of operation.

1KH

34. No Joint Venture or Partnership.

Nothing in this Lease is intended to create a joint venture, partnership, tenancy-in-common or joint tenancy relationship between Landlord and Tenant, nor to grant Tenant any interest in the Premises other than that of Tenant.

IN WITNESS WHEREOF, the parties have executed this Lease as of the date first above written.

Motorola Inc.

Clay-Jones Apartment Owners' Association

by [Signature]
Its DIRECTOR-Advanced
NETWORK SERVICES

by [Signature]
Its President

ADDENDUM TO LEASE

This Addendum to Lease is entered into as of the 1st day of March 1998 by and between **Clay-Jones Apartment Owners' Association**, a California corporation, having its office located at 1250 Jones Street, San Francisco CA 94109 (hereinafter referred to as "Landlord") and **Motorola, Inc.**, a Delaware corporation, having an office located at 9980 Carroll Canyon Road, San Diego CA 92131 (hereinafter referred to as "Tenant") (this Addendum to Lease hereinafter referred to as the "Addendum") which modifies the Lease dated as of the 1st day of October 1996 between Landlord and Tenant (hereinafter referred to as the "Lease")

WHEREAS, Tenant currently leases approximately 367.8 square feet on the 19th floor within, and the antenna site on, the building known as the Clay-Jones Apartments located at 1250 Jones Street, San Francisco Ca 94109 (hereinafter called the "Building") pursuant to the Lease, and

WHEREAS, Tenant desires to obtain additional space for rental within the Building, and

WHEREAS, Landlord has determined that if it replaces and rearranges the elevator machinery and removes and relocates the water tanks on the 19th floor it can make additional space within the building available to Tenant, and

WHEREAS, Tenant has determined that if such replacement and rearrangement is completed that it desires to lease this additional space,

NOW THEREFORE, in consideration of Landlord adding the Addendum Premises to the Premises of the Lease, Landlord and Tenant enter into this Addendum to the Lease as follows:

1. Description of Premises

Conditioned upon the replacement and rearrangement of the elevator machinery and water tanks located thereon, Landlord hereby leases to Tenant and Tenant leases from Landlord in addition to the Premises described in the Lease, that certain additional space within the Building on the 19th floor thereof designated on the floor plan attached hereto as Exhibit A together with access for related RF lines (the additional space together with the RF line access hereinafter referred to as the "Addendum Space"). Tenant is granted an easement to run all necessary cables between the

Addendum to Lease
Dated as of March 1, 1998
Page 2

Premises described in the Lease (hereinafter referred to as the "Original Space") and the Addendum Space. Landlord retains the right of access through the Addendum Space to reach other parts of Landlord's Premises not included in either the Original Space or the Addendum Space, including access to the roof area adjacent to the Addendum Space and which is not included in the Addendum Space.

2. Amended Description of Premises

The Lease is hereby modified to include, following the Addendum Space Commencement Date (as hereinafter defined), the Addendum Space within the definition of the Premises. Following the Addendum Space Commencement Date, Exhibit A-1 which includes both the Original Space and the Addendum Space shall replace Exhibit A.

3. Amended Rent

Following the Addendum Space Commencement Date, Section 4 of the Lease, at the third line, shall be amended as follows:

4. Amended Term

The term of the lease for the Addendum Space shall commence on such date as Landlord delivers to Tenant its written statement that the Addendum Space is cleared and available for Tenant's use ("Addendum Space Commencement Date") and it shall continue coextensively with the term specified in the Lease, as such Lease Term may be amended or extended by the terms of the Lease.

5. Amended Tenant's Gross Billed Revenue for the Site

Following the Addendum Space Commencement Date, Section 5 of the Lease shall be amended as follows:

- a. at line 5 in Subsection (a) following "Premises" add "that it leased".
- b. at line 10 in Subsection (a) following "statements" add "adjusted for changes in the area leased".
- c. add a new Subsection (c) to read in its entirety as follows: "(c) Site as used herein prior to the Addendum

Addendum to Lease
Dated as of March 1, 1998
Page 3

Space Commencement Date shall be the space described in Exhibit A. Site as used herein on and after the Addendum Space Commencement Date shall be the space described in Exhibit A-1."

6. Cooperation

Landlord and Tenant agree to cooperate to make the Addendum Space available to Tenant for its use. Landlord shall pay all costs and obtain all permits necessary to make the Addendum Space available to Tenant. Tenant shall pay all costs and obtain all permits necessary for Tenant's use of the Addendum Space once it is made available to Tenant pursuant to this Addendum. Landlord and Tenant acknowledge that there are many uncertainties in the process including regulatory approvals, availability of acceptable financing, and so forth. Landlord and Tenant agree that in the event the Addendum Space cannot be made available as contemplated herein on or before December 31, 1998 then this Addendum shall be canceled and neither party shall have responsibility to the other arising hereunder.

7. Tenant's Right To Terminate

Section 7 of the Lease shall be amended to read in its entirety as follows:

"If during the term of this Lease: (1) there occurs any "takeback" of any radio frequency channels transmitted from or received at the Site; and/or (2) the Site becomes inappropriate for the operation for economic or technological reasons (including but not limited to signal interference), Tenant shall have the right to terminate this Lease by delivering to Landlord written notice of termination, which termination shall be effective three hundred sixty (360) days after it is deposited into the United States mails (or with a commercial courier) by Tenant, provided, however, should Tenant elect to terminate the Lease within three (3) years following the Addendum Space Commencement Date, Tenant agrees to pay Landlord on the date of, and as a condition to, such termination becoming effective, not more than [REDACTED] nor less than that amount which would compensate Landlord for the expenses Landlord incurred (and had not recouped at the date of termination) to provide Tenant the Addendum Space. Both parties agree to negotiate said compensation in good faith and in the spirit of mutual friendship and cooperation."

All other terms and conditions of the Lease are ratified and remain in full force and effect.

Addendum to Lease
Dated as of March 1, 1998
Page 4

In Witness Whereof, the parties have executed this Addendum
as of the date first above written.

Motorola Inc.

By: [Signature]
JK BUCKNER
Its: DIRECTOR

Clay-Jones Apartment Owner's
Association

By: [Signature]
Jared R. Nodelman
Its: President

EXHIBIT E

HRC WAIVER

City and County of San Francisco



Willie Lewis Brown, Jr.
Mayor

Human Rights Commission

Contract Compliance
Dispute Resolution/Fair Housing
Minority/Women/Local Business Enterprise
Lesbian Gay Bisexual Transgender & HIV Discrimination

Marivic S. Bamba
Executive Director

SOLE SOURCE AND EMERGENCY EXCEPTION & WAIVER REQUEST FORM

In addition to submitting the following information, the requesting contract awarding authority should attach additional page(s) explaining the basis upon which the request for exception is being made. (See back page for information on criteria upon which exception will be granted.)

Department: REAL ESTATE Contact Person: JERRY ROMANI
Address: 25 VAN NESS AVE. #400, SF, CA 94102 Phone Number: (415) 554-9876
Dept. Head Signature: [Signature] Date: 2/6/98
Date Exception request submitted: 2/6/98 Type of Contract: LICENSE
Date of Contract: NOT YET DATED Dollar Amount of Contract: \$1.8M
Name of Contractor: MOTOROLA, INC. Ethnicity: N.A. Sex: N.A.
Address of Contractor: 1301 EAST ALGONQUIN RD.
SCHAUMBURG, IL 60196

EXCEPTION FOR PRIME CONTRACT (please check all that apply)

Sole Source: (non-compliance with Chapter 12B: nondiscrimination in benefits)
Sole Source: (is not an MBE or WBE pursuant to Chapter 12D)

Emergency: (Chapter 12B exception)
Emergency: (Chapter 12D exception)

Waived LBE preference for contracts over 5 million dollars:

NOTE: Employment requirements are still in force even if a waiver is granted.

Has waiver for this contract previously been granted or denied? If yes, please give HRC action and dates: NO

HRC ACTION	
12B Waiver Granted: <input checked="" type="checkbox"/>	12D Waiver Granted: <input type="checkbox"/>
12B Waiver Denied: <input type="checkbox"/>	12D Waiver Denied: <input type="checkbox"/>
Reason for Action: <u>Compliance with Chapter 12B.5-1(A)(1)</u>	
HRC Staff: <u>[Signature]</u> Date: <u>2/9/98</u>	
Signature of HRC Director: <u>[Signature]</u> Date: <u>2/9/98</u>	



HRC Form 1A



(415)252-2500 • 25 Van Ness Avenue, Ste. 800, San Francisco, CA 94102-6033 • FAX (415)431-5764 • TDD (415)252-2550
Recycled Paper

EXHIBIT E

[CITY-WIDE 800 MHZ RADIO PROJECT AGREEMENTS]

AUTHORIZING THE DIRECTOR OF PROPERTY TO ENTER INTO SEPARATE LICENSE OR LEASE AGREEMENTS WITH EACH OF AT&T COMMUNICATIONS, INC., THE CALIFORNIA STATE UNIVERSITY, ACTING THROUGH THE SAN FRANCISCO STATE UNIVERSITY, THE CITY OF DALY CITY, MOTOROLA, INC., AND ZML-ONE LIMITED PARTNERSHIP FOR THE USE OF PROPERTY FOR CITY'S 800 MHZ RADIO PROJECT AND TO ENTER INTO A LICENSE AGREEMENT WITH THE UNITED STATES OF AMERICA, ACTING THROUGH THE DEPARTMENT OF VETERANS AFFAIRS, FOR THE USE OF PROPERTY FOR CITY'S 800 MHZ RADIO PROJECT, WHEREIN THE CITY WOULD AGREE TO RESOLVE ANY CONTRACT DISPUTE UNDER THE FEDERAL CONTRACT DISPUTE ACT AND TO INTERPRET THE TERMS OF THE AGREEMENT UNDER FEDERAL LAW.

WHEREAS, The City is replacing its existing radio communication system with a new 800 MHz trunked radio system (the "800 MHz Project"); and,

WHEREAS, The 800 MHz Project will benefit the City's Police, Fire, Public Health, Sheriff, Parking and Traffic, Water, and Recreation and Parks Department by enabling emergency and non-emergency communication; and,

WHEREAS, The Department of Telecommunications and Information Services has determined that to achieve optimal radio coverage, the City must install radio equipment at several key locations in and around the City; and,

(REAL ESTATE)

BOARD OF SUPERVISORS

WHEREAS, The City has identified the following locations as essential to optimal radio coverage: (a) the building at 99 Moultrie Street, San Francisco, owned by AT&T Communications, Inc. (the "AT&T Building"), (b) the building at 1600 Holloway Street, San Francisco owned by the California State University (the "S.F. State Building" (c) the City of Daly City's property commonly known as the Reservoir 2B Water Tank, (d) a portion of the building at 1250 Clay Street, leased to Motorola, Inc. (the "Motorola Building"), (e) the Veteran Affairs Medical Center at 4150 Clement Street, owned by the United States of America, and (f) the building at One Market Plaza, San Francisco, ground leased to ZML-One Limited Partnership (collectively, the "800 MHz Sites"); and,

WHEREAS, The Director of Property is negotiating lease agreements with AT&T Communications, Inc., the California State University, acting through the San Francisco State University, the City of Daly City, and ZML-One Limited Partnership, and is negotiating license agreements with Motorola, Inc., and the United States of America, acting through its Veterans Affairs Department, for the right to use the 800 MHz Sites for City's 800 MHz Project; and,

WHEREAS, The negotiated agreements (the "Agreements") shall be for terms of up to 20 years, with the exception of the agreement with Daly City which shall be for a term of up to 30 years; and,

(REAL ESTATE)

BOARD OF SUPERVISORS

1 WHEREAS, The Director of Property has determined that rent in
2 the amount of Two Hundred Three Thousand Dollars (\$203,000) for
3 premises at the Daly City Reservoir 2B Water Tank over term of the
4 lease is within the acceptable range of fair market rent; and,

5 WHEREAS, The City would construct certain improvements for Daly
6 City's use, at City's expense, at a cost of approximately Two Hundred
7 Three Thousand Dollars' (\$203,000) instead of paying rent to Daly
8 City; and,

9 WHEREAS, By countersigned letter dated June 12, 1997, a copy of
10 which is on file with the Clerk in File No. 172-97-53, the
11 City of Daly City, County Government Center, Planning and Zoning
12 Division has found that the 800 MHz Project Site at the Daly City
13 Reservoir 2B Water Tank is exempt from San Mateo County's zoning and
14 building regulations; and,

15 WHEREAS, The Director of Property has determined that rent in
16 the amount of Two Hundred Seventy Thousand Dollars (\$270,000) for
17 premises in the S.F. State Building over the term of the lease is
18 within the acceptable range of fair market rent; and,

19 WHEREAS, For the right to occupy the S.F. State Building, City
20 would pay rent in the amount of Two Hundred Seventy Thousand Dollars
21 (\$270,000) to the San Francisco State University upon commencement of
22 the lease; and,

23 WHEREAS, The Director of Property has determined that monthly
24 rent in the amount of Four Thousand Dollars (\$4,000) for the premises
25

(REAL ESTATE)

BOARD OF SUPERVISORS

Page 3
7/25/97

25-00001107

1 at One Market Plaza is within the acceptable range of fair market
2 rent; and,

3 WHEREAS, The Director of Property has determined that annual
4 rent in the amount of Four Thousand Dollars (\$4,000) is within the
5 acceptable range of fair market rent for the premises in the AT&T
6 Building; and,

7 WHEREAS, The Director of Property has determined that a monthly
8 fee in the amount of One Thousand Four Hundred Dollars (\$1,400) for
9 the use of the Veterans Affairs Medical Center is within the
10 acceptable range of a fair license fee; and,

11 WHEREAS, The Department of Veterans Affairs would require as a
12 condition to the license agreement that the City agree that any
13 disputes under the agreement would be adjudicated under the Contract
14 Dispute Act (41 U.S.C. §§ 601 et seq.); and,

15 WHEREAS, Under the Contract Dispute Act, disputes would be
16 resolved as follows: the parties would submit claims to the
17 Contracting Officer of the Department of Veterans Affairs, the
18 Contracting Officer would issue a decision which may be appealed to
19 the Department of Veterans Affairs Board of Contract Appeals, which,
20 in turn, may be appealed to the Court of Appeals of the Federal
21 Circuit; and,

22 WHEREAS, As a further condition to entering into the license
23 agreement, the Department of Veterans Affairs would require that the
24
25

(REAL ESTATE)

BOARD OF SUPERVISORS

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7/25/97

25-00001107

1 City agree that federal law shall apply to the interpretation of the
2 agreement; and,

3 WHEREAS, The Director of Property has determined that a monthly
4 fee in the amount of Four Thousand Four Hundred Dollars (\$4,400) for
5 the use of property in the Motorola Building is within the acceptable
6 range of a fair license fee; and,

7 WHEREAS, As tenant or licensee, City would be required to
8 indemnify and defend each landlord or licensor against any claims,
9 liability, losses or costs arising from City's use of the leased or
10 licensed premises; and,

11 WHEREAS, On June 26, 1997, in Case No. 97.382R, the City's
12 Planning Department found that operation of the 800 MHz Project at
13 the 800 MHz Sites is consistent with the Eight Priority Policies of
14 Planning Code Section 101.1 and is categorically exempted from
15 environmental review under the California Environmental Quality Act
16 (Cal. Pub. Res. Code Sections 21000 et seq.); and

17 WHEREAS, A copy of the Planning Department's findings is on file
18 with the Clerk in File No. 172-97-53, and, Now, therefore, be
19 it

20 RESOLVED, That the Board hereby adopts as its own, and
21 incorporates by reference as though fully set forth herein, the
22 Planning Department's findings in Case No. 97.382R, that operation of
23 the 800 MHz Project on the 800 MHz Sites is in conformity with the
24
25

(REAL ESTATE)

BOARD OF SUPERVISORS

Page 5
7/25/97

1 Eight Priority Policies of the Planning Code Section 101.1 and is
2 categorically exempted; and be it

3 FURTHER RESOLVED, That the Board hereby approves the inclusion
4 of a clause in the license agreement with the United States of
5 America subjecting contract disputes to the Contract Dispute Act; a
6 be it


7 FURTHER RESOLVED, That the Board hereby approves the inclusion
8 of a clause in the license agreement with the United States of
9 America subjecting the license to interpretation under federal law,
10 and be it

11 FURTHER RESOLVED, That the Board hereby authorizes the Director
12 of Property to enter into Agreements, in a form to be approved by
13 City Attorney, for the terms, rent, fees, and indemnification as s
14 forth above; and be it

15 FURTHER RESOLVED, That all actions heretofore taken by the
16 officers and agents of the City with regard to the Agreements ^{are}
17 hereby approved, confirmed and ratified. ₉₃₁

18 RECOMMENDED:

19 
20 Director of Property

21 
22 General Manager
23 Department of Telecommunications and
24 Information Services (DTIS) -- Division of Telecommunications
25 for Director, DTIS

(REAL ESTATE)

BOARD OF SUPERVISORS

Page
7/25/97

Adopted - Board of Supervisors, San Francisco August 25, 1997

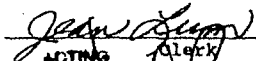

Ayes: Supervisors Amiano Bierman Brown Katz Kaufman Leal
Medina Newsom Yaki Yee

Absent: Supervisor Teng

I hereby certify that the foregoing resolution
was adopted by the Board of Supervisors
of the City and County of San Francisco

File No.
172-97-53

8/25/97
Date Approved


ACTING Clerk

Mayor

LEGISLATION RECEIVED CHECKLIST

Date _____

File Number (if applicable) _____

RECEIVED
BOARD OF SUPERVISORS
SAN FRANCISCO
28 AM 10:02

- Legislation for Introduction (NEW) ▶▶▶ Legislative Clerk
- Legislation Pending in Committee (AMENDED) ▶▶▶ Committee Clerk
- Legislation for Board Agenda (AMENDED) ▶▶▶ Deputy Clerk

Supervisor, Mayor, and Departmental Submittals

Grant Ordinance

- Legislation:** Original, 1 hard copy, and 1 electronic copy in **Word** format
- Signature:** Department Head, Mayor or the Mayor's designee, plus the Controller
- Supporting documents:** 1 full set, and separate pdf copies of each in email
 - Cover letter (original)
 - Grant budget/application
 - Grant information form, including signed disability checklist
 - Letter of Intent or grant award letter from funding agency
 - Contract, Leases/Agreements (if applicable)
 - Ethics Form 126 (if applicable) in **Word** format
 - Other support documents as identified in the cover letter and legislation
- E-Copy of legislation/supporting documents: Sent to BOS.Legislation@sfgov.org**

Ordinance

- Legislation:** Original, 1 hard copy, and 1 electronic copy in **Word** format
- Signature:** City Attorney (For Settlement of Lawsuits - City Attorney, Department Head, Controller, Commission Secretary)
- Supporting documents:** 1 full set, and separate pdf copies of each in email
 - Cover letter (original)
 - Settlement Report/Agreement (for settlements)
 - Other support documents as identified in the cover letter and legislation
- E-Copy of legislation/supporting documents: Sent to BOS.Legislation@sfgov.org**

Grant Resolution

- Legislation:** Original, 1 hard copy, and 1 electronic copy in **Word** format
- Signature:** Department Head, Mayor or the Mayor's designee, plus the Controller
- Supporting documents:** 1 full set, and separate pdf copies of each in email
 - Cover letter (original)
 - Grant budget/application
 - Grant information form, including signed disability checklist
 - Letter of Intent or grant award letter from funding agency
 - Contract, Leases/Agreements (if applicable)
 - Ethics Form 126 (if applicable) in **Word** format
 - Other support documents as identified in the cover letter and legislation
- E-Copy of legislation/supporting documents: Sent to BOS.Legislation@sfgov.org**

Resolution

- Legislation:** Original, 1 hard copy, and 1 electronic copy in **Word** format
- Signature:** None (Note: Required for Settlement of Claims - City Attorney, Department Head, Controller, Commission Secretary)
- Supporting documents:** 1 full set, and separate pdf copies of each in email
 - Cover letter (original)
 - Settlement Report/Agreement (for settlements)
 - Other support documents as identified in the cover letter and legislation
- E-Copy of legislation/supporting documents: Sent to BOS.Legislation@sfgov.org**

Charlie Dunn 554-9864
Name and Telephone Number

ZED
Department

President, District 5
BOARD of SUPERVISORS



City Hall
1 Dr. Carlton B. Goodlett Place, Room 244
San Francisco 94102-4689
Tel. No. 554-7630
Fax No. 554-7634
TDD/TTY No. 544-5227

BOS-11, 0013,
B+H Leg Dep, Rules,
Dep City atty,
Mayor

File 151002

London Breed

PRESIDENTIAL ACTION

Date: 10/15/15

To: Angela Calvillo, Clerk of the Board of Supervisors

Madam Clerk,

Pursuant to Board Rules, I am hereby:

Waiving 30-Day Rule (Board Rule No. 3.23)
File No. 151002 Mayor
(Primary Sponsor)
Title. Appropriation and De-appropriation - \$52,460

Transferring (Board Rule No. 3.3)
File No. _____
(Primary Sponsor)
Title. _____

From: _____ Committee
To: _____ Committee

Assigning Temporary Committee Appointment (Board Rule No. 3.1)
Supervisor _____
Replacing Supervisor _____
For: _____ Meeting
(Date) (Committee)

RECEIVED
BOARD OF SUPERVISORS
OCT 15 AM 8:00

London Breed, President
Board of Supervisors

FORM SFEC-126:
NOTIFICATION OF CONTRACT APPROVAL
(S.F. Campaign and Governmental Conduct Code § 1.126)

City Elective Officer Information <i>(Please print clearly.)</i>	
Name of City elective officer(s): SF Board of Supervisors	City elective office(s) held: Members, Board of Supervisors
Contractor Information <i>(Please print clearly.)</i>	
Name of contractor: Clay-Jones Apartments Owners' Association, a California corporation (the "Licensor")	
<i>Please list the names of (1) members of the contractor's board of directors; (2) the contractor's chief executive officer, chief financial officer and chief operating officer; (3) any person who has an ownership of 20 percent or more in the contractor; (4) any subcontractor listed in the bid or contract; and (5) any political committee sponsored or controlled by the contractor. Use additional pages as necessary.</i>	
1) Patricia Pyle, President; Ray Lotto, Vice President; Paul Ybarbo, Treasurer; John Doremus Director; and Carol Benz, Secretary 2) NA 3) None 4) None 5) Clay-Jones Apartments Owners' Association does not sponsor or control any political committee	
Contractor address: 1250 Jones Stree San Francisco, CA	
Date that contract was approved: October 27, 2015	Amount of contract: \$2,281,937.60 over 10 years
Describe the nature of the contract that was approved: License at 1250 Jones St for the City's public safety radio and communications equipment	
Comments:	

This contract was approved by (check applicable):

- the City elective officer(s) identified on this form (Mayor, Edwin Lee)
- a board on which the City elective officer(s) serves San Francisco Board of Supervisors
Print Name of Board
- the board of a state agency (Health Authority, Housing Authority Commission, Industrial Development Authority Board, Parking Authority, Redevelopment Agency Commission, Relocation Appeals Board, Treasure Island Development Authority) on which an appointee of the City elective officer(s) identified on this form sits

Print Name of Board

Filer Information <i>(Please print clearly.)</i>	
Name of filer: Angela Calvillo, Clerk of the Board of Supervisors	Contact telephone number: 415-554-5184
Address: City Hall, Room 244, San Francisco, CA 94102	E-mail: Board.of.supervisors@sfgov.org

Signature of City Elective Officer (if submitted by City elective officer)

Date Signed

Signature of Board Secretary or Clerk (if submitted by Board Secretary or Clerk)

Date Signed

