File No	151214	Committee I	
		Board Item I	No. <u>/5</u>
	COMMITTEE/BOAR	D OF SUP	ERVISORS
•	AGENDA PACKE	Γ CONTENTS	LIST
Committee:	Budget & Finance Commit	<u>tee</u>	Date January 20, 2016
Board of Su	pervisors Meeting		Date January >4,2014
Cmte Boar	rd		,
	Motion Resolution Ordinance Legislative Digest Budget and Legislative A Youth Commission Report Introduction Form Department/Agency Cove MOU Grant Information Form Grant Budget Subcontract Budget Contract/Agreement Form 126 – Ethics Comm Award Letter Application Public Correspondence	er Letter and	
OTHER	(Use back side if addition	nal space is r	needed)
	oy: Linda Wong oy: Linda Wong	Date_ Date_	January 15, 2016

RESOLUTION NO.

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Resolution authorizing the lease of telecommunications facilities on the roof of property located at 887 Potrero Avenue, with Sprint Spectrum, L.P., a Delaware limited partnership, for an initial five-year term at a base rent of \$69,600 per year, to commence upon approval by the Board of Supervisors and Mayor, in their respective sole and absolute discretion.

[Real Property Lease - Sprint Spectrum, L.P. - 887 Potrero Avenue - \$69,600 Per Year Base

WHEREAS, The Board of Supervisors passed and the Mayor signed Resolution No.

71-02 on February 8, 2002, on file with the Clerk of the Board of Supervisors in File No.

020047, authorizing a lease ("Original Lease") of a telecommunications facility consisting of

approximately 189 square feet on the roof of 887 Potrero Avenue, commonly known as the

San Francisco General Hospital Mental Rehabilitation Facility ("Premises") between the City

and County of San Francisco ("Landlord") and Sprint Spectrum L.P., ("Tenant"); and

WHEREAS, The Original Lease became a month-to-month at will lease on August 28, 2012, and Tenant has continued to occupy the Premises; and

WHEREAS, Tenant warrants that it has acquired all licenses, permits, and other approvals required for the operation of the Tenant's telecommunication facilities; and

WHEREAS, The City, through its Real Estate Division and with consultation from the Office of the City Attorney, and Tenant have negotiated the proposed Lease, which provides an initial Base Rent of \$69,600 per year (\$5,800 per month) with Consumer Price Index adjustment to Base Rent of no less than three (3) percent and no more than six (6) percent annually on January 1 of each year; and

WHEREAS, The Tenant shall be responsible for all utilities and services for the use of the telecommunications site within the Premises; now, therefore, be it RESOLVED, That in accordance with the recommendation of the Director of Property, that the Director of Property on behalf of the City, as Landlord, be and is hereby authorized to take all actions necessary to execute the Lease (a copy of which is on file with the Clerk of the Board of Supervisors in File No. <u>151214</u>) at 887 Potrero Avenue, in San Francisco, California, at a Base Rent of \$69,600 per year, for a five year-term and one five year option; and, be it

FURTHER RESOLVED, That the Director of Property shall be authorized to enter into any additions, amendments or other modifications to the Lease that the Director of Property determines, in consultation with the City Attorney, are in the best interests of the City, do not materially increase the obligations or liabilities of the City, and are necessary or advisable to complete the transaction and effectuate the purpose and intent of this resolution; and, be it

FURTHER RESOLVED, That the Lease contains language indemnifying and holding harmless the Landlord, from and agreeing to defend the Landlord against any and all claims, costs and expenses, including, without limitation, reasonable attorney's fees, incurred as a result of City's use of the Premises, any default by the City in the performance of any of its obligations under the Lease or any acts or omissions of city or its agents, in, on or about the Premises or the property on which the Premises are located, including those claims, costs and expenses incurred as a result of negligence or willful misconduct of Landlord or its agents; and, be it

FURTHER RESOLVED, That the Board of Supervisors finds that competitive bidding procedures for award of the Lease were impractical or impossible due to Federal law and individual cellular company network needs; and, be it

FURTHER RESOLVED, That any action taken by the Director of Property and other officers of the City with respect to the Lease are hereby approved, confirmed and ratified; and, be it

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

RECOMMENDED:

John Updike / V Director of Real Estate

Barbara Garcia

Director of Public Health

Item 12	Department:
File 15-1214	Real Estate Division

EXECUTIVE SUMMARY

Legislative Objectives

• The proposed resolution would approve a new lease agreement between Sprint Spectrum Limited Partnership (tenant) and the City's Real Estate Division (landlord), in order for Sprint to continue to occupy 189 square feet of space on the roof of 887 Potrero Avenue at a base rent of \$69,600 per year (\$5,800 per month) for a total lease term of five years through January 2021, with one option to extend the lease by five years.

Key Points

- The original lease agreement was for a five-year term from August 2002 through August 2007 with one five-year option to extend the lease agreement through August 2012. Sprint used the leased space to store and operate telecommunications equipment.
- Since September 2012, Sprint has leased this space from the Real Estate Division on a month-to-month basis and now pays a holdover rental rate of \$10,640 per month, which equals 150 percent of the base rent of \$7,093 at the expiration of the original lease. The delay is partly due to the City's intention to update the Communications Site Lease language and San Francisco General Hospital's desire to restrict when Sprint could enter the property to complete tenant improvement and maintenance projects.

Fiscal Impact

- The proposed lease agreement would generate an estimated \$369,516 in rent paid by Sprint to the City over the initial five-year lease period, including annual adjustments of at least 3 percent to account for consumer price index increases.
- According to Ms. Bayol, the proposed monthly rent of \$5,800 per month is consistent with the market rate of other cellular sites in San Francisco.

Policy Consideration

• The Real Estate Division determined that competitively bidding this site was not practicable because wireless carriers often have varying and specific needs for cell phone transmitters, and generally only one company has an interest in a selected site.

Recommendation

Approve the proposed resolution.

MANDATE STATEMENT

City Charter Section 9.118(c) states that any lease of real property for a period of ten years or more or that has revenue to the City of \$1 million or more is subject to Board of Supervisors approval.

BACKGROUND

In 2002, the Board of Supervisors approved the original lease agreement between the City's Real Estate Division as landlord, and Sprint Spectrum Limited Partnership (Sprint) as tenant, for 189 square feet of space on the roof of the San Francisco General Hospital Mental Health Rehabilitation Facility located at 887 Potrero Avenue. The original lease agreement was for a five-year term from August 2002 through August 2007 with one five-year option to extend the lease agreement through August 2012. Under the original lease agreement, Sprint used the leased space to store and operate telecommunication equipment.

The lease was extended through August 2012. Since September 2012, Sprint has leased this space from the Real Estate Division on a month-to-month basis and now pays a holdover rental rate of \$10,640 per month, which equals 150 percent of the base rent of \$7,093 at the expiration of the original lease. According to Ms. Marta Bayol of the City's Real Estate Division (RED), the approximately three year and four month delay in drafting a new lease agreement is partly due to the City's intention to update the Communications Site Lease language and San Francisco General Hospital's desire to restrict when Sprint could enter the property to complete tenant improvement and maintenance projects.

DETAILS OF PROPOSED LEGISLATION

The proposed resolution would approve a new lease agreement between Sprint Spectrum Limited Partnership (tenant) and the City's Real Estate Division (landlord), in order for Sprint to continue to occupy 189 square feet of space on the roof of the building at 887 Potrero Avenue at a base rent of \$69,600 per year (\$5,800 per month) for a total lease term of five years through January 2021, with one option to extend the lease by five years through January 2026. Table 1 below shows the major provisions in the proposed lease agreement.

¹ The original lease on file, dated August 31, 2001, was the draft used during the 2001 negotiation process. The original lease, which was approved by the Board of Supervisors in February 2002, began in August 2012 after securing the building permits.

² Under the existing lease agreement, Sprint was also authorized to install wiring and conduit within the leased space, and construct and maintain five equipment cabinets and six antennas during their tenancy.

Table 1. Proposed Lease Terms for 887 Potrero Avenue

Lease Agreement Terms	Proposed Lease
Size of property	189 square feet
Lease period	5-year initial term
	(anticipated from February 1, 2016 through January 31, 2021, pending Board of Supervisors approval)
Extension options	One five-year option to extend through January 31, 2026
Base rent	\$5,800 per month; \$69,600 per year
Annual adjustments to base rent	Annual adjustments on January 1 st of each year by no less than 3 percent and no more than 6 percent.
Rent adjustment for lease extension	Adjusted to fair market value
Tenant Improvements	Sprint will pay for all tenant improvements, which include 3 antennas and 2 equipment cabinets.
Utilities	Sprint is responsible for all utility costs.
Timing of Tenant Improvements and Maintenance Projects	Tenant may complete tenant improvements and maintenance projects only if the City receives advance notice of at least 48 hours.

Source: Real Estate Division staff.

FISCAL IMPACT

As shown in Table 2 below, the proposed lease agreement would generate an estimated \$369,516 in rent paid by Sprint to the City over the initial five-year lease period, including annual adjustments of at least 3 percent to account for consumer price index increases.

Table 2. Projected Revenues from Proposed Lease Agreement

Lease Year	Monthly Base Rent	Yearly Base Rent
		(annual 3% consumer
		price index increases)
Year 1	\$5,800	\$69,600
Year 2	5,974	71,688
Year 3	6,153	73,839
Year 4	6,338	76,054
Year 5	6,528	78,335
Total		\$369,516

Source: Real Estate Division staff.

The first year rent of \$5,800 per month is \$1,293 or approximately 18 percent less than the rent of \$7,093 per month in effect on expiration of the original lese. According to Ms. Bayol, Sprint approached the Real Estate Division to negotiate a market-based rental rate for 887 Potrero Avenue, as Sprint has been paying above market rate for the duration of this lease agreement. According to Ms. Bayol, the proposed monthly rent of \$5,800 per month is consistent with the market rate of other cellular sites in San Francisco. Ms. Bayol also explained that rental rates for cellular sites are based on the service and connectivity provided to cell phone users and whether the area is considered to be high-profile. 887 Potrero Avenue is viewed as a less desirable location than other high-profile areas.

POLICY CONSIDERATION

According to the proposed resolution, the Board of Supervisors finds that it is in the best interest of the City to enter into the proposed lease with Sprint based on direct negotiations without a competitive bid process, and that competitive bidding in this situation would be impracticable or impossible.

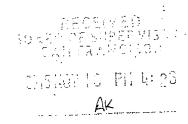
According to Ms. Bayol, the Real Estate Division determined that competitively bidding this site was not practicable because wireless carriers often have varying and specific needs for cell phone transmitters, and generally only one company has an interest in a selected site. For instance, AT&T may need additional coverage in an area where Sprint does not. The wireless carriers, based upon network demands and technologies used then determines where to place the transmitter and antennae and approaches the property owner.

RECOMMENDATION

Approve the proposed resolution.



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





John Updike Director of Real Estate

November 5, 2015

Real Property Lease 887 Potrero Avenue Sprint Spectrum

Through Naomi Kelly, City Administrator

Honorable Board of Supervisors City & County of San Francisco City Hall, Room 244 1 Dr. Carlton B. Goodlett Place San Francisco, CA 94102-4689

Dear Board Members:

Enclosed for your consideration is a Resolution authorizing the lease of telecommunication facilities consisting of 189 square feet on the roof of property located at 887 Potrero Avenue, San Francisco, California, commonly known as San Francisco General Hospital Mental Rehabilitation Facility, between the City and County of San Francisco ("City") and Sprint Spectrum, L.P. ("Tenant"). The original lease agreement, dated August 31, 2001, became a month-to-month at-will lease on August 28, 2012 and Tenant has continued to occupy the premises at a holdover rate, which is currently \$10,640.10 per month. The holdover rate represents 150% of the former base rent of \$7,093.40.

Through this proposed legislation, we seek Board of Supervisors approval and authorization of the negotiated lease agreement for an initial five year term at a base rent of \$69,600 per year (\$5,800 per month) with annual Consumer Price Index adjustment of no less than three (3) percent and no more than six (6) percent annually on January 1 of each year. The lease includes one option to extend the term for an additional five years.

The negotiated lease rate exceeds our established minimum acceptable lease rate for cellular facilities, and is supported by comparable rental market data.

The new negotiated rate of \$5,800 per month is less than the former base rent because the location is not as desirable as other high-profile areas. Similar rates are paid by larger carriers like AT&T and Verizon with equipment areas that are double in size if not triple. This Tenant has a smaller market share than other carriers and the new rate is deemed fair.

Should you have any questions or need additional information, do not hesitate to call Marta Bayol of our office at 554-9865.

Respectfully,

John Updike

Director of Real Estate

cc: Naomi Kelly, City Administrator

w/ Resolution; Barbara Garcia, DPH

COMMUNICATIONS SITE LEASE

between

CITY AND COUNTY OF SAN FRANCISCO, as Landlord

and

SPRINT SPECTRUM L.P., as Tenant

For the lease of

a Site at 887 Potrero Avenue, San Francisco, California

March 5, 2015

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LIST OF EXHIBITS

EXHIBIT A – Description of Premises

EXHIBIT B - Notice of Commencement Date

EXHIBIT C — Approved Tenant's Plans and Specifications EXHIBIT D — Conditional Use Permit

COMMUNICATIONS SITE LEASE

THIS COMMUNICATIONS SITE LEASE (this "Lease") dated for reference purposes only as of March 5, 2015, is made between the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("City" or "Landlord"), and SPRINT SPECTRUM L.P., a Delaware limited partnership ("Tenant").

City and Tenant hereby covenant and agree as follows:

1. BASIC LEASE INFORMATION

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

Lease Reference Date:

March 5, 2015

Landlord:

CITY AND COUNTY OF SAN FRANCISCO

Tenant:

SPRINT SPECTRUM L.P.

Building (Section 2.1):

Building located on the property commonly known as the San Francisco General Hospital Mental Health Rehabilitation Facility, 887 Potrero Avenue, San Francisco, California, and also known as Assessor's Lot 2, Block 4090 (the "Building").

Premises (Section 2.1):

The portions of the Building consisting of approximately one hundred eighty-nine (189) square feet of space located on the roof of the Building on which Tenant's communications facilities and antennae are to be installed and mounted as shown on Exhibit A. In connection with this Lease and during the term of the Lease, Tenant shall have a nonexclusive license for the placement and use of wiring and conduit as shown on the Approved Plans (as defined in Section 7.1). The Building is under the jurisdiction of the City's Public Health Department.

Term (Section 3.1):

Five (5) years

Estimated commencement date: April 1, 2015

Expiration date: Fifth (5th) anniversary of the Commencement Date (as defined in Section 3.1)

Extension Option (Section 28.1):

One (1) additional term of five (5) years, exercisable

on the terms specified in Section 28.1

Base Rent (Section 4.1):

Initial Annual Base Rent: \$69,600

Initial monthly payments: \$5,800

Adjustment Dates (Section 4.2):

Annually on January 1 of each year, beginning January 1, 2016.

Use (Section 5.1):

Tenant shall only use the Premises for the construction, maintenance and operation of the Tenant Equipment and for the transmission and reception of radio communication signals on various frequencies with the Tenant Equipment (a "Communications Site"). Tenant shall not use the Premises for any other purposes without the written consent of Landlord.

Tenant's Equipment (Section 6):

The following equipment and improvements that Tenant has the right to install at the Building pursuant to this Lease, which installation shall be done at Tenant's sole cost: Three (3) panel antennas (one (1) antenna per sector) and two (2) equipment cabinets to be installed (collectively, "Tenant's Equipment") as shown on Exhibit C attached hereto.

Utilities and Services (Section 10.1):

All utilities and services necessary for use of the Communications Site to be provided by Tenant at its sole cost; City has no responsibility for any utilities or services to the Premises or the common or license area unless Tenant requires minimal and temporary access to existing utilities to install future equipment installations permitted under this Lease, in which case City agrees to provide such minimal and temporary access.

Security Deposit (Section 24.1):

\$11,600

Notice Address of Landlord (Section 29.1):

Department of Public Health 101 Grove Street San Francisco, CA 94102 Attn: Director of Public Health Re: 887 Potrero Ave.

with a copy to:

City and County of San Francisco
Real Estate Division
25 Van Ness Avenue, Suite 400
San Francisco, CA 94102
Attn: John Updike, Director of Property
Re: 887 Potrero Ave.

and to:

Office of the City Attorney City and County of San Francisco City Hall, Room 234 1 Dr. Carlton B. Goodlett Place San Francisco, CA 94102 Attn: Special Projects Team

Re: 887 Potrero Ave.

Jason Zook, Executive Project Manager, SFGH

Key Contact for Landlord:

415-206-6853

Telephone No.:

Notice Address for Tenant

(Section 28.1):

Sprint Nextel Property Services Mailstop: KSOPHT0101-Z2650

6391 Sprint Parkway

Overland Park, KS 66251-2650

With a mandatory copy to:

Sprint Nextel Law Department Mailstop: KSOPHT0101-Z2020

6391 Sprint Parkway

Overland Park, KS 66251-2020 Attn: Real Estate Attorney

Key Contact for Tenant:

Sprint PCS Property Services

Telephone No.:

866-303-1622

Other Noteworthy Provisions:

Tenant has the right to terminate this Lease if it loses its permits to operate a Communications Site at the Premises in spite of its reasonable efforts to maintain

such permits (Section 28.2).

2. CO-LOCATION OF TELECOMMUNICATIONS FACILITIES

2.1 Prohibition on Co-location Without Landlord's Consent

Co-location of facilities is prohibited except with the express written approval of Landlord. A "co-located telecommunication facility" means a telecommunication facility comprised of one or more antennas, dishes, or similar devices owned or used by more than one public or private entity that is not controlled by or under common control with Tenant. The meaning of "control" in the foregoing sentence shall be as set forth in <u>Section 17.6</u>.

2.2 Required Co-location

Notwithstanding the foregoing, Tenant acknowledges that Landlord may require Tenant to co-locate its facilities on the Premises with other facilities or providers or require Tenant to permit other facilities or providers to co-locate on Tenant's facilities.

Tenant shall cooperate and use commercially reasonable efforts to facilitate co-location of future telecommunications facilities upon the Premises; provided, however, that Tenant shall not be under any such obligation if a proposed co-location causes interference with Tenant's existing use of the Premises. If no such interference would occur upon installation of a co-locator's equipment as reasonably determined by Landlord, then the proposed co-locator in each instance shall, as a condition precedent to any proposed co-location: (i) execute and deliver a co-location agreement prepared in commercially reasonable form by the proposed co-locator; (ii) pay all costs arising from or related to the co-location, including but not limited to any and all costs incurred by Tenant to accommodate such co-location; and (iii) reimburse Tenant a commercially reasonable percentage of costs and expenses (including capital expenditures) incurred by Tenant in connection with the development, use, or occupancy of the Premises prior to the co-location.

3. PREMISES; AS IS LEASE

3.1 Lease Premises; Tenant Cable License

Subject to the terms, covenants and conditions set forth in this Lease, City leases to Tenant and Tenant leases from City those premises specified in the Basic Lease Information and shown on the plans attached hereto as Exhibit A (the "Premises"). Tenant shall have access to the Premises and portions of the common areas of the Building as provided in Section 22.1 (Tenant's Access to Premises).

In connection with its use of the Premises as a Communications Site and for the Term of this Lease, City grants Tenant a nonexclusive license for the placement and use of Tenant's utility and fiber cabling, wires, and conduits reasonably necessary to connect Tenant's Equipment (collectively, the "Tenant Cables") across the areas shown on the Approved Plans (as defined in Section 7.1 (Tenant Improvement Work). Such license shall be irrevocable, but shall terminate upon any termination of this Lease. City, in its sole discretion and at its sole cost and expense, may relocate the license area upon one hundred eighty (180) days prior written notice to Tenant. Except as otherwise expressly permitted in this Lease, all Tenant Cables that connect Tenant's Equipment located in different sites within the Building shall pass through existing openings in the Building's walls, floors, or ceilings unless Tenant reasonably determines that such existing openings are not usable. In such event, Tenant shall obtain Landlord's prior written consent to make any new penetrations through the Building walls, floors, or ceilings and roofs for any Tenant Cables, which consent will not be unreasonably withheld, conditioned or delayed.

To request Landlord's consent to new penetrations, Tenant shall deliver such request to Landlord in writing, together with any information reasonably requested by Landlord to analyze whether such proposed penetrations would negatively impact the Building's safety or structural integrity (a "Request Notice"). Such Landlord-requested information may include an analysis of the impact of the proposed penetrations, prepared by a California-licensed structural engineer with reasonable experience in analyzing such issues. If the cost of making any such new penetrations is more than Five Thousand Dollars (\$5,000), Tenant shall pay Landlord the administrative fee described in Section 8.1. If the cost of making any such new penetrations is Five Thousand Dollars (\$5,000) or less, at Landlord's election, Tenant shall pay Landlord a reasonable administrative review fee before Landlord is required to review such new penetration request. Such administrative review fee shall be based on Landlord's estimated costs in reviewing the proposed penetrations. Landlord shall notify Tenant in writing if Landlord will charge such an administrative review fee and the amount of such fee within thirty (30) days' of receiving Tenant's Request Notice. Tenant shall have the right to withdraw its Request Notice at any time; provided, however, that if Tenant withdraws such Request Notice after delivering the administrative review fee or a Section 8.1 administrative fee, Landlord shall have no obligation to reimburse such fee to Tenant.

3.2 As Is Lease

TENANT EXPRESSLY ACKNOWLEDGES AND AGREES THAT THE PREMISES ARE BEING LEASED AND ACCEPTED IN THEIR "AS IS, WITH ALL FAULTS" CONDITION, WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, AND SUBJECT TO ALL APPLICABLE LAWS, RULES AND ORDINANCES, INCLUDING, WITHOUT LIMITATION, ZONING ORDINANCES AND REGULATIONS GOVERNING THE USE, OCCUPANCY OR POSSESSION OF THE PREMISES OR LICENSED AREAS. TENANT REPRESENTS AND WARRANTS TO LANDLORD THAT TENANT HAS CONDUCTED A REASONABLY DILIGENT INVESTIGATION, EITHER INDEPENDENTLY OR THROUGH AGENTS OF TENANT'S CHOOSING, OF THE CONDITION OF THE PREMISES AND OF THE SUITABILITY OF THE PREMISES FOR TENANT'S INTENDED USE, AND TENANT IS RELYING SOLELY ON ITS INDEPENDENT INVESTIGATION.

TENANT FURTHER REPRESENTS AND WARRANTS THAT ITS INTENDED USE OF THE PREMISES IS THE USE DESCRIBED IN THE BASIC LEASE INFORMATION. TENANT AGREES THAT NEITHER CITY NOR ANY OF ITS AGENTS HAVE MADE, AND CITY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PHYSICAL, STRUCTURAL OR ENVIRONMENTAL CONDITION OF THE PREMISES OR THE PRESENT OR FUTURE SUITABILITY OF THE PREMISES OR LICENSED AREAS FOR THE CONDUCT OF TENANT'S BUSINESS, OR ANY OTHER MATTER WHATSOEVER RELATING TO THE PREMISES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. FOR PURPOSES OF CALIFORNIA CIVIL CODE SECTION 1938, TO THE EXTENT APPLICABLE TO THIS PERMIT, THE BUILDING HAS NOT BEEN INSPECTED BY A CERTIFIED ACCESS SPECIALIST.

4. TERM

4.1 Term of Lease

The Premises are leased for a term (the "Term") of five (5) years, commencing and terminating as set forth below. The Term of this Lease shall end on the Expiration Date specified in the Basic Lease Information, or such earlier date on which this Lease terminates pursuant to the terms hereof. No delay in the commencement of this Lease beyond the Estimated Commencement Date specified in the Basic Lease Information shall serve to extend the Initial Term beyond the Expiration Date. Tenant shall have the right to extend the Term for one (1) additional term of five (5) years on the terms provided in Section 28.1 (Options to Extend Term). As used below, the "Term" shall include the initial term of five (5) years, and any of the Extended Terms if Tenant duly exercises its Extension Options with respect to such Extended Term(s) pursuant to this Lease.

4.2 Confirmation of Commencement Date and Expiration Date

The Term of this Lease shall commence on the full execution by the parties (which execution by City shall require the resolution specified in Section 29.35 below) (the "Commencement Date"). The Term shall terminate on the Expiration Date unless earlier terminated pursuant to the terms hereof or extended as provided in <u>Section 28.1</u>. Promptly following the Commencement Date, if the Commencement Date occurs on a date other than the Estimated Commencement Date specified in the Basic Lease Information, Tenant shall deliver to City a notice in substantially the form attached hereto as Exhibit B identifying the Commencement Date determined in accordance with the provisions hereof, and City shall execute and return such notice to Tenant. However, the parties' failure to execute or deliver such notice shall not affect the commencement of the Term.

4.3 Termination of 2001 Lease

Immediately prior to the Commencement Date, Tenant leased the Premises from City pursuant to a lease dated as of August 31, 2001 (the "2001 Lease"). The initial term of the 2001 Lease terminated on August 27, 2012, and Tenant continued to occupy the Premises pursuant to the Lease, and with City's consent, on a month to month holdover basis under Section 28.12 of the 2001 Lease. Tenant and City agree that the 2001 Lease, and Tenant's lease of the Premises under the 2001 Lease, shall automatically terminate as of the day immediately preceding the Commencement Date. Tenant acknowledges that Tenant never delivered the security deposit required under the 2001 Lease to City and accordingly, there is no security deposit to be returned to Tenant pursuant to the 2001 Lease.

5. RENT; ADDITIONAL CHARGES

5.1 Base Rent

Beginning on the Commencement Date, Tenant shall pay to City during the Term the annual Base Rent specified in the Basic Lease Information as the same may be increased pursuant to Section 5.2 (Adjustments in Base Rent) (the "Base Rent"). The Base Rent shall be payable in equal consecutive monthly payments on or before the first day of each month, in advance, by good check to the City and County of San Francisco at the address for the Director of Property specified in the Basic Lease Information, or such other place as City may designate in writing upon thirty (30) days advance notice. Tenant shall pay the Base Rent without any prior demand and without any deduction or setoff. If the Commencement Date occurs on a day other than the first day of a calendar month, or the Expiration Date occurs on a day other than the last day of a calendar month, then the Base Rent for such fractional month shall be prorated based on a thirty (30)-day month.

5.2 Adjustments in Base Rent

On each date specified in the Basic Lease Information for the adjustment of Base Rent (an "Adjustment Date") during the Term, the Base Rent payable by Tenant under Section 5.1 (Base Rent) above shall be adjusted to an amount determined as follows:

The Consumer Price Index Urban Wage Earners and Clerical Workers (base years 1982-1984 = 100) for San Francisco-Oakland-San Jose area published by the United States Department of Labor, Bureau of Labor Statistics (the "Index"), which is published most immediately preceding the Adjustment Date (the "Adjustment Index"), shall be compared with the Index published most immediately preceding the Commencement Date in the case of the first Adjustment Date or, in the case of any subsequent Adjustment Date, the Adjustment Index for the previous Adjustment Date (the "Base Index").

If the Adjustment Index has increased over the Base Index, then the Base Rent payable on and after the Adjustment Date shall be set by multiplying the Base Rent by a fraction, the numerator of which is the Adjustment Index and the denominator of which is the Base Index; provided, however, in no event shall the monthly Base Rent be increased by an amount less than three percent (3%) nor more than six percent (6%) of the monthly Base Rent in effect for the last full month immediately preceding the Adjustment Date.

If the Index is changed so that the base year differs from that used as of the date most immediately preceding the Commencement Date, the Index shall be converted in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics. If the Index is discontinued or revised during the Term, such other government index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Index had not been discontinued or revised.

5.3 Additional Charges

Tenant shall promptly pay to City any and all Utility Charges under Section 11.1 (Utilities and Services), and other amounts, if any, required under any other provision of this Lease, as additional rent (herein called "Additional Charges"). Such Additional Charges shall be payable to City at the same place and in the same manner as the Base Rent is payable. City shall have the same remedies for a default in the payment of any Additional Charges as for a default in the payment of Base Rent. As used in this Lease, the term "Rent" shall include the Base Rent and any Additional Charges.

5.4 Late Charges

If Tenant fails to pay any Rent within ten (10) days after delivery of notice that the same is due and payable, such unpaid amounts will be subject to a late payment charge equal to six percent (6%) of the unpaid amounts in each instance. The late payment charge has been agreed upon by City and Tenant, after negotiation, as a reasonable estimate of the additional administrative costs and detriment that will be incurred by City as a result of any such failure by Tenant, the actual costs thereof being extremely difficult if not impossible to determine. The late payment charge constitutes liquidated damages to compensate City for its damages resulting from such failure to pay and shall be paid to City together with such unpaid amounts.

5.5 Default Interest

Any Rent, if not paid within ten (10) days following the due date, shall bear interest from the due date until paid at the rate of six percent (6%) per year or, if a higher rate is legally permissible, at the highest rate an individual is permitted to charge under law. However, interest shall not be payable on late charges incurred by Tenant nor on any amounts on which late charges are paid by Tenant to the extent this interest would cause the total interest to be in excess of that which an individual is lawfully permitted to charge. Payment of interest and late charges shall not excuse or cure any default by Tenant.

6. USE

6.1 Permitted Use

Tenant shall use the Premises during the Term of this Lease solely for such uses as are specified in the Basic Lease Information and for no other use. Tenant shall not interfere with the use and operation of the Building as a medical facility.

6.2 No Illegal Uses, Nuisances, or Advertising

Without limiting the foregoing, Tenant shall not use or occupy any of the Premises, or permit the use or occupancy thereof, in any unlawful manner or for any illegal purpose, or permit to be carried on any offensive, immoral, noisy, or hazardous use. Tenant shall take all precautions to eliminate any nuisances or hazards in connection with its activities within the Premises. Tenant shall not advertise in any manner in areas outside the Premises or on or about the Building; provided, however that Tenant may place one identification plate on each antenna, and base station equipment component that comprises the Tenant's Equipment, which plate shall be no larger than two (2) inches by two (2) inches and shall be reasonably approved in advance by City, in order to identify the Tenant's Equipment as belonging to Tenant.

7. INSTALLATION OF TENANT IMPROVEMENTS

7.1 Tenant Improvement Work

Following the Commencement Date, Tenant shall commence to install Tenant's Equipment and other improvements on the Premises in accordance with the plans and specifications dated June 13, 2012, prepared by Pacific Telecom Services, Tenant's architect or engineer, as the case may be, which have been approved by City (such work is called the "Tenant Improvement Work" or "Tenant Improvements" and such plans and specifications are called the "Approved Plans"). A copy of the Approved Plans is attached hereto as Exhibit C. The Approved Plans may be altered, subject to the prior written and reasonable approval of City, if required in order for Tenant to obtain any permits or approvals necessary for construction of the Tenant Improvements.

Tenant shall not alter, replace, modify, or add to any of Tenant's Equipment without City's prior written consent; provided, however, that Tenant may perform maintenance, repairs,

like-for-like exchanges or similar replacements of Tenant's Equipment and may make modifications within the interior of any of Tenant's Equipment without prior approval of City so long as the like-for-like exchanges or similar replacements of Tenant's Equipment are substantially similar in size and weight to the previous Tenant Equipment, do not pose any greater danger to the Building than the Tenant's Equipment to be so exchanged or replaced, will comply with Section 12.3 (Floor Load), and Tenant obtains all regulatory approvals required for such exchanges, replacements, or modifications. If Tenant wishes to make any exchange or replacement of Tenant's Equipment within the Premises that requires City's prior written consent, City will not unreasonably withhold, condition or delay its approval; provided, however, that City shall have the right to condition its approval of such requested exchange or replacement on an increase in the Base Rent if such requested exchange or replacement results in Tenant realizing additional revenues or charging higher fees to its customers, unless such higher fees to its customers are solely used to pay for Tenant's additional cost in making such requested exchange or replacement. Tenant acknowledges that City shall have the sole discretion in deciding whether to approve to any proposed addition to the Tenant's Equipment within the Premises or any proposed exchange or replacement of Tenant's Equipment that would result in any expansion of the Premises, including the right to condition such approval on an increase in Base Rent.

Tenant shall be responsible, at its cost, for performing the Tenant Improvement Work in accordance with the Approved Plans and otherwise in compliance with the standards contained in Section 8.1 (Tenant's Alterations). Tenant shall further be responsible, at its cost, for obtaining all permits and licenses required in connection with the Tenant Improvements and satisfy any conditions or mitigation measures approved in connection therewith. No Tenant Improvement Work shall commence until Tenant has first obtained all necessary permits and approvals for Tenant to be legally entitled to construct the Tenant Improvements.

7.2 Local Hire Requirements

Unless exempt, if the Tenant Improvement Work is estimated to cost more than \$750,000, Tenant agrees to comply with the San Francisco Local Hiring Policy set forth in San Francisco Administrative Code Section 6.22(G) in the performance of the Tenant Improvement Work. Prior to the commencement of the Tenant Improvement Work, Tenant shall contact City's Office of Economic Workforce and Development ("OEWD") to discuss the local hiring requirements issued by OEWD under the San Francisco Local Hiring Policy that apply to the Tenant Improvement Work, if any. Tenant shall comply with all OEWD requirements issued with respect to the San Francisco Local Hiring Policy and applicable to the Tenant Improvement Work.

7.3 Air-conditioning and Fire Suppression

Tenant shall have the right (but not the obligation) to install and maintain at its own cost and expense a self-contained air-conditioning system and fire protection system within the Premises, as shown on the Approved Plans. Installation of such systems, which shall not connect to any of the heating, ventilating, air conditioning, plumbing, electrical, fire protection, life safety, security and other mechanical, electrical, and communications systems of the Building (collectively, "Building Systems"), shall be in compliance with <u>Section 7.1</u> (Tenant Improvement Work) and <u>Section 8.1</u> (Tenant's Alterations).

8. ALTERATIONS

8.1 Tenant's Alterations

Tenant shall not make or permit any alterations to the Building or any of the Building Systems, except with City's prior written consent in each instance which may be withheld in City's sole discretion. All Alterations shall be done at Tenant's sole expense in accordance with

plans and specifications approved by City, only by duly licensed and bonded contractors or mechanics, and subject to all other conditions which City may reasonably impose. If the cost of any Alterations to the Building (excluding any shown on the Approved Plans) is in excess of Five Thousand Dollars (\$5,000), then Tenant shall pay City an administrative fee equal to ten percent (10%) of the total "hard" costs of the work. "Hard costs" shall include the cost of materials and installation, but shall exclude any costs associated with design, such as architectural fees.

8.2 Title to and Removal of Tenant's Equipment

Title to the Tenant Improvements, all permitted improvements or equipment installed at and affixed to the Premises by Tenant and all of Tenant's personal property (collectively, "Tenant's Property") shall remain the property of Tenant; provided, however, that any structural improvements to the Building or any new openings made in the Building pursuant to Section 3.1 that are made by Tenant with City's consent shall become City's property and remain on the Premises. City hereby acknowledges that Tenant may grant to the vendor of the equipment to be installed at and affixed to the Premises a security interest in all equipment and fixtures owned by Tenant now or hereafter located at or on the Premises; provided no such security interest shall cover any portion of the Premises or the Building or City's property in, on or about the Building and further provided that any removal of such equipment or fixtures by the holder of any such security interest must be in compliance with the provisions of Section 26 (Surrender of Premises). Tenant may at any time, including any time it vacates the Premises (excluding the structural improvements referenced above), remove all of Tenant's Property from the Premises, subject to the provisions of Section 26 (Surrender of Premises). Notwithstanding anything to the contrary in this Lease, City can elect at any time prior to the Expiration Date or within thirty (30) days after termination of this Lease to require Tenant to remove on the Expiration Date or any earlier termination of this Lease in accordance with Section 26 (Surrender of Premises) at Tenant's sole expense, all or part of any structural improvements to the Premises or the common areas of the Building made by City or Tenant, which were made in order to provide sufficient support for Tenant's equipment, and any antenna or tower supports, foundations, or base plates.

8.3 Taxes on Tenant's Property

At least ten (10) days prior to delinquency, Tenant shall pay all taxes levied or assessed upon Tenant's Property and shall deliver reasonably satisfactory evidence of such payment to City promptly upon request.

8.4 Local Hire Requirements

Unless exempt, if the cost to make an approved Alteration is estimated to cost more than \$750,000, Tenant agrees to comply with the San Francisco Local Hiring Policy set forth in San Francisco Administrative Code Section 6.22(G) in the performance of such Alteration. Prior to the commencement of such Alteration, Tenant shall contact OEWD to discuss the local hiring requirements issued by OEWD under the San Francisco Local Hiring Policy that apply to such Alteration, if any. Tenant shall comply with all OEWD requirements issued with respect to the San Francisco Local Hiring Policy and applicable to such Alteration.

9. CITY'S ALTERATIONS OF THE BUILDING AND BUILDING SYSTEMS

City reserves the right at any time to make alterations, additions, repairs, deletions or improvements to all or any part of the Building, the Building Systems or the common areas of the Building, for any purpose including compliance with mandatory or voluntary controls or guidelines, subject to the following terms and conditions. In performing any such work, City shall make good faith efforts to give Tenant prior notice of such work and shall make reasonable efforts not to disrupt Tenant's normal use of Tenant's Equipment in the Premises. The making of any such alterations, additions, repairs, deletions or improvements shall in no event entitle

Tenant to any damages, relieve Tenant of the obligation to pay the full Base Rent and Additional Charges reserved hereunder or to perform each of its other covenants hereunder or constitute or be construed as a constructive or other eviction of Tenant, provided that Tenant can still operate the Premises as a Communications Site. During the period of any such alterations by City which materially impair Tenant's use of the Premises as a Communications Site, Tenant shall have the right at no additional charge to bring into the Building and operate a portable generator and mobile Communications Site and telescopic antennae or tower, in a mutually acceptable location and on the other terms and conditions provided with respect to such equipment in Section 14.1 (Damage and Destruction).

10. REPAIRS AND MAINTENANCE

10.1 City's Repairs

City shall not be responsible for any maintenance of any portion of the Building, except that City agrees (i) to correct any immediately life-threatening or hazardous condition that affects any portion of the Building necessary for Tenant's use of the Premises as a Communications Site, so long as such condition is not the result of damage or destruction discussed in Section 14 (Destruction), the acts, omissions or negligence of Tenant or its Agents, such repair is not otherwise the responsibility of Tenant under Section 9.2 (Tenant's Repairs), and such condition is not disclosed to Tenant under any provision of this Lease or would not have otherwise been discovered by Tenant through a reasonably diligent inspection of the Premises prior to the reference date hereof, and (ii) to repair any condition caused by City or its tenants of the Building other than Tenant, which condition materially affects any portion of the Building necessary for Tenant's use of the Premises as a Communications Site and is not caused by damage or destruction discussed in Section 14 (Destruction). Upon becoming aware of any such condition, Tenant shall give the City written notice of the need for any repair for which the City is responsible under the preceding sentence; provided, however, that Tenant's agreement to provide written notice shall in no event be interpreted as an assumption of liability for such lifethreatening or hazardous conditions unless Tenant would otherwise be responsible for such conditions hereunder. In the event that the costs of making the corrections or repairs described in Subsections (i) or (ii) above exceed Ten Thousand Dollars (\$10,000.00), City may elect to terminate this Lease within thirty (30) days of the condition requiring correction or repair in lieu of making such corrections or repairs, provided however, that Tenant may elect to pay the portion of such costs in excess of Ten Thousand Dollars (\$10,000.00) necessary in order to make such correction or repairs, in which case City will proceed with the correction or repair.

10.2 Tenant's Repairs

Tenant shall maintain all parts of its Premises at its sole expense, including without limitation, the floors, electrical wiring, fixtures and equipment, in good repair and working order and in a clean, safe and sanitary condition. Tenant shall repair all damage to the Building to the extent such damage results from any Tenant Alterations, Tenant's use of the Premises, or Tenant's entry on the Building pursuant to this Lease. Tenant shall make all repairs and replacements: (a) at Tenant's expense and at such time and, when required hereunder, in such manner as reasonably approved by City, (b) by duly licensed and bonded contractors or mechanics, (c) in a manner and using equipment and materials which will not interfere with or impair City's operations, use or occupation of the Building or the Building Systems, and (d) in accordance with any Building Rules and Regulations (as defined in Section 24.1 (Rules and Regulations)) and all applicable Laws (as defined in Section 13.1 (Compliance with Laws)).

Tenant hereby waives any right it may have to make repairs at City's expense under Sections 1941 and 1942 of the California Civil Code (Lessor to make dwelling-house fit for its purpose, and Repairs by lessee, respectively) or under any similar law, statute or ordinance now or hereafter in effect.

11. LIENS

Tenant shall keep the Premises and the Building free from any liens arising out of any work performed, material furnished or obligations incurred by or for Tenant. In the event Tenant shall not, within thirty (30) days following the imposition of any such lien, cause the lien to be released of record by payment or posting of a proper bond, City shall have in addition to all other remedies provided herein and by law or equity the right, but not the obligation, to cause the same to be released by such means as it shall deem proper, including, but not limited to, payment of the claim giving rise to such lien. All such sums paid by City and all expenses incurred by it in connection therewith (including, without limitation, reasonable attorneys' fees) shall be payable to City by Tenant upon demand. City shall have the right at all times to post and keep posted on the Premises any notices permitted or required by law or that City shall deem proper for the protection of City, the Premises, and the Building, from mechanics' and material supplier's liens. Tenant shall give to City at least fifteen (15) days' prior written notice of commencement of any repair or construction on the Premises except for minor and routine repair and maintenance for which Tenant is responsible hereunder. Tenant shall not create, permit or suffer any other encumbrances affecting any portion of the Premises or the Building except as expressly permitted under this Lease or without first obtaining the written consent of City, which City may give or withhold in its sole discretion.

12. UTILITIES AND SERVICES

12.1 Utilities and Services

Tenant shall furnish, at its cost, any and all utilities or services necessary or appropriate for Tenant's use and enjoyment of the Premises. Tenant shall install separate utility meters at the Premises and, when permitted by serving utilities, Tenant shall be responsible directly to the serving utilities for all utilities required for Tenant's use of the Premises. Tenant agrees to promptly pay for all such metered utilities. Tenant shall not: (a) connect or use any electrical equipment that exceeds the capacity of the Building electrical system; or (b) connect any apparatus, machine or device through electrical outlets except in the manner for which such outlets are designed, except for such modifications as may be shown on the Approved Plans and for any other such modifications at Tenant's sole cost as are reasonably approved in writing in advance by City.

12.2 Mandatory or Voluntary Restrictions

In the event City provides any utilities pursuant to Section 12.1 (Utilities and Services), and any governmental entity promulgates or revises any statute, ordinance or building, fire or other code or imposes mandatory or voluntary controls or guidelines on City or the Building or any part thereof, relating to the use or conservation of energy or electricity, or in the event City is required or elects to make alterations to any part of the Building in order to comply with such mandatory or voluntary controls or guidelines, such compliance and the making of such alterations shall in no event entitle Tenant to any damages, relieve Tenant of the obligation to pay the full Base Rent and Additional Charges reserved hereunder or to perform each of its other covenants hereunder or constitute or be construed as a constructive or other eviction of Tenant, provided that Tenant can still operate the Premises as a Communications Site.

12.3 Floor Load

Without the prior written consent of City, which City may give or refuse in City's sole discretion, Tenant shall not place or install in the Premises any machine, equipment, structure or other improvement the weight of which shall exceed the normal loadbearing capacity of the floors or roof of the Building, except as may be shown in the Approved Plans. If City consents to the placement or installation of any such machine or equipment in the Premises, Tenant at its sole expense shall reinforce the floor or roof of the Premises in the area of such placement or installation, pursuant to plans and specifications reasonably approved by City and otherwise in compliance with Section 8.1 (Tenant's Alterations), to the extent necessary to assure that no

damage to the Premises or the Building or weakening of any structural supports will be occasioned thereby.

13. COMPLIANCE WITH LAWS AND RISK MANAGEMENT REQUIREMENTS

13.1 Compliance with Laws

Tenant, at Tenant's expense, shall promptly maintain the Premises, any Tenant Improvements and Tenant's Alterations and any other improvements and equipment permitted hereunder, and Tenant's use and operations thereon, in strict compliance with all present and future laws, orders and regulations of federal, state, county and municipal authorities (collectively, "Laws") relating to the Premises or the use or occupancy thereof, whether foreseen or unforeseen, ordinary as well as extraordinary. Such Laws shall include, without limitation, all Laws relating to health and safety and disabled accessibility including, without limitation, the Americans with Disabilities Act, 42 U.S.C. Section 12101 et seq. (insofar as such Act relates to Tenant's unique use) and Title 24 of the California Code of Regulations, all present and future Environmental Laws (as defined in <u>Section 26.1</u> (Definitions)), and all present and future life safety, fire sprinkler, seismic retrofit and other building code requirements. Any work or installations made or performed by or on behalf of Tenant or any person or entity claiming through or under Tenant pursuant to the provisions of this Section shall be made in conformity with and subject to the provisions of Section 9.2 (Tenant's Repairs). In making any application to City's Planning Department for the Communications Site, Tenant agrees to act as both "Applicant" and "Project Sponsor." A copy of all conditional use permits authorizing use of the Premises are attached hereto as Exhibit D.

The parties acknowledge and agree that Tenant's obligation to comply with all Laws as provided herein is a material part of the bargained-for consideration under this Lease. Tenant's obligation under this Section shall include, without limitation, the responsibility of Tenant to make substantial or structural repairs and alterations to the Premises (including any of the Tenant Improvements or any of Tenant's Alterations), regardless of, among other factors, the relationship of the cost of curative action to the Rent under this Lease, the length of the then remaining Term hereof, the relative benefit of the repairs to Tenant or City, the degree to which the curative action may interfere with Tenant's use or enjoyment of the Premises, the likelihood that the parties contemplated the particular Law involved, and whether the Law involved is related to Tenant's particular use of the Premises; provided, however, that if any future Law requires such substantial or structural repairs and alterations, and such future Law is not triggered by Tenant's particular use of the Premises or any Tenant Improvements or Tenant's Alterations, Tenant shall have the right to terminate this Lease in lieu of performing such substantial or structural repairs and alterations by delivering written notice of such termination to City within the thirty (30) day period immediately following the date such future Law becomes effective. If Tenant timely delivers such a termination notice to City pursuant to the foregoing sentence, this Lease shall terminate as of the thirtieth (30th) day immediately following City's receipt of such termination notice. Except as expressly provided herein, no occurrence or situation arising during the Term, nor any present or future Law, whether foreseen or unforeseen, and however extraordinary, shall relieve Tenant from its obligations hereunder, or shall give Tenant any right to otherwise seek redress against City, and Tenant waives any rights now or hereafter conferred upon it by any existing or future Law to receive any abatement, diminution, reduction or suspension of payment of Rent, or to compel City to make any repairs to comply with any such Laws, on account of any such occurrence or situation.

Tenant understands and agrees that City is entering into this Lease in its capacity as a property owner with a proprietary interest in the Premises and not as a regulatory agency with police powers. Nothing in this Lease shall limit in any way Tenant's obligation to obtain any required regulatory approvals from City departments, boards or commissions having jurisdiction over the Premises. By entering into this Lease, City is in no way modifying or limiting Tenant's obligation to cause the Premises to be used and occupied in accordance with all Laws as provided above.

13.2 Licenses and Approvals

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

13.3 Radiofrequency Radiation and Electromagnetic Fields

Without limiting Section 13.1 above, Tenant shall comply with all present and future laws, orders and regulations of federal, state, county and municipal authorities relating to allowable presence of or human exposure to Radiofrequency Radiation ("RFs") or Electromagnetic Fields ("EMFs") on or off the Premises, including without limitation, all applicable standards adopted by the Federal Communications Commission ("FCC"), whether such RF or EMF presence or exposure results from Tenant's equipment alone or from the cumulative effect of Tenant's equipment added to all other sources in the Building. City shall not agree to allow any third party entering into an occupancy or use agreement after the Commencement Date to cause an increase in RF or EMF levels in the Building such that the cumulative levels exceed allowable levels. If the cumulative effect of City's use of the Building taken together with Tenant's use hereunder and other tenant(s) whose use predated the Commencement Date exceeds such standards, Tenant shall have the right to terminate this Lease without penalty upon ninety (90) days' prior written notice to City. Without limiting the provisions of Tenant's indemnity contained in Section 18 (Indemnity), Tenant, on behalf of itself and its successors and assigns, shall indemnify the "Indemnified Parties," and each of them, from and against all "Claims" incurred in connection with or arising in whole or in part from the presence of or exposure to RFs or EMFs resulting from Tenant's use of the Premises.

13.4 Compliance with City's Risk Management Requirements

Tenant shall not do anything, or permit anything to be done, in or about the Premises which would create any unusual fire risk, and shall take commercially reasonable steps to protect City from any potential premises liability by reason of any business operation being conducted by Tenant in the Premises. Tenant, at Tenant's expense, shall comply with all reasonable rules, orders, regulations or requirements of City's Risk Manager.

14. SUBORDINATION

This Lease shall be subordinate to any reciprocal easement agreements, ground leases or underlying leases and the lien of any mortgage or deed of trust (collectively, "Encumbrance"), which may now exist or hereafter be executed affecting any of the Building, the real property upon which the Building is located or City's interest therein and all renewals, extensions, modifications, and replacements of such Encumbrance. Notwithstanding the foregoing, City shall have the right to subordinate any such Encumbrances to this Lease. If any ground lease or underlying lease terminates for any reason or any mortgage or deed of trust is foreclosed or a conveyance in lieu of foreclosure is made for any reason, Tenant shall attorn to the successor-ininterest to City, at the option of such successor-in-interest, provided that so long as Tenant is not in default hereunder, such successor-in-interest shall recognize this Lease and shall not disturb Tenant in its possession of the Premises for any reason other than one that would entitle City to terminate this Lease or otherwise dispossess Tenant of the Premises in accordance with the terms hereof. No further instrument shall be required to make the provisions hereof operative except that City shall give Tenant written notice of such subordination. Tenant agrees, however, to execute and deliver, upon demand by City and in the form requested by City, any additional documents evidencing the priority or subordination of this Lease provided such documents contain a non-disturbance and recognition agreement executed by the holder of such Encumbrance.

15. DAMAGE OR DESTRUCTION

The parties recognize that the Premises are a small portion of a building used as, among other things, a medical facility. In the event of damage to the Premises or the Building by any cause, City shall have no obligation to rebuild or repair. If City, in City's sole and absolute discretion, determines to repair or rebuild, City shall give Tenant written notice of its determination and its good faith estimate of the amount of time to repair or rebuild, within thirty (30) days of the date of such damage or destruction. If such repairs or rebuilding cannot be completed within two hundred ten (210) days after the date of such damage or destruction, or if City elects not to repair or rebuild as provided above, then Tenant shall have the right, at its election, to terminate this Lease upon sixty (60) days prior written notice to City.

During the period of any repair or rebuilding provided for hereunder, Tenant shall have the right, at its sole expense, to bring onto the Building in a location mutually acceptable to Tenant and City and to operate a portable generator and mobile Communications Site and telescopic antennae or tower in order to provide for continuous service to Tenant's customers during such period. Neither the placement nor use of such generator or equipment shall interfere with City's operations or business in the Building or, if City has elected to repair or rebuild the Premises or the Building as provided above, with such repair or reconstruction.

The parties hereto understand and agree that the provisions of this Section are intended to govern fully the rights and obligations of the parties in the event of damage or destruction, and Tenant and City each hereby waives and releases the provisions of Section 1932, subdivision 2, and Section 1933, subdivision 4, of the Civil Code of California (When hirer may terminate the hiring) or under any similar law, statute or ordinance now or hereafter in effect.

16. EMINENT DOMAIN

16.1 Eminent Domain

If all or any part of the Premises shall be taken as a result of the exercise of the power of eminent domain or any transfer in lieu thereof, this Lease shall terminate as to the part so taken as of the date of taking. In the case of a partial taking, Tenant shall have the right to terminate this Lease as to the balance of the Premises by written notice to City within thirty (30) days after such date; provided, however, that a condition to the exercise by Tenant of such right to terminate shall be that the portion of the Premises taken shall be of such extent and nature as to materially impair Tenant's use of the balance of the Premises as a Communications Site. In the event of a partial taking of the Premises which does not result in a termination of this Lease, the Base Rent and Additional Charges thereafter to be paid shall be equitably reduced.

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

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

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

16.2 Temporary Takings

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

17. ASSIGNMENT AND SUBLETTING

17.1 Restriction on Assignment and Subletting

Tenant shall not directly or indirectly (including, without limitation, by merger, acquisition, or other transfer of any controlling interest in Tenant), voluntarily or by operation of law, sell, assign, encumber, pledge or otherwise transfer any part of its interest in or rights with respect to the Premises or its leasehold estate hereunder (collectively, "Assignment"), or permit any portion of the Premises to be occupied by anyone other than itself, or sublet any portion of the Premises (collectively, "Sublease"), without City's prior written consent. City's consent shall not be unreasonably withheld in each instance, as provided hereinbelow and subject to the exception for certain permitted transfers as provided in Section 17.6 (Permitted Assignment). Notwithstanding anything to the contrary contained in this Lease, in no event shall Tenant have the right to encumber by a mortgage, deed of trust, security agreement, or otherwise, any part of the Premises, the Building or City's interest therein.

17.2 Notice of Proposed Transfer

If Tenant desires to enter into an Assignment or a Sublease, then it shall give written notice (a "Notice of Proposed Transfer") to City of its intention to do so. The Notice of Proposed Transfer shall provide in detail the terms and conditions for such proposed Assignment or Sublease and complete information, including financial statements, business history, and references about the Assignee or Sublessee and such other information about the proposed assignee or subtenant (collectively, "Transferee") as is reasonably requested by City to make a fully informed decision about consent to Tenant's request.

17.3 City's Response

City shall make its election to approve or disapprove such Assignment or Sublease within twenty (20) business days after City's receipt of the Notice of Proposed Transfer (the "Response Period"). If City approves the proposed Sublease or Assignment in writing, then Tenant shall be entitled for a period of ninety (90) days following such date to enter into the proposed Assignment or Sublease. However, any Rent or other consideration realized by Tenant under any such Assignment or Sublease in excess of the Base Rent and Additional Charges payable hereunder (or the amount thereof proportionate to the portion of the Premises subject to such Sublease) shall be paid to City after Tenant has recovered any reasonable broker's commissions and the reasonable cost of any improvements that Tenant has actually incurred in connection with such Sublease or Assignment.

Notwithstanding anything to the contrary in this Section, if any monetary or other material event of default by Tenant is outstanding hereunder at the time of Tenant's Notice of Proposed Transfer (or if any event shall have occurred which with the giving of notice or the passage of time or both would constitute such a default), then City may elect by notice to Tenant to refuse to consent to Tenant's proposed Transfer and pursue any of its right or remedies hereunder or at law or in equity.

17.4 Effect of Sublease or Assignment

No Sublease or Assignment by Tenant nor any consent by City thereto nor any Assignment or Sublease by Tenant permitted hereunder without City's consent shall relieve Tenant of any obligation on its part under this Lease. Any Sublease or Assignment that is not in compliance with this Section shall be void and, at City's option, shall constitute a material default by Tenant under this Lease. The acceptance of any Base Rent or other payments by City from a proposed Transferee shall not constitute consent to such Sublease or Assignment by City or a recognition of any Transferee, or a waiver by City of any failure of Tenant or other transferor to comply with this Section.

17.5 Assumption by Transferee

Each Transferee shall assume all obligations of Tenant under this Lease and shall be and remain liable jointly and severally with Tenant for the payment of the Base Rent and Additional Charges, and for the performance of all of the terms, covenants, conditions and agreements herein contained on Tenant's part to be performed. No Assignment shall be binding on City unless Tenant or Transferee shall deliver to City evidence satisfactory to City that it has obtained all permits, licenses, or other approvals required to operate as a wireless telecommunications service provider on the Premises, a counterpart of the Assignment (or other document reasonably satisfactory to the City in the event of an assignment permitted under Section 17.6 (Permitted Assignment)) and an instrument in recordable form that contains a covenant of assumption by such Transferee satisfactory in substance and form to City, and consistent with the requirements of this Section. However, the failure or refusal of such Transferee to execute such instrument of assumption shall not release such Transferee from its liability as set forth above. Except for a permitted assignment to a general partner or affiliate of Tenant as provided in Section 17.6, Tenant shall reimburse City on demand for any reasonable costs that may be incurred by City in connection with any proposed Sublease or Assignment, including, without limitation, the costs of making investigations as to the acceptability of the proposed Transferee and legal costs incurred in connection with the granting of any requested consent.

17.6 Permitted Assignment

City agrees that Tenant shall be permitted to enter into an Assignment of this Lease or Sublease of the Premises, without City's prior consent but with notice to City as provided below, to any entity which directly or indirectly controls, is controlled by or is under the common control with, Tenant, and has a net worth of at least Ten Million Dollars (\$10,000,000), will use the Premises in the same manner as Tenant under this Lease and holds all licenses, permits, and other approvals necessary to lawfully operate a Communications Site on the Premises. As used above, the term "control" shall mean (a) as to a corporation, the ownership of stock having the right to exercise more than fifty percent (50%) of the total combined voting power of all classes of stock of the controlled corporation, issued and outstanding, and (b) as to partnerships and other forms of business associations, ownership of more than fifty percent (50%) of the beneficial interest and voting control of such association. Tenant shall use its best efforts to provide City with notice in advance of any such permitted Assignment and in any event shall provide City with written notice no later than ten (10) days after the effective date of such permitted Assignment.

18. DEFAULT

18.1 Events of Default

Any of the following shall constitute an event of default by Tenant hereunder:

(a) any failure to pay any Base Rent or Additional Charges as and when due, provided Tenant shall have a period of ten (10) days from the date written notice is received from City within which to cure any default in the payment of Rent; provided, however, that City

shall not be required to provide such notice regarding Tenant's failure to make such payments when due more than twice during any calendar year, and any such failure by Tenant after Tenant has received two such notices in any calendar year from City shall constitute a default by Tenant hereunder without any requirement on the part of City to give Tenant notice of such failure except for a three (3)-day notice to pay or quit as required by law;

- (b) any failure to perform or comply with any other covenant, condition or representation made under this Lease, provided Tenant shall have a period of thirty (30) days from the date written notice is received from City within which to cure such default under this Lease, or, if such default is not capable of cure within such thirty (30)-day period, Tenant shall have a reasonable period to complete such cure if Tenant promptly undertakes action to cure such default within such thirty (30)-day period and thereafter diligently prosecutes the same to completion and Tenant uses its best efforts to complete such cure within sixty (60) days after its receipt of written notice of default from City;
- (c) any vacation or abandonment of the Premises for more than fourteen (14) consecutive days such that the Premises are no longer being used for the purposes set forth in <u>Section 5.1</u>; City acknowledges that the Premises are to be used as an unoccupied transmission facility and, accordingly, lack of on-site personnel shall not, in and of itself, be deemed to indicate vacation or abandonment; and
- (d) the appointment of a receiver due to Tenant's insolvency to take possession of all or substantially all of the assets of Tenant, or an assignment by Tenant for the benefit of creditors, or any action taken or suffered by Tenant under any insolvency, bankruptcy, reorganization, moratorium or other debtor relief act or statute, whether now existing or hereafter amended or enacted, if any such receiver, assignment or action is not released, discharged, dismissed or vacated within sixty (60) days.

18.2 Remedies

Upon the occurrence of an event of default by Tenant which is not cured by Tenant within the applicable grace period, if any, specified in <u>Section 18.1</u> (Events of Default), City shall have the following rights and remedies in addition to all other rights and remedies available to City at law or in equity:

- (a) the rights and remedies provided by California Civil Code Section 1951.2 (damages on termination for breach), including, but not limited to, the right to terminate Tenant's right to possession of the Premises and to recover the worth at the time of award of the amount by which the unpaid Base Rent and Additional Charges for the balance of the Term after the time of award exceeds the amount of rental loss for the same period that Tenant proves could be reasonably avoided, as computed pursuant to subsection (b) of such Section 1951.2.
- (continuation of lease after breach and abandonment), which allows City to continue this Lease in effect and to enforce all of its rights and remedies under this Lease, including the right to recover rent as it becomes due, for so long as City does not terminate Tenant's right to possession. Acts of maintenance or preservation, efforts to relet the Premises or the appointment of a receiver upon City's initiative to protect its interest under this Lease shall not constitute a termination of Tenant's right to possession. If City exercises its right under California Civil Code Section 1951.4, City may from time to time sublet the Premises or any part thereof for such term or terms (which may extend beyond the Term) and at such rent and upon such other terms as City in its sole discretion may deem advisable, with the right to make alterations and repairs to the Premises. Upon each such subletting, Tenant shall be immediately liable for payment to City of, in addition to Base Rent and Additional Charges due hereunder, the cost of such subletting and such alterations and repairs incurred by City and the amount, if any, by which the Base Rent and Additional Charges owing hereunder for the period of such subletting (to the extent such period does not exceed the Term) exceeds the amount to be paid as Base Rent and Additional

Charges for the Premises for such period pursuant to such subletting. No action taken by City pursuant to this Subsection shall be deemed a waiver of any default by Tenant and, notwithstanding any such subletting without termination, City may at any time thereafter elect to terminate this Lease for such previous default.

(c) the right to have a receiver appointed for Tenant upon application by City to take possession of the Premises and to apply any rental collected from the Premises and to exercise all other rights and remedies granted to City pursuant to this Lease.

19. TENANT'S INDEMNITY

Tenant, on behalf of itself and its successors and assigns, shall indemnify, defend and hold harmless ("Indemnify") City, its Agents and Invitees, and their respective heirs, legal representatives, successors and assigns (individually and collectively, the "Indemnified Parties"), and each of them, from and against any and all liabilities, losses, costs, claims, judgments, settlements, damages, liens, fines, penalties and expenses, including, without limitation, direct and vicarious liability of every kind (collectively, "Claims"), incurred in connection with or arising in whole or in part from: (a) injury to or death of a person, including, without limitation, employees of Tenant, or loss of or damage to property, occurring on or about the Premises or License Areas or arising in connection with the use of the Premises or License Areas under this Lease; (b) any default by Tenant in the observation or performance of any of the terms, covenants or conditions of this Lease to be observed or performed on Tenant's part; (c) the use or occupancy or manner of use or occupancy of the Premises by Tenant, its Agents or Invitees or any person or entity claiming through or under any of them; (d) the condition of the Premises or any occurrence on the Premises from any cause attributable to the events described in clauses (a), (b) or (c) of this Section; or (e) any acts, omissions or negligence of Tenant, its Agents or Invitees, in, on or about the Premises or the Building; all regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on, the Indemnified Parties, except to the extent that such Indemnity is void or otherwise unenforceable under applicable Law in effect on or validly retroactive to the date of this Lease and further except to the extent such Claim is caused by the willful misconduct or active negligence of the Indemnified Parties. The foregoing Indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and City's costs of investigating any Claim. Tenant specifically acknowledges and agrees that it has an immediate and independent obligation to defend City and the other Indemnified Parties from any claim which actually or potentially falls within this indemnity provision even if such allegation is or may be groundless, fraudulent or false, which obligation arises at the time such claim is tendered to Tenant by City and continues at all times thereafter. Tenant's obligations under this Section shall survive the termination of the Lease.

20. INSURANCE

20.1 Tenant's Insurance

- (a) Tenant shall procure and keep in effect at all times during the Term, at Tenant's cost, insurance in the following amounts and coverages:
- (i) Commercial General Liability Insurance with limits not less than Two Million Dollars (\$2,000,000) each occurrence combined single limit for bodily injury and property damage, including contractual liability, personal injury, products and completed operations.
- (ii) Worker's Compensation Insurance with Employer's Liability Limits not less than One Million Dollars (\$1,000,000) each accident.

- (iii) Commercial Automobile Liability Insurance with limit not less than One Million Dollars (\$1,000,000) each occurrence combined single limit for bodily injury and property damage, including owned and non-owned and hired vehicles.
- (iv) Business Interruption Insurance insuring that the Rent will be paid to City for a period of at least ninety (90) days following written notification to the Landlord if Tenant is unable to operate its business at the Premises. Such insurance shall also cover business interruptions due to failures or interruptions in telecommunications services, strikes, employee lockouts, riots, or other civil commotion.
- (b) Commercial General Liability, Commercial Automobile Liability Insurance and Business Interruption Insurance policies shall be endorsed to provide the following:
- (i) Name as additional insured the City and County of San Francisco, its officers, agents and employees.
- (ii) That such policies are primary insurance to any other insurance available to the additional insureds, with respect to any claims arising out of this Lease, and that insurance applies separately to each insured against whom claim is made or suit is brought. Such policies shall also provide for severability of interests and that an act or omission of one of the named insureds which would void or otherwise reduce coverage shall not reduce or void the coverage as to any insured, and shall afford coverage for all claims based on acts, omissions, injury or damage which occurred or arose (or the onset of which occurred or arose) in whole or in part during the policy period.
- (c) All insurance policies required to be maintained by Tenant hereunder shall be endorsed to provide thirty (30) days' prior written notice of cancellation for any reason other than for nonpayment of a premium, which would have ten (10) days' prior written notice of cancellation, to both Tenant and City. Notice to City shall be mailed to the address(es) for City set forth in the Basic Lease Information.
- (d) Should any of the required insurance be provided under a claims-made form, Tenant shall maintain such coverage continuously throughout the term hereof and, without lapse, for a period of three (3) years beyond the expiration or termination of this Lease, to the effect that, should occurrences during the Term give rise to claims made after expiration or termination of this Lease, such claims shall be covered by such claims-made policies.
- (e) Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general aggregate limit shall double the occurrence or claims limits specified above.
- (f) Tenant shall deliver to City certificates of insurance and additional insured policy endorsements from insurers in a form satisfactory to City, evidencing the coverages required hereunder, on or before the Commencement Date, , and Tenant shall provide City with certificates thereafter promptly upon City's request.
- (g) Tenant's compliance with the provisions of this Section shall in no way relieve or decrease Tenant's liability under <u>Section 19</u> (Indemnity), or any other provision of this Lease.
- (h) Notwithstanding anything to the contrary in this Lease, City may elect, in City's sole and absolute discretion, to terminate this Lease if Tenant allows any required insurance coverage to lapse by: (1) providing Tenant written notice of such lapse; and (2) immediately providing written notice of termination if Tenant fails to reinstate the lapsed coverage within three (3) days of City's notice of such default.

20.2 Tenant's Property

Tenant shall be responsible, at its expense, for separately insuring Tenant's Property.

20.3 City's Self Insurance

Tenant acknowledges that City self-insures against casualty, property damage and public liability risks. City agrees to maintain an adequate program of self-insurance for public liability risks during the Term and shall not be required to carry any third party insurance with respect to the Building, the Premises or otherwise.

20.4 Waiver of Subrogation

Notwithstanding anything to the contrary contained herein, City and Tenant each hereby waives any right of recovery against the other party for any loss or damage sustained by such other party with respect to the Building or the Premises or any portion thereof or the contents of the same or any operation therein, whether or not such loss is caused by the fault or negligence of such other party, to the extent such loss or damage is (i) covered by third party insurance such Waiving Party is required to carry under this Lease or (ii) actually covered by any other third party insurance then carried by the Waiving Party. Each Waiving Party agrees to cause its third party insurers to issue appropriate waiver of subrogation rights endorsements to all policies relating to the Building or the Premises; provided, the failure to obtain any such endorsement shall not affect the above waiver.

21. LIMITATION OF CITY'S LIABILITY

21.1 Limitation on City's Liability

City shall not be responsible for or liable to Tenant, and Tenant hereby waives all Claims against City and its Agents and releases City and its Agents from, all Claims for any injury, loss or damage to any person or property in or about the Premises or any License Area created under this Lease by or from any cause whatsoever (other than to the extent caused by the active negligence or willful misconduct of City and its Agents), including, without limitation, acts or omissions of persons occupying adjoining premises or any part of the Building adjacent to or connected with the Premises; theft; burst, stopped or leaking water, gas, sewer or steam pipes; or gas, fire, oil or electricity in, on or about the Premises or the Building.

21.2 Consequential Damages

Tenant expressly acknowledges and agrees that the Rent payable hereunder does not take into account any potential liability of City for any consequential or incidental damages including, but not limited to, lost profits arising from the disruption to Tenant Improvements. City would not be willing to enter into this Lease in the absence of a complete waiver of liability, to the fullest extent permitted by Law, for consequential or incidental damages due to the acts or omissions of City or its Agents, and Tenant expressly assumes the risk with respect thereto. Accordingly, without limiting any indemnification obligations of Tenant or other waivers contained in this Lease and as a material part of the consideration for this Lease, Tenant fully releases, waives and discharges forever any and all claims, demands, rights, and causes of action against City for consequential and incidental damages (including without limitation, lost profits) arising out of this Lease, including, without limitation, any interference with uses conducted by Tenant pursuant to this Lease, regardless of the cause, and whether or not due to the active or passive negligence or willful misconduct of City or its Agents, and covenants not to sue for such damages City, its departments, commissions, officers, directors and employees, and all persons acting by, through or under each of them.

21.3 No Relocation Assistance

This Lease creates no right in Tenant to receive any relocation assistance or payment for any reason under the Relocation Assistance Act (California Government Code Section 7260 et seq.), the Uniform Relocation Assistance Act (42 U.S.C. Section 4602 et seq.) as such acts may be amended or revised or under any existing or future law upon any termination of tenancy except as provided in Section 15 (Eminent Domain) hereof.

Tenant fully waives, releases and relinquishes forever any and all claims, demands, rights and causes of action that it may have against the city under any existing or future laws, for any compensation from City not otherwise provided for herein, upon any termination of tenancy hereunder.

In connection with the releases under <u>Sections 21.1</u> (Limitation on City's Liability), <u>21.2</u> (Consequential Damages), and <u>21.3</u> (No Relocation Assistance), Tenant acknowledges that it is familiar with Section 1542 of the California Civil Code, which reads:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Tenant acknowledges that the releases contained herein include all known and unknown, disclosed and undisclosed, anticipated and unanticipated claims. Tenant realizes and acknowledges that it has agreed upon this Lease in light of this realization and, being fully aware of this situation, it nevertheless intends to waive the benefit of Civil Code Section 1542, or any statute or other similar law now or later in effect. The releases contained herein shall survive any termination of this Lease.

22. ACCESS TO PREMISES

22.1 Tenant's Access to the Premises

City hereby grants to Tenant during the Term of this Lease 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 to the Premises: areas providing physical access by personnel and equipment including ramps, loading docks, walkways, staircases, and ladders; and the roof of the elevator room on which Tenant's Equipment is installed as shown on Exhibit A. Use of such common areas shall be subject to City's rights under Section 9 (City's Alterations of Building and Building Systems). The license granted to Tenant hereunder is for the sole purpose of constructing, maintaining, restoring, replacing and operating Tenant's Equipment located within the Premises or the common areas of the Building, including any necessary electrical and telephone conduits, in accordance with the use permitted under this Lease.

Such rights shall include the right of ingress and egress through the Building during non-business hours for access to or from the Premises or any Tenant Cables, provided that Tenant shall provide City with at least forty-eight (48) hours' prior written notice of any requested access, shall only access the Premises or any Tenant Cables elsewhere in the Building while accompanied by a designated City representative, and shall comply with all reasonable requirements of such designated City representative with respect to Tenant's requested access. In the event of an emergency, Tenant shall have the right to enter the Premises (or the Building with respect to accessing any Tenant Cables) if a designated City representative is not available to accompany Tenant at such time and following such access, Tenant promptly notifies the Key Contact for Landlord designated in Section 1 above.

The foregoing license is irrevocable until this Lease expires or sooner terminates as provided herein.

22.2 City's Access to the Premises

City and its designated Agents shall the right to enter the Premises at all reasonable times upon not less than twenty-four (24) hours advance notice (except in the event of an emergency) for any of the following purposes:

- (a) To determine whether the Premises are in good condition and to inspect the Premises;
- (b) To determine whether Tenant is in compliance with its obligations hereunder and to cure or attempt to cure any default in accordance with the provisions of <u>Section 18.2</u> (Remedies) hereof;
- (c) To serve, post or keep posted any notices required or allowed under any provisions of this Lease or required under any applicable Law;
- (d) To do any maintenance or repairs to the Premises that City has the right or the obligation, if any, to perform hereunder; and
- (e) To show the Premises to any prospective purchasers, brokers, encumbrancers or officials, or, during the last year of the Term of this Lease, to exhibit the Premises to prospective tenants or other occupants, and to post any "for sale" or "for lease" signs in connection therewith.

22.3 Emergency Access

In the event of any emergency, as determined by City, City may, at its sole option and without notice (provided that City shall make reasonable efforts to provide Tenant with notice when feasible in light of the exigent circumstances) enter the Premises and alter or remove Tenant's Property on or about the Premises. City shall have the right to use any and all means City considers appropriate to gain access to any portion of the Premises in an emergency. In such case, City shall not be responsible for any damage or injury to any such property, nor for the replacement of any such property and any such emergency entry shall not be deemed to be a forcible or unlawful entry onto or a detainer of, the Premises, or any eviction, actual or constructive, of Tenant from the Premises or any portion thereof.

22.4 No Liability

City shall not be liable in any manner, and Tenant hereby waives any claims, for any inconvenience, disturbance, loss of business, nuisance or other damage arising out of City's entry onto the Premises, except damage resulting directly and exclusively from the gross negligence or willful misconduct of City or its Agents and not contributed to by the acts, omissions or negligence of Tenant, its Agents or Invitees. During any City access to the Premises pursuant to this Section 22 (Access to Premises), City will not unreasonably (i) interfere with the Tenant's Equipment in any way; (ii) move or remove the Tenant's Equipment; (iii) disconnect the power or any other utilities or services serving the Tenant's Equipment; or (iv) make any repairs to the Tenant's Equipment. As soon as reasonably possible following any such action by City, City must notify Tenant orally and followed promptly by written notice, that City entered the Premises and describe the action taken by City at the Premises in default of its obligations under the foregoing sentence.

22.5 No Abatement

Tenant shall not be entitled to any abatement in Rent if City exercises any rights reserved in this Section 22.

22.6 Minimize Disruption

City shall use its reasonable good faith efforts to conduct any activities on the Premises allowed under this <u>Section 22</u> in a manner that, to the extent practicable, will minimize any disruption to Tenant's use hereunder.

23. ESTOPPEL CERTIFICATES

Tenant, at any time and from time to time upon not less than ten (10) days' and after receipt of written notice from City, shall execute, acknowledge and deliver to City or to any party designated by City, a certificate of Tenant stating: (a) that Tenant has accepted the Premises (or, if Tenant has not done so, that Tenant has not accepted the Premises and specifying the reasons therefor), (b) the Commencement Date and Expiration Date of this Lease, (c) that this Lease is unmodified and in full force and effect (or, if there have been modifications, that the Lease is in full force and effect as modified and stating the modifications), (d) whether or not there are then existing any defenses against the enforcement of any of the obligations of Tenant under this Lease (and if so, specifying the same), (e) whether or not there are then existing obligations of City under this Lease (and if so specifying the same), (f) the dates, if any, to which the Base Rent and Additional Charges have been paid, and (g) any other information relating to delivery, acceptance, and condition of the Premises, and the condition of Tenant's Equipment, that may be reasonably required by any such persons.

24. RULES AND REGULATIONS

Tenant shall faithfully comply with any and all reasonable rules, regulations and instructions, written or oral which may be established during the Term by City with respect to use of any part of the Building.

25. SECURITY DEPOSIT

Upon execution of this Lease, Tenant shall deposit with City the sum specified as the security deposit in the Basic Lease Information (the "Security Deposit"), in cash, which shall be held by City to secure Tenant's faithful performance of all terms, covenants and conditions of this Lease.

Tenant agrees that City may (but shall not be required to) apply the Security Deposit in whole or in part to remedy any damage to the Premises caused by Tenant, its Agents or Invitees, or any then uncured failure of Tenant to perform any other terms, covenants or conditions contained herein (including, but not limited to, the payment of Rent or other sum due hereunder when due), without waiving any of City's other rights and remedies hereunder or at law or in equity and without any obligation. Prior to City's use of the Security Deposit, City shall give Tenant written notice of City's intention to use the Security Deposit and the date and amount of such intended use, together with reasonable written documentation of the loss, damage or expense for which City seeks reimbursement from the Security Deposit. Tenant waives the provisions of Section 1950.7 of the California Civil Code or any similar law, statute or ordinance now or hereafter in effect and agrees that Landlord may retain any portion of Security Deposit reasonably necessary to compensate Landlord for any other foreseeable or unforeseeable loss or damage caused by the acts or omissions of Tenant, its Agents or Invitees. Without limiting the foregoing, Tenant understands and agrees that Landlord may apply some or all of the Security Deposit to the payment of future Rent following a then uncured Tenant default.

Should City use any portion of the Security Deposit to cure any uncured default by Tenant hereunder, Tenant shall immediately replenish the Security Deposit to the original amount within thirty (30) days following receipt of written notice. If the Base Rent is increased pursuant to any of the provisions of this Lease, Tenant shall increase the amount of the Security Deposit accordingly. City's obligations with respect to the Security Deposit are solely that of debtor and not trustee. City shall not be required to keep the Security Deposit separate from its general funds, and Tenant shall not be entitled to interest on the Security Deposit. The amount of the Security Deposit shall in no way limit the liabilities of Tenant under any provision of this

Lease. Provided Tenant is not in default under the Lease, City will return any remaining portion of the Security Deposit within the applicable period required under California law following the expiration or earlier termination of this Lease.

26. SURRENDER OF PREMISES

Upon the Expiration Date or other termination of this Lease, Tenant shall peaceably quit and surrender to City the Premises in good order and condition, normal wear and tear excepted, free of debris and hazards, after having made the last necessary repair required by Tenant under this Section (and damage caused by casualty or condemnation excepted). The Premises shall be surrendered free and clear of all liens and encumbrances other than presently existing liens and encumbrances and any other encumbrances created by City. Tenant shall, before the Expiration Date or other termination of this Lease, remove all of Tenant's Property and repair any damage resulting from the removal; provided, however, that City shall have the right to require Tenant to leave all or a portion of the Tenant Cables in place if City notifies Tenant of its exercise of such right in writing prior to the Expiration Date or other termination of this Lease. Tenant's removal and repair work pursuant to this Section shall be performed (a) at Tenant's expense and at such time and, when required hereunder, in such manner as reasonably approved by City, (b) by duly licensed and bonded contractors or mechanics, (c) in a manner and using equipment and materials which will not interfere with or impair City's operations, use or occupation of the Building or the Building Systems, and (d) in accordance with any Building Rules and Regulations and all applicable Laws. Tenant's obligations under this Section shall survive the Expiration Date or other termination of this Lease. Any items of Tenant's Property which shall remain in the Premises after the Expiration Date of this Lease may, at the option of City, be deemed abandoned and in such case may be disposed of by City in accordance with Civil Code Section 1980 et seg. or any other manner allowed by law.

Concurrently with the surrender of the Premises as provided above, Tenant agrees, if requested by City, to execute, acknowledge and deliver to City a quitclaim deed to the Premises and any other instrument reasonably requested by City to evidence or otherwise effect the termination of Tenant's leasehold estate hereunder and to effect such transfer or vesting of title to the Tenant Improvements or other improvements or equipment which are to remain part of the Premises as provided herein.

27. HAZARDOUS MATERIALS

27.1 Definitions

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

- (a) "Environmental Laws" shall mean any federal, state, local or administrative law, rule, regulation, order or requirement relating to industrial hygiene, environmental conditions or Hazardous Materials, whether now in effect or hereafter adopted.
- (b) "Hazardous Material" shall mean any material that, because of its quantity, concentration or physical or chemical characteristics, is at any time now or hereafter deemed by any federal, state or local governmental authority to pose a present or potential hazard to human health, welfare or safety or to the environment. Hazardous Material includes, without limitation, any material or substance defined as a "hazardous substance," or "pollutant" or "contaminant" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA", also commonly known as the "Superfund" law), as amended, (42 U.S.C. Section 9601 et seq.) or pursuant to Section 25316 of the California Health & Safety Code; any "hazardous waste" listed pursuant to Section 25140 of the California Health & Safety Code; and petroleum, including crude oil or any fraction thereof, natural gas or natural gas liquids.
- (c) "Investigate and Remediate" shall mean the undertaking of any activities to determine the nature and extent of Hazardous Material that may be located in, on, under or

about the Premises, the Building and the real property upon which the Building is located and all other improvements and appurtenances to such real property (collectively, the "Property")or that has been, is being or threatens to be Released into the environment, and to clean up, remove, contain, treat, stabilize, monitor or otherwise control such Hazardous Material.

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

27.2 Hazardous Materials in Premises

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

27.3 Tenant's Environmental Indemnity

If Tenant breaches any of its obligations contained in this Section, or if any act, omission or negligence of Tenant or any of its Agents or Invitees results in any contamination of the Premises or any other part of the Property or in a Release of Hazardous Material from, on, about, in, or beneath any part of the Premises or the Property or the violation of any Environmental Law, then in any such event Tenant, on behalf of itself and its successors and assigns, shall Indemnify City, its Agents and Invitees, and their respective successors and assigns, and each of them, from and against any and all Claims (including, without limitation, damages for decrease in value of the Premises or the Property, the loss or restriction of the use of rentable or usable space or of any amenity of the Premises or the Property and sums paid in settlement of claims, attorneys' fees, consultants' fees and experts' fees) arising during or after the Term of this Lease relating to such Release or violation of Environmental Laws; provided, however, Tenant shall not be liable for any Claims to the extent such Release was caused by the active negligence or willful misconduct of City or its Agents. The foregoing Indemnity includes, without limitation, costs incurred in connection with any activities required to Investigate and Remediate any Hazardous Material brought onto the Premises or the Property by Tenant or any of its Agents or Invitees and to restore the Property to its condition prior to Tenant's introduction of such Hazardous Material or the correction of any violation of Environmental Laws. Tenant specifically acknowledges and agrees that it has an immediate and independent obligation to defend City and the other Indemnified Parties from any claim which actually or potentially falls within this indemnity provision even if such allegation is or may be groundless, fraudulent or false, which obligation arises at the time such claim is tendered to Tenant by City and continues at all times thereafter. Without limiting the foregoing, if Tenant or any of its Agents or Invitees cause the Release of any Hazardous Material on, about, in, or beneath the Premises or Property, then in any such event Tenant shall, immediately, at no expense to City, take any and all necessary actions to return the Premises or the Property, as applicable, to the condition existing prior to the Release of any such Hazardous Materials on the Property or otherwise abate the Release in accordance with all Environmental Laws, except to the extent such Release was caused by the active negligence of City or its Agents. Tenant shall afford City a full opportunity to participate in any discussions with governmental regulatory agencies regarding any settlement agreement, cleanup or abatement agreement, consent decree, or other compromise or proceeding involving Hazardous Material.

28. SPECIAL PROVISIONS

28.1 Extension Option

(a) Options to Extend Term

Subject to City's rights under Sections 28.3 (City's Right to Terminate) and 28.4 (City's Protection Against Interference), City grants to Tenant one (1) option to extend the Term of this Lease (the "Extension Option"), for an additional five (5) years (the "Extended Term"). Any such notice by Tenant shall be irrevocable by Tenant except as provided in Section 28.1(b) (Base Rent and Other Terms). If any material event of default by Tenant is outstanding hereunder either on the date which is ninety (90) days prior to the expiration of the immediately prior term or at any time prior to the first day of the Extended Term (or if any event has occurred which with the giving of notice or the passage of time or both would constitute a material event of default and such event has not been cured prior to the earlier of expiration of any applicable cure period under this Lease or the expiration of the immediately prior term), then City may elect by notice to Tenant to reject Tenant's exercise of the Extension Option, whereupon the Extension Option shall be null and void.

(b) Base Rent and Other Terms

If Tenant elects to exercise the Extension Option, then the lease for the Extended Term as outlined herein shall cover the entire Premises and shall be upon all of the terms, covenants and conditions of this Lease and the Base Rent hereunder shall be determined as follows and adjusted in accordance with <u>Section 4.2</u> (Adjustments in Base Rent):

- (i) At the commencement of the Extended Term, the Base Rent shall be adjusted to equal the prevailing market rate for telecommunication space of comparable size and location to the Premises then being offered for rent in other buildings similar in age, location and quality to the Premises situated within the Mission, Potrero, Mission Bay areas of San Francisco ("Reference Area"); provided, however, in no event shall the Base Rent be reduced below the Base Rent for the lease year prior to commencement of such Extended Term. As used herein, the term "prevailing market rate" shall mean the base rental for such comparable space, taking into account (i) any additional rental and all other payments and escalations payable hereunder, (ii) location and size of the premises covered by leases of such comparable space, (iii) the duration of the renewal term and the term of such comparable leases, and (iv) free rent given under such comparable leases and any other tenant concessions.
- (ii) If Tenant disputes City's determination of the prevailing market rate, Tenant shall so notify City within fourteen (14) days following City's notice to Tenant of the prevailing market rate and such dispute shall be resolved as follows:
- (iii) Within thirty (30) days following City's notice to Tenant of the prevailing market rate, City and Tenant shall attempt in good faith to meet no less than two (2) times, at a mutually agreeable time and place, to attempt to resolve any such disagreement.
- (iv) If within this thirty (30)-day period City and Tenant cannot reach agreement as to the prevailing market rate, they shall each select one appraiser to determine the prevailing market rate. Each such appraiser shall arrive at a determination of the prevailing market rate and submit his or her conclusions to City and Tenant within thirty (30) days of the expiration of the thirty (30)-day consultation period described in (i) above.
- (v) If only one appraisal is submitted within the requisite time period, it shall be deemed to be the prevailing market rate. If both appraisals are submitted within such time period, and if the two appraisals so submitted differ by less than ten percent (10%) of the higher of the two, then the average of the two shall be the prevailing market rate. If the two appraisals differ by more than ten percent (10%) of the higher of the two, then the two appraisers

shall immediately select a third appraiser who will within thirty (30) days of his or her selection make a determination of the prevailing market rate and submit such determination to City and Tenant. This third appraisal will then be averaged with the closer of the two previous appraisals and the result shall be the prevailing market rate.

(vi) If Tenant does not approve of the prevailing market rate as determined by the appraisal procedure specified above, Tenant shall revoke the exercise of the Extension Option by Tenant.

(vii) All appraisers specified herein shall be members of the American Institute of Real Estate Appraisers (MAI) with not less than five (5) years' experience appraising leases of commercial properties similar to the Premises in the San Francisco Metropolitan area. City and Tenant shall pay the cost of the appraiser selected by such party and one-half of the cost of the third appraiser plus one-half (1/2) of any other costs incurred in the arbitration.

28.2 Tenant's Right to Terminate

In the event Tenant loses its permits necessary to operate the Communications Site due to reasons other than its failure to comply with the conditions of the permit and in spite of reasonable efforts by Tenant to maintain its permits, or if Tenant is unable to occupy and utilize the Premises or the Tenant's Equipment due to an action of the FCC, including without limitation, a take back of channels or change in frequencies, then Tenant may terminate this Lease with ninety (90) days' prior written notice to City. The parties do not intend that Tenant's right to terminate be used to allow Tenant to relocate to a better site or to reduce the total number of communications sites operated by Tenant and/or any of its affiliates for the area served by the Communications Site at the Premises.

28.3 City's Right to Terminate Due to Finding by Board of Supervisors

City shall have the right to terminate this Lease without penalty upon ninety (90) days' written notice to Tenant if, after notice and public hearing and a reasonable time (not to exceed sixty (60) days) for Tenant to effect a remedy, the San Francisco Board of Supervisors determines that Tenant's continued use of the Premises will adversely affect public health and safety.

28.4 City's Protection Against Interference

So long as Tenant is not in default hereunder, after the Commencement Date City shall not grant a lease for the Building if such use would materially adversely interfere with Tenant's normal operation of the Communications Site. Any such future lease of the Building to a third party that permits the installation of communication equipment shall be conditioned upon such tenant not causing measurable interference which materially impairs Tenant's ability to utilize the Premises for its intended purpose.

28.5 Tenant's Protection Against Interference

Tenant will not permit its equipment or use of the Premises as a Communications Site to cause interference with or impairment of City's 911 Public Communications Safety System or Citywide 800 MHz Radio System or other communication or computer equipment used by City or any of its Agents or tenants on the Property. Tenant will not use the Premises or the Tenant's Equipment located on the Premises in any way which interferes with any existing use of the Building prior to this Lease or any future use of the Building by City or its successors except as specifically set forth in Section 28.4 (City's Protection Against Interference) (including, without limitation, City's use of the Building as a medical facility with related radio, telephone and other communications transmission and reception), and such interference shall be deemed a material breach of this Lease by Tenant, which shall, upon notice from City, be responsible for terminating such interference. In the event any such interference does not cease promptly, the

parties acknowledge that continuing interference may cause irreparable injury and, therefore, City shall have the right to bring action to enjoin such interference or to terminate this Lease immediately upon notice, at City's election. If any change in the nature of City's use of the Building during the Term results in measurable interference which materially impairs Tenant's normal operation of its equipment located on the Premises and, as a result of such interference, it is necessary to alter the Tenant Improvements or Tenant's other equipment located on the Premises, Tenant shall notify City of such interference, which notice shall include a detailed description of the necessary Alterations and a cost estimate therefor. Upon receipt of such notice, City shall have the right to terminate this Lease upon thirty (30) days' prior written notice to Tenant. If City elects not to terminate this Lease, Tenant may, at its election, either (i) make the Alterations described in such notice, in compliance with Section 7.1 (Tenant's Alterations) of this Lease, or (ii) terminate this Lease upon thirty (30) days' prior written notice to City. If Tenant elects to make such Alterations, Tenant shall offset the actual, documented cost incurred by Tenant to complete such Alterations against Base Rent as it comes due, up to a maximum amount equal to the lesser of (a) the cost estimate contained in Tenant's notice to City described above or (b) Ten Thousand Dollars (\$10,000).

29. GENERAL PROVISIONS

29.1 Notices

Any notice given under this Lease shall be effective only if in writing and given by delivering the notice in person, by sending it first class mail or certified mail with a return receipt requested or overnight mail, return receipt requested, with postage prepaid, to: (a) Tenant at Tenant's address set forth in the Basic Lease Information or at any place where Tenant or any agent, officer or employee of Tenant may be personally served if sent subsequent to Tenant's vacating, deserting, abandoning or surrendering the Premises; or (b) Landlord at City's address set forth in the Basic Lease Information; or (c) to such other address as either City or Tenant may designate as its new address for such purpose by notice given to the other in accordance with the provisions of this Section. All notices hereunder shall be deemed to have been given or received five (5) days after the date when it shall have been deposited with the U.S. Post Office if sent by first class or certified mail, or the next business day following deposit with an overnight courier service, or upon the date personal delivery is made. Neither party may give official or binding notice by facsimile.

29.2 No Implied Waiver

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

29.3 Amendments

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

29.4 Authority

If Tenant signs as a corporation or a partnership, each of the persons executing this Lease on behalf of Tenant does hereby covenant and warrant that Tenant is a duly authorized and existing entity, that Tenant is qualified to do business in California, that Tenant has full right and authority to enter into this Lease, and that each and all of the persons signing on behalf of Tenant are authorized to do so. Upon City's request, Tenant shall provide City with evidence reasonably satisfactory to City confirming the foregoing covenants and warranties.

29.5 Interpretation of Lease

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

29.6 Successors and Assigns

The terms, covenants and conditions contained in this Lease shall bind and inure to the benefit of City and Tenant and, except as otherwise provided herein, their personal representatives and successors and assigns; provided, however, that upon the sale, assignment or transfer by City named herein (or by any subsequent landlord) of its interest in the Building as owner or lessee, including any transfer by operation of law, City (or any subsequent landlord) shall be relieved from all subsequent obligations and liabilities arising under this Lease subsequent to such sale, assignment or transfer.

29.7 Brokers

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

29.8 Severability

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

29.9 Governing Law

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

29.10 Entire Agreement

This instrument, including the exhibits hereto, which are made a part of this Lease, contains the entire agreement between the parties and all prior written or oral negotiations, understandings and agreements are merged herein. The parties further intend that this Lease shall constitute the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever (including prior drafts hereof and changes therefrom) may be introduced in any judicial, administrative or other legal proceeding involving this Lease. Tenant hereby acknowledges that neither City nor City's Agents have made any representations or warranties with respect to the Premises, the Building or this Lease except as expressly set forth herein, and no rights, easements or licenses are or shall be acquired by Tenant by implication or otherwise unless expressly set forth herein.

29.11 Attorneys' Fee

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

29.12 Holding Over

Any holding over after the expiration of the Term with the express consent of City shall be construed to automatically extend the Term of this Lease for a period of one (1) year at a Base Rent equal to one hundred fifty percent (150%) of the latest Base Rent payable by Tenant hereunder prior to such expiration, and shall otherwise be on the terms and conditions herein specified so far as applicable (except for those pertaining to the Term and any Extension Options). Any holding over without City's consent shall constitute a default by Tenant and

entitle City to exercise any or all of its remedies as provided herein, notwithstanding that City may elect to accept one or more payments of Base Rent and Additional Charges from Tenant.

29.13 Time of Essence

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

29.14 Cumulative Remedies

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

29.15 Survival of Indemnities

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

29.16 Signs

Tenant agrees that it will not erect or maintain, or permit to be erected or maintained, any signs, notices or graphics upon or about the Premises which are visible in or from public corridors or other portions of any common areas of the Building or from the exterior of the Premises, without obtaining the prior written consent and approval of City, which City may withhold or grant in its sole discretion.

29.17 Light and Air

Tenant covenants and agrees that no diminution of light, air or view by any structure that may hereafter be erected (whether or not by City) shall entitle Tenant to any reduction of the Base Rent or Additional Charges under this Lease, result in any liability of City to Tenant, or in any other way affect this Lease or Tenant's obligations hereunder, except as described in Section 28.4 (City's Protection Against Interference).

29.18 Recording

Tenant agrees that it shall not record this Lease nor any memorandum or short form hereof in the Official Records of the City and County of San Francisco.

29.19 Taxes, Assessments, Licenses, Permit Fees and Liens

- Tenant recognizes and understands that this Lease may create a possessory (a) interest subject to property taxation and that Tenant may be subject to the payment of property taxes levied on such interest. Tenant further recognizes and understands that any sublease or assignment permitted under this Lease and any exercise of any option to renew or extend this Lease may constitute a change in ownership for purposes of property taxation and therefore may result in a revaluation of any possessory interest created hereunder.
- Tenant agrees to pay taxes of any kind, including possessory interest taxes, that may be lawfully assessed on the leasehold interest hereby created and to pay all other taxes, excises, licenses, permit charges and assessments based on Tenant's usage of the Premises that may be imposed upon Tenant by law, all of which shall be paid when the same become due and payable and before delinquency. Tenant agrees not to allow or suffer a lien for any such taxes to be imposed upon the Premises or upon any equipment or property located thereon

without promptly discharging the same, provided that Tenant, if so desiring, may have reasonable opportunity to contest the validity of the same.

(c) San Francisco Administrative Code Sections 23.6-1 and 23.6-2 require that the City and County of San Francisco report certain information relating to this Lease, and any renewals thereof, to the County Assessor within sixty (60) days after any such transaction; and that Tenant report certain information relating to any assignment of or sublease under this lease to the County Assessor within sixty (60) days after such assignment or sublease transaction. Tenant agrees to provide such information as may be requested by the City to enable the City to comply with this requirement.

29.20 Non-Liability of City Officials, Employees and Agents

No elective or appointive board, commission, member, officer, employee or agent of City shall be personally liable to Tenant, its successors and assigns, in the event of any default or breach by City or for any amount which may become due to Tenant, its successors and assigns, or for any obligation of City under this Lease.

29.21 Wages and Working Conditions

Tenant agrees that any person performing labor for Tenant on any public work at the Premises, which includes the Tenant Improvements, Alterations, demolition, installation, maintenance and repair work to the extent such activities are paid for in whole or part out of public funds, shall be paid not less than the highest prevailing rate of wages consistent with the requirements of Section 6.22(E) of the San Francisco Administrative Code, and shall be subject to the same hours and working conditions, and shall receive the same benefits as in each case are provided for similar work performed in San Francisco County. The terms "public work" and "paid for in whole or part out of public funds" as used in this Section are defined in California Labor Code Section 1720 et seq., as amended. Tenant shall include in any contract for such labor a requirement that all persons performing labor under such contract shall be paid not less than the highest prevailing rate of wages for the labor so performed. Tenant shall require any contractor to provide, and shall deliver to City upon request, certified payroll reports with respect to all persons performing such labor at the Premises.

29.22 Non-Discrimination in City Contracts and Benefits Ordinance.

(a) Covenant Not to Discriminate

In the performance of this Lease, Tenant agrees not to discriminate against any employee of, any City employee working with Tenant, or applicant for employment with Tenant, 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.

Tenant further acknowledges that the Americans with Disabilities Act requires that programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Subject to Section 11.1 (Compliance with Laws) hereof, Tenant acknowledges its obligation to comply with such Act and any other federal, state or local disability rights legislation. Tenant warrants that it will fulfill that obligation. Tenant also warrants that it will not discriminate against disabled persons in the provision of services, benefits or activities.

(b) Subleases and Other Subcontracts

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

(c) Non-Discrimination in Benefits

Tenant does not as of the date of this Lease and will not during the term of this Lease, 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) HRC Form

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

(e) Incorporation of Administrative Code Provisions by Reference

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

29.23 Requiring Health Benefits for Covered Employees

Unless exempt, Tenant agrees to comply fully with and be bound by all of the provisions of the Health Care Accountability Ordinance (HCAO), as set forth in San Francisco Administrative Code Chapter 12Q, including the remedies provided, and implementing regulations, as the same may be amended from time to time. The provisions of Chapter 12Q are incorporated herein by reference and made a part of this Lease as though fully set forth. The text of the HCAO is available on the web at http://www.sfgov.org/olse/hcao. Capitalized terms used in this Section and not defined in this Lease shall have the meanings assigned to such terms in Chapter 12Q.

- (a) For each Covered Employee, Tenant shall provide the appropriate health benefit set forth in Section 12Q.3 of the HCAO. If Tenant chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission.
- (b) Notwithstanding the above, if the Tenant is a small business as defined in Section 12Q.3(d) of the HCAO, it shall have no obligation to comply with <u>Subsection (a)</u> above.
- (c) Tenant's failure to comply with the HCAO shall constitute a material breach of this Lease. City shall notify Tenant if such a breach has occurred. If, within thirty (30) days after receiving City's written notice of a breach of this Lease for violating the HCAO, Tenant fails to cure such breach or, if such breach cannot reasonably be cured within such period of thirty (30) days, Tenant fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, City shall have the right to pursue the remedies set forth in Section 12Q.5(f)(1-5). Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to City.
- (d) Any Subcontract entered into by Tenant shall require the Subcontractor to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section. Tenant shall notify City's Purchasing Department when it enters into such a Subcontract and shall certify to the Purchasing Department that it has notified the Subcontractor of the obligations under the HCAO and has imposed the requirements of the HCAO on Subcontractor through the Subcontract. Each Tenant shall be responsible for its Subcontractors' compliance with this Chapter. If a Subcontractor fails to comply, the City may pursue the remedies set forth in this Section against Tenant based on the Subcontractor's failure to comply, provided that City has first provided Tenant with notice and an opportunity to obtain a cure of the violation.
- (e) Tenant shall not discharge, reduce in compensation, or otherwise discriminate against any employee for notifying City with regard to Tenant's compliance or anticipated compliance with the requirements of the HCAO, for opposing any practice proscribed by the HCAO, for participating in proceedings related to the HCAO, or for seeking to assert or enforce any rights under the HCAO by any lawful means.
- (f) Tenant represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the HCAO.
- (g) Tenant shall keep itself informed of the current requirements of the HCAO.
- (h) Tenant shall provide reports to the City in accordance with any reporting standards promulgated by the City under the HCAO, including reports on Subcontractors and Subtenants, as applicable.
- (i) Tenant shall provide City with access to records pertaining to compliance with HCAO after receiving a written request from City to do so and being provided at least five (5) business days to respond.
- (j) City may conduct random audits of Tenant to ascertain its compliance with HCAO. Tenant agrees to cooperate with City when it conducts such audits.
- (k) If Tenant is exempt from the HCAO when this Lease is executed because its amount is less than Twenty-Five Thousand Dollars (\$25,000) [Fifty Thousand Dollars (\$50,000) for nonprofits], but Tenant later enters into an agreement or agreements that cause Tenant's aggregate amount of all agreements with City to reach Seventy-Five Thousand Dollars (\$75,000), all the agreements shall be thereafter subject to the HCAO. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between

Tenant and the Contracting Department to be equal to or greater than Seventy-Five Thousand Dollars (\$75,000) in the fiscal year.

29.24 MacBride Principles - Northern Ireland

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

29.25 Drug-Free Workplace

Tenant acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, possession or use of a controlled substance is prohibited on City premises. Tenant agrees that any violation of this prohibition by Tenant, its employees, agents or assigns shall be deemed a material breach of this Lease.

29.26 Tropical Hardwood and Virgin Redwood Ban

The City and County of San Francisco urges companies not to import, purchase, obtain or use for any purpose, any tropical hardwood or tropical hardwood wood product, virgin redwood or virgin redwood wood product except as expressly provided by the application of Sections 802(b) and 803(b) of the San Francisco Environment Code.

29.27 Pesticide Prohibition

Tenant shall comply with the provisions of Section 308 of Chapter 3 of the San Francisco Environment Code (the "Pesticide Ordinance") which (i) prohibit the use of certain pesticides on City property, (ii) require the posting of certain notices and the maintenance of certain records regarding pesticide usage and (iii) require Tenant to submit to City's Department of Public Health, with a copy to City's Real Estate Division, an integrated pest management ("IPM") plan that (a) lists, to the extent reasonably possible, the types and estimated quantities of pesticides that Tenant may need to apply to the Premises during the terms of this Lease, (b) describes the steps Tenant will take to meet the City's IPM Policy described in Section 300 of the Pesticide Ordinance and (c) identifies, by name, title, address and telephone number, an individual to act as the Tenant's primary IPM contact person with the City. In addition, Tenant shall comply with the requirements of Sections 303(a) and 303(b) of the Pesticide Ordinance.

Nothing herein shall prevent Tenant, through City's Department of Public Health, from seeking a determination from the Commission on the Environment that it is exempt from complying with certain portions of the Pesticide Ordinance as provided in Section 307 thereof.

29.28 Prohibition of Tobacco Sales and Advertising

Tenant acknowledges and agrees that no advertising of cigarettes or tobacco products is allowed on the Premises. This advertising prohibition includes the placement of the name of a company producing, selling or distributing cigarettes or tobacco products or the name of any cigarette or tobacco product in any promotion of any event or product. This advertising prohibition does not apply to any advertisement sponsored by a state, local, nonprofit or other entity designed to (i) communicate the health hazards of cigarettes and tobacco products, or (ii) encourage people not to smoke or to stop smoking.

29.29 Prohibition of Alcoholic Beverage Advertising

Tenant acknowledges and agrees that no advertising of alcoholic beverages is allowed on the Premises. For purposes of this section, "alcoholic beverage" shall be defined as set forth in California Business and Professions Code Section 23004, and shall not include cleaning solutions, medical supplies and other products and substances not intended for drinking. This advertising prohibition includes the placement of the name of a company producing, selling or distributing alcoholic beverages or the name of any alcoholic beverage in any promotion of any event or product. This advertising prohibition does not apply to any advertisement sponsored by a state, local, nonprofit or other entity designed to (i) communicate the health hazards of alcoholic beverages, (ii) encourage people not to drink alcohol or to stop drinking alcohol, or (iii) provide or publicize drug or alcohol treatment or rehabilitation services.

29.30 Preservative-Treated Wood Containing Arsenic

Tenant may not purchase preservative-treated wood products containing arsenic in the performance of this Lease unless an exemption from the requirements of Environment Code Chapter 13 is obtained from the Department of Environment under Section 1304 of the Environment Code. The term "preservative-treated wood containing arsenic" shall mean wood treated with a preservative that contains arsenic, elemental arsenic, or an arsenic copper combination, including, but not limited to, chromated copper arsenate preservative, ammoniac copper zinc arsenate preservative, or ammoniacal copper arsenate preservative. Tenant may purchase preservative-treated wood products on the list of environmentally preferable alternatives prepared and adopted by the Department of Environment. This provision does not preclude Tenant from purchasing preservative-treated wood containing arsenic for saltwater immersion. The term "saltwater immersion" shall mean a pressure-treated wood that is used for construction purposes or facilities that are partially or totally immersed in saltwater.

29.31 Conflicts of Interest

Through its execution of this Lease, Tenant 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 Tenant becomes aware of any such fact during the term of this Lease, Tenant shall immediately notify the City.

29.32 Notification of Limitations on Contributions

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

inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126. Tenant further agrees to provide to City the names of each person, entity or committee described above.

29.33 Sunshine Ordinance

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

29.34 Counterparts

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

29.35 Effective Date

This Lease shall become effective on the date upon which the parties hereto have duly executed this Lease.

29.36 Cooperative Drafting

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

[BALANCE OF PAGE LEFT INTENTIONALLY BLANK]

City and Tenant have executed this I	Lease as of the date first written above.
	<u>TENANT</u> :
	SPRINT SPECTRUM L.P., a Delaware limited partnership
	By: Alba Li Barber Its: ST BKY MANAGER
	<u>CITY</u> :
	CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation
•	D
	By: John Updike Director of Property
APPROVED AS TO FORM:	
DENNIS J. HERRERA City Attorney	
By: Carol Wong, Deputy City Attorney	

EXHIBIT A

PLANS

NETWORK VISION MMBTS LAUNCH

SAN FR ANC

SF54XC211-A ROOFTOP 887 POTRERO AVENUE

SAN FRANCISCO, CA 94110 SAN FRANCISCO COUNTY

LATITUDE: 37° 45' 19.0002" N (37.75527778) LONGITUDE: 122° 24' 21.999" W (-122.40611110)

SF BAY MARKET

CALIFORNIA STATE CODE COMPLIANCE:

ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADDITED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE FLANS IS TO BE CONSTRUCTED TO PERMIT WORK NOT CONFORMENG TO THESE CODES.

Sprint[®]

- DALIFORMA ADMINISTRATIVE CODE (INCL TITLE 24 & 25) 2010 CALIFORNIA BUILDING CODE (TTY/COUNTY) ORDINANCES BUILDING OFFICIALS & CODE ADMINISTRATORS (BODA) 2010 MECHANICAL CALIFORNIA CODE

- ANS/PA-222-F LIFE SAFETY CODE NFPA-101
 2010 CALIFORNIA PLUMBING CODE
 2010 CALIFORNIA PLUMBING CODE
 2010 CALIFORNIA ELECTRICAL CODE
 2010 LOCAL BULDING CODE

ACCESSIBILITY REQUIREMENTS:

FACULTY IS UNMANNED AND NOT FOR HUMAN HABITATION, HANDICAPPED ACCESS
REQUIREMENTS ARE NOT REQUIRED IN ACCORDANCE WITH THE 2010 CHAPTORNA
BUILDING CODE.

CODE BLOCK

APPROVAL	SIGNATURE	DATE
PROJECT MANAGER		
CONSTRUCTION MANAGER		
AF ENGINEER		
SITE		
PLANNING CONSULTANT		
PROPERTY OWNER		
SPRINT REPRESENTATIVE		

SIGNATURE BLOCK



FROM SAN FRANCISCO INTERNATIONAL AIRPORT

- DEPART FROM SAM FRANCISCO INTERNATIONAL AIRPORT, CA
 DEPART FROM SAM FRANCISCO INTERNATIONAL AIRPORT FACO
 DEPART FROM SAM FRANCISCO INTERNATIONAL AIRPORT FACO
 TACK FAMP FIGHT TOWARD POTTERO AVENUE / CESAR CHAVEZ ST
 KEEP STRAIGHT ONTO POTTERO AVE
 ARRIVE AT 80 F7 POTTERO AVE. SAM FFANCISCO, CA 94110-2869

DRIVING DIRECTIONS

SPRINT PROPOSES TO MODIFY AN EXISTING UNMANNED TELECOMMUNICATIONS FACILITY

- (3) EXISTING PANEL ANTENNAS TO BE HOT-SWAPPED WITH (3) NEW PANEL ANTENNAS (1 ANTENNA PER SECTOR).
- (3) EXISTING EQUIPMENT CABINETS TO BE REMOVED AND (2) NEW EQUIPMENT CABINETS TO BE INSTALLED.
 - ** PHASE 1
 ** PHASE 2
 (1) EQUIPMENT CABINET TO BE INSTALLED

 (3) EQUIPMENT CABINETS TO BE REMOVED AND

 (1) CABINET TO BE INSTALLED
- INSTALL FIRER AND MID EQUIPMENT.
- . EXISTING 200AMP POWER SERVICE TO REMAIN.

PROIECT DESCRIPTION

APPLICANTE

SPRINT 6580 SPRINT PARKWAY OVERLAND PARK, KS 66251 PH: (868) 400-6040

PROPERTY INFORMATION:

PROPERTY OWNER: CITY AND COUNTY OF SAN FRANCISCO
ADDRESS: 1001 POTRERO AVENUE
SAN FRANCISCO, CA 94110

CONTACT: ERIC KONDO PH: (415) 206-8523

ZONING CLASSIFICATION: P (PUBLIC) BUILDING CODE: 2010 CBC

CONSTRUCTION TYPE: IIA, IIB

OCCUPANCY: I, S-2

JURISDICTION: SAN FRANCISCO COUNTY

CURRENT USE: TELECONMUNICATIONS FACILITY PROPOSED USE: TELECOMMUNICATIONS FACILITY

HEIGHT & BULK: 105-E

PARCEL NUMBER(S):

PROJECT SUMMARY

SHEET DESCRIPTION

- TITLE SHEET
 - BATTERY SPECIFICATIONS & DATA CHART
- ANTENNA SPECIFICATIONS & SCHEDULE
- FMF DEDOOD
- EME REPORT
- T-6 T-7 FIRE DEPARTMENT CHECKLIST
- G-1 GENERAL NOTES & SYMBOLS
- A-1 SHE PLAN
- A-2 EXISTING EQUIPMENT/LEASE AREA PLAN & ANTENNA PLAN
- EQUIPMENT/LEASE AREA PLAN (DURING)
- PROPOSED EQUIPMENT/LEASE AREA PLAN & ANTENNA PLAN
- EXISTING & PROPOSED WEST ELEVATION EXISTING & PROPOSED NORTH ELEVATION
- EQUIPMENT DETAILS
- A~7 EQUIPMENT DETAILS
- CABLE COLOR CODING REQUIREMENTS
- FIEFR ONF-LINE DIAGRAS
- FIBER INSTALLATION DETAILS
- ELECTRICAL SINGLE-LINE DIAGRAM & NOTES
- DC POWER DIAGRAM & POWER CONDUIT DETAILS
- E-3 POWER & TELCO DETAILS
- SCHEMATIC GROUNDING PLAN
- GROUNDING DETAILS

SHEET INDEX

ARCHITECT:
THOMAS HOLLAND
PACIFIC TELECOM SERVICES, LLC
115 SANSOME STREET, SUITE 1400B
SAN FRANCISCO, CA 84104
CONTACT: JAMILA SELBY
PH: (989) 714-5509

ZONING MANAGER:

MDDUS, INC. 115 SANSOME STREET, SUITE 1400B SAN FRANCISCO, CA 94104 CONTACT: COURTNEY LA PH: (826) 863-3682

LEASING MANAGER

MODUS, ING. 115 SANSOME STREET, SUITE 1400B SAN FRANCISCO, CA 84104 CONTACT: ERIC RYAN PH: (510) 508-4865

CONSTRUCTION MANAGER OVERLAND CONTRACTING 2998 OAK ROAD, SUITE 490 WALNUT CREEK, CA 94597 CONTACT: ART CUNNINGHAM PH: (925) 852-8896

POWER COMPANY: PACIFIC GAS AND ELECTRIC PH: (800) 743-5000

TELCO_COMPANY:

PH: T.B.D.

EQUIPMENT PROVIDER:

SAMSUNG TELECOMMUNICATIONS AMERICA (STA) 1301 EAST LODKOUT DRIVE RICHARDSON, TX 75082 PH: (972) 761-7000

PROIECT TEAM

At all new services & grounding trenches, provive "WARNING" tape at 12" below grade.



DIG ALERT "CALL BEFORE YOU DIG" 1-800-227-2600

UTILITY NOTIFICATION CENTER OF NORTHERN CALIFORNIA

Sprint >





118 SANSONE STREET, SUITE 14008 SAN FRANCISCO, CA BATGE

PROJECT INFORMATION:

NETWORK VISION MMBTS LAUNCH SAN FRANCISCO GENERAL HOSPITAL SF54XC2II-A

> 887 POTRERO AVENUE SAN FRANCISCO, CA 94110 SAN FRANCISCO COUNTY

DATE	DESCRIPTION	UNITA
03/20/12	ISSUED FOR 90% CONSTRUCTION	CE
04/17/12	REVISED FOR 90% CONSTRUCTION	A
05/16/12	REVISED FOR BOX CONSTRUCTION	RL
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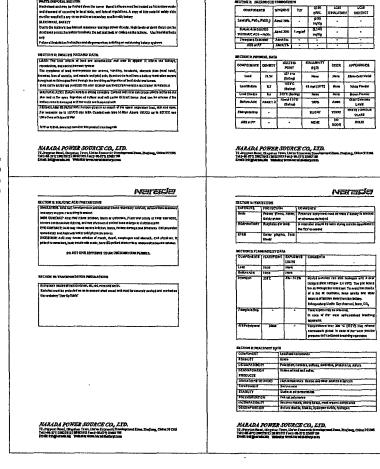
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MATERIAL SAFETY DATA SHEET

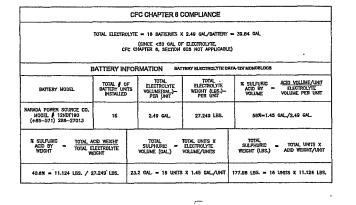
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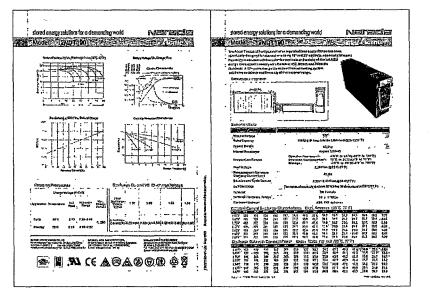
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SECTION 2: HAVANDOUS COMPONENTS













PROJECT INFORMATION:

BATTERY DATA CHART 2

BATTERY SPECIFICATIONS

NETWORK VISION MMBTS LAUNCH SAN FRANCISCO GENERAL HOSPITAL SF54XC211-A

> 887 POTRERO AVENUE SAN FRANCISCO, CA 94110 SAN FRANCISCO COUNTY

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0	03/20/12	ISSUED FOR 90% CONSTRUCTION	CBK
1	04/17/12	REVISED FOR 80% CONSTRUCTION	AF
2	05/16/12	REVISED FOR BOX CONSTRUCTION	RLD
3	05/13/12	REVISED FOR 100% CONSTRUCTION	CBK
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SHEET TITLE

BATTERY SPECIFICATIONS & DATA CHART

REVISION;

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T-2

THE INFORMATION CONTAINED IN THIS SET OF CONSTRUCTION DOCUMENTS IS PROPRIETARY BY NATURE ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO CARRIER SERVICES IS STRICTLY PROHIBITED.

SHEET NUMBER:

Γ		······i						ANTENN	A SCH	EDULE								
Ī	SECTOR	TECHNOLOGY	ANTENNA MODEL	RAD CENTER	AZIMUTH	RRU FREQ.	RRU MODEL	NUMBER OF RRU's	No. OF FILTERS	No. OF JUMPERS	JUMPER LENGTH (1/2" DIA)	RET CABLES LENGTH	EFFECTIVE TILT	No. OF HYBRID CABLES	HYBRID CABLE LENGTH (LINEAR FEET)	No. OF COAX CABLES	HYBRID CABLE DIA.	COAX LENGTH
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۳.	D)	0007 1300 MILE	P65-16-XLPP-RR	32-0	150	1.9 GHz	RRHP4	1	0	4	3,		8	i ' .	160	·//	1-1/4	N/A
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٦ "	83	N/A	N/A	N/A	N/A	N/A	H/A	N/A	H/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
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٥F	C3	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	H/A	N/A	N/A	N/A	N/A	N/A	N/A

NOTE: THE INFORMATION PROVIDED ABOVE MUST BE VERIFIED BY THE CONTRACTOR PRIOR TO ORDERING/ INSTALLING ANY EQUIPMENT. THE ANTENNA INFORMATION ABOVE IS PROVIDED BY 04/25/72 VERSION OF THE EBTS.

ANTENNA SCHEDULE 5 2045 POWERWAVE P65-16-XLPP-RR 1829x305x152mm (72"x12"x6") WEIGHT, WITH PRE-MOUNTED BRACKETS: 64.0 168 ·(6) 7/16 DIN FEMALE REMOTE ELECTRICAL DOWNTILT ACTUATOR, TYP NOT USED 4 ANTENNA SPECIFICATIONS 3 NOT USED 2 NOT USED 1







PROJECT INFORMATION:

NETWORK VISION MMBTS LAUNCH SAN FRANCISCO SF54XC211-A

> 887 POTRERO AVENUE SAN FRANCISCO, CA 94110 SAN FRANCISCO COUNTY

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	<u> </u>	04/17/12	REVISED FOR 80% CONSTRUCTION	AF			
	2	05/15/12	REVISED FOR 90% CONSTRUCTION	RLD			
	3	06/13/12	REVISED FOR 100% CONSTRUCTION	CBK			
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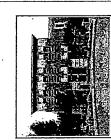
ANTENNA SPECIFICATIONS & SCHEDULE

SHEET NUMBER: REVISION: T-3

3

Radio Frequency – Electromagnetic Energy (RF-EME) Compliance Report

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EBI Project.No. 6212:1020 April 27, 2012

Star Patrice Avenue, Star Prancisco, Caldonn

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power rathu for all existing and proposed backup Equiphent Genera to The Application

The officiate indused power (EMP) doe like 800 MHz examinists combined on site is 627 Wess, The 880 her the 1900 MHs comemiseds combined on she is 8,172 Wess.

TOTAL NUHREN D'WATTS PER INSTALLATION AND THE TOTAL NUHREN OF WATTS FOR ALL INSTALLATIONS ON THE BUILDING

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ápp. parie FCC addited Standard (Discusistorads por Thore who speak Languades Other Than English)

At the time of the life survey, it was noud dust there was a then "Notice to Worlass" ign based he roof scoss door. There was sloo pulow "Gardon" lights posted at each sessins. Additionsh, there are areas where a worker electuaed above the ground or rearings may be expe-power dentities greater than the general psychologes and occupational links. Workers and the g public shoots be inferred above the presence and locations of sequents and shell steadstightskills.

Additionshy, access to this the it accomplished via a roof access from feetund on the main rook. A to the hallipy is mostored and as such, the general public it not table to access the propless.

16.6 STATEFERT ON WHO PRODUCED THIS REPORT AND QUALIFICATIONS

11.0 Pederal Communications Commented (FCC) requirements Vase see the resultations misched in Appendix A below.

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The FCC has embhiled between Pormibble Browns (PPD) links he heart separate Management (PPD) links he heart separate Management (PPD) links he heart separate Management (PPD) links he heart separate (PPD) links he had been been been been proposed to the heart separate (PPD) and we are with respectively. The proposed heart separate (PPD) and separate (PPD) and separate hy the Annicha Management (PPD) and the Annicha Management (PPD) and the Annicha Management (PPD) and the ANNICHE is a Parking that the Annicha Management (PPD) and the ANNICHE (PPD) and the ANNICH (PPD) and

The FCC gadelines incorporate two separate vers of exposure limits that are based upon comparisonalizations have line for workers) and general publicionsersolal exposure britis. Foresteed or of the general public.

consequence and and compared the processor and consequence and consequence and and compared the processor and consequence and and compared the processor and consequence and and consequence and consequence and an advantage on processor and consequence ana General publicheranterialed supperus fields toply to includes a voided to the experimental formation of the experiment o

Additions, fasted to want-circ modeling at source like level an anotodie occordence of a general polic and ecceptation librals. It is profitted that there will be no exceptation denotation if from of the proposed Spring automa with 6 feet and a general policy exceedants within 16 hear of its antenna lays.

Sichaage at the Faeil ity Ioshidpybig all Wits Equipment and Sleety Parcautions for People Naming the Équipment as may be required by the

Dired on work-case predictive modeling, there has no sens as ground hard exhind to the proposition before constructing the expensal place a possible before the fair.

The contracting the machine prover desaring presented by the Sprint aments is DLISTITATION (Contracting the Mr. which machine is DLISTILLAND) and the contracting the proposition of the contracting the contracting the proposition of the contracting the contracting the proposition of the contracting the proposition of the

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HEVELLARIED IN THIS SET OF CONCINUEDON DOCUMENTS IS PROPREMENT BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELAIRS TO GARDER SERVICES IS STRICTLY PROPREMENT

18 LOCATION OF ALL EXISTING ANTENIAL AND PACLITES AND EXISTING RF LEVILS

This proper, brothes the removal of three (3) westing aments and the institution of three (3) proposed Spesi varieties disconferenchanders recorns on a rockey funded at 1817 Parties Antonio In Str. Fernation, California, Three for three Sources (A. B. and C.) proposed to be installed at the stat, who note (1) aments that they be installed you exton.

Dring, the strong, no specify wemped power density reading above 5112104/ffcm, which is 1113000 and de ECCS, recogniser 1878 fishes 2000 and on a parmic place 1900 were encoursed as we modely structe. In addition, no presently exercise more density variety agreement than 1201175-00000 and the ICCS, unconsistent as greened public 1905 were received and proceedings of the ICCS, unconsistent as greened public 1905 were received as greened public 1905 were

4.8 Location or all approved (but not histaled) antenny and pagelter and Expected RP Lives from the Approved Faceltives

There are no amenian or facilities that are approved and not lapailed based on information pro Els and sprint at the strat of this report.

3.0 NUMBER AND TYPES OF WITS WITHIN 100 PRET OF THE PROPOSED SIVE AND ESTERNIES OF COMPLANIES OF EMISSIONS AT THE PROPOSED SIVE AND

Wah the exteption of the america recuioned in Section 1.0, there are no retter Whiele Telecommentation Series (WTS) these observed within 100 feet of the proposed size.

A) Decator and Kumber of Discriment Antidaks and Back-up Faculties for Bullings for the Property of Court of Packet on Transfer for the Property

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At the time of the site with per other cerriers were collected with the Sprine encounts located at 647 Person Avenue in San Francisco, Calliorals.

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The RCC HPE we measured in urms of power (mVV) over a soft sorbes area (ord). Knorn some where, in RCD in recollists in socialists of the social social social socialists of the social sociali

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PROJECT INFORMATION

NETWORK VISION MMBTS LALINCH

GENERAL HOSPITAL SAN FRANCISCO SF54XC2II-A

887 POTRERO AVENUE SAN FRANCISCO, CA 94110 SAN FRANCISCO COUNTY

05/16/12 REVISED FOR 90% CONSTRUCTION 06/13/12 REVISED FOR 100% CONSTRUCTION 1 04/17/12 REVISED FOR SOM CONSTRUCTION ISSUED FOR SOX CONSTRUCTION NOT FOR CONSTRUCTION UNLESS LABELED AS CONSTRUCTION SET REVISIONS DESCRIPTION REV. DATE 0 03/20/12

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LEVISION: T-4

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PAPIS Conclusions (2019) Reference Paris Continued (2019) Reference Paris C	is from the property in the company to account on the property of the company to account the property of the company to account the company of the company o	AST Properties, 4211558 Reference Arman, and Properties of Agrand Fr. Indicated and Agrand Fr. The Control of the Control of the Agrand Fr. The Control of the Control of the Agrand Fr. The Control of the Control of the Agrand Fr. The Control of the Control of the Agrand of the Control	Talana (Centrality) ili
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115 SANSONE STREET, SUITE 1400P
2AN FRANCISCO, CA 94104 PROJECT INFORMATION: NETWORK VISION MMBTS LAUNCH SF54XC211-A 887 POTRERO AVENUE SAN FRANCISCO, CA 94110 SAN FRANCISCO COUNTY 21 B Street + Dy/Angton, MA 01003 + 1.600,786,2346 2048 Sprint Antennas Sixtor A Site Plan and Barrier Recommendations £ 9 3 LICENSURE 201 40' SHEET TITLE: Compliance Plan
Éacility Operaton Sprint
Site Names San Ennetec-General Hospital
Sprint Site.Number She No. SFSAC211A
Report Data April 27, 2012 EMF REPORT SHEET NUMBER: REVISION: T-6 WEBI THE INFORMATION CONTAINED IN THIS SET OF CONSTRUCTION DOCUMENTS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO CARRIER SERVICES IS STRICTLY PROHIBITED.

SAN FRANCISCO GENERAL HOSPITAL

1		REVISIONS	
REV.	DATE	DESCRIPTION	RATIALS
٥	03/20/12	ISSUED FOR 90% CONSTRUCTION	CBK
1	04/17/12	REVISED FOR 90% CONSTRUCTION	AF
2	05/16/12	REVISED FOR 80% CONSTRUCTION	RLD
3	06/13/12	REVISED FOR 100% CONSTRUCTION	CBK
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		2.06 Submittal Requirements for Cellular Antenna Sites 2.05 Submittal Requirements for Cellular Antenna Sites
PROVIDED, SEE SHT. T-1	×	REFERENCE: 2010 SFBC, 2010 SFFC, 2010 SFMC and FCC OET Bulletin 65 (97-01) 1. Provide a description of work on the plans.
PROVIDED, SEE SHT. A-1 TO A-5	⊠	2. Plans shall include plan views and elevations showing all equipment locations and cable runs.
PROVIDED. SEE SHT. T-3 &	×	3. Plans shall include antenna cut-sheets and equipment list on a drawing sheet.
PROVIDED. SEE SHT. T-4, T5 & T-6	⊠	Include a copy of the signed and stamped RF report on a drawing sheet as a reference to Identify the exclusion area required to prevent occupational exposures in excess of the FCC guidelines (47CFR1.1310 and FCC OET Bulletin 65 edition 97-01).
PROVIDED. SEE SHT. T-4, T5 & T-6	⊠	5. The RF report shall indicate whether or not the site under review is a part of a multiple transmitter site and shall show compliance with FGC 47CFR1.1307(b)(3), as amended - all transmitters shall not exceed 5% of the power density exposure limit.
PROVIDED. SEE SHT. A-1	×	6. Drawings shall reflect the striped/exclusion areas for workers per the above RF Report with a minimum redius of 1 foot.
NOT APPLICABLE	×	7. Plans shall include a quantitative three-dimensional image of the RF levels from each antenna located near an egress point (e.g. penthouse stair; fire escape, roof walking paths; skylights, etc.).
PROVIDED. SEE SHT. T-4, T5 ,T-8 & A8	⊠	8. "Notice to Workers" warning signage, as applicable per the above RF Report, shall be permanently mounted at the stainwell side of the roof-access door (ANSI C95.2-1982 (Reference [3]) - yellow or more durable color for outdoor longevity)
NOT APPLICABLE-NO CAMOUFLAGED ANTENNAS	⊠	Camoullaged entennas shall have 4inch x 4inch signage permanently mounted to the exterior of the RF screen as provided below. The sign shall be weatherproof with contrasting background color and shall contain the yellow triangle around the antenna symbol (ANSI C95.2-1982 (Reference [3]) - yellow or more durable color for outdoor longevity). Signage location(s) and detail of the sign shall be included on the plans.

NOT APPLICABLE	×
NOT APPLICABLE	×
PROVIDED. SEE SHT. T-4, T6 ,T-6 & A6	Þ
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CABLE	\boxtimes	10. Cables/wiring shall not be allowed in exit enclosures, smoke-proof towers, elevator	shafts, or in
		front of dry standpipes, 2010 CFC 1022.4 and 509.2	

NOT APPLICABLE	×	11. Antennas shall not be mounted closer than the exclusion zone plus 4 feet for Installations ne	ar
		fire escapes, stair penthouse doors, exterior standpipe outlets, skylights, or other fire department	Ĺ
		operations consideration.	

A8 12. There is no guarantee that the fire department will not shut down the power to the site in an emergency situation although in order to reduce the site operator's possible loss of service the following information may be provided at the equipment room entrance:

- · Provide emergency shutdown procedure signage. The sign shall include the following:
- Emergency 24 hour/7 day a week NOC / field technician telephone number for RF shut-down
 - 2. Cell site identification number
- 3. Map to location of electrical main electrical main shall be clearly identified with a permanent red label and while lettering.
- 4. Map to location of battery cabinets and breakers cabinets and breakers shell be clearly identified with a permanent red label and white lettering.
 - 5. Any other relevant information or procedures as required for the individual callular site.
- The sign shall be clearly labeled in a phanolic label with a white background and black lettering. The title block shall be a red background and 1" high white lettering. Multiple signs may need to be installed based upon the cellular site configuration.
- A copy of the signage shall be included on a drawing sheet. See attached sample.









PROJECT INFORMATION:

NETWORK VISION MMBTS LAUNCH SAN FRANCISCO GENERAL HOSPITAL SF54XC21I-A

887 POTRERO AVENUE SAN FRANCISCO, CA 94110 SAN FRANCISCO COUNTY

		REVISIONS	
REV.	DATE	DESCRIPTION	INITIALS
۰	03/20/12	ISSUED FOR 90% CONSTRUCTION	CBK
1	04/17/12	REVISED FOR BOX CONSTRUCTION	AF
2	05/16/12	REVISED FOR 90% CONSTRUCTION	RLD
3	06/13/12	REVISED FOR 100% CONSTRUCTION	CBK
		T FOR CONSTRUCTION UNLESS	

LICENSURE

SHEET TITLE

SHEET NUMBER:

FIRE DEPARTMENT CHECKLIST

T-7

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REVISION:

GENERAL NOTES:

- J. THE CONTRACTOR SHALL NOTIFY NETWORK CARRIER OF ANY ERRORS, OMISSIONS, OR INCONSISTENCES AS THEY MAY BE ISCOVERED IN FLANS, ODICINENTS, NOTES, ON SPECIALNOSS, PRIOR TO STARTING THE CONTRACTOR SHALL BE RESPONSIBLE FOR CORRECTION ANY ERROR, OMISSION, OR INCONSISTENCY AFTER THE STATE OF CONSTRUCTION WHICH HAS NOT BEEN BROUGHT TO THE ATTENTION OF INCTIONAL CONSTRUCTION PROCEST MAKEER AND SHALL HOUR ANY EPROPESSE TO RECIPY THE STILLAIDS. THE BEANS OF CORRECTION OF STREET PROPERTY OF THE STILLAIDS. THE BEANS OF CORRECTION OF SHALL PRIST BE APPROVED BY PREPONDE AND ASSISTANCE AND SHALL PRIST BE APPROVED BY PREPONDE AND ASSISTANCE AND SHALL PRIST BE APPROVED BY PREPONDE AND ASSISTANCE AND ASSISTANCE AND SHALL PRIST BE APPROVED BY PREPONDE AND ASSISTANCE AND ASSISTANC
- 2. PROP 10 THE SUBMISSION OF BIDS. CONTRACTORS INVOLVED SHALL VIST THE VIOL BIT OF PARALARSE HEMSILESS WITH ALL CONDITIONS AFFECTING THE PROPOSED PROJECT. CONTRACTORS PRIOR TO THE COMMENCE OF CONTRACTORS AFFORD TO THE COMMENT OF CONTRACTORS AFFORD TO THE COMMENT OF CONTRACTORS AFFORD THE COMMENT OF CONTRACTORS AFFORD THE CONTRACTOR AFFORD THE CONTRACTOR OF THE PROJECT WILL BE ACCOUNTED AS SHOWN APPORTUNE OF THE AFFORD THE CONTRACTOR AFFORD THE AFFORD THE CONTRACTORS SHALL BE BIDLIGHT TO THE ATTENTION OF THE AGENCY OF THE ATTENTION OF THE ACCOUNTED THE ACCOUN
- ACCURECT/SHORTERS HAVE MORE DERY EFFORT TO SET FORTH IN THE CONSTRUCTION AND CONTRACT DOCUMENTS THE COMPLETE SCOPE OF WORK, CONTRACTORS BOOKED THE JOB ARE PREVENTIBLESS CONTRIBUTED TO THE CONTRACT DESCRIPTION OF THE JOB AND THE DERWINGS FOR THE THE PROPERTY AND THE PROPERTY OF THE PROP
- 4. 11X17 COPIES OF DRAWINGS ARE NOT TO BE SCALED DUE TO DISTORTIONS RESULTING FROM MULTIPLE REPROGRAPHIC COPIES. WRITTEN DIMENSIONS TAKE PRECEDENCE OVER SCALES SHOWN ON PLANS,
- OWNER, CONTRACTOR, AND NETWORK CARRIER REPRESENTATIVE SHALL REVIEW AND CONFIRM THAT PROJECT SCOPE, DESIGN INTENT AND UTILITY COORDINATION HEMS ARE INCLUDED IN THE DRAWINGS AND SPECIFICATIONS PRIOR TO THE START OF CONSTRUCTION.
- THE GENERAL CONTRACTOR SHALL RECEIVE WRITTEN AUTHORIZATION FROM NETWORK CARRIER REPRESENTATIVE TO PROCEED WITH CONSTRUCTION PRIOR TO STRATING WORK ON ANY ITEM NOT CLEARLY DEFINED BY THE CONSTRUCTION DESIRED CONTRACT DOCUMENTS.
- 7. THE CONTRACTOR SHALL PERFORM WORK DURING OWNER'S PREFERRED HOURS TO AVOID DISTURBING NORMAL BUSINESS OR TENANTS.
- 8. THE CONTRACTOR SHALL PROVIDE NETWORK CARRIER PROPER INSURANCE CENTRICATES MAKING NETWORK CARRIER AS ADDITIONAL INSURED, AND PROVIDE NETWORK CARRIER PROOF OF LICENSE(S) INCLUDING PE & PD INSURANCE.
- 9. THE CONTRACTOR SHALL SUPERVISE AND DIRECT THE PROJECT DESCRIBED No THE CONTRACT DOCUMENTS. THE CONTRACTOR SHALL BE SOLLLY RESPONSIBLE FOR ALL CONSTRUCTION BEASIS, METHODS, TECHNIQUES, SUPERVISED FROM STATEMENT OF THE WORK WHORK THE CONTRACT.
- TIP. THE CONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS ACCORDING TO MANUFACTURER'S/VENDOR'S SPECIFICATIONS UNLESS NOTED OTHERWISE OR WHERE LOCAL CODES OR ORDINANCES TAKE PRECEDENCE.
- 11, ALL WORK PERFORMED ON THE PROJECT ALONG WITH ALL MATERNAS INSTALLED, SHALL COMPLY IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES, REGULATIONS, AND GROWANCES. CONTRACTORS THAT THEY SHALL COMPLY WITH ALL LAWS, DOMNANCES, REGULATIONS THAT THEY SHALL COMPLY WITH ALL LAWS, DOMNANCES, REGULATIONS THAT THEY SHALL COMPLY AND THE THE THAT ALL LAWS, DOMNANCES, PRESENTED AND LAWFLE, GROWERS, REGULATIONS AND LAWFLE, GROWERS OF THE WORK.
- 12. A COPY OF THE COVERNING ACRICY ISSUED AND APPROVED PLANS SHALL LAW, SHALL BE ANALASE AT THE GOS SITE FOR INSPECTION AT ALL THIS, THE GOSTIAN STEP IAS AN AREA OF TO BE USED BY THE LAW, SHALL BE ANALASE AT THE GOS SITE FOR INSPECTION AT ALL THIS, THE GOSTIAN AS COVERNING ACRICY POPROVED PLANS. THE CONTRACTOR SHALL ALSO, MAINTAIN DUE SET OF FLANS, IN GOOD CONDITION. CONTRACTOR SHALL ALSO, MAINTAIN DUE SET OF FLANS, IN GOOD CONDITION. CONTRACTOR SHALL SHALL
- 13. THE STRUCTURAL COMPONENTS OF ADJACENT CONSTRUCTION OR FACILITIES ARE NOT TO BE ALTERED BY THIS CONSTRUCTION PROJECT UNLESS NOTED OTHERWISE.
- 14. THE CONTRACTOR SHALL STUDY THE STRUCTURAL, ELECTRICAL, MECHANICAL, AND PLUMBING PLANS AND CROSS CHECK THEIR DETAILS, NOTES, DIMENSIONS, AND ALL REQUIREMENTS PRIOR TO THE START OF ANY HORK.
- 15. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COMPLETE SECURITY OF THE JOB SITE WHILE WORK IS IN PROGRESS UNTIL THE JOB IS COMPLETE.
- 16. THE CONTRACTOR PAS THE RESPONSIBILITY OF LOCATING ALL DASTING UNITED SHAPES IN HOT SHAPE OF THE PASSAGE OF THE CONTRACT ALONG WITH CONTRACT AND THE CONTRACT OF THE CONTRACTOR SHALL BEAR THE EXPENSION OF REPAIR AND ON REPAIR AND OF THE PASSAGE OF THE PASSAGE OF REPAIR AND OF REPAIR AND OF THE PASSAGE O
- 17. ALL EXISTING CONSTRUCTION, EQUIPMENT, AND FINISHES NOTED TO BE REMOVED SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND WILL
- 18. BE REMOVED FROM THE SITE WITH THE FOLLOWING EXCEPTIONS:

 A. PROPERTY NOTED TO BE RETURNED TO THE OWNER.

 B. PROPERTY NOTED TO BE REMOVED BY THE OWNER.
- 19. THE GOVERNING AGENCIES, CODE AUTHORITIES, AND BUILDING INSPECTIORS SHALL PROVIDE MINIMUM STANDARDS FOR CONSTRUCTION TECHNIQUES, MATERIALS, AND FINISHES USED THROUGHOUT THE PROJECT, TRADE STANDARDS AND/OR PUBLISHED MANUFACTURERS SPECIFICATIONS MEETING OR EXCEEDING DESIGN REQUIREMENTS STANL BE USED FOR INSTILLATION.

- 20, WIGH ROOF TOP OR TOP FLUOR BECK TEMPORAY STORM OF IS REQUEST, WAS THE SHARE SHALE BE DEATH TEMPORAY SHARE OF FAMILIES AND THE STREET OF OR THE FAMILIES AND AS NOT TO EXCEPT SHESSINGS LIKE LOADS FOR THE STRUCTURE. THE FORENTH SHORME AND/OR BECKING IS AND OR BECKING IN THE STRUCTURE THE OFFICE AND FOR BECKING IS TO BE PROVIDED WHERE THE STRUCTURE DOESN'T HAVE THE DESIGN STRENGTH FOR ADDITIONAL LOADING.
- 21. SEAL ALL PENETRATIONS WITHIN FIRE-PARTED AREAS WITH U.L. LISTED OR FIRE MARSHALL APPROVED MATERIALS IF APPLICABLE TO THE SUBJECT FACILITY AND OR PROJECT SITE.
- 22, BUILDING INSPECTORS AND/OR OTHER BUILDING OFFICIALS ARE TO BE NOTIFIED PRIOR TO ANY GROUND DISTURBANCE, CONSTRUCTION, AND ANY OTHER PROJECT EFFORT AS MANDATED BY THE GOVERNING AGENCY,
- 23. CONTRACTOR TO PROVIDE A PORTABLE FIRE EXTINGUISHER WITH A RATING OF NOT LESS THAN 2-A OR 2-A10BC WITHIN 75 FEET TRAVEL DISTANCE TO ALL PORTIONS OF PROJECT AREA DURING CONSTRUCTION.
- 24. CONTRACTOR SHALL LAME, EXESSION PROPERTIES TO PROTECT CHISTING PHYROTECHES, RESEARCH, PROVIDED TO PROTECT CHISTING CONFIGURED, DEPOSIT PROPERTY, PROPERT
- 25, CONTRACTOR SHALL KEEP GENERAL WORK AREA CLEAN AND HAZARD FREE DURING CONSTRUCTION DISPOSING OF ALL DIRT, DEBRIS, AND RUBBISH, CONTRACTOR SHALL REMOVE EQUIPMENT NOT SPECIFIED AS REMAINING ON THE PROPERTY OR PREMISES. SITE SHALL BE LEFT IN CLEAN CONDITION AND FREE FROM PAIN SPOTS, DUST, OR SMUDGES OF ANY MATURE.
- 26. NEW CONSTRUCTION INSTALLED ADJACENT EXISTING BUILDINGS OR CONSTRUCTION SHALL ARCHITECTURALLY MATCH THE EXISTING IN TERMS OF COLOR, TEXTURE, FINISH MATERIALS, ETC., EXCEPT AS NOTED IN THE PLANS AND SPECIFICATIONS.
- 27. THE CONTRACTOR SHALL PROVIDE ALL NECESSARY BACKING, BLOCKING, AND/OR OTHER ANCHORAGE DEVICES REQUIRED FOR THE INSTALLATION OF PIXTURES, MECHANICAL EQUIPMENT, PLUMENIN, HARDWARE, AND FINISH ITEMS TO INSURE A PROPER AND CODE COMPLIANT INSTALLATION.
- 28. HIS CONTROL IS RESPONSIBLE FOR PROYUMEN INSTALLATIONS HAT ARE CONSTRUCTED LEVEL, EMERY, ACIDECT, PLUME AND TRUE BASES ON CONSTRUCTED LEVEL, EMERY, ACIDECT, PLUME AND TRUE BASES ON CONSTRUCTED LEVEL, PROYUMEN AND THE PROPERTY AND THE PROPERTY AND EMPENDANCES OR INCONSISTENCIES TO THE NETWORK AND PROPERTY AND EMPENDANCES OR INCONSISTENCIES TO THE NETWORK CAMPRILED AND PROPERTY AND PROPERTY
- 29, THE CONTRACTOR IS TO PROVIDE PROTECTION FOR ADJOINING PROPERTIES FROM PHYSICAL HARM, NOISE, DUST, DIRT, AND FIRE AS REQUIRED BY THE GOVERNING AGENCIES.
- 30. WHERE SPECIFIED, MATERIALS TESTING SHALL BE TO THE LATEST STANDARDS AND/OR REVISIONS AVAILABLE AS REQUIRED BY THE GOVERNING AGENCY RESPONSIBLE FOR RECORDING THE RESULTS.
- 31. THE CONTRACTOR IS RESPONSIBLE FOR THE STORAGE OF ALL MATERIALS AND SHALL NOT STORE OR STAGE MATERIALS ON PUBLIC PROPERTY WITHOUT A PERMIT TO DO SO FROM THE GOVERNING AGENCIES FOR THIS PURPOSE.
- 32. General notes and standard details are the minimum requirements to be used in all conditions unless illustrated and noted otherwise.
- TRADES INVOLVED IN THE PROJECT SHALL BE RESPONSIBLE FOR THEIR OWN CUITING, FITTING, PATCHING, ETC., SO AS TO BE PREPARED PROPERLY BY THE WORK OF OTHER TRADES.
- 34. ALL DEBRIS AND REFUSE SHALL BE REMOVED FROM THE PROJECT PREMISES AND LEFT IN A CLEAN SHEPT CONDITION AT ALL TIMES BY EACH TRADE AS THEY PERFORM THEIR OWN PORTION OF THE WORK.
- 33. NETWORK CARRIER DOES NOT GUARANTEE ANY PRODUCTS, FIXTURES, AND/OR MY SQUPILENT MANED BY A TRADE OR WANGINGTURER, GUARANTEE OR WARRANTY THAT MAY BE IN EFFECT IS DONE HROUGH THE COMPANY OR MANUFACTURER PROVIDING THE PRODUCT, FIXTURE, AND/OR EQUIPMENT UNLESS SPECIFIC RESPONSIBILITY IS ALSO PROVIDED BY THE
- 36, CAUTIONI CALL BEFORE YOU DIG! BURIED UTILITIES EXIST IN THE AREA AND UTILITY INFORMATION SHOWN MAY NOT BE COMPLETE. CONTACT THE ONE-CALL UTILITY LOCATE SERVICE A MINIMUM OF 46 HOURS PRIOR TO CONSTRUCTION.
- 37. WHEN APPLICABLE, CONTRACTOR IS RESPONSIBLE TO CALL, GOORDINATE AND MAKE ARRANGEMENTS FOR R.O.W. AND/OR PRIVATE PROPERTY LOCATES BASED ON SPECIFIC SITE REQUIREMENTS.
- 38. SEE CIVIL DRAWINGS FOR ADDITIONAL SITE INFORMATION.
- 39, CONTRACTORS TO DOCUMENT ALL WORK PERFORMED WITH PHOTOGRAPHS AND SUBMIT TO NETWORK CARRIER'S REPRESENTATIVE ALONG WITH REDUNED CONSTRUCTION SET.
- 40, CONTRACTOR SHALL, DOCUMENT ALL CHANGES MADE IN THE FIELD BY MARKING UP (RECUINNO) THE APPROVED CONSTRUCTION SET AND SUBMITING THE REDURED ALONG WITH PHOTOGRAPHS PER NETWORK CARRIER REQUIREMENTS.
- 41, GENERAL CONTRACTOR SHALL COORDINATE AND SEEK APPROVAL OF ALL POWER DRAW, INSTALLATION AND/OR MODIFICATIONS WITH POWER COMPANY, OWNER AND JURISDICTION AS REQUIRED, CONTRACTOR SHALL REPORT POWER INSTALLATION SOLUTION(S) TO NETWORK CARRIER REPRESENTATIVE, PROJECT CONSTRUCTION MANAGER AND ARCHITECT.
- 42. ANY SUBSTITUTIONS OF MATERIALS AND/OR EQUIPMENT, MUST BE APPROVED BY NETWORK CARRIER CONSTRUCTION MANAGER.
- 43. THE CORPICAL CONTRACTOR SHALL BE RESPONSIBLE FOR AND SHALL REMEDY ALL FAULTY, INFERIOR, MOYOR IMPROPER MATERIALS, DAMAGED GOODS, AND/OR FAULTY WORKMANSHEP FOR ONE (1) YEAR AFFER THE PROPECT IS COUNTED EXTENDED FOR COMPLETE ACCEPTING UNDER THIS CONTRACT EXTENDED FOR A PROPECT IS COUNTED FOR A PROPERTY OF THE OWNER AND THE CONTRACT SERVICE OWNER AND THE OWNER AND THE CONTRACT SERVICE OWNER AND THE CONTRACT SERVICE OWNER AND THE OWNER AND THE OWNER AND THE CONTRACT SERVICE OWNER AND THE OWNER AND TH

- 44. THE CONTRACTOR SHALL PROVIDE ADEQUATE PROTECTION FOR THE SAFETY OF THE OWNER'S EMPLOYEES, WORKMEN, AND ALL TIMES DURING THE CONSTRUCTION OF THE PROJECT.
- 45. THE CONTRACTOR SHALL BE REQUIRED TO PAY FOR ALL NECESSARY PERMITS AND/OR FEES WITH RESPECT TO THE WORK TO COMPLETE THE PROJECT. BUILDING PERMIT APPLICATIONS SHALL BE THED BY THE OWNER OR HIS REPRESENTATIVE. CONTRACTOR SHALL OBTAIN PERMIT (DATES) OTHER ARRANGEDENTS HAVE BEEN AMOS! AND MANCE FINAL PARMETY FOR SAID.
- 48. NETWORK CARRIER'S REPRESENTATIVE SHALL REVIEW AND APPROVE SHOP DRAWNOS AND SAMPLES FOR CONFORMANCE WITH DESIGN CONCEPT. NETWORK CARRIER'S REPRESENTATIVE PROJECT APPROVAL OF A SEPARATE ITEM SHALL NOT INCLUDE APPROVAL OF AN ASSEMBLY IN WHICH THE ITEM
- 47. ALL ANTENNAS MOUNTED ON ROOF SUPPORT FRAMES TO BE PROVIDED BY NETWORK CARRIER.
- 48. CONTRACTOR SHALL PROVIDE HEAVY STEEL PLATES AT OPEN TRENCHES FOR SAFETY AND TO PROTECT EXISTING GROUND SURFACES FROM HEAVY EQUIPMENT UTILIZED DURING CONSTRUCTION.
- 49, CONTRACTOR SHALL PATCH AND REPAIR ALL GROUND SURFACES WITHIN THE CONSTRUCTION AREA AS NECESSARY TO PROVIDE A UNIFORM SURFACE AND MAINTAIN EXISTING SUFFACE DIARRAGE SLOPES.
- 50. CONTRACTOR SHALL REPLACE EXISTING LANDSCAPE VEGETATION DAMAGED DUE TO CONSTRUCTION ACTIVITIES, AND REPAIR, RESTORE AND MODIFY EXISTING REPROSTRUCTION LINES IF NECESSARY TO OPERATING CONDITION, PROVIDING FULL COVERAGE TO IMPACTED AREAS.
- 31. IN THE CASE OF ROOFIDE SOLUTIONS FOR EQUIPMENT NUM/OR ANTENNA FRANCS WHERE PREVENTION OF EXISTING ROOMING MATERIALS GOODING. THE PROPERTY OF THE WORK CHAPACTER OF THE WORK CHAPACTER DUTCH ROOFI, AND HAVING THE WORK CHAPACTER DUTCHS THE ROOFING THE WORK CHAPACTER DUTCHS THE ROOFING THE SESTING WARRANT EXISTING HOUSE THE ROOFING THE PROTECTION.
- MAJUTAGUNE A BASHING WARRANT ENSURING 100K MOSTUTIE PROTECTION.

 2. IN THE CASE OF PROPERTY SCULINGS WITH 14th INSTALLATION OF ATTERMAS.

 WHITH CONCRUED, GENEROUSED, SEPPORT FRAMES ON THEFOS, GENERAL,

 CONTRACTION SCALL, CONGRIDING WITH 14TH 14TH SPECIAL STRENGS, CONTRACTOR

 DESIGNE THAT THE FRAM, FRP SHROUD IS SMULLARING (IN APPERANCE)

 EXISTING DETERMINE SHALL FRANCE MAJERIAS, TECTHIES, AND OCCURS,

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 THE CONTRACTOR SHALL FIRST-BADGE BESURE THE USE OF COUNTRISHING.

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 CONSTRUCTION COUNTRICK.
- 53. IN THE CASE OF ROOFTOP SOLUTIONS FOR EDUPMENT AND/OR ANTENNA FRANKES WHERE ANCHORING TO AN EDSTRING CONCRETE ROOF SLAB IS THE ANTENNA FRANKES WHERE ANCHORING TO AN EDSTRING CONCRETE ROOF SLAB IS THE CONSTITUENT OF CONTROL OF A CONTROL OF THE ANTENNA THE PRESENCE OF POST TENSION TENSIONS WITHIN THE ROOF SLAB RESULTION FROM AN UNDOCLAMENTED DESION CHANGE IN THE EXISTING PROM AN UNDOCLAMENTED DESION CHANGE IN THE EXISTING PROM AN UNDOCLAMENTED DESION CHANGE IN THE CHEMP OF A CONCRETE BY LEGEODED STEEL FRANK. IN THE KNEWN POST PROVISIONS FOR X-BAY PROCEDURES (MICLIEDE IN BIO) FOR ALL PEREFICIAL MERS WHERE ANCHORING COLUMN AREAS WHERE ANCHORING COLUMN TO THE ALL PEREFICIAL MERS WHERE ANCHORING COLUMN AREAS WHERE ANCHORING COLUMN ARE
- 54. DENGRAL & SUB CONTRACTORS SHALL USE STANLESS STEEL METAL LOCKING TIES FOR ALL CASILING THE DOWNS AND ALL OTHER GENERAL TIE DOWNS SHALL CASILING THE DOWNS AND ALL OTHER GENERAL TIE DOWNS OF TOWNS THE OWNER PROJECTS. RECOMMENDED MANUFACTS AND CASH TOWNS THE OWNER PROJECTS RECOMMENDED MANUFACTS SHALL BE! PANDUT CORP. METAL LOCKING TIES MODEL NO. MLT45-CP UNDER SERES—304 (OR EQUAL). PANDUT PROJECT SISTEMUTED BY TRAPAC.
- 55. GENERAL CONTRACTOR SHALL OSTAIN, REVIEW AND EXECUTE ALL NEIWORK CARRIER CONSTRUCTION STANDARDS (MOST RECENT REVISION) AS A PART OF THIS BIO AND CONSTRUCTION PROJECT.
- 56, GENERAL CONTRACTOR SHALL OBTAIN, REVIEW AND EXECUTE ALL NETWORK CARRIER CONSTRUCTION STANDARDS (MOST RECENT REVISION) AS A PART OF THIS BIO AND CONSTRUCTION PROJECT.
- 57, CONTRACTOR SHALL BE RESPONSIBLE TO SET ELECTRONIC TILTS FOR NEWLY INSTALLED ANTENNAS UNDER THE CONDITION THAT THE GC OBTAIN THE MOST RECENT COPY OF THE RET ILT HORSMAND SUCH THAT THE ACCURATE CONTROLLER CAN BE ORDERED AND INSTALLED.
- 68. A STRUCTURAL ANALYSIS SHALL BE COMPLETED AND SUBMITTED TO THE NETWORK CARRIER REPRESENTATIVE AND GO DEMONSTRATING CAPACITY AT THE EXACT LOCATION OF EXISTING CONDITIONS TO SUSTAIN ADDITIONAL HEAVY BATTERY CABINETS OR OTHER OUT OF SCOPE EQUIPMENT.
- 59. THE GC SHALL PROVIDE MATERIALS LIST (BOM) TO THE NETWORK CARRIER REPRESENTATIVE PRIOR TO CONSTRUCTION.

CALIFORNIA SPECIFIC CODE COMPLIANCE NOTES:

1. WHEN COMPLETED, THE SUBJECT PROJECT SHALL COMPLY WITH LOCAL SECURITY CODES.

2. WHEN COMPLETED, THE SUBJECT PROJECT SHALL COMPLY WITH THE CALIFORNIA ENERGY CODE TITLE—24 ENERGY CONSERVATION REQUIREMENTS.

3. WHEN GLASS OR GLZENG REPLACEMENT IS A PART OF THE SCOPE OF THE PROLECT, GLASS AND GLZENG SHALL COMPLY WITH CHPTER 54 OF THE U.S. CONSUMER SHEYT COMMISSION WITH SAFETY STANDARDS FOR ARCHITECTURAL GLAZING MATERIALS EIGN COMPLY WITH PER (42 PR 1428, CFR PART 1201 & LOCAL SECURITY REDURSHEINST

SYMBOLS:

() GRID REFERENCE



DETAIL REFERENCE



ELEVATION REFERENCE



-- - CENTERUNE



WORK POINT

GROUND CONDUCTOR

--- ELECTRICAL CONDUIT

OVERHEAD SERVI

GROUT OR PLASTER

EXISTING MASONRY

CONCRETE

PLYWOOD

SAND

WOOD CONTINUOUS

WOOD BLOCKING

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.i+' NEW

ENSTINCEXISTING

NEW ANTENNA

.a EXISTING ANTENNA

() GROUND ROD

GROUND ROD

GROUND BUS BAF

MECHANICAL GRND. CONN.

w CADWELD

GROUND ACCESS WELL

E: ELECTRIC BOX

TELEPHONE BOX

The LIGHT POLE

O FND. MONUMENT

SPOT ELEVATION

, SET POINT

L': REVISION









PROJECT INFORMATION:

NETWORK VISION MARTS LAUNCH SAN FRANCISCO GENERAL HOSPITAL SF54XC211-A

887 POTRERO AVENUE SAN FRANCISCO, CA 94110 SAN FRANCISCO COUNTY

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REV.	V. DATE DESCRIPTION		
0	03/20/12	ISSUED FOR BUX CONSTRUCTION	CBK
1	04/17/12	REVISED FOR 90% CONSTRUCTION	AF
2	05/16/12	REVISED FOR 90% CONSTRUCTION	RLD
3	06/13/12	REVISED FOR 100% CONSTRUCTION	CBK
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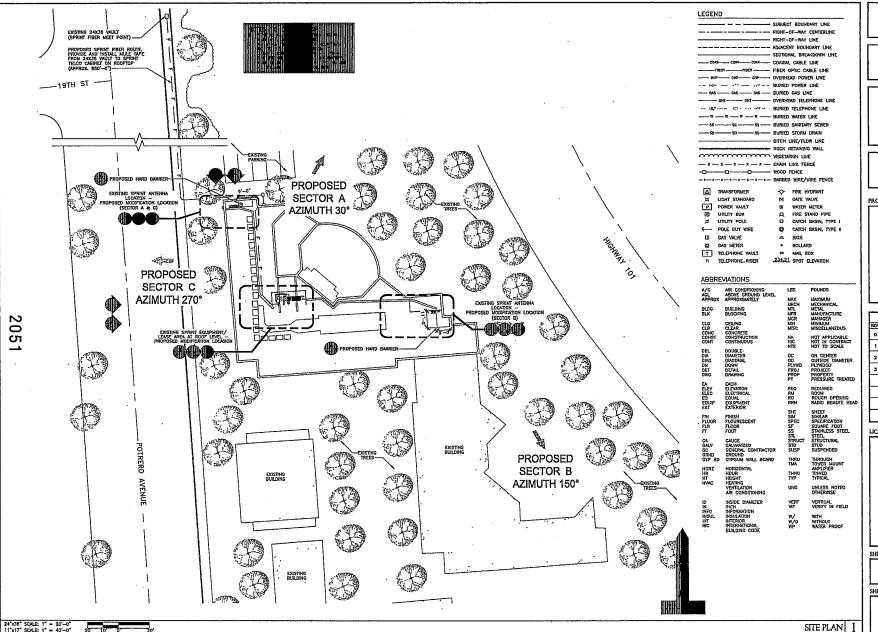
GENERAL NOTES & SYMBOLS

SHEET NUMBER

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PROJECT INFORMATION:

NETWORK VISION MARIET LAUNCH SAN FRANCISCO GENERAL HOSPITAL SF54XC211-A

887 POTRERO AVENUE SAN FRANCISCO, CA 94110 SAN FRANCISCO COUNTY

	REVISIONS		
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05/16/12	REVISED FOR DOX CONSTRUCTION	RLD	
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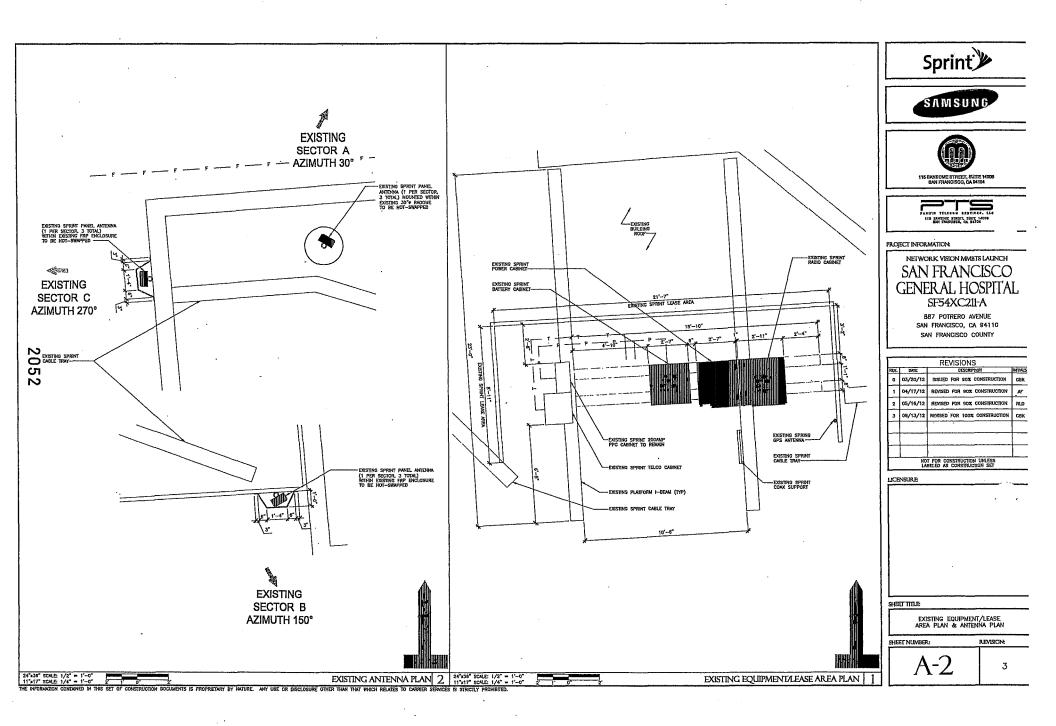
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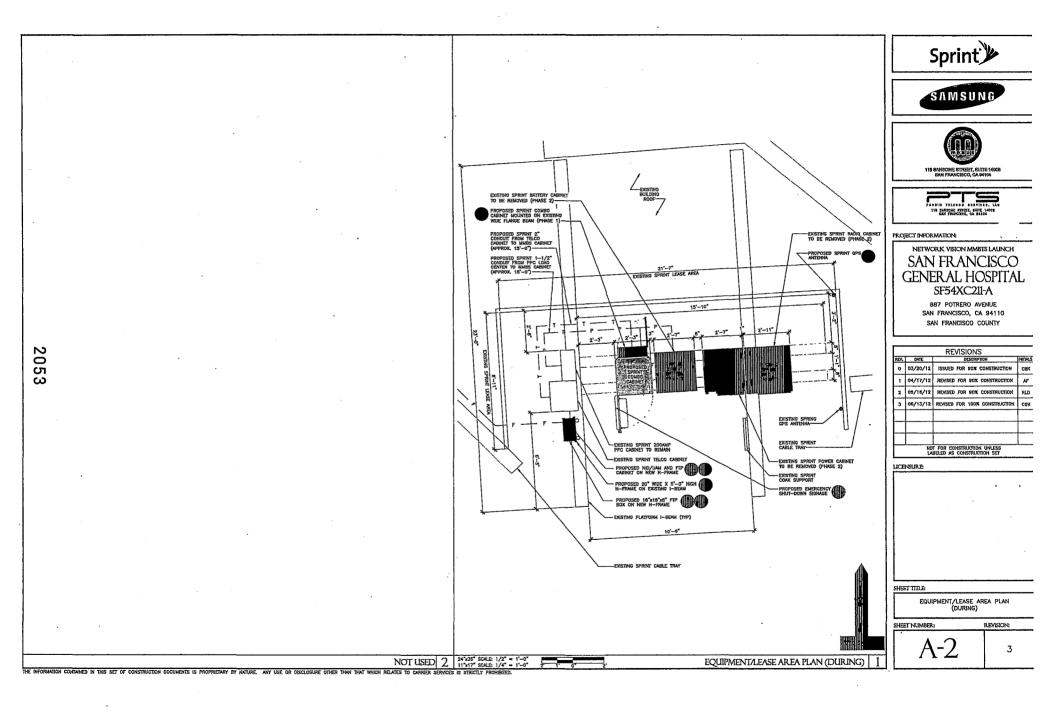
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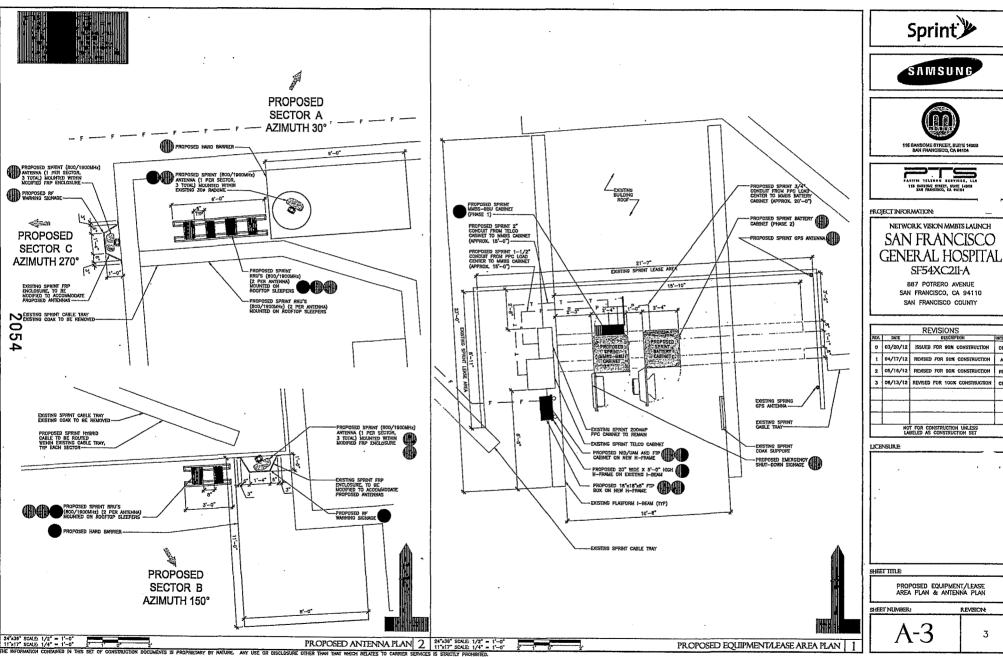
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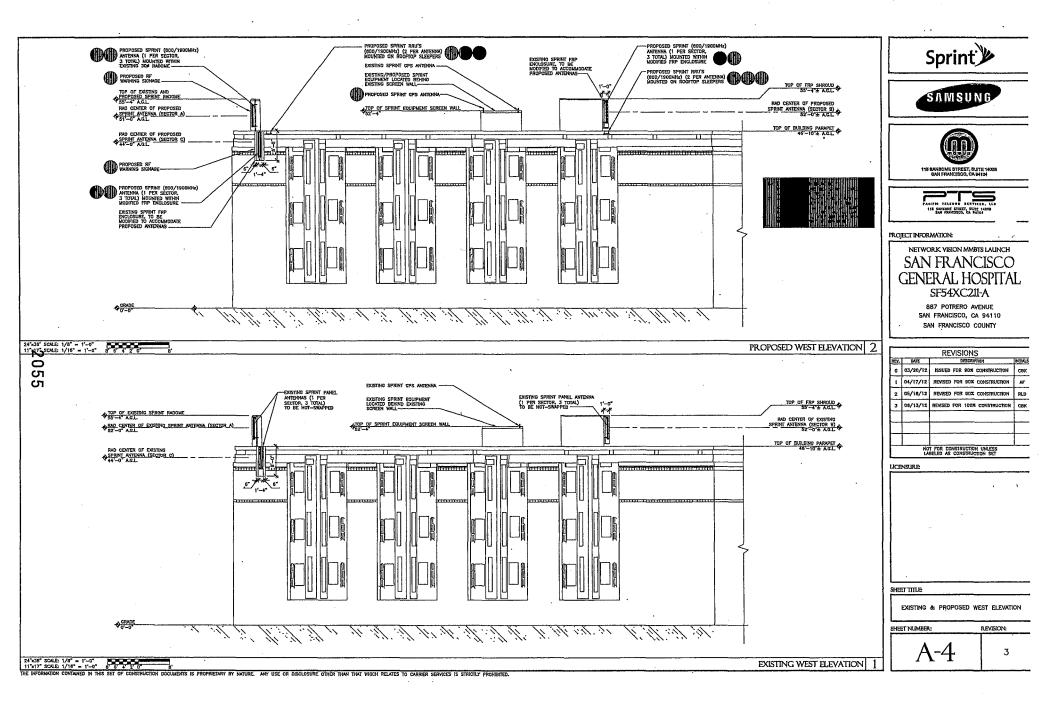
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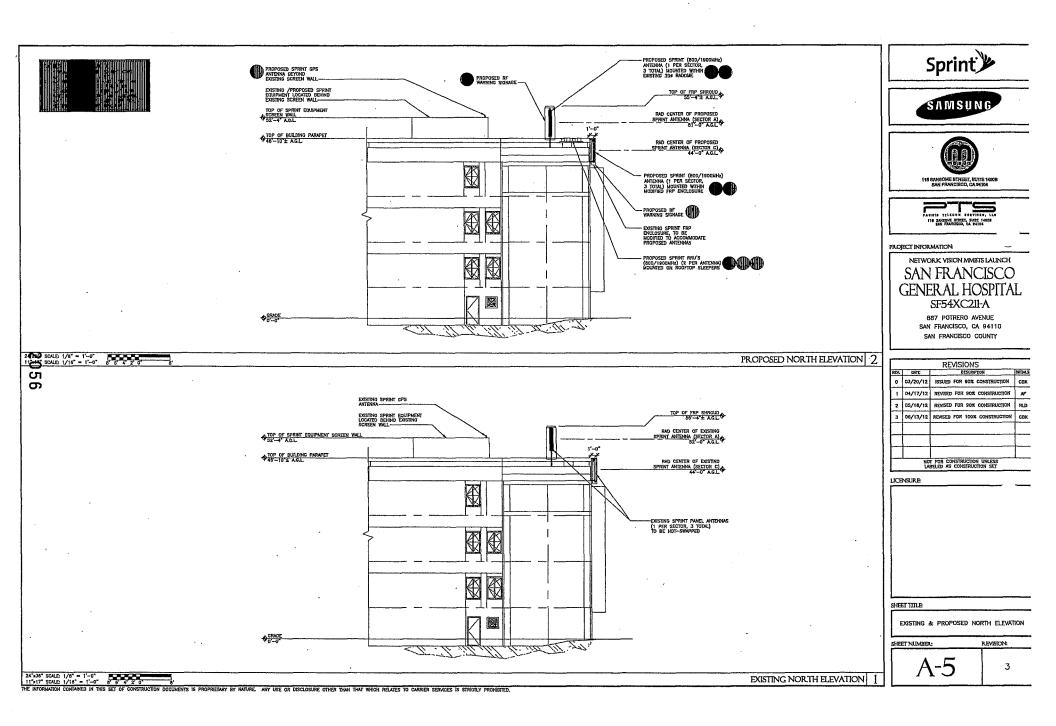


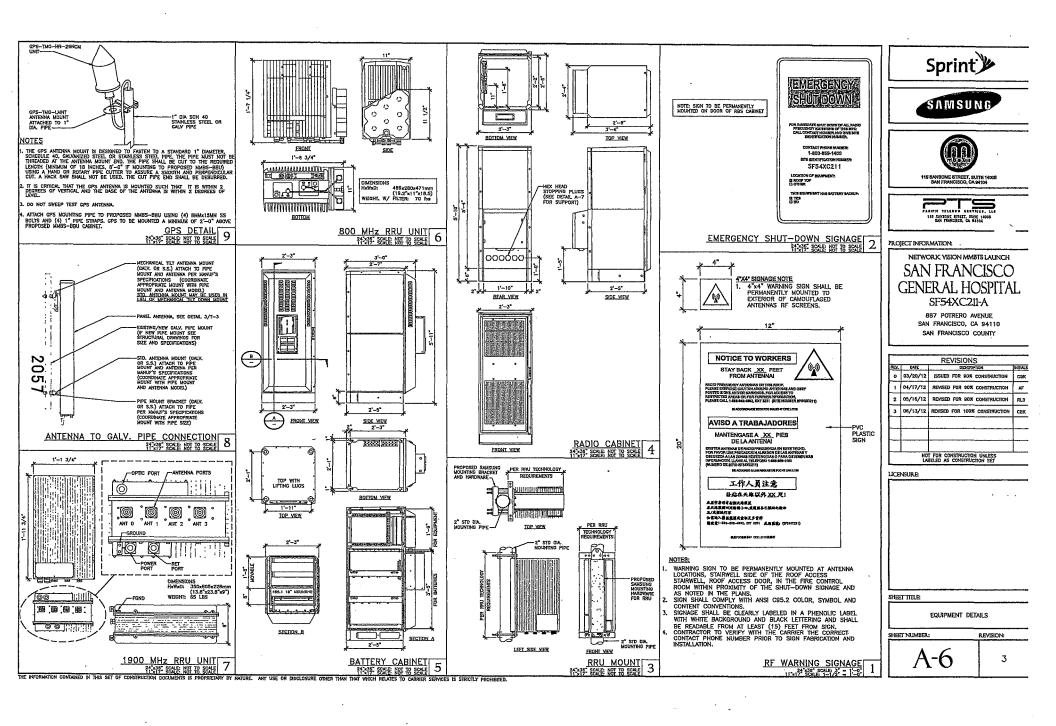


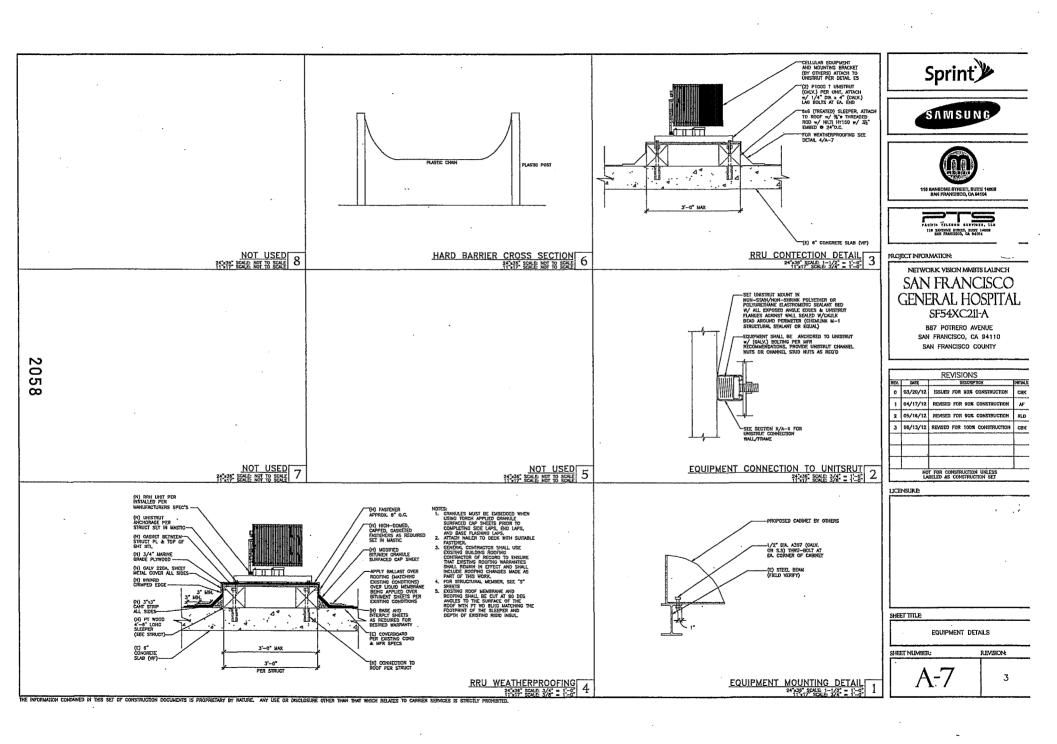


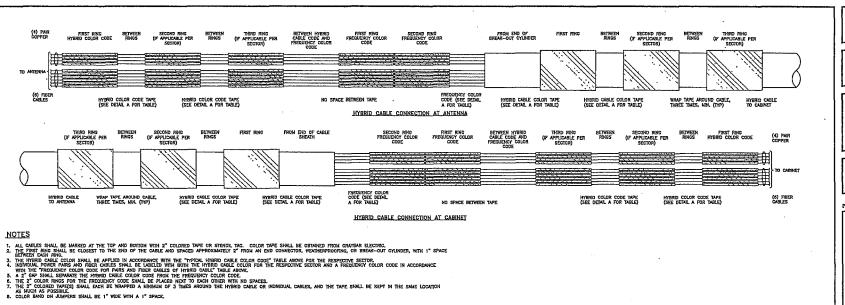
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	03/20/12 04/17/12 05/16/12 06/13/12	DATE











HYBRID CABLE COLOR SCHEME DETAIL 3

SECTOR	CABLE	FIRST RING	SECOND RING	THIRD RING
1 ALPHA	1	GREEN	NO TAPE	NO TAPE
1	2	BLUE	NO TAPE	NO TAPE
1	3	BROWN	NO TAPE	NO TAPE
1	4	WHITE	NO TAPE	NO TAPE
1	5	RED	NO TAPE	NO TAPE
1	6	SLATE	NO TAPE	NO TAPE
1	7	PURPLE	NO TAPE	NO TAPE
1	8	ORANGE	NO TAPE	NO TAPE
2 BETA	1	GREEN	GREEN	NO TAPE
2	2	BLUE	BLUE	NO TAPE
2	3	BROWN	BROWN	NO TAPE
2	4	WHITE	WHITE	NO TAPE
2	5	RED	RED	ND TAPE
2	8	SLATE	SLATE	NO TAPE
2	7	PURPLE	PURPLE	NO TAPE
2	8	ORANGE	ORANGE	NO TAPE
3 GAMMA	1	GREEN	GREEN	GREEN
3	2	BLUE	BLVE	BLUE
3	3	BROWN	BROWN	BROWN
3	4	WHITE	WHITE	WHITE
3	5	RED	RED	RED
3	6	SLATE	SLATE	SLATE
3	7	PURPLE	PURPLE	PURPLE
3	8	ORANGE	ORANGE	ORANGE

FREQUENCY	INDICATOR	1D	1
800 #1	YELLOW	GREEN	1
1900 #1	YELLOW	BLUE	1
1900 /2	YELLOW	BROWN	1
RESERVED	YELLOW	WHITE	1
RESERVED	YELLOW	RED]
RESERVED	YELLOW	SLATE]
RESERVED	YELLOW	PURPLE]~
BECEBVED	YELLOW	PURPLE	7

HYBRID CABLE COLOR CODING

Sprint 🞾





PAGIFIC TELECON SERVICES, LLI 118 SAHSONE STREET, SUITE 74008 SAH FRANCESO, CA SHIPOS

PROJECT INFORMATION:

NETWORK VISION MMBTS LAUNCH SAN FRANCISCO GENERAL HOSPITAL SF54XC211-A

887 POTRERO AVENUE SAN FRANCISCO, CA 94110 SAN FRANCISCO COUNTY

		REVISIONS		
REV.	DATE	DESCRIPTION	INTIALS	
0	03/20/12	ISSUED FOR BOX CONSTRUCTION	CBK	
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2	05/16/12	REVISED FOR 90% CONSTRUCTION	RLD	
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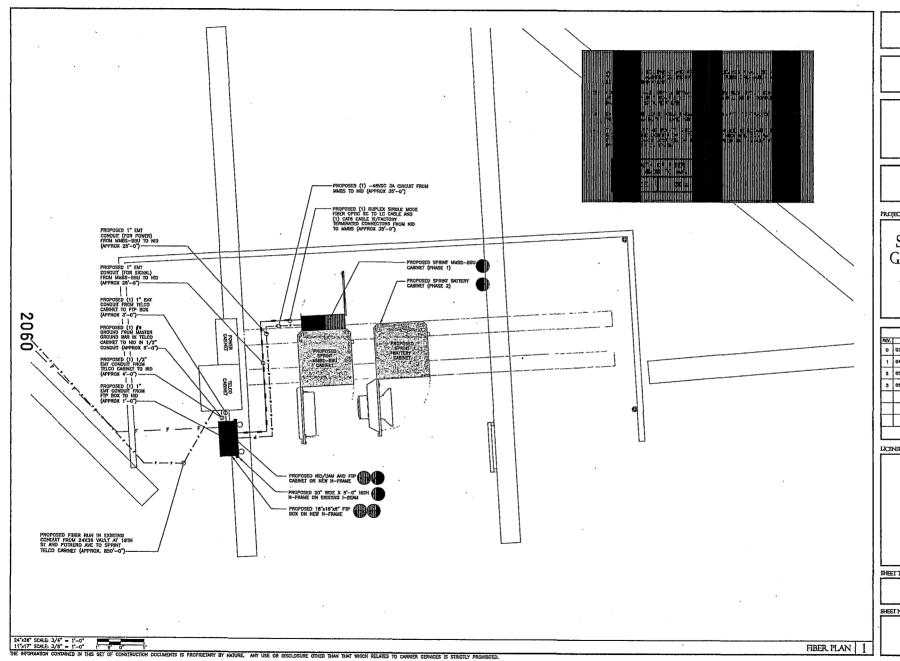
CABLE COLOR CODING REQUIREMENTS

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REV.	DATE	DESCRIPTION	INTIALS
0	03/20/12	ISSUED FOR 80% CONSTRUCTION	СВК
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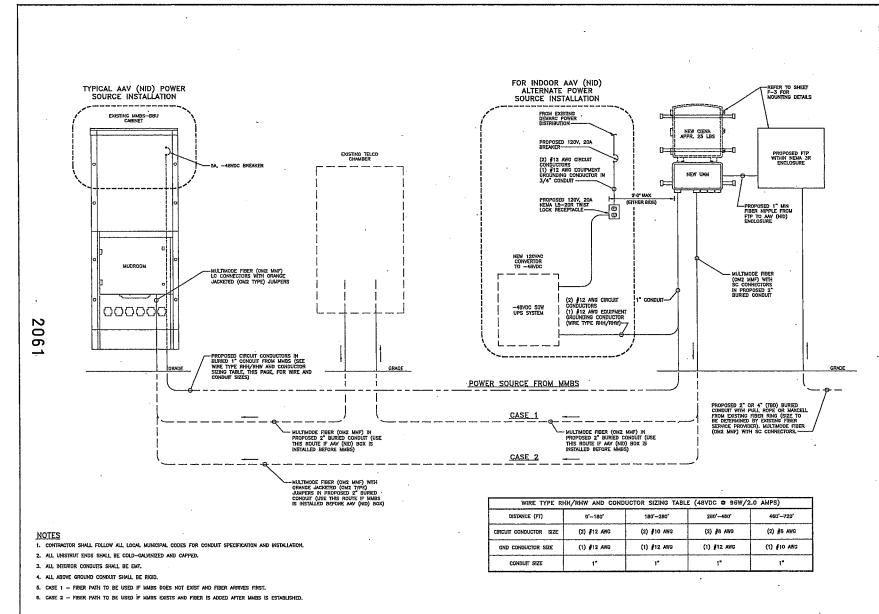
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SHEET NUMBER:

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887 POTRERO AVENUE SAN FRANCISCO, CA 94110 SAN FRANCISCO COUNTY

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FIBER ONE-LINE DIAGRAM

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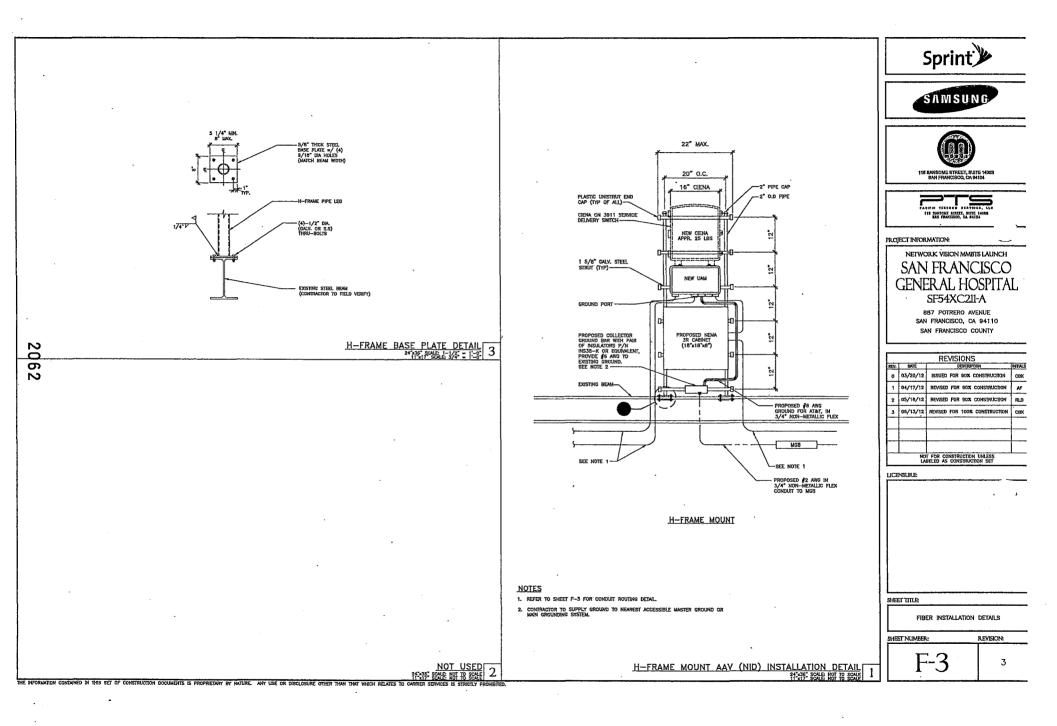
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SHEET TITLE:

SHEET NUMBER:

FIBER ONE-LINE DIAGRAM





FROM

SOURCE

METER / DISI.

TRANSFER SWITCH & LOAD CENTER

TRANSFER & LOAD CENTER

0

2

3

0

(5)

1. ALL ELECTRICAL WORK SHALL BE DONE IN ACCORDANCE WITH CURRENT NATIONAL ELECTRICAL CODES AND ALL LOCAL AND STATE CODE, LAWS, AND ORDINANCES PROVIDE ALL COMPONENTS AND WIRING SIZES AS REQUIRED TO MEET NEC STANDARDS.

CONFIGURATION

FXISTING

EXISTING

(3) #2 AWG, (2) #2 GND IN 1-1/2" CONDUIT

2. CONTRACTOR SHALL COORDINATE WITH LOCAL POWER COMPANY FOR REQUIREMENTS OF POWER SERVICE LINE TO THE METER BASE. POWER SERVICE REQUIREMENT IS COMMERCIAL AC NOMINAL 120/208 VOLT OR 120/240 VOLT, SINGLE PHASE WITH 200 AMP PATING.

TO EVICTIME LITERTY

- 4. CONTRACTOR SHALL FURNISH AND INSTALL ELECTRIC METER BASE AND 200A DISCONNECT SWITCH PER SITE PLAN AND DETAIL DRAWINGS, THE METER BASE SHOULD BE LOCATED IN A MANNER WHERE ACCESSIBLE BY THE LOCAL POWER COMPANY.
- 5. LOCAL POWER COMPANY SHALL PROVIDE 200 AMP ELECTRIC METER. CONTRACTOR SHALL COORDINATE INSTALLATION OF METER WITH LOCAL POWER COMPANY.
- Underground power and telco service lines shall be routed in a common trench. All underground conduit shall be pvc schedule 40 and conduit exposed above ground shall be rigid galvanized steel unless otherwise indicated.
- 7. ALL TELCO CONDUIT LINES SHALL BE 4" SCH. 40 PMC CONDUIT UNLESS OTHERWISE INDICATED. THE TELCO CONDUIT FROM THE PPC SHALL BE ROUTED AND TERMINATED AT DESIGNATED TELCO DEMINICATION OR 2—FEET OUTSIDE FRICED AND NEAR UTILITY POLE (IN FENCED AREA), OR END CAP OFF AND PROVIDE MARKET STACK PANTED BREATH ORANGE WITH DESIGNATION FOR TELCO SERVICE.
- 8. CONDUITS INSTALLED AT PCS EQUIPMENT ENDS PRIOR TO THE EQUIPMENT INSTALLATION SHALL BE STUBBED AND CAPPED AT 6" ABOVE GRADE OR PLATFORM. BE SERVICE LINES DAN'T BE INSTALLED INITIALLY, PROVIDE MYLON PULL CORD IN CONDUITS.
- THE SPRINT CABRIET, INCLUDING 200 AMP LOAD PANEL AND TELCO PANEL, SHALL BE PROVIDED BY OWNER AND INSTALLED BY. THE CONTRACTOR. CONTRACTOR IS TO INSTALL BREAKER(S) NOT PROVIDED BY MANUFACTURER. SEE PANEL SCHEDULE ON THIS SHEET FOR BREAKER REQUIREMENTS.
- 10. LOCATION OF ELECTRIC METER AND DISCONNECT SWITCH TO BE COORDINATED BY ELECTRICAL CONTRACTOR AND FIELD CONSTRUCTION MANAGER
- 11. #2 WIRE TO BE UTILIZED IN ELECTRIC SERVICE RUNS EXCEEDING 100'.
- 12. CONTRACTOR SHALL INSPECT THE EXISTING CONDITIONS PRIOR TO SUBMITTING BID. ANY QUESTIONS ARISING DURING THE BID PERIOD IN REGARDS TO THE CONTRACTORS FUNCTIONS, THE SCOPE OF WORK, OR ANY OTHER ISSUE RELATED TO THIS PROJECT SHALL BE BROUGHT UP DURING THE BID PERIOD WITH THE PROJECT MARGEE POR CLARIFORMING MAY THE THE CONTRACT HAS BEEN WARRED.
- 13. LOCATION OF EQUIPMENT, CONDUIT AND DEVICES SHOWN ON THE DRAWINGS ARE APPROXIMATE AND SHALL BE COORDINATED WITH FIELD CONDITIONS PRIOR TO ROUGH-IN.
- 14. THE CONDUIT RUNS AS SHOWN ON THE PLANS ARE APPROXIMATE, EXACT LOCATION AND ROUTING SHALL BE PER EXISTING FIELD CONDITIONS.
- 15. PROVIDE PULL BOXES AND JUNCTION BOXES WHERE SHOWN OR REQUIRED BY NEC.
- 16, ALL CONDUITS SHALL BE MET WITH BERDS MADE IN ACCORDANCE WITH NEC TABLE 346—10. NO RIGHT ANGLE DEVICE OTHER THAN STANDARD CONDUIT ELBOWS WITH 12" MINIMUM INSIDE SWEEPS FOR ALL CONDUITS 2" OR LARGER.
- 17. ALL CONDUIT TERMINATIONS SHALL BE PROVIDED WITH PLASTIC THROAT INSULATING GROUNDING BUSHINGS

CIRCUIT SCHEDULE

METER CENTER

TRANSFORMER SWITCH & LOAD CENTER

PROPOSED MMBS—BBU CABINET

PROPOSED MMBS--BATTERY CARINET

ELECTRICAL NOTES (CON'T)

EXISTING 200A METER/DISCONNECT SWITCH

18. ALL WIRE SHALL BE TYPE THIMN, SOUD, ANNEALED COPPER UP TO SIZE \$10 AWG (\$8 AND LARGER SHALL BE CONCENTRIC STRANDED) 75 DEGREE C, (167 DEGREES F), 98% CONCULTIVITY, MINIMUM \$12.

EXISTING 200A GENERATOR RECEPTACLE

EXISTING 200A SPRINT PPO

L@

PROPOSED MMBS-BBL CABINET

PROPOSED MMBS-BATTERY CARINET

- 19. ALL WIRES SHALL BE TAGGED AT ALL PULL BOXES, J-BOXES, EQUIPMENT BOXES AND CABINETS WITH APPROVED PLASTIC TAGS, ACTION CRAFT, BRADY, OR APPROVED EQUAL.
- 20. ALL NEW MATERIAL SHALL HAVE A U.L. LASEL.
- 22. ALL PANEL DIRECTORIES SHALL BE TYPEWRITTEN NOT HAND WRITTEN.

200A

- 23. INSTALL AN EQUIPMENT GROUNDING CONDUCTOR IN ALL CONDUITS FER THE SPECIFICATIONS AND INC. THE EQUIPMENT GROUNDING CONDUCTORS SHALL BE BONGED AT ALL JUNCTION BOXES, PULL BOXES, AND ALL DISCONDECT SMITCHES, STATTERS, AND EQUIPMENT CARDISTS.
- 24. THE CONTRACTOR SHALL PREPARE AS-BUILT DRAWINGS, DOCLMENT ANY AND ALL WIRING AND EQUIPMENT CONDITIONS AND CHANGES WHILE COMPLETING THIS CONTRACT, SUBMIT AT SUBSTRAINAL COMPLETION.
- 25. ALL DISCONNECT SWITCHES AND OTHER CONTROLLING DEVICES SHALL BE PROVIDED WITH ENGRAVED PHENOLIC NAMEPLATES INDICATING EQUIPMENT CONTROLLED, BRANCH CIRCLITS INSTALLED ON, AND PANEL FIELD LOCATIONS FED FROM (NO EXCEPTIONS.)
- 26. ALL ELECTRICAL DEVICES AND INSTALLATIONS OF THE DEVICES SHALL COMPLY WITH (ADA) AMERICANS WITH DISABILITIES ACT AS ADOPTED BY THE APPLICABLE STATE.
- 27. PROVIDE CORE DRILLING AS NECESSARY FOR PRETATIONS OR RESES THROUGH BUILDING. DO NOT PRETATE STUTUTION, MEMBERS WITHOUT CONSTRUCTION MANAGER APPROVID. SEEDES AND/OR PROVIDENTIONS IN FIRE NATIO MENT CONSTRUCTION SHALL BE PRICED WITH FIRE RATIO MEMBERS AND AND PROVIDENT FOR THE PROVIDENT OF THE WALL OR STULCTURE. FILL FOR FLOOR PENETRATIONS SHALL PROVIDEN PASSAGE OF WATER, SMOKE, FIRE AND FUMES. ALL MATERIAL SHALL BE UL APPROVED FOR THIS UPPROSE.
- 28. ELECTRICAL CHARACTERISTICS OF ALL EQUIPMENT (NEW AND EXISTING) SHALL BE FIELD VERIFIED WITH THE OWNER'S REPRESENTATIVE AND EQUIPMENT SUPPLIER FROR TO ROUGH-IN OF CONDUIT AND WREE. ALL EQUIPMENT SHALL BE PROPERLY CONNECTED ACCORDING TO THE NAMEPLATE DATA FURNISHED ON THE EQUIPMENT (THE DESIGN OF THESE PLANS ARE ASSED UPON BEST AVAILABLE INFORMATION AT THE TIME OF DESIGN AND SOME EQUIPMENT CHARACTERISTICS MAY WART FROM DESIGN AS SHOWN ON THESE DRAWNIGS).
- 29. LOCATION OF ALL CUTLET, BOXES, ETC., AND THE TYPE OF CONNECTION (PLUG OR DIRECT) SHALL BE CONFIRMED WITH THE OWNER'S REPRESENTATIVE PRIOR TO







116 SANSOME STREET, SUITE 1400B



PROJECT INFORMATION:

NETWORK VISION MARTS LAUNCH SAN FRANCISCO GENERAL HOSPITAL SF54XC2II-A

> 887 POTRERO AVENUE SAN FRANCISCO, CA 94110 SAN FRANCISCO COUNTY

		REVISIONS	
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0	03/20/12	ISSUED FOR BOX CONSTRUCTION	CBI
1	04/17/12	REVISED FOR 90% CONSTRUCTION	AF
2	05/16/12	REVISED FOR 90% CONSTRUCTION	RL
3	06/13/12	REVISED FOR 100% CONSTRUCTION	CBI
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		T FOR CONSTRUCTION UNLESS BELED AS CONSTRUCTION SET	

LICENSURE

SHEET TITLE

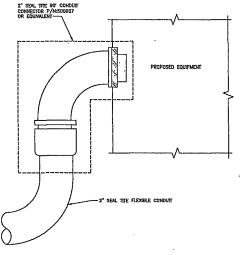
ELECTRICAL SINGLE-LINE DIAGRAM & NOTES

SHEET NUMBER: F-1

3

REVISION;

ELECTRICAL SINGLE-LINE DIAGRAM



2064

EQUIPMENT PLATFORM

PAGIFIC TELEGRAL PERVICES, ELL THE SANSONE STREET, SUITE 14008 BAN FRANCISCO, CA 84104

Sprint

SAMSUNG

PROJECT INFORMATION:

NETWORK VISION MMBTS LAUNCH SAN FRANCISCO GENERAL HOSPITAL SF54XC211-A

887 POTRERO AVENUE SAN FRANCISCO, CA 94110 SAN FRANCISCO COUNTY

EQUIPME	NT POWER COND	UIT CONN	VECTIONS 2	<u> </u>				
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SHEET TITLE

DC POWER DIAGRAM & POWER CONDUIT DETAILS

SHEET NUMBER:

POWER DIAGRAM

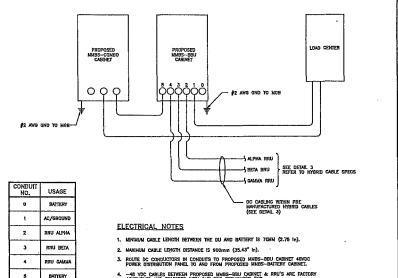
E-2

3

REVISION: \

SEAL TITE POWER CONDUIT CONNECTION TO PROPOSED EQUIPMENT DETAIL 4

	TYPE 1	TYPE 2	TYPE 3
TOTAL LENGTH	~40m (131")	~70m (230')	~120m (384") (REQUIREMENT IS 300 FEET= 91.4m)
HYBRID POWER CABLE CONFIGURATION	(2) #8 AWG (5) #10 AWG	(2) #5 AWG (6) #8 AWG	(2) #4 AWG (6) #6 AWG
CABLE DIAMETER	32mm (1.25")	32mm (1.25")	35mm (1.41*)
BENDING RADIUS	800mm (31.49°)	800mm (31.49°)	900mm (35.43")
OPTIC CABLE	LC/PC-TO-LC/PC SINGLE MODE	LC/PC-TO-LC/PC SINGLE MODE	LC/PC-TO-LC/PC SINGLE MODE
MMBS-BBU CABINET (POWER CABLE TERMINAL MAX SIZE AWG 6)	-	-	AWG 4-> AWG 5 CONVERSION KIT NEEDED
RRU POWER CABLE SPEC	(8) #10 AWG	(B) #10 AWG	(8) ∮ 10 AWG
MON USE POWER AND OPTIC CABLE PROTECTION	2 PAIR POWER AND OPTIC CABLE WITH PE PIPE	2 PAIR POWER AND OPTIC	2 PAIR POWER AND OPTIC



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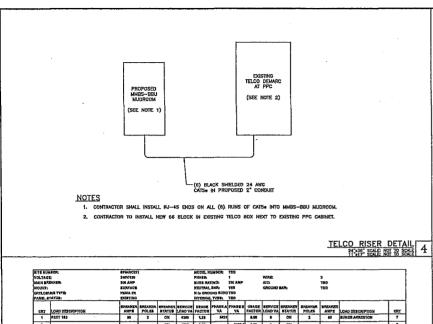
SEAL TITE CONNECTION SEE THIS SHEET-DETAIL 4

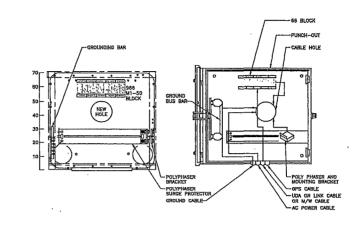
2" HEAVY WALL COUPLING 2" SEAL TITE STRAIGHT CONNECTOR

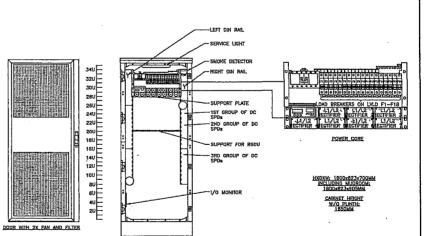
2" SCH. BO PVC TO STUB UP AT EQUIPMENT LOCATION

HYBRID CABLE TYPE 3
21-235 SCALE NOT 10 SCALE 3
N THAY WHICH RELATES TO CARRIER SERVICE

THE INFORMATION CONTAINED IN THIS SET OF CONSTRUCTION DOCUMENTS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT















PROJECT INFORMATION:

NETWORK VISION MMBTS LAUNCH SAN FRANCISCO GENERAL HOSPITAL SF54XC211-A

887 POTRERO AVENUE SAN FRANCISCO, CA 94110 SAN FRANCISCO COUNTY

		REVISIONS		
REV.	DATE	DESCRIPTION	INTIALS	
0	03/20/12	ISSUED FOR 90% CONSTRUCTION	CBK	
1	04/17/12	REVISED FOR 90% CONSTRUCTION	AF	
2	05/16/12	REVISED FOR 80% CONSTRUCTION	RLD	
3	06/13/12	REVISED FOR 100% CONSTRUCTION	CBK	
		T FOR CONSTRUCTION UNLESS BELED AS CONSTRUCTION SET		

LICENSURE

MUDROOM ELECTRICAL DETAIL 2

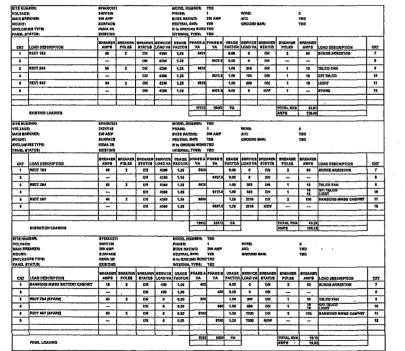
MMBS-BBU ELECTRICAL DETAIL

SHEET TITLE

POWER & TELCO DETAILS

SHEET NUMBER: REVISION: E-3

3



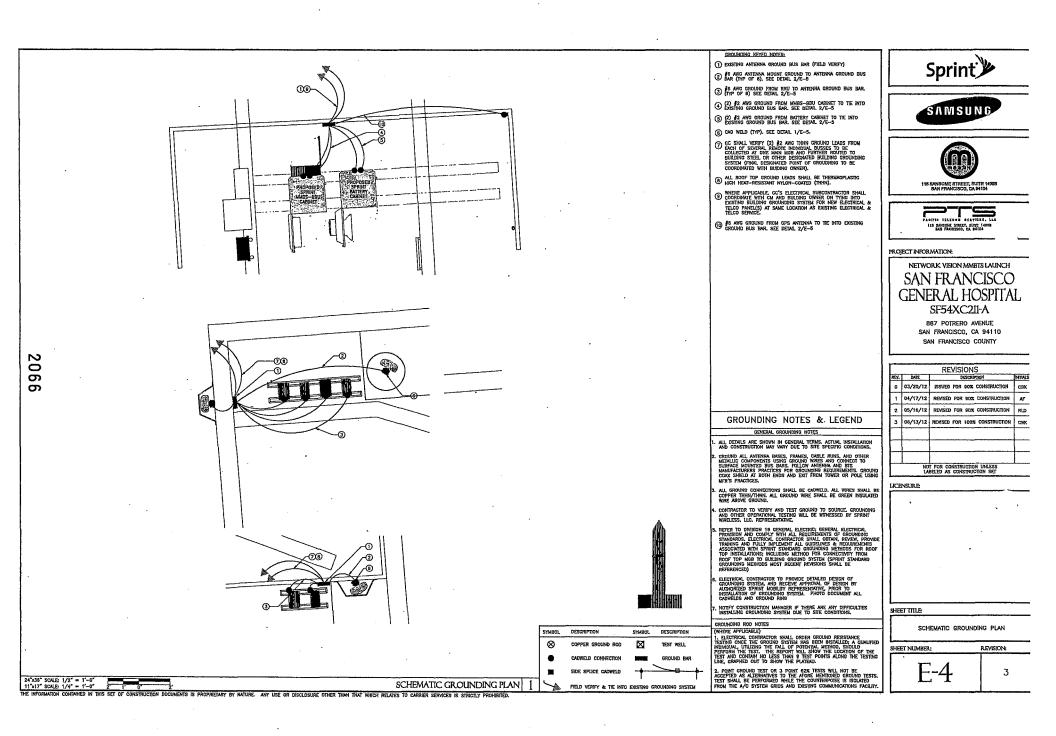
THE INFORMATION CONTAINED IN THIS SET OF CONSTRUCTION DOCUMENTS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN

EXISTING 200AMP PANEL SCHEDULE 3

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6

G



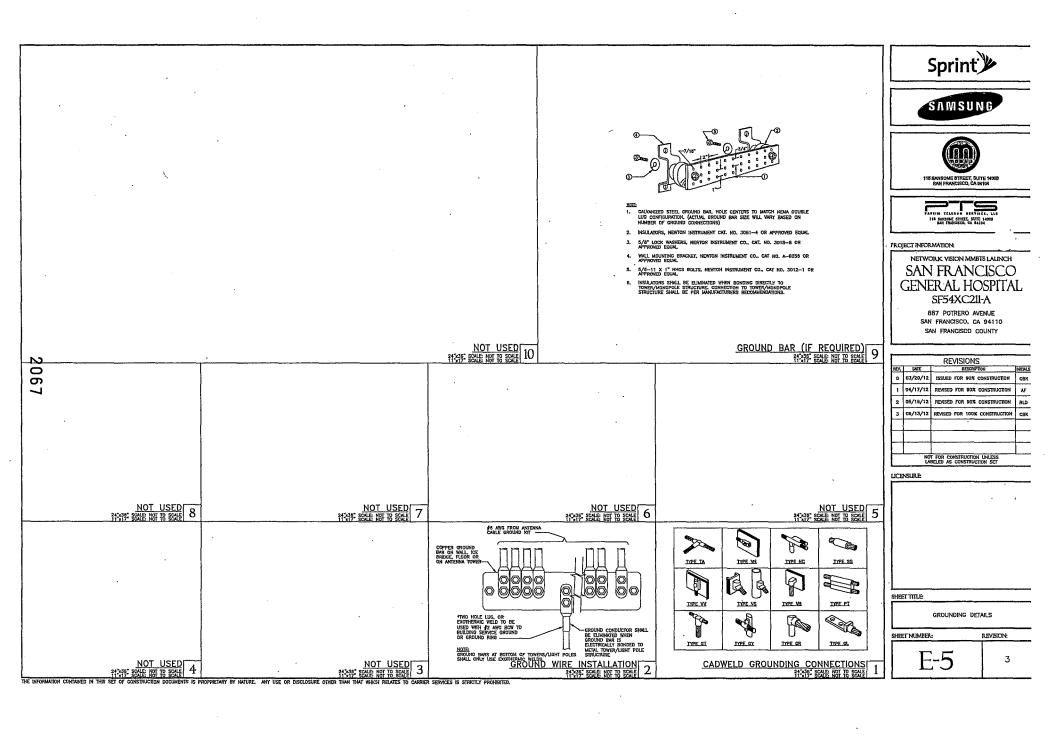


EXHIBIT B

[Date]		
Direct 25 Va	ohn Updike tor of Property n Ness Avenue, Suite 400 rancisco, CA 94102	
RE:	SPRINT SPECTRUM L.P (Tenant), a	Date and Expiration Date, Lease Between and the CITY AND COUNTY OF communications Site premises located at
Dear I	Mr. Updike:	
define	This letter will confirm that for all pured in Section 3.2 of the Lease) is	poses of the Lease, the Commencement Date (as, 2015.
letter.	Please acknowledge your acceptance of	of this letter by signing and returning a copy of this
		Very truly yours,
		Ву:
		Title:
Accep	ted and Agreed:	
By: Dated:	John Updike, Director of Property	

EXHIBIT C

APPROVED TENANT'S PLANS AND SPECIFICATIONS

0625° 753 19





SIN FRANCISCO, CA 84184

PROJECT INFORMATION

NETWORK VISION MANBES LAUNCH SAN FRANCISCO GENERAL HOSPITAL SF54XC2II-A

955 POTRERO AVENUE SAN FRANCISCO, CA 94110 SAN FRANCISCO COUNTY

REVISIONS							
NEY.	DATE	DESCRIPTION	MIL				
D	03/20/12	ISSUED FOR SOX CONSTRUCTION	C8				
1	04/17/12	REVISED FOR 90% CONSTRUCTION	A				
2	05/18/12	REVISED FOR SOX CONSTRUCTION	PL.				
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TITLE SHEET

SHEET NUMBER: REVISION:

3

NETWORK VISION MMBTS LAUNCH

SF54XC211-A ROOFTOP

(4K4 SIST POMERE HUE) 955 POTRERO AVENUE

SAN FRANCISCO, CA 94110 SAN FRANCISCO COUNTY

LATITUDE: 37' 45' 19.0002" N (37.75527778) LONGITUDE: 122' 24' 21.999" W (-122.40611110)

SF BAY MARKET

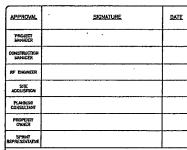
CALIFORNIA STATE CODE COMPLIANCE:

Sprint **

- DALIFORNIA ADMINISTRATINE CODE (INCL. TITLE -24 & 25)
- 2010 CALFORNIA BULDING CODE
 CRY/COLARY CORPHANES
 BILLIDNIS OFFICALS & CODE ADMINISTRATORS (BOCA)
 2010 METHANOLI CALFORNIA CODE
 ANS/EM-222-F LIFE SMERTY CODE NPPA-101
 2010 CALFORNIA PLILARIA CODE
 2010 CALFORNIA PLICARIA CODE
 2010 CALFORNIA PLICARIA CODE
 2010 LOCAL BULDING CODE

- 2010 CALIFORNIA FIRE COSE 2010 SAN FRANCISCO FIRE CODE. AND AC ACCESSIBILITY REQUIREMENTS: APPLICABLE AMERICA

CODE BLOCK



SIGNATURE BLOCK



FROM SAN FRANCISCO INTERNATIONAL ARPORT DEPART FROM SAN FRANCISCO DITERNATIONAL ARPORT, CA DEPART FROM SAN FRANCISCO INTERNATIONAL ARPORT, CAG TAKE RAMP RIGHT FOR US-101 NORTH TOWARD SAN FRANC TAKE RAUP RIGHT FOR US-10T NORTH TOWARD SAN FRANCISCO
TAKE RAUP RIGHT TOWARD POTRERO AVELLE / CESAR CHAVEZ ST
KEEP STRAIGHT ONTO POTRERO AVE.
ARRIVE AT BR7 POTRERO AVE. SAN FRANCISCO. CA 94110-2869 SEP 0 7 2812

- INSTALL FISER AND NID EQUIPMENT.
- EXISTING TOOMER POWER SERVICE TO REMAIN

PROJECT DESCRIPTION

SPROIT 6580 SPROIT PARKWAY OVERLAND PARK, KS 86251 PH: (886) 400-8040

ZOHINO CLASSIFICATION: P (PUBLIC) BUILDING CODE: 2010 CBC CONSTRUCTION TYPE: IA, III DOCUPANCY: L S-2

JURISDICTION: SAN FRANCISCO COUNTY CURRENT USE: TELECOMMUNICATIONS FACILITY PROPOSED USE: TELECOMMUNICATIONS FACILITY HEIGHT & BULK: 105-E

PARCEL NUMBER(S):

CLASS 1 NC 7/18/12

IVO 13

PROJECT SUMMARY

PROPERTY INFORMATION: PROPERTY OWNER: CITY AND COUNTY OF SAN FRANCISCO
ADDRESS: 1001 POTRERO AVENUE
SAN FRANCISCO, CA 84110

ELECTRICAL AND SUBMENO-WORK REQUIRE SEPARATE APPROPRIATE PERMITS.

EPPROVED M. Can Olattic MUNICIPE 7/18/12

Parago (copo

DRIVING DIRECTIONS

PROJECT TEAM all new services & grounding trenches, ovive "WARNING" tape at 12" bejow grade DIG ALERT "CALL BEFORE YOU DIG" 1-800-227-2500 LITH MY NOMERCATION CENTER OF NORTHERN CALIFORN

APPROVE

EXISTING EQUIPMENT/LEASE AREA PLAN I ECUIPMENT/LEASE AREA PLAN (OURTHO)

EXISTING & PROPOSED NORTH ELEVATION

ELECTRICAL SINGLE-LINE DIAGRAM & HOTES

DC POWER DIAGRAM & POWER CONDUCT DETAILS POWER & TELCO DETAILS

REPO/SCHEDULE

PROPOSED EQUIPMENT/LEASE AREA PLAN & ANTENNA PLAN

REVIEWED For Completes with and Court - Ordinal and Sing Codes

ALL SCIEDOUS PERMITTI RECUERT

TO THE EXPLOSIONALY (412) SEP BOOK

-immuk

To solut

SEDPH 7/23/12

Danny Lauxhilli

SEP 13 202

SEP 2 7 2012

DESCRIPTION

ANTERON SPEE

EMF REPORT

EMF REPORT GENERAL NOTES & SYMBOLS SITE PLAN

EQUIPMENT DETAILS

EQUIPMENT DETAILS

CARLE COLOR CODING

FIBER ONE-LINE DIAGRAM

FIBER INSTALLATION DETAILS

SCHEWATIC GROWNOUNG PLAN

GROUNDING DETAILS

SHEET INDEX

ZONING MANAGER:

LEASING MANAGER

INDIAN POLIAND
PACIFIC TELECOM SERVICES, ILC
115 SANSOME STREET, SUITE 1400B
SAN FRANCISCO, CA \$4104
CONTACT: JAMEA SELBY
PM: (888) 714-5309

HOOLS, INC.

115 BANSDUE STREET, SUITE 14:
SAN FRANCISCO, CA, 94:104
CONTACT: COURTNER'-MA
PH: (626) 863-3682

MODIES, INC.
115 SANSOMÉ STREET, SUITE 14008
SAN FRANCISCO, CA 94104
CONTACTI, ERIC BYAM
PH: (510) 508-4885

CONSTRUCTION MANAGER

OVERLAND CONTRACTING 2999 OAK ROAD, SUITE 490 WALNUT CREEK, CA 94597 CONTACT: ART EUNINGHAM PH: (925) 852—8846

POWER COMPANY: PACIFIC GAS AND ELECTRIC PH: (800) 743-5000

EQUIPMENT PROVIDER:

SALSUNG TELECOMARNICATIONS 1301 EAST LOCKOUT DRIVE RICHARDSON, TX 75082 PH: (872) 781-7000

TELCO COMPANY: ATAT PH: T.B.D.

ARCHITECT:

THE SHEET C. HE BATTERY SPERIED STORES & DATA CHANT

SHEET

T-2

T--5

7-6 7-7 G-1

A-2

A~3

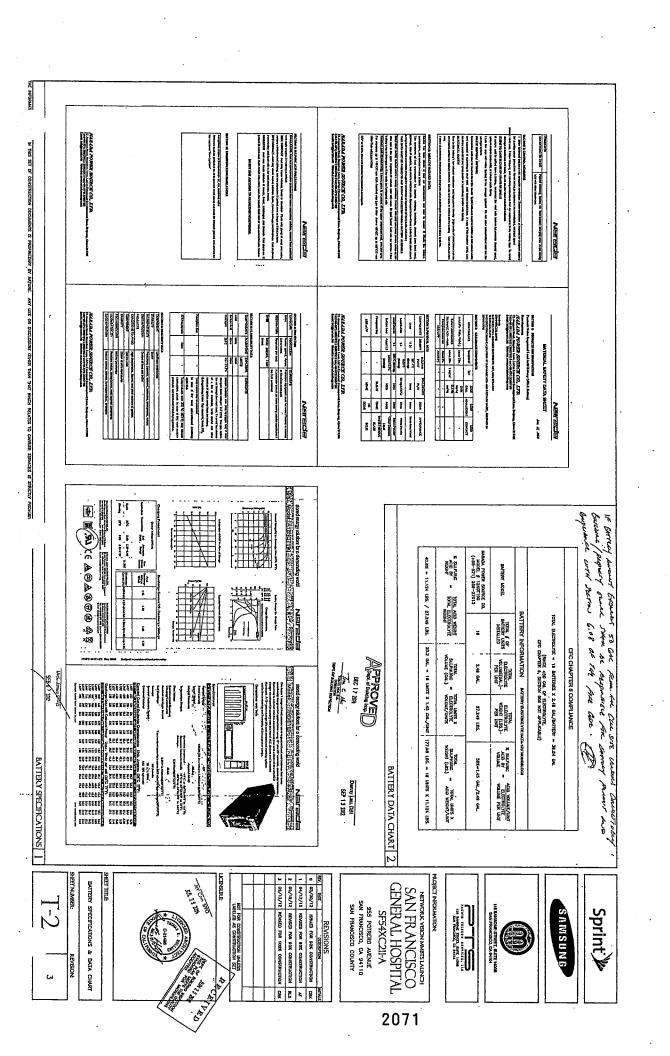
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A-0 A-7 A-8

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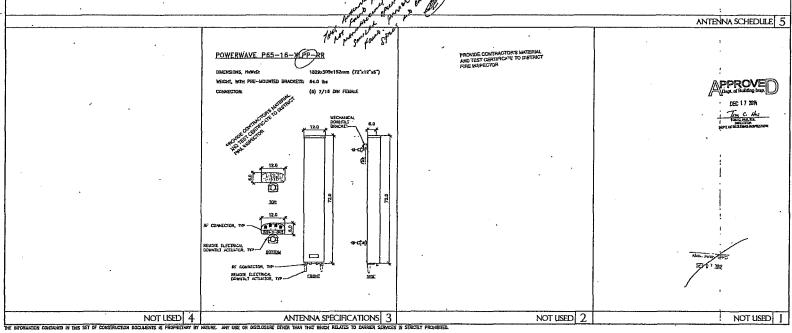
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			·····					ANTENN	A SCH	EDULE					***************************************			
	SECTOR	TECHNOLOGY	ANTENNA MODEL	RAD CENTER	AZIMUTH	RRU FREQ.	RRU MODEL	NUMBER OF	No. OF FILTERS	No. OF JUMPERS	JUMPER LENGTH (1/2" DIA)	RET CABLES LENGTH	EFFECTIVE TILT	No. OF HYBRID CABLES	HYBRID CABLE LENGTH (LINEAR FEET)	No. OF COAX CABLES	HYBRID CABLE DIA.	COAX LENGTH
		800/1900 MHz	P65-18-XLPP-R8	51"0"	347	SHN COB	RRH-C2	1	1	2	6	15'			130*	H/A	1-1/4"	H/A
₹Ē.	۸۱		P65=1=-X27=-KR	at -0		1.9 GHz	. RRH P4	1	0	1	7,				130		1-1/4	N/A
ALPHA SECTOR	A2	k/A	R/A	N/A	N/A	R/A	N/A	N/A	R/A	N/A	N/A	N/A	H/A	H/A	N/A	R/A	N/A	H/A
-0	AŠ .	N/A	N/A	N/A	H/A	H/A	K/A	N/A	H/A	N/A	N/A ·	N/A	H/A	H/A	H/A	H/A	N/A	N/A
	81	800/1900 WHX		52°-0°	150°	500 MHz	RRH-C2		1	2	6'	15'	2					
≾ĕl	14		P85-18-XLPP-RR	32 -0	150	1.9 CHz	RRH-P4	,	0	4	3,	_ "		l	150*	N/A	1-1/4"	N/A
BETA	82	N/A	K/A	H/A	N/A	N/A	H/A	N/A	N/A	R/A	H/A	N/A	H/A	H/A	H/A	N/A	NYA	N/A
ام	163	N/A	H/A	H/A	N/A	N/A	N/A	N/A	H/A	N/A	N/A	N/A	H/A	H/A	N/A	H/A	N/A	N/A
		800/1800 MHz				BDO MHz	RRHC2	1	1	2	6,	15'	0					
₹ 5	Cì	eddy 1800 Mist	PES-18-XLPP-RR	44'0"	27cr	1,8 GHz	RRHP4	1	٥	4	3'		5	7 <u> </u>	130"	H/A	1-1/4*	R/A
GAWA SECTOR	C2	H/A	K/A	R/A	N/A	N/A	N/A	N/A	H/A	N/A	N/A	N/A	H/A	H/A	N/A	N/A	NÝA	H/A
0	C3	N/A	N/A	N/A	K/A	N/A	N/A	H/A	H/A	H/A	N/A	N/A	H/A	H/A	H/A	N/A	N/A	H/A

NOTE: THE INFORMATION PROVIDED ABOVE MUST BE VERRIED BY THE CONTRACTOR PRIOR TO GROENING/ INSTALLING ANY EQUIPMENT.

ROVIDE CONTRACTOR'S MATERIAL MD TEST CERTIFICATE TO DISTRICT











PROJECT INFORMATION:

NETWORK YISON MMBTE LAUNCH SAN FRANCISCO GENERAL HOSPITAL SF54XC211-A

955 POTRERO AVENUE SAN FRANCISCO, CA 94110 SAN FRANCISCO COUNTY

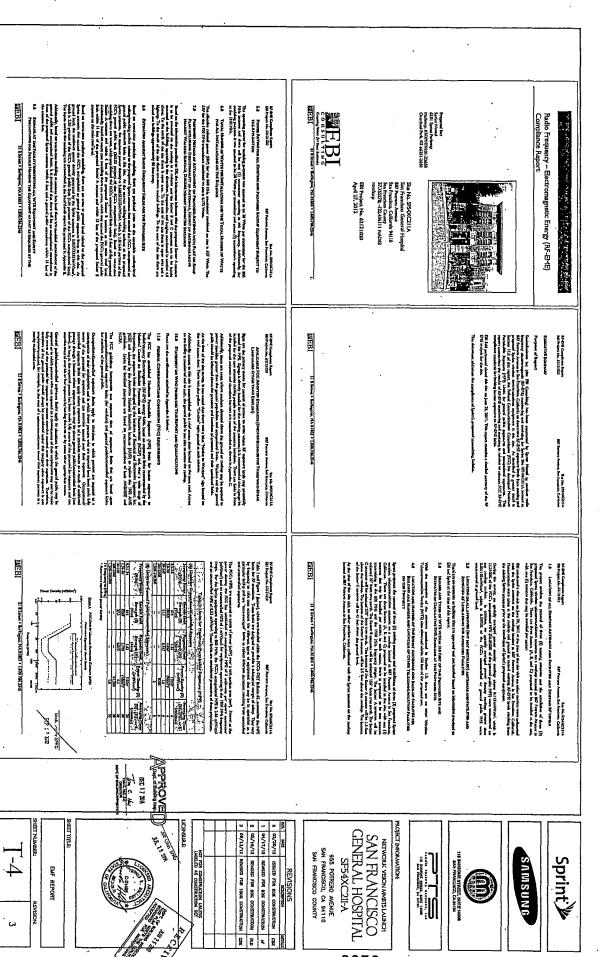
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۵	03/20/12	ISSUED FOR 90% CONSTRUCTION	CEX
1	04/17/12	REVISED FOR 90% CONSTRUCTION	AF
2	05/16/12	REVISED FOR 80% CONSTRUCTION	8LD
3	08/13/12	REVISED FOR 100% CONSTRUCTION	CBX
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	HO	FOR CONSTRUCTION UNLESS RELED AS CONSTRUCTION SET	



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ANTENNA SPECIFICATIONS & SCHEDULE

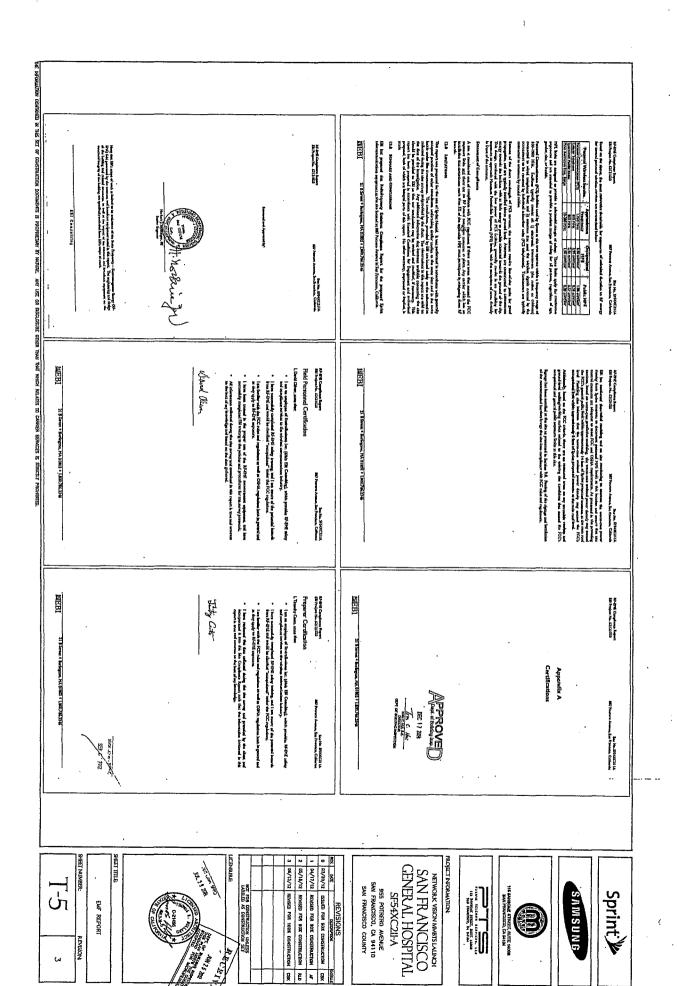
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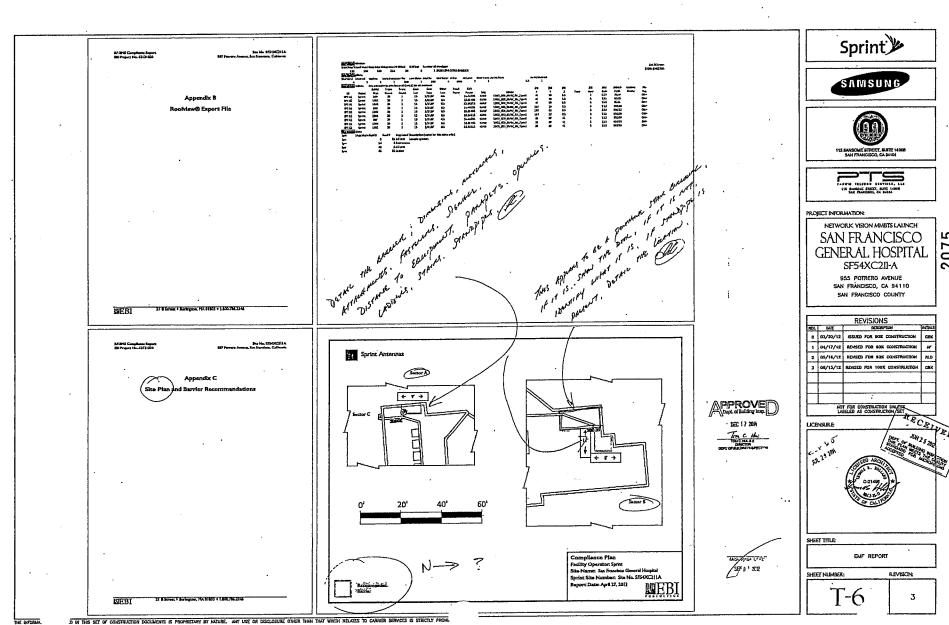
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ID IN THIS SET OF CONSTRUCTION COCUMENTS IS PROPRIETARY BY MATIKE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RETAINS TO CHRUNK SERVICES IS STRICTLY PROM

2073







2.06 Submittel Regularments for Callular Antenna Sites REFERENCE: 2010 SFBC, 2010 SFFC, 2010 SFMC and FCC OET Bulletin 65 (97-01) PROVIDED. SEE SHT, T-1 1. Provide a description of work on the plans. 2. Plans shall include plan views and elevations showing all equipment locations and cable runs. 3. Plans shall include antenna cut-sheets and equipment list on a drawing sheet. PROVIDED, SEE SHT, T-3 & 4. Include a copy of the signed and stamped RF report on a drawing sheet as a reference to identify SEE SHT. T-4, TS & T-8 the exclusion area required to prevent occupational exposures in excess of the FCC guidelines (47CFR1.1310 and FCC OET Bulletin 65 edition 97-01). 5. The RF report shall indicate whether or not the site under review is a part of a multiple transmitter SEE SHT. T-4, T5 & T-6 site and shall show compliance with FCC 47CFR1.1307(b)(3), as amended - all transmitters shall not exceed 5% of the power density exposure limit. 6. Drawings shall reflect the striped/exclusion areas for workers per the above RF Report with a SEE SHT. Aminimum radius of 1 foot. 7. Plans shall include a quantifative three-dimensional image of the RF levels from each antenna NOT APPLICABLE torated near an egress point (e.g. panthouse stain fire escape, roof walking paths; skylights, etc.). 8. "Notice to Workers" warning signage, as applicable par the above RF Report, shall be permanently mounted at the stainwell side of the roof-access door (ANSI C95.2-1982 (Reference [3]) -PROVIDED.
SEE SHT. T-4, T6, T-8 & A6 yellow or more durable color for outdoor longevity) 9. Camouflaged antennes shall have 4Inch x 4inch signage permanently mounted to the exterior of NOT APPLICABLE-NO the RF screen as provided below. The sign shall be weatherproof with contrasting background color CAMOUFLAGED ANTENNAS and shall contain the yellow briangle around the antenna symbol (ANSI C95.2-1982 (Reference [3]) yellow or more durable color for outdoor longavity). Signage location(s) and detail of the sign shall be included on the plans.

2.06 Submittal Requirements for Cellular Antenna Sites

NOT APPLICABLE

18. Cables/wiring shall not be allowed in exit enclosures, smoke-proof towers, alevator shafts, or in front of dry standplpes. 2010 CFC 1022.4 and 509.2

PROVIDED, SEE SHT. A-1, A-3, A-4 & A-5

11. Antennas shall not be mounted closer than the exclusion zone plus 4 feet for installations near fire escapes, stair penthouse doors, exterior standpipe outlets, skylights, or other fire department operations consideration.

PROVIDED. SEE SHT. T-4, T6 , T-6 & A8

12. There is no guarantee that the fire department will not shut down the power to the site in an emergency situation stituting in order to reduce the site operator's possible loss of service the following information may be provided at the equipment room entrance:

- Provide emergency shuldown procedure signage. The sign shall include the following:
- 1. Emergency 24 hour/7 day a week NOC / field technician telephone number for RF
- 2 Cell site Identification number
- 3. Map to location of electrical main electrical main shall be clearly identified with a permanent red label and white lettering.
- 4. Map to location of battery cabinets and breakers cabinets and breakers shall clearly identified with a permanent red label and white tettering.
 - 5. Any other relevant information or procedures as required for the individual cellular alte.
- The sign shall be clearly labeled in a phenolic label with a white background and black lettering. The title block shall be a red background and 1" high white lettering. Multiple signs may need to be installed based upon the cellular site configuration.
- A copy of the signage shall be included on a drawing sheet. See attached sample,













PROJECT INFORMATION:

NETWORK VISION MMBTS LAUNCH SAN FRANCISCO GENERAL HOSPITAL SF54XC2II-A

955 POTRERO AVENUE SAN FRANCISCO, CA 94110 SAN FRANCISCO COUNTY

		REVISIONS	
ALY.	DATE	DESCRIPTION	DATE:
۵	03/20/12	ISSUED FOR SOX CONSTRUCTION	CBX
1	04/17/12	REVISED FOR BOX CONSTRUCTION	AF.
2	05/16/12	REVISED FOR BOX CONSTRUCTION	RLO
3	06/13/12	REVISED FOR 100% CONSTRUCTION	CBK
<u> </u>	07/01/14	REVISED FOR 100% CONSTRUCTION	OVC
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SHEET TITLE

FIRE DEPARTMENT CHECKLIST

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FIRE DEPARTMENT CHECKLIST

THE COMENINA JASKESE, CODE LITHORIES, AND BLADAG REPETITION ESTABLISMENT AND BLADAG REPETITION ESTABLISMENT THE PROJECT INJUST USED THROUGHOUT THE PROJECT, TRADE STANDAGE AND PROJECT TRADE STANDAGE ARD IN THIS SET OF CONSTRUCTION DOCUMENTS IS PROPARETARY BY WITHER. ARY USE OR DISCLUSIVE OTHER THAN THAT WHICH RELAYES TO CARRIES IS STRICTLY PRO-ALL FLAIN, MOTHER AND BALL BE EXPONENT FOR AND SKALL RELIEF ALL TALK, MOTHER AND/SK MENDERS METERS, ALL MEDIT COOKS, AND THE TRANSPINSOR HAS DATE OF THE AND THE RESIDENT AND THE TRANSPINSOR HAS DATE OF THE AND THE AND THE COMMITTEE, ALL THE THE AND THE PERSON OF THE PROJECT, MALES CHARGE METERS HE FOR AND COMMITTEE AND THE PROJECT, MALES CHARGE METERS HE FOR I, WIND ALASS OR GLASMA REPLACABINE IS A PART OF THE SEADE OF THE PROJECT CLASS, AND GLAZMAS SHALL COMPLY HAS CHAPTES AS OF THE LIS. CONJUNE ADDRESSES HOW SHALL SHANDARDS FOR ARCHITECTHAN COLUMN ADDRESSES HOW COMPLY WITH PER (42 FR 142), CRR PART 120) I COLUMN ADDRESSES BEING COMPLY WITH PER (42 FR 142), CRR PART 120) I COLUMN ADDRESSES BEING COMPLY WITH PER (42 FR 142), CRR PART 120) I COLUMN ADDRESSES BEING COMPLY WITH PER (42 FR 142), CRR PART 120) I COLUMN ADDRESSES BEING COMPLY TO THE COLUMN ADDRESSES BEING COLUMN ADD 100 : J 455

2. WHEN COMPLETED, THE SUBJECT PROJECT SHALL COUPLY WITH THE CHIPCHENTS. 1. WHEN COMPLETED, THE ENGLECT PROJECT SHALL COUNTY WITH LOCAL SECURITY CODES. CALIFORNIA SPECIFIC CODE COUPLIANCE NOTES:

REMOVED SIMEL BECOME THE PROPERTY OF THE CONTRACTOR AND WILL

42, ANT SUBSTITUTIONS OF JUSTERULS AND/OR EQUIPMENT, MUST BE APPROVED BY HETWORK CHRITER CONSTRUCTION MANAGER.

EDRENK CHYRACTOR SHALL COMBINATE AND SEPA APPROVAL OF ALL FORMS DAMA, MESTLATION AND/OM AUTOCATIONS SHALL REPORT FORE WASTALADIN SELECTIONS OF THE CONTRACTOR SHALL REPORT FORE MESTLALADIN SELECTIONS TO AND ARCHITECT,

RELIANDS FROM THE SITE WITH THE FOLLOWING EXCEPTIONES:

A. PROPERTY NOTED TO BE RETURNED TO THE OWNER.

B. PROPERTY NOTED TO BE REJUNCED BY THE OWNER.

THE CONTRACTOR HAS THE REPOSSBELLY OF LOCATION ALL DESTRING CULTUS SIGNED AN INTERSORY OF THE PLANS, LAVIE WAS DESCRIPTION FOR PROTECTION THE PLANS HE CONTRACTOR AND SIRECURFACTOR SHALL EAR THE DESCRIPTION DAVID HE PLANS LAVIE WAS LAVIED AND THE PROPERTY DAVID HE WAS AND THE PROPERTY DAVID HE WAS AND THE WAS AND T

THE CONTINUTION SHALL BE RESPONSIBLE FOR THE COMPLETE SECURITY OF THE JOB STE WALF WORK IS AN PROCESSES UNTIL THE JOB IS COMPLETE.

40. COMPACTOR SALL DOCUMENT ALL CHARGES MADE IN THE FIELD BY LURGHIG IP (REDLINING) THE APPROVED CONSTRUCTION SET AND SEBURITHE THE REQUIRED ALONG WITH PHOTOGRAPHS PER HETWORK CARRIER REQUIREDMENTS.

THE COMPACTOR SIMIL STUDY THE STRUCTURAL ELECTRICAL MOTE, DIMENSION, AND ALL REDURENBERTS PRIOR TO THE START OF ANY WORK.

I THE MEDITATION SHOULD HAVE DEST EFFORT IN SET UNITE IN THE CONTRIBUTION OF C THE A CHIEF OF THE COMMISSION AND APPROXIMENT AND SHALL BE ATTEM A PILE SECTION OF HE COMMISSION AND SHALL BE ALL BEAUTH AND AND A COMMISSION AND SHALL BE ALL BEAUTH AND A COMMISSION AND A COMMISSION AND A COMMISSION AND A COMMISSION AND A CHIEF THE STRUCTURAL COMPONENTS OF ADJACENT CHARTINGTION ON FACILITIES ARE THE COMPONENTS OF THIS CONSTRUCTION PROJECT UNLESS NOTED OTHERWISE. CHIER, COMPACTOR, AND RETWORK CHRIBER REPRESENTATIVE SAULT REVEN AND CHIEFA THAT PROJECT SCIPE, DESIGN WITERT AND UTILITY COGREWATTRY THESE ARE INCLUDED BY THE REPRESENTAGE AND SPECIFICATION. PRINT TO IT SUMMERSON OF BUILD, CONTINUENTES MACHAN SHALL THE
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OF THE ASIA BUT TO SUMMERS TRIBUTINES THE ASIA BUT TO PRINT HE ASIA BUT TO THE ATTITUTION OF THE
ASSUMMENT OF THE ASIA ASIA BUT THE ASIA B 11X17 COPIES OF DRAWAUS ARE NOT TO BE SCALED UNE TO DESCRIBING PREJUDING PROM WOLD'NE BEPROCRAFACE COPIES, WATER DIMENSIONS TAKE PRECEDENCE OVER SCALES SHOWN ON PLANS. ALL, WORK PERPORUD ON THE PROJECT ALONG WITH ALL, AUTRILIANS LIGHTLY BY THE PROJECT ALONG WITH ALL APPLICATIONS CONTINUED AND ALL APPLICATIONS OF THE PROJECT CO THE CONTRACTOR SAWL PERFORM WORK DURNES OWNER'S PREFERRED HOURS TO AVOID DISTURBING NORMAL BUSINESS OR TEMAKIS. THE CONTINUEDA SHALL ELAPONES AND ORBECT THE PROJECT DESCRIBED IN THE CONTINUEDA SHALL ESCRIBED THE CONTINUEDA SHALL BE SOLDEY RECURSORS FOR ACCORDINATE SHALL BE SOLDEY STRUCKES AND ORBECT THE PROJECT THE CONTINUEDA THE CONTINUES OF THE WORK UNIDED THE CONTINUES. trande. Onde heimank charier þroof af Incipise(s) rathong þe æ þo E camiðaltis hamig retmark charier as additokal asstreng þe æ þo E GUERAL CANTRACTIA, SVAL. REENÉ WRITEN ATRIORIZATION PROJECTION PRO STARTING WORK CH ANY TOLL HOT CLEATY DEPHED BY THE UNIT TO STARTING WORK CH ANY TOLL HOT CLEATY DEPHED BY THE UNIT TOLL HO smise ou aveces coch codes ou coompaces and euschoner notes Bong to transfolder/2/verdou,2 2460242410717 intera notes Dovinaciou shaft milat y tenemen. Yao mylemat 36. COMPRACTORS TO IDCULLERT, ALL WORK PERFORMED WITH PHOTOGRAPHS NO SUBJUIT TO NETWORK CARRIER'S REPRESSHAINE MANG WITH RECLINED CONSTRUCTION SET. 37. WHEN APPLICABLE, CONTRACTION IS RESPONSIBLE TO CALL, COORDINATE AND UNIVERSABLE TO CALL, COORDINATE AND EACH, AMOUNT PROPERTY LOCATES DAGED ON SPECIFIC SITE REQUIREMENTS. 34. ALL DEBRIS AND REFLES SHALL BE READINED FROM THE PROJECT PROJECTS AND LETT IN A CLEM SIGNED CONTINUE AT ALL THES BY EACH THADE AS THEY PERFORM THEIR DWN PORTION OF THE WORK. 33. THADES INDICASED IN THE PROJECT SHALL BE RESPONSIBLE FOR THEM OWN THE HOUSE, PARCHICE, ETC., SO AS TO BE PREPARED PROPERLY BY THE WORK OF OTHER TRACES. A PEHINT TO DO SO TROW THE CONSTRUCT STORMER OF ALL MINERALS.

A PEHINT TO DO SO TROW THE CONSTRUCT STORMER OF ALL MINERALS. 36, SEE CASE DRAWINGS FOR ADDITIONAL SITE INFORMATION. CUTION CULL BEFORE YOU DIG BURED UTILITIES EXIST IN THE AREA AND UTILITY INFORMATION SHOWN MAY HOT BE CHIPLETE, CONTACT THE ORE-CALL UTILITY LOCATE SERVICE A LIMITUAL OF 46 HOURS PRODE TO CONSTRUCTION. ISTROMEN LORSEM DIES HOT GLUBHNITES MY PROLIETS, ROLDENS AND CREATE MAY ERIFFICIAL MAN DE MAN STEUT EN MAN STEUT EN MAN STEUT EN DAME THROUGH THE COUPHAY OR MAINSTAITES PROMOTE THE PRANCE TOTALES AND ERIFFACT EN MAN STEUT EN M othermy: Objesmy hat compinons unless ittistivated wid moted WHERE SPECIFED, WITERALS TEXTING SHALL RE TO THE LATEST STANDARDS AND/OR REASONS ANALIABLE AS REQUIRED BY THE GOVERNING ACCION RESPONSIBLE FOR RECORDING THE RESILITS. THE COMPRACTION IS TO PROVIDE PROTECTION FOR ALLIQUING PROPERTIES FROM PRICECL HARM, NOISE, DUST, DIST, AND FIVE AS REQUIRED BY THE COMPRISHED ALLICIES. THE CHATAMOTOR SMUL PROVIDE ALL NECESSARY BUCKING, BLOCKING, AND/ON OTHER MOTIODADE DENCES REQUIRED FOR THE INSTIGLATION OF PACHERS, HECKMOL, EDIMPHOR, FAUNDRY, MORPARE, MID PHISM TIELS TO UISLINE A PROPER MYD CODE COMPUNAT INSTALLATION. NEW CONSTRUCTION INSTILLED ADJACENT ENSTRIA BILLDRIGG OR CONSTRUCTION SMALL ACCRITECTURALLY WATEN THE EXISTING IN TERMS OF COLOR, TEXTURE PASSY MATERIALS, ETC., EXCEPT AS NOTED IN THE PLANS AND SPECIFICATIONS. EMPRACING SHALL KEDS CENERAL WORK AREA CIESA WID HAND THEE DRIANG COMERNICADO EXPONOUS OF ALL JAKE, DEBRISS, AND REIDESM, CARRIAGRISS SHALL RELIGIESS. SIES SHALL BL. LEFT IN CLEMA COMICION THE PRICESSY ON PROJECTION. DUST, ON SAUDICES OF ANY HATURE, AND FREE PRICE PART SPOTE, DUST, ON SAUDICES OF ANY HATURE. COMPANITION TO PROMISE A POSTABLE PRIE EXTRICALISMEN WITH A RATING OF MOTI LESS THAN 274, PRE 7-ALDES WITHOUT 75, PET TRAVEL DISTANCE TO ML. PORTIONS OF PROJECT AREA DURING CONSTRUCTION. BRILDING PASPECTIORS AND/OR OTHER BILDING DYFIDLAS ARE TO BE HOTIFED PRINT ID ANY GORDINAR DETINENANCE CONSTRUCTION, AND ANY OTHER PROJECT EPFORT AS LANDATED BY THE CONFERING ACENCY. SCH, ALL PRIFFICATIONS WITHIN FRE—PAIDD ANGAS WITH ULL LISTED OR FINE MARSHALL APPRIADED MATERIAS IF APPLICABLE TO THE SUBLICIT FACILITY AND ON PROJECT SITE. WHEN ROOT TOP OR TOP ROOM ECON TELEMENT SHARM OF IS REQUERED, MATERIALS SHALL ER PRICE PORTREINTO DOOR ROULE FRAUED FLOAGE OR ROOMS SO AS HOT TO EXCEED THE CESSIVED LACE LOADE FOR THE STRUCTURE. TELEMENT SCHOOL ROOM SHARMED ST OF IE FRANCIDE MEMBER THE STRUCTURE COESN'T MAKE THE CESSIAL STRENCTH FOR ADMINISTRATION, LANDROOM, NUMERICAL PARE NECESSARY PROFESIONS TO PROTECT EXISTING SOUTHERS, PANIES, CHIRANG, CHIRANG CHISTINGTION, UPON PARENTIA PROPERTIES, PANIES, CHIRANG, SHALL REPUBL AND TANAGET THAT HAY FALLED DIE TO CONSTRUCTION ON OR ADMICENT TO THE THE WEST OF THE WAS ENGLASSING THE WAS A STATE OF T SIN THE CASE OF INSTRUMENT WITH THE INSTRUMENT OF INSTRUMENT WHITH INSTRUMENT AND INSTRUMENT OF INST 47. ALL ANTENNAS HOLINTED ON ROOF SUPPORT FRANCS TO BE PROVIDED BY NETWORK CHREEK. CONTRACTOR SAUL BE RESPONDED TO SET DECIRONO THIS FOR HEMY INSTALLED ANTENNAS UNDER THE COMMINION THAT THE CO BEIGN THE MOSILATION SLICK THAT THE ACCULANTE CONTROLLER CAN BE ORDERED AND INSTALLED. THE OC SHALL PROMDE MATERIALS LIST (BOW) TO THE HETWORK CARRIES REPRESENTATIVE PRIOR TO CONSTRUCTION. General Chaptactor Small Detain, Reney and execute all Newhork Carder Construction Standbers (Lost Recent Revision) as a part of This Bio and denstruction fracect. EDERAL CHITACTOR SHALL DRIVAL REVIEW AND EXECUTE ALL HETWORK CHARGE CHAR GRIPH, A DIS COMMUNICS SMIL, USE STANLESS STELL METAL LOCKING TES FOR ALL COLLINS TO SMICH, PAR ALL COLLINS TO SMICH, AND THE COMPACTOR SAVAL PROVIDE ADEQUATE PROTECTION FOR THE SAFETY OF THE OMERSES EMPLOYEDS, WORKMEN, AND ALL TIMES DURING THE CONSTRUCTION OF THE PROJECT. IN THE CASE OF ROUTINES WASHINGTON THE FOURTH PROTECTION, WITHOUT STATES OF THE THREE PROTECTION OF THE THREE PROTECTION OF THE WASHINGTON CONTRACTOR SAUL REPLACE EXISTING LANDSCAPE VEGETATION DAMAGES DUE TO CONSTRUCTION ACTIONS, AND REPUR, RESTORE AND MODIFY EXISTING REBUGATION LIKES IN PLEESSANKY TO OPERATING CONDITION, PROVIDING RULL CONFIDADE TO LIPACTED AREAS. COMMACTIOR SHALL PATCH AND REPAIR ALL GROUND SUMPACES WITHIN THE CONSTRUCTION AMERIA, AS RECESSION TO PRODUCE A UNIPORAL SURFACE AND MAINTAIN EXISTING SUMPACE DIANNAME SLOPES. CONTRACTOR SHALL PRODUS HEAV STEEL, PLATES AT OPEN TRENCHES FOR SLAFETY AND TO PROTECT EXISTENC AROUND SURFACES FROM HEAVY ECUPIALDAY UTILIZED DURHID CONSTRUCTION. CHARLESTEE PARK CHARLESTEE GRAD. STOBIALS: E THE PASTING BROX CANDONIN DHILSTO COCCEDITION ------ GROUT OR PLASTER Acon endowners Ï SHILSONG HIGH Three Many GRMS COMMT CYBIE SECTION REFERENCE РИО, МОНИМЕНТ CTGMGTG DOWN DATES OF THE PROPERTY OF WHEN WIN CONDUCTORS GROUND CONDUCTO THE HOLY TICH THE TELEPHONE BOX ELECTRIC BOX TEM SSECON UNITED RECHARICAT GENO and sing colored STECTACAL CONOUS прочес эноназац PROPERTY/LENSE LINE ELEVATION REFERENCE DELYIT SELÊKEHCI CRUD REFERENCE

路13萬 GENERAL NOTES & SYMBOLS JUN 25 20E) **ы** .

APPROVED

Robert Chun, DBI SEP 27 7012

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Ton C. His.

05/15/12 DA/13/12 REVISED FOR 100% CONSTRUCTION \$1/17/10 MEETED AS CONSTRUCTION SEL REVISED FOR 80% CONSTRUCTION PLD SSUED FOR BOX CONSTRUCTION REVISED FOR MOS CONSTRUCTION

DAT 20/12

SF54XC2II-A

955 POTRERO AVENUE
SAN FRANCISCO, CA 94110
SAN FRANCISCO COUNTY

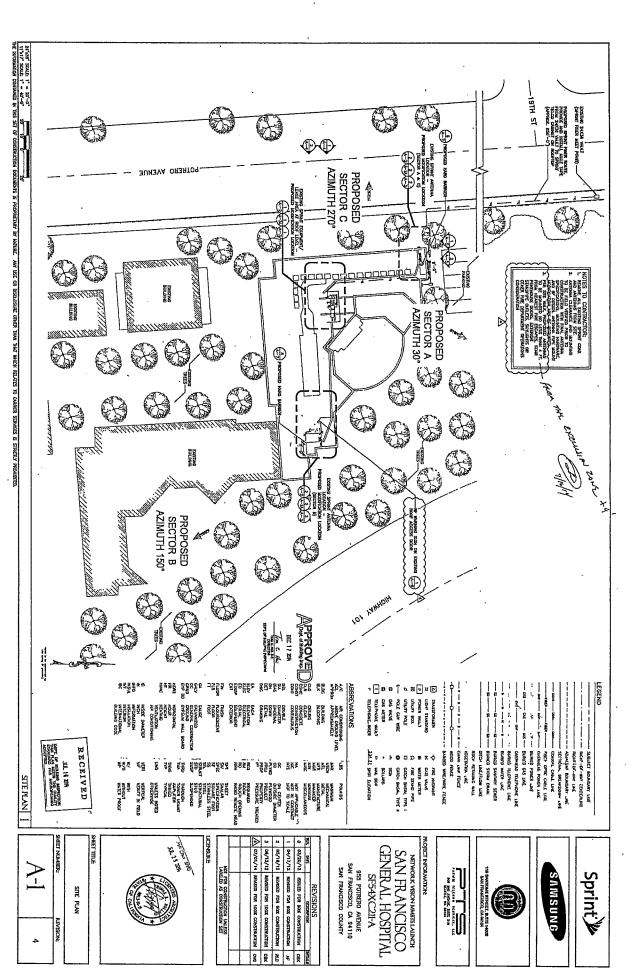
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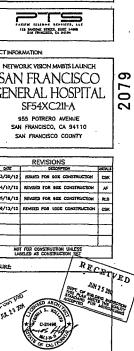


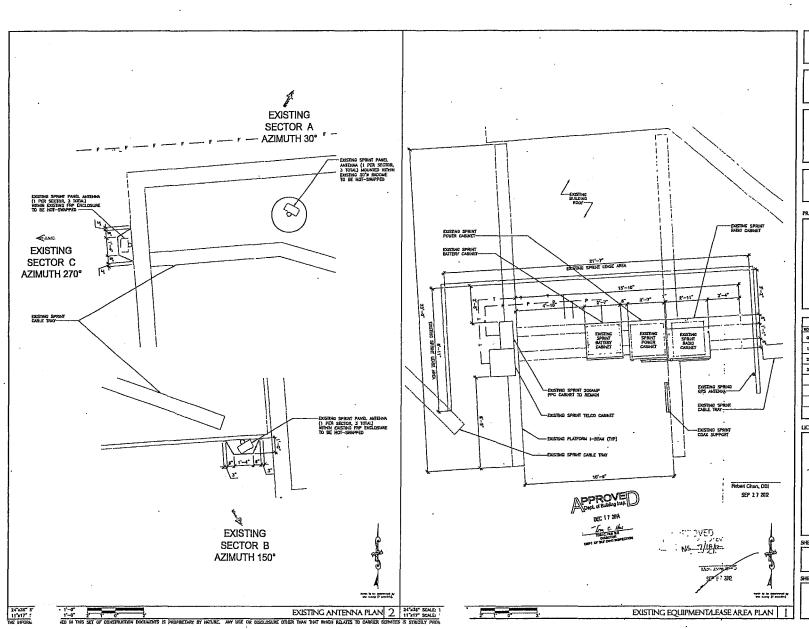


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SAN FRANCISCO GENERAL HOSPITAL

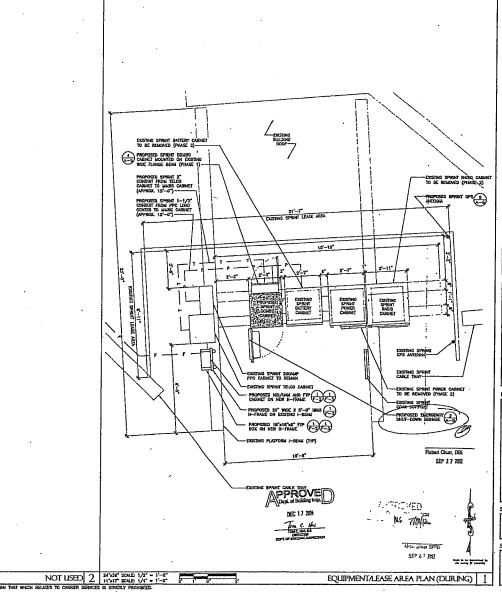
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PROJECT INFORMATION:

NETWORK VISION MIMISTS LAUNCH SAN FRANCISCO GENERAL HOSPITAL SF54XC211-A

955 POTRERO AVENUE SAN FRANCISCO, CA 94110 SAN FRANCISCO COUNTY

		REVISIONS	
KEV.	DATE	DESCRIPTION	MUM
0	03/20/12	ISSUED FOR SOX CONSTRUCTION	CBK
1	04/17/12	REVISED FOR ROX CONSTRUCTION	AF.
2	05/15/12	REMSED FOR BOX CONSTRUCTION	RLD
3	06/13/12	REVISED FOR 100% CONSTRUCTION	CSK
		FOR CONSTRUCTION UNLESS RELED AS CONSTRUCTION SET	



SHEET TITLE

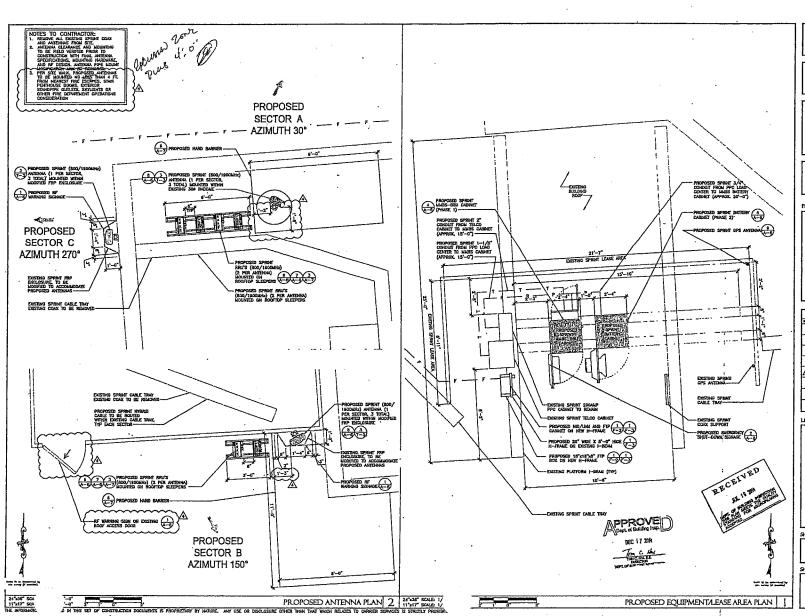
EQUIPMENT/LEASE AREA PLAN (DURING)

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DIQUERRO SHEET











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PROJECT INFORMATION:

NETWORK VISION MMBTS LAUNCH SAN FRANCISCO GENERAL HOSPITAL SF54XC211-A

955 POTRERO AVENUE SAN FRANCISCO, CA 94110 SAN FRANCISCO COUNTY

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0	03/20/12	ISSUED FOR 90% CONSTRUCTION	Cax
1	04/17/12	REVISED FOR JOK CONSTRUCTION	AF
2	05/16/12	REVISED FOR BOX CONSTRUCTION	RLD
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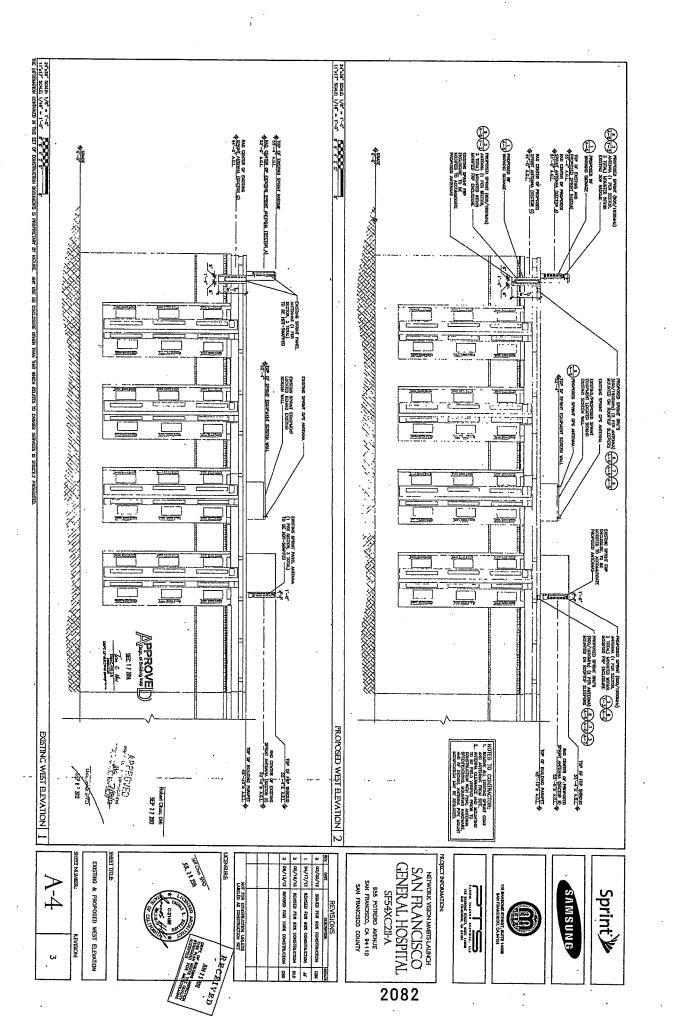


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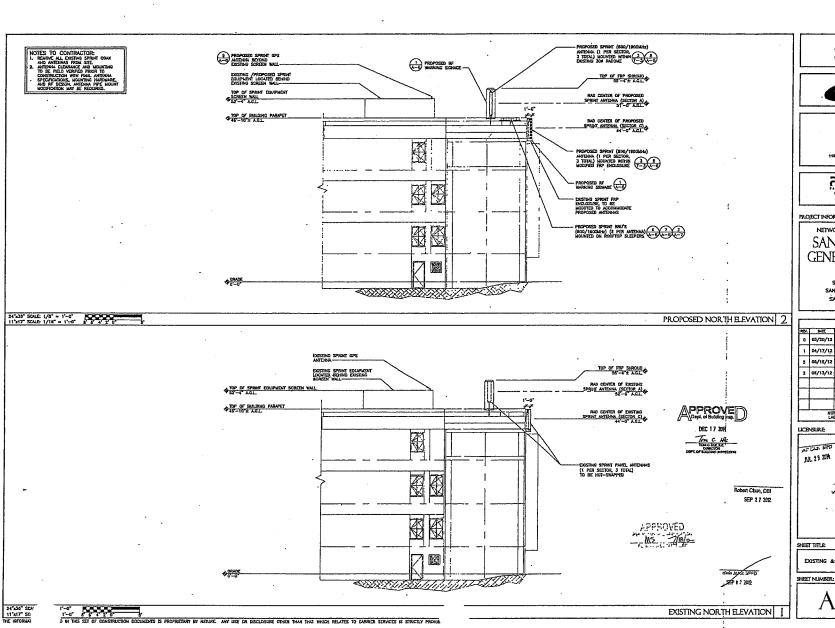
PROPOSED EQUIPMENT/LEASE AREA PLAN & ANTENNA PLAN

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PROJECT INFORMATION:

NETWORK VISION MMBTS LAUNCH SAN FRANCISCO GENERAL HOSPITAL SF54XC2II-A

955 POTRERO AVENUE SAN FRANCISCO, CA 94110 SAN FRANCISCO COUNTY

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٥	03/20/12	ESSUED FOR 90% CONSTRUCTION	CSK
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2	05/16/12	REVISED FOR 80% CONSTRUCTION	RLD
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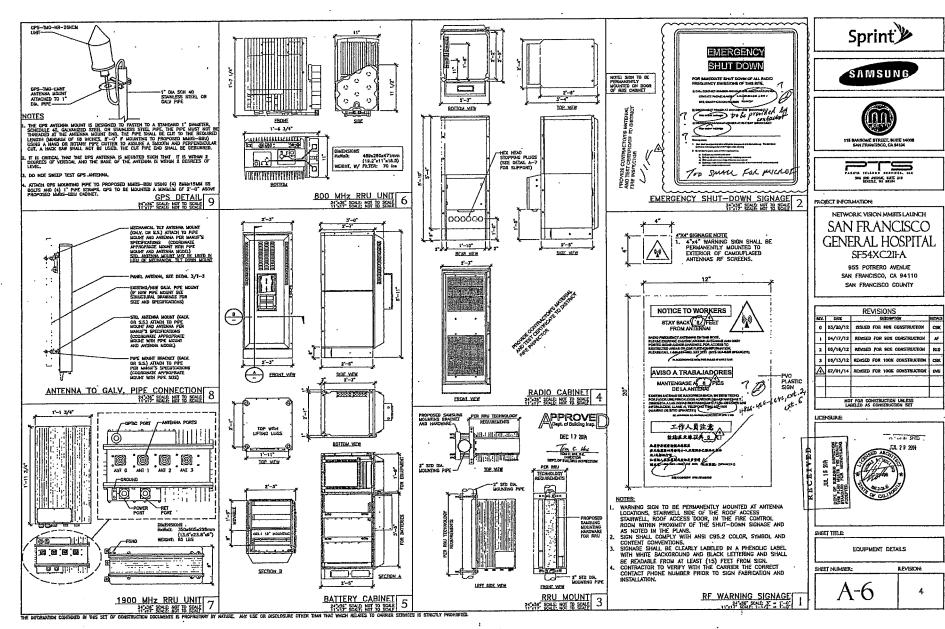
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EXISTING & PROPOSED NORTH ELEVATION

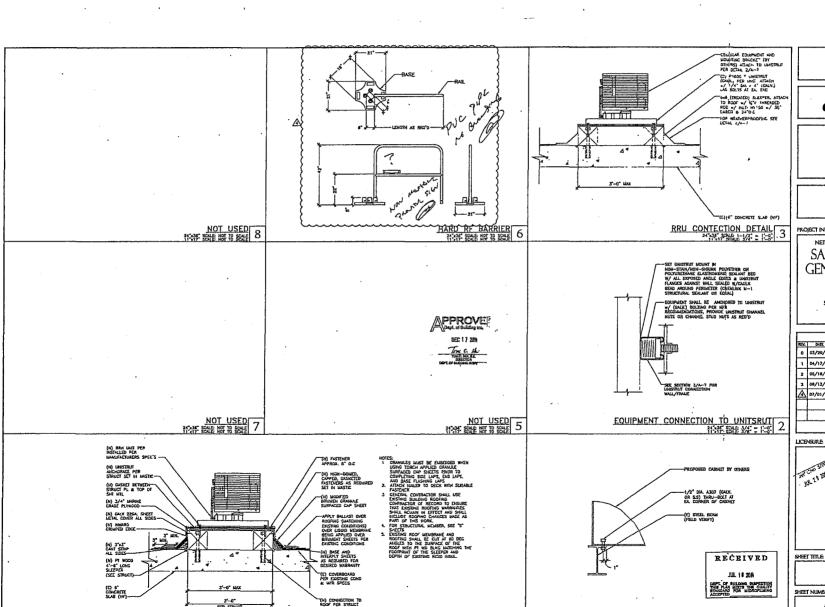
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WHID IN THIS SET OF CONSTRUCTION DOCUMENTS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO CARGER SERVICES IS STRUCTLY PRO.









PROJECT INFORMATION:

NETWORK VISION MMBTS LAUNCH SAN FRANCISCO GENERAL HOSPITAL SF54XC2II-A

955 POTRERO AVENUE SAN FRANCISCO, CA 94110 SAN FRANCISCO COUNTY

	REVISIONS					
REV.	DATE	DESCRIPTION	DOTAL)			
٥	03/20/12	ISSUED FOR BOX CONSTRUCTION	CBK			
1	04/17/12	REVISED FOR SOS CONSTRUCTION	AF			
2	05/15/12	REVISED FOR ROS CONSTRUCTION	R 40			
3	08/13/12	REVISED FOR 100% CONSTRUCTION	СВК			
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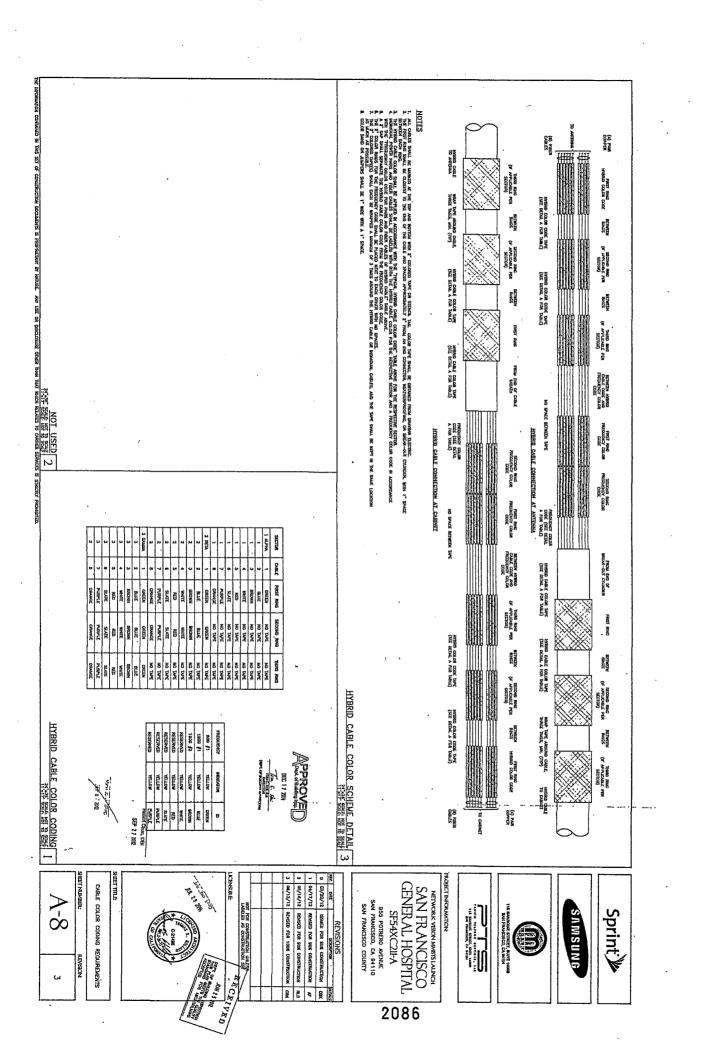


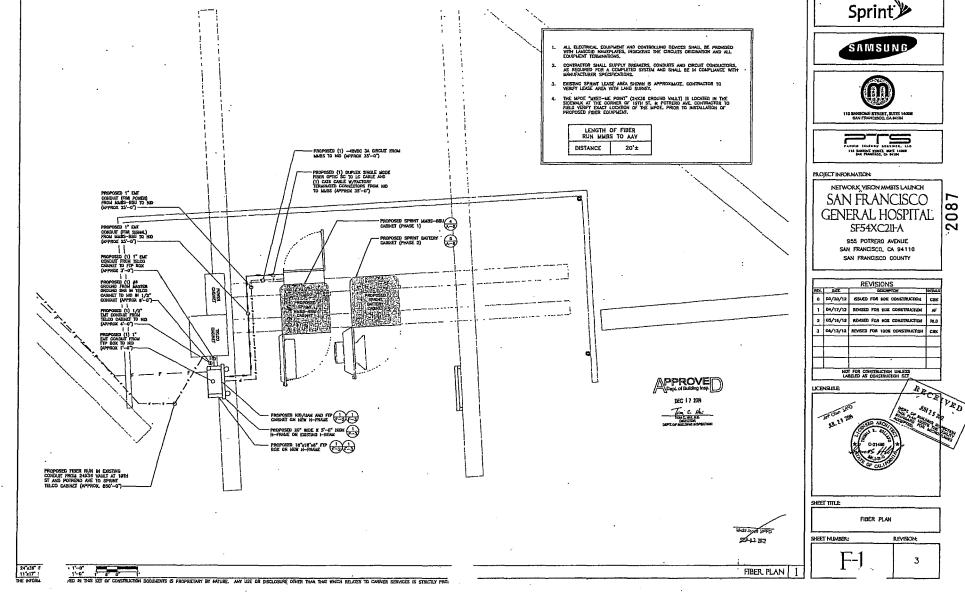
EQUIPMENT MOUNTING DETAIL

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EQUIPMENT DETAILS

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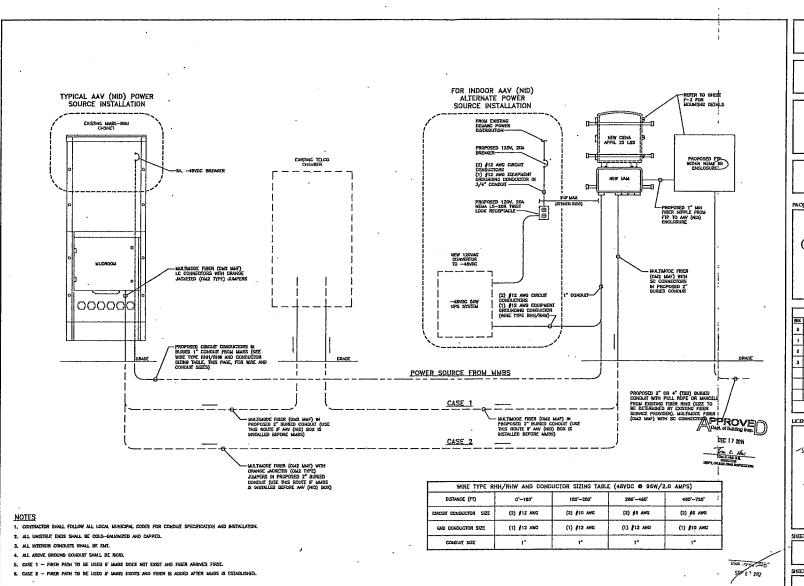




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PROJECT INFORMATION:

NETWORK VISION MARITS LAUNCH SAN FRANCISCO GENERAL HOSPITAL SF54XC211-A

955 POTRERO AVENUE SAN FRANCISCO, CA 94110 SAN FRANCISCO COUNTY

		REVISIONS	
REV.	DOE	DESCRIPTION	WITH.
0	03/20/12	ISSUED FOR BOX CONSTRUCTION	CBK
1	04/17/12	REVISED FOR BOX CONSTRUCTION	AF
2	05/16/12	REVISED FOR SOX CONSTRUCTION	RLD
3	08/13/12	REVISED FOR 100% CONSTRUCTION	CSK
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FIBER ONE—LINE DIAGRAM

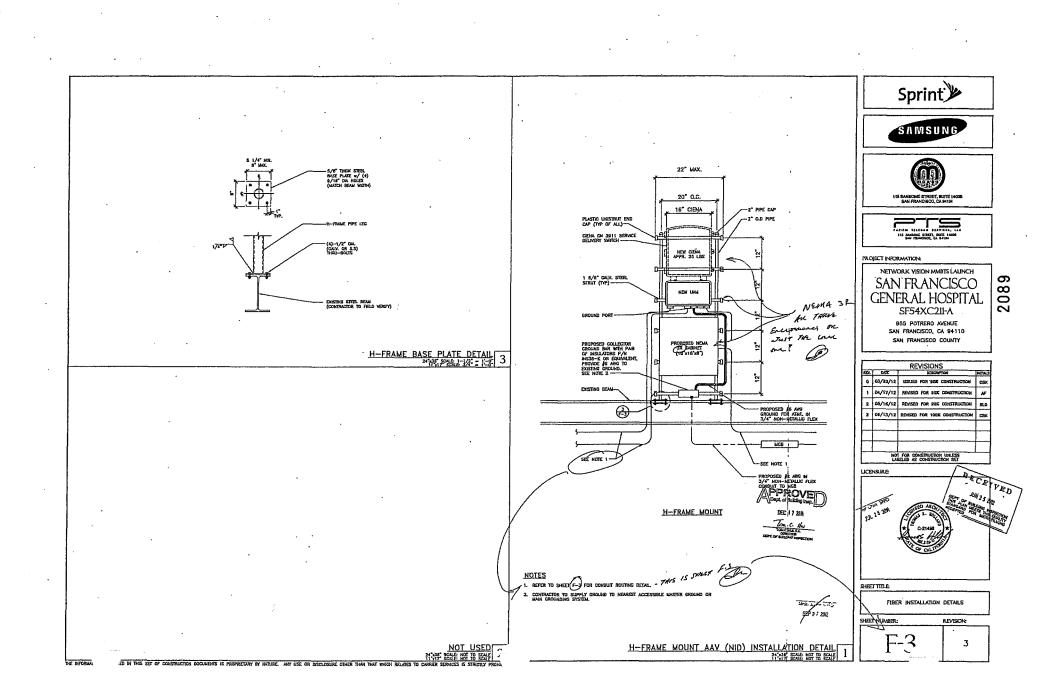
FIBER ONE-LINE DIAGRAM

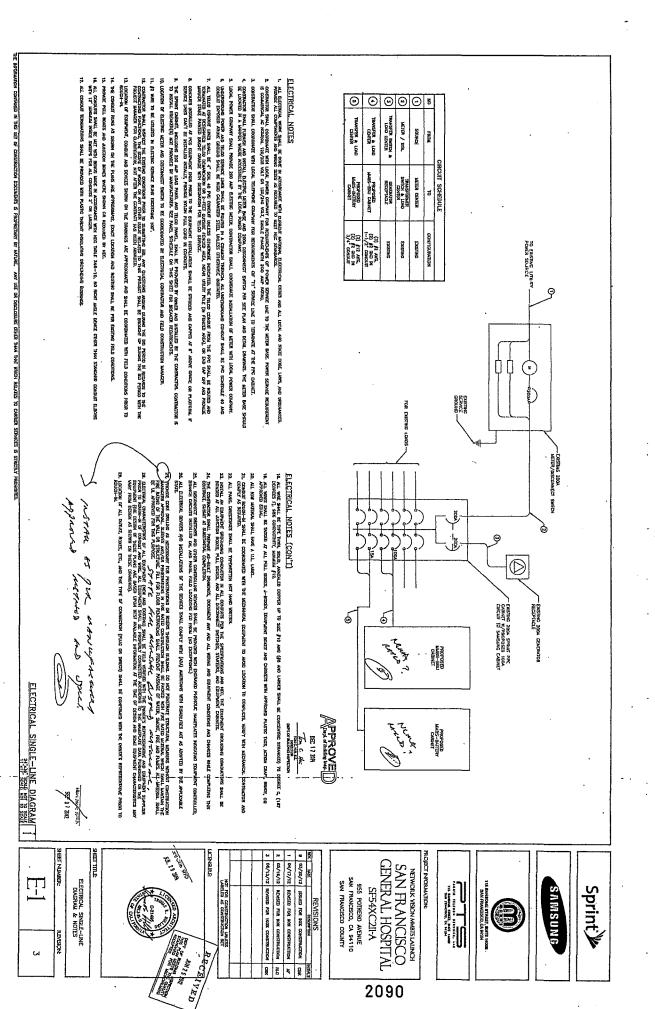
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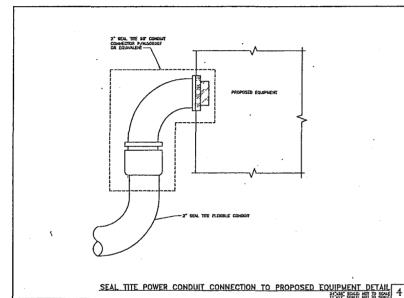
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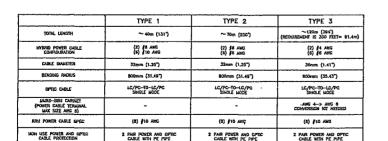
LE PROPRIATION CONTAINED IN THIS SET OF CONSTRUCTION DOCUMENTS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO CARRIEN SERVICES IS STRICTLY PROHIBITION.

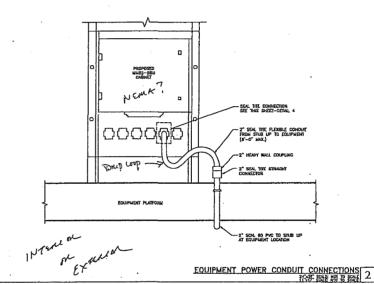


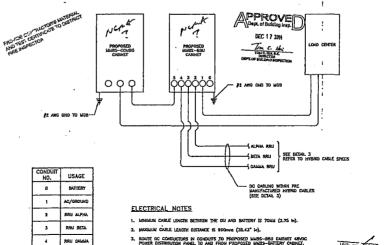




















PROJECT INFORMATION:

NETWORK VISION MABITS LAUNCH SAN FRANCISCO GENERAL HOSPITAL SF54XC211-A

955 POTRERO AVENUE SAN FRANCISCO, CA 94110 SAN FRANCISCO COUNTY

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POWER DIAGRAM 1

DC POWER DIAGRAM & POWER CONDUIT DETAILS

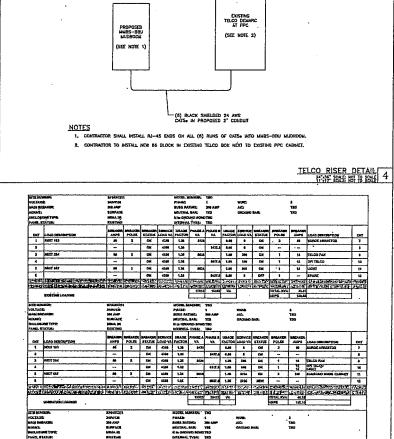
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HYBRID CABLE TYPE 3

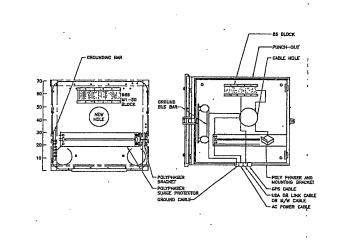
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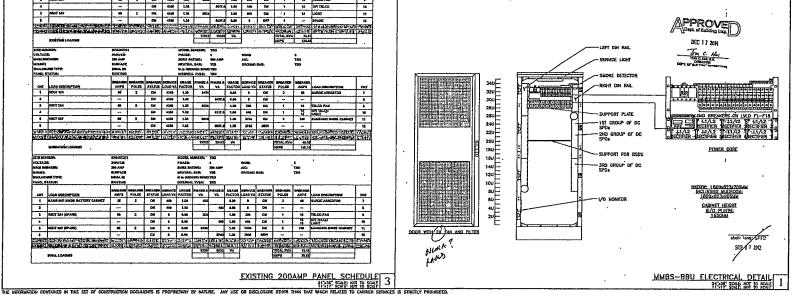


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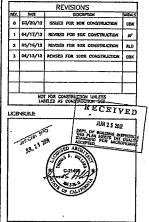


PROJECT INFORMATION:

MUDROOM ELECTRICAL DETAIL 2

NETWORK VISION MMBTS LALINCH SAN FRANCISCO GENERAL HOSPITAL SF54XC2II-A

955 POTRERO AVENUE SAN FRANCISCO, CA 94110 SAN FRANCISCO COUNTY

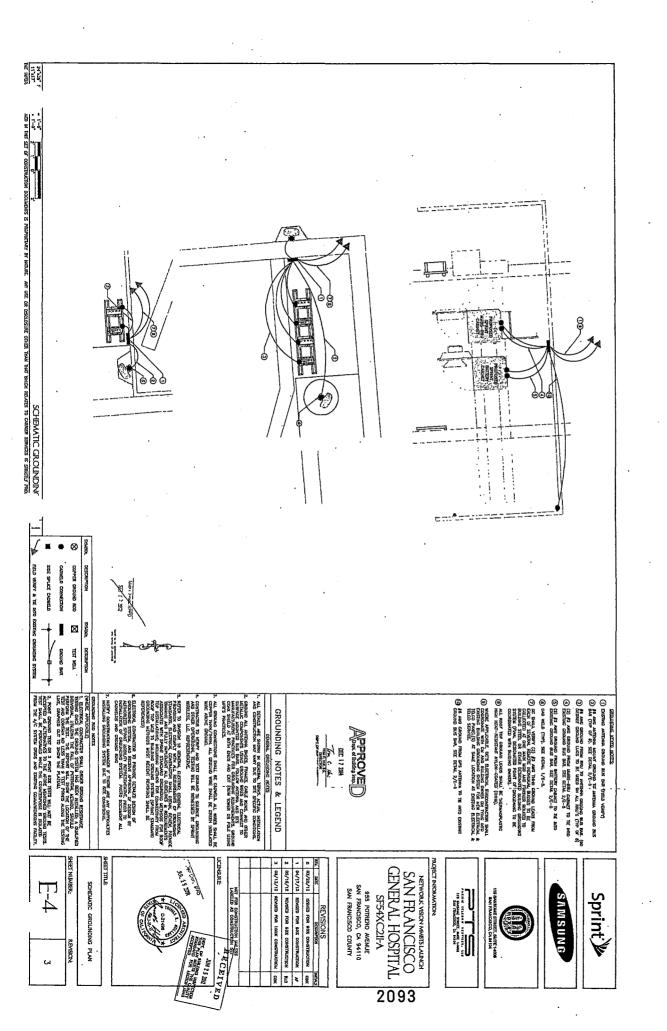


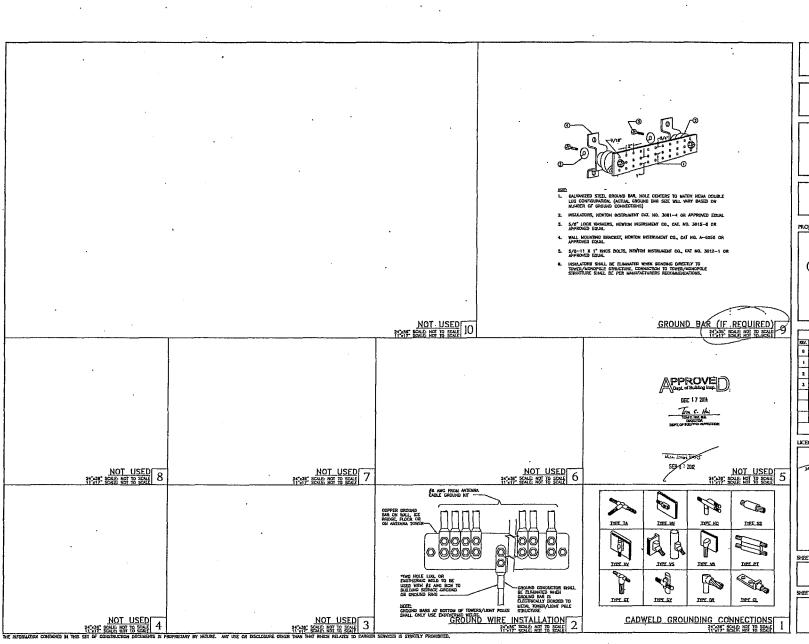
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REVISION











PACUTE PELECON SERVICES, ALE
115 SANEGUE STREET, SUIT 14008

PROJECT INFORMATION:

NETWORK VISION MMBTS LAUNCH SAN FRANCISCO GENERAL HOSPITAL SF54XC211-A

955 POTRERO AVENUE SAN FRANCISCO, CA 94110 SAN FRANCISCO COUNTY

		REVISIONS	
Mey.	DATE	DESCRIPTION	MITTHE.
0	03/20/12	ESSUED FOR BOX CONSTRUCTION	СВХ
1	04/17/12	REVISED FOR 90% CONSTRUCTION	AF
2	05/18/12	REVISED FOR SOX CONSTRUCTION	RLD
3	06/13/12	REMISED FOR 180K CONSTRUCTION	CEN
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	NO	FOR CONSTRUCTION UNLESS	



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GROUNDING DETAILS

SHEET NUMBER:

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REVISION

EXHIBIT D

CONDITIONAL USE PERMIT

[see attached]

CONDITIONS AND STIPULATIONS

EFER	APPROVED:	1
TO:	1/1	DATE:
1	Robert Chan. BBI	REASON:
	MODerr - Jugg	
- 1	SEP 2.7 2012	
1	BUILDING INSPECTOR, DEPT, OF BLDG. INSP.	
		NOTIFIED MR.
	APPROVED: Remove 3 antenness Install 3 in chisting	DATE:
- 1	radem	REASON:
	1 00 22 17	
-	PROPERTY EXEMPT FROM ENVIRONMENTAL REVIEW	
	CATEGORICALLY EXEMPT FROM ENVIRONMENTAL REVIEW	1
	CAST MS 7/18/12 DEPARTMENT OF CITY PLANTING	NOTHED MR.
	APPROVED:	DATE:
	Jeff Chin SFFD	REASON:
71	PLEASE NOTIFY FIRE INSPECTOR AT THE START OF WORK (415) 500-3300 Micki Jories SFFD JUL 2 9 2014 SEP 17 7 2012	MEASON:
Z	PLEASE NOTIFY FIRE THE PROPERTY OF WORK (415) 500-3000 Micki James SFFD JUL 29 2014	
	AT THE START OF THE SEP 0 7 2012	
- 1	BUREAU OF THE PREVENTION & PUBLIC BAFETY	NOTIFIED MR.
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	HOUSING PROPERTION DIVISION	NOTIFIED MR.
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	I agree to comply with all conditions or significance of the various bureaus or department noted on this application, and attached statements of conditions or stipulations, which are hardy made a part of this application.	٠ .
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	Number of stachments OWNERS AUTHORIZED AGENT	



APPLICATION FOR BUILDING PERMIT CITY AND COUNTY OF SAN FRANCISCO DEPARTMENT OF BUILDING INSPECTION **ADDITIONS, ALTERATIONS OR REPAIRS**

APPLICATION IS HEREBY MADE TO THE DEPARTMENT OF BUILDING INSPECTION OF SAN FRANCISCO FOR PERMISSION TO BUILD IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS SUBMITTED HEREWITH AND ACCORDING TO THE PESCRIPTION AND FOR THE PURPOSE FORM 3\ OTHER AGENCIES REVIEW REQUIRED FORM B OVER-THE COUNTER SSUANCE HEREINAFTER SET FORTH. NUMBER OF PLAN SETS

♥ DO NOT WHITE ABOVE THIS LINE ♥ DATERLED FLAG FE RESET NO. BLOCK & LOT ·4070-002 1201-41 705 type 10 Notice 6-25.2012 (24) ESTEMATIED COST OF JOS PLNG (MI NEWSELCOST: 1/1/6 344.298 的写了CO 以图如古 DATE: 7-7-12

INFORMATION TO BE FURNISHED BY ALL APPLICANTS LEGAL DESCRIPTION OF EXISTING BUILDING HA) THE OF CONSTR. (BA) NO. OF BASEMENTS AND CELLARS: FUNICITY ESOMMUM MATICAS (BA) DCCUP.CLASS 0 随顺 DESCRIPTION OF BUILDING AFTER PROPOSED ALTERATION (A) MO. DF MASSEMENTS AND CELLARS (7) PROPOSED USE (LESAL USE) (RNO. OF DWELLING UNITE: Ō IT MB Apric It lever him miconins YES CONSTRUCTION? O (13) PLUMENTS
WORK TO BE
PERCONNECT YES CI (12) ELECTRICAL WORK TO BE PERFORMED? YES. HOME FOR CONTACT BY DEPTY 4/5-2000-6523 Thank Count of Son Francisco: 1001 Fetrero the 9/110 existing filmer antennes to be hotswarped with 3 New antennas. 3 existing equipment calinets to re-removed WITH え Nrw モニリルカーバナ KKV

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2.00 A S - 1.00	ADDITIONAL INFORMATION	
(17) DOES (HES ALTERATION) CREATE ADDITIONAL MEIGHT OR STORY TO BUILDING?	TIS OF THE FITTS MERCHANT TO THE CONTROL OF THE CON	\$0, FI
(21) WILL EDENOL IS OVER 15. SIN EDENOL IS SPACE IN. METANGO OF ALTERED?	TES CONTINUE DIRECTORS VES CONTINUE A DESTROR BLOG. CONSTITUE A CO	YES :
the state of the s	Serviced (175) III S. Jackson St. 112 Floor Seattle WA 961	54, C-2147

THE HOLD BENEFIT OF KIPT, 2777 77 Kd. # 110, Walnut clear CA

IMPORTANT NOTICES

recision Building Code, the building people shall be posted on the job. The a for expressed plane and application being last at building site.

Frenchico senting Code, the business previous part of popular for the job. The pitch for reproved plans and replacation leving layer all public plans there on objecting accompanying this application are secured to be correct, as an root the series as shown reviewed distancy showing correct grade from a till complete durate of valueting reals and wall lookings required would be grade provided for approval.

NED HENEM OR BY CODE MAY BE APPEALED.

NOTITO BE OCCUPIED UNTIL CERTURICATE OF PRIVAL COMPLETION IS POSTED BY DING ON PERMIT OF COCCUPANCY GRANTED, WHEN RECURRED.

N. OF, THE APPLICATION DOES NOT CONSTITUTE AN APPROVAL FOR THE ELECTRICAL DE PLUBBING RETALLATIONS. A BEPARATE PERSON FOR THE WINNER AND PLUMBING CONDINGO, DEPONANTE PERSON IS AND FEBRUARD IF MISSINGS IS "YES" TO ANY OF BLESTONS (16) (11) (16) (12) (24) ON (24).

NAS III NOTA BUILDING PERMIT: NO WORK SHALL IS STARTED UNTIL A BUILDING PERMIT IS

1003 to (127, 1/02)

APPLICANTS CERTIFICATION

I HEREN CERTIFY AND AGREE THAT IF A PERMIT IS BOUGH FOR THE CONSTRUCTION
DESCRIBED NATION ARE AND ALL DAYS
AND CREAMING INTEREST WILL BE COMPLED WITH.

FOR ISSUANCE

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APPLICATION NUMBER

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"NOTICE TO: APPLICANT
HOLD HARMLESS CLAUSE. The parameters(s) by accomplanting of the parameters(s) to indescribly and held hierarchises the CBs and County of Bart Francisco from serial signifies they and of Clause, therefore an addition for therespecially insighting the county of Bart Francisco from serial significant parameters (specially of progression of placing both and county of Bart Francisco, and to immune the delimine of the CBs an County of Bart Francisco against all mach clauses, observations or accomplishment of the CBs and County of Bart Francisco against all mach clauses, observations or accomplishment of the CBs."

m under panelly of parjury one of the following declarations

- ()
 - have and will maintain workers compensations instrument.

 Labor Code, for the performance of the work for which the percompensation insurance currier and policy number are: . ..

- III. The cost of the work to be done is \$100 or less.
- (c) I not come process to the content of this sector for peticly this prompt is insured, I shall not virially any person in any previous so set to become subject to the vector's comparisation issue of Collection. I further determinate that it is not extend to the vector of the content of
- 6/25/12

APPLICANT COPY

File No. 151214

FORM SFEC-126: NOTIFICATION OF CONTRACT APPROVAL

(S.F. Campaign and Governmental Conduct Code § 1.126)

City Elective Officer Information (Please print clearly.)

27 000 ()	
Name of City elective officer(s):	City elective office(s) held:
Members, Board of Supervisors	Members, Board of Supervisors
Contractor Information (Please print clearly.)	
Name of contractor: Sprint	
	(0) (1) (1) (1) (1) (1) (1)
Please list the names of (1) members of the contractor's board of difinancial officer and chief operating officer; (3) any person who has	
any subcontractor listed in the bid or contract; and (5) any political	
additional pages as necessary.	communice sponsored or conditioned by the condition. Osc
(1) Board of Directors	
Nikesh Arora	
Gordon M. Bethune	
Ronald D. Fisher	
Admiral Michael G. Mullen	,
Sara Martinez Tucker	·
Robert R. Bennett	
Raul Marcelo Claure	
Julius Genachowski	
Masayoshi Son	
(2) CEO: Marcelo Claure CFO: Joseph J. Euteneuer	·
COO: Gunther Ottendorder	
(3) None	
(4) None	
(5) None	
Contractor address:	
6200 Sprint Pkwy. Overland Park, KS 66251	
Date that contract was approved:	Amount of contract: \$69,600 per year base rent
(By the SF Board of Supervisors)	(2 terms of 5 years each at \$5,800 month
	CPI escalation (no less than 3%, no more than 6%
	\$11,600 Security Deposit)
Describe the nature of the contract that was approved:	
Lease for a Sprint wireless site located at SF General Hospital	•
Comments:	
This contract was approved by (check applicable):	
☐the City elective officer(s) identified on this form	
☑ a board on which the City elective officer(s) serves: San Fr	ancisco Board of Supervisors
	rint Name of Board
the board of a state agency (Health Authority, Housing Autho	
Board, Parking Authority, Redevelopment Agency Commission	
Development Authority) on which an appointee of the City ele	
Development Authority) on which an appointee of the City ele	cure officer(2) identified on this form sits

Print Name of Board

1 life (4aine of Board	
Filer Information (Please print clearly.)	1
Name of filer:	Contact telephone number:
Angela Calvillo, Clerk of the Board	(415) 554-5184
Address:	E-mail:
City Hall, Room 244, 1 Dr. Carlton B. Goodlett Pl., San Francisco, CA 94102	Board.of.Supervisors@sfgov.org
Signature of City Elective Officer (if submitted by City elective officer)	Date Signed
	2.2
Signature of Board Secretary or Clerk (if submitted by Board Secretary or Clerk)	Date Signed