

1 [Telecommunication Ground Lease - Emergency Radio Tower - State of California - San
2 Bruno Mountain State Park - \$43,884 Initial Annual Base Rent - \$175,000 Payment to the
3 State Park Benefit Fund]

4 **Resolution authorizing and approving a 25-year telecommunication ground lease of**
5 **859 square feet of existing emergency radio telecommunications tower and associated**
6 **equipment with the State of California, Department of General Services, and**
7 **Department of Parks and Recreation, as Landlord, for the Department of Emergency**
8 **Management and the Department of Technology at San Bruno Mountain State Park,**
9 **South Hill Site, San Mateo County, at a yearly initial base rent of \$43,884 to commence**
10 **upon approval by the Board of Supervisors and Mayor; and approving payment of**
11 **\$175,000 to the State Park Benefit Fund.**

12
13 WHEREAS, In 1980, the California Department of Parks and Recreation ("CDPR"),
14 took title to San Bruno Mountain State Park ("SBMSP") subject to an existing 1963 non-
15 exclusive easement benefiting the City of Daly City for the installation and use of a water
16 storage tank, water mains and appurtenances; and

17 WHEREAS, In 1997, the San Francisco Board of Supervisors approved Resolution
18 No. 804-97 authorizing the City and County of San Francisco ("City") to enter into an
19 agreement to replace its existing radio system with a new 800 MHz Radio System to benefit
20 the City's Police, Fire, Public Health, Sheriff, Parking and Traffic, Water, and Recreation and
21 Park Departments; and

22 WHEREAS, The City's original study identified six locations for towers essential to
23 optimal radio coverage, an area commonly known as the City of Daly City's ("Daly City")
24 Reservoir 2b Water Tank site ("Water Tank Site") on South Hill at Oakridge and Alta Vista;
25 and

1 WHEREAS, In 1998, the City entered into a no cost Lease Agreement with Daly City
2 and constructed a 40-foot emergency management radio telecommunications tower as part of
3 its 800 MHz Radio System Project at the Water Tank Site; and

4 WHEREAS, Unknown to the City of Daly City and the City, Daly City did not own the
5 Water Tank Site but rather had an easement with the State of California; and

6 WHEREAS, In January 2016, the City entered into a Right of Entry Permit ("Permit")
7 with CDPR to accommodate the City's application for permission to continue its activities at
8 SBMSP for use and operation of the emergency services telecommunications tower; and

9 WHEREAS, The Board of Supervisors and Mayor approved Resolution No. 452-16 on
10 October 28, 2016, authorizing the Department of Emergency Management ("DEM") and the
11 Department of Technology ("DT") to enter into a Purchase and Installation Agreement, and a
12 Maintenance and Support Agreement for a new Citywide 800MHz Radio System with
13 Motorola, Inc., to enhance the reliability and performance of the emergency radio network;
14 and

15 WHEREAS, The new 800MHz Radio System Project will use most of the current radio
16 sites including the tower at the South Hill site to ensure and achieve optimal radio coverage
17 for public safety agencies within the City's boundaries; and

18 WHEREAS, The Real Estate Division on behalf of DEM and DT has negotiated a
19 lease ("Lease") agreement substantially the form on file with the Clerk of the Board of
20 Supervisors in File No. 170154, which is hereby declared to be a part of this resolution as if
21 set forth fully herein (the "Lease") to allow the continued use of the existing tower on South
22 Hill and the replacement of the antennas with new microwave dishes; and

23 WHEREAS, The term of the Lease shall be for twenty-five (25) years commencing
24 upon approval by the Board of Supervisors and Mayor; and

1 WHEREAS, The base monthly rent of \$3,657 is subject to annual adjustments of three
2 and one-half (3.5%) percent; and

3 WHEREAS, The City shall pay for utility costs estimated to be \$7,200 per year; and

4 WHEREAS, In consideration of the City's past use of the Lease area without payment
5 to the CDPR and the State's waiver of all claims against the City for any past rent due, City
6 agrees to contribute the negotiated total sum of One Hundred Seventy-Five Thousand and
7 No/100 Dollars (\$175,000), divided into two equal installments, due at the commencement of
8 the lease and the one year anniversary of the commencement, towards a State Park Benefit
9 Fund to provide funding for the Old Guadalupe Trail Safety Corridor Project, the Seed
10 Collection and Expansion Project and the Bog Area Stewardship Project benefitting the San
11 Bruno State Park; and

12 WHEREAS, Upon execution of the Lease, City must pay to CDPR an administrative
13 fee of One Thousand Five Hundred and No/100 Dollars (\$1,500); and

14 WHEREAS, On September 22, 2016, the Environmental Planning Division of the San
15 Francisco Planning Department determined that the Project and continued use of the property
16 for communications equipment, would not be subject to the California Environmental Quality
17 Act, Public Resources Code, Section 21000 et seq. ("CEQA"), pursuant to CEQA Guidelines
18 Section 15301 and 15303; said determination is on file with the Clerk of the Board of
19 Supervisors in File No. 160967 and is incorporated herein by reference; and

20 WHEREAS, On August 25, 1997, the Board adopted Resolution No. 805-97, finding
21 that use of the property within the easement of the City of Daly City for the existing tower is
22 consistent with the City's General Plan and with Planning Code Section 101.1-(b); a copy of
23 the General Plan Referral is on file with the Clerk of the Board of Supervisors in File
24 No. 172-97-53, and is incorporated herein by reference; now, therefore, be it
25

1 RESOLVED, That in accordance with the recommendation of the Executive Director of
2 the Department of Emergency Management, the Interim Director of the Department of
3 Technology, the Director of Property and the City Attorney, the Director of Property on behalf
4 of the City, as Tenant, be and is hereby authorized to take all actions necessary to execute
5 the Telecommunication Ground Lease at South Hill in the San Bruno Mountain State Park, for
6 a twenty-five year term; and, be it

7 FURTHER RESOLVED, The monthly base rent for the initial twenty-five year term shall
8 be \$3,657, subject to annual adjustments of three and one-half (3.5%) percent, exclusive of
9 utilities estimated to be \$7,200 per year; and, be it

10 FURTHER RESOLVED, The Board of Supervisors authorizes the payment of an
11 administrative fee in the amount of One Thousand Five Hundred and No/100 (\$1,500) Dollars
12 to the State of California, Department of Parks and Recreation; and, be it

13 FURTHER RESOLVED, The Board of Supervisors authorizes the payment, in two
14 equal installments due at the commencement of the Lease and the one year anniversary, of
15 One Hundred Seventy-Five Thousand and No/100 Dollars (\$175,000) towards a State Park
16 Benefit Fund to provide funding for the Old Guadalupe Trail Safety Corridor Project, the Seed
17 Collection and Expansion Project and the Bog Area Stewardship Project, and paid to the
18 State of California Department of Parks and Recreation's park operator, San Mateo County
19 Parks FBO San Bruno Mt. State Park; and, be it

20 FURTHER RESOLVED, The Board of Supervisors approves the Lease in substantially
21 the form in the Board's File and authorizes the Director of Property to take all actions, on
22 behalf of City, to enter into any amendments or modifications (including without limitation, the
23 exhibits) to the Lease that the Director of Property determines, in consultation with the City
24 Attorney, are in the best interests of the City, do not materially increase the obligations or
25 liabilities of the City, and are necessary or advisable to complete the transaction and

1 effectuate the purposes and intent of this resolution and are in compliance with all applicable
2 laws, including City's Charter; and, be it

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

11 FURTHER RESOLVED, That any action heretofore taken by any City employee or
12 official with respect to the exercise of the Lease as set forth herein is hereby approved,
13 confirmed and ratified; and, be it

14 FURTHER RESOLVED, That the Board of Supervisors finds that the actions
15 contemplated in this Resolution are consistent with the City's General Plan and with Planning
16 Code Section 101.1-(b) for the reasons set forth in the General Plan Referral dated August
17 25, 1997; and, be it

18 FURTHER RESOLVED, That within thirty (30) days of the Lease agreement being
19 fully executed by all parties, the Director of Property shall provide a copy of the Lease
20 agreement to the Clerk of the Board to include into the official file.

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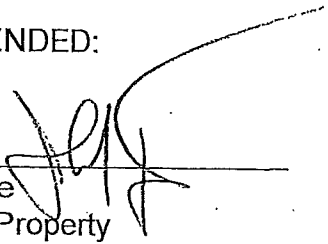
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Index Code 750512
Subobject 03000



Controller

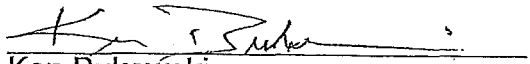
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RECOMMENDED:



John Updike
Director of Property
Real Estate Division

RECOMMENDED:



Ken Bukowski
Acting Director
Department of Technology

<p>Item 12 File 17-0154</p>	<p>Department: Department of Emergency Management (DEM) Department of Technology (DT)</p>
<p>EXECUTIVE SUMMARY</p>	
<p style="text-align: center;">Legislative Objectives</p>	
<ul style="list-style-type: none"> The proposed resolution would approve a 25-year telecommunications ground lease between the Department of Emergency Management (DEM) and the Department of Technology (DT), as tenants, and the State of California, Department of General Services, and the California Department of Parks and Recreation (CDPR), as landlord. The ground lease is for 859 square feet on the South Hill Site located in Daly City in San Bruno Mountain State Park, which the City would continue to use for the City's public safety telecommunications tower. 	
<p style="text-align: center;">Key Points</p>	
<ul style="list-style-type: none"> In 1998, the City, as tenant, entered into a no cost lease agreement with Daly City, as landlord, to use a portion of the land on the Reservoir 2b Water Tank site on South Hill in Daly City to build a 40 foot telecommunications tower as part of the City's 800 MHz Radio System Project. Unknown to Daly City and the City, Daly City did not own the Water Tank site on South Hill but rather had an easement with the State of California. In January 2016, the City entered into a Right of Entry Permit with the California Department of Parks and Recreation (CDPR) to allow the City to continue its activities at the South Hill site for use and operation of the emergency services telecommunications tower. Since discovering the tower was on San Bruno Mountain State Park Land, the State of California, the County of San Mateo, Daly City and the City have been working towards a lease agreement to allow the City's continued use of the existing telecommunications tower on the South Hill site. 	
<p style="text-align: center;">Fiscal Impact</p>	
<ul style="list-style-type: none"> The proposed ground lease provides for annual rent of \$43,884 or \$3,657 per month payable by DT to the State, increasing by 3.5 percent each subsequent year. Over the 25-year lease term, DT will pay the State total rent of \$1,709,276 for use by the City of a public safety telecommunications tower located in Daly City. In addition, DT will pay for electricity, estimated to cost approximately \$7,200 per year. Upon execution of the proposed lease, DT must also pay a required, one-time administrative fee of \$1,500 to the State for preparation of the lease and related documents. Under the proposed ground lease, the City will also contribute a one-time payment of \$175,000 towards a State Park Benefit Fund to provide funding to the San Mateo County Parks Department. 	
<p style="text-align: center;">Recommendation</p>	
<ul style="list-style-type: none"> Approve the proposed resolution. 	

MANDATE STATEMENT

Administrative Code Section 23.27 requires Board of Supervisors approval of leases in which the City is the tenant.

BACKGROUND

In 1997, the Board of Supervisors approved a new 800 MHz Radio System to be installed and used for emergency public services by the City's public safety agencies (Resolution No. 804-97). In 1998, the City, as tenant, entered into a no cost lease agreement with Daly City, as landlord, to use a portion of the land on the Reservoir 2b Water Tank site on South Hill in Daly City to build a 40 foot telecommunications tower as part of the City's 800 MHz Radio System Project.

Unknown to Daly City and the City, Daly City did not own the Water Tank site on South Hill but rather had an easement with the State of California¹. In January 2016, the City entered into a Right of Entry Permit with the California Department of Parks and Recreation (CDPR) to allow the City to continue its activities at the South Hill site for use and operation of the emergency services telecommunications tower.

In October 2016, the Board of Supervisors authorized the Department of Emergency Management (DEM) and the Department of Technology (DT) to enter into a Purchase and Installation Agreement and Maintenance and Support Agreement for a new Citywide 800 MHz Public Safety Radio Replacement Project with Motorola, Inc. to enhance the reliability and performance of the emergency radio network (File 16-0967). The new 800 MHz Public Safety Radio Replacement Project will continue to use the existing telecommunications tower at South Hill to ensure and achieve optimal radio coverage for public safety agencies.

Since discovering the tower was on San Bruno Mountain State Park Land, the State of California, the County of San Mateo, Daly City and the City have been working towards a lease agreement to allow the City's continued use of the existing telecommunications tower on the South Hill site². According to Ms. Claudia Gorham, Assistant Director of the City's Real Estate Division, the South Hill site is critical to the City's emergency radio system because if a telecommunications tower or antenna is relocated, disconnected, or changed in height, the network of radio signals is shifted. This would lead to decreased radio coverage throughout the City and would require most or all of the other towers and antennas to change in synchronization to ensure optimal coverage.

DETAILS OF PROPOSED LEGISLATION

The proposed resolution would approve a 25-year telecommunications ground lease between the Department of Emergency Management (Emergency Management) and the Department of

¹ In 1980, the California Department of Parks and Recreation (CDPR) took title to San Bruno Mountain State Park (SBMSP) subject to an existing 1963 non-exclusive easement benefitting Daly City for a water tank site.

² South Hill is a radio communications site for the City's 800MHz Citywide Emergency Radio System (CERS), the 700 MHz Interoperable Radio System, the Public Service Emergency Radio System, the Wireless Data Network and the City's Public Wi-Fi Network.

Technology (DT), as tenants, and the State of California, Department of General Services, and the California Department of Parks and Recreation (CDPR), as landlord. The ground lease is for 859 square feet on the South Hill Site located in Daly City in San Bruno Mountain State Park, which the City would continue to use for the City’s public safety telecommunications tower.

Table 1 below summarizes the key ground lease provisions.

Table 1: Summary of Key Ground Lease Provisions

Premises	One 40 foot Emergency Telecommunications Tower with up to 16 total antenna and related equipment on approximately 859 square feet. Lease area is not to exceed 2,500 square feet.
Ground Lease Term	July 1, 2017 to June 30, 2042 (25 years)
Options to Extend	None
Annual Base Rent Payable by DT to the State	\$43,884 per year (\$3,657 per month)
Annual Rent Increases	Annual increases of 3.5 percent
Tenant Improvement Allowance	None. No Tenant Improvements required.
Utilities and Services	DT to pay for electrical usage, estimated to be approximately \$7,200 per year
Administrative Fee Payable by DT to the State	One-time fee of \$1,500
State Parks Benefit Fund Payment Payable by DEM to the State	\$175,000 total – two equal installments of \$87,500 over two years

Under the proposed lease, the State has the right to place one antenna on the tower if needed at no cost to the State of California. The space to be leased is a telecommunications site; no City staff will be present on site.

Payment to the State Park Benefit Fund

Under the proposed ground lease, in addition to the annual rent, the City will contribute a one-time payment of \$175,000 towards a State Park Benefit Fund to provide funding to the San Mateo County Parks Department for the following projects and improvements:

- Old Guadalupe Trail Safety Corridor Project to make safety, fuel reduction and vegetation improvements to the Guadalupe Trail and the Ed Baccaccio group camp area
- Seed Collection and Expansion Project to facilitate the collection of native seeds throughout the San Bruno Mountain State Park for restorative native planting of sensitive areas throughout the park
- Bog Area Stewardship Project to further exotic and invasive weed control, fuel reduction, and restorative planting within the Colma Creek and Bog areas.

According to Ms. Gorham, the one-time payment of \$175,000 was negotiated between the State, Emergency Management, and the Real Estate Division in consideration of the City's past use of the area without payment to the State and the State's waiver of all claims against the City for any past rent due.

California Environmental Quality Act (CEQA) and City's General Plan

On September 22, 2016, the City's Planning Department determined that the proposal to lease the premises qualified for a Class 1³ and Class 3⁴ categorical exemption from environmental review under the California Environmental Quality Act (CEQA), as the lease would be for an existing facility involving negligible expansion of use beyond what currently exists. The Planning Department also determined that the proposed ground lease is consistent with the City's General Plan, and with the eight priority policies of Planning Code, Section 101.1(b)⁵, as previously approved by the Board of Supervisors.

³ Class 1 consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination.

⁴ Class 3 consists of construction and location of limited numbers of new, small facilities or structures; installation of small new equipment and facilities in small structures; and the conversion of existing small structures from one use to another where only minor modifications are made in the exterior of the structure.

⁵ The Eight Priorities of City Planning Code Section 101.1 include: (1) existing neighborhood-serving retail uses be preserved and enhanced, and future opportunities for resident employment in and ownership of such businesses enhanced; (2) existing housing and neighborhood character be conserved and protected in order to preserve the cultural and economic diversity of our neighborhoods; (3) the City's supply of affordable housing be preserved and enhanced; (4) commuter traffic not impede Muni transit service or overburden our streets or neighborhood parking; (5) a diverse economic base be maintained by protecting our industrial and service sectors from displacement due to commercial office development, and that future opportunities for resident employment and ownership in these sectors be enhanced; (6) the City achieve the greatest possible preparedness to protect against injury and loss of life in an earthquake; (7) landmarks and historic buildings be preserved; and (8) parks and open space and their access to sunlight and vistas be protected from development.

FISCAL IMPACT

The proposed ground lease provides for annual rent of \$43,884 or \$3,657 per month payable by DT to the State, increasing by 3.5 percent each subsequent year. Over the 25-year lease term, DT will pay the State total rent of \$1,709,276 for use by the City of a public safety telecommunications tower located in Daly City. In addition, DT will pay for electricity, estimated to cost approximately \$7,200 per year. Upon execution of the proposed lease, DT must also pay a required, one-time administrative fee of \$1,500 to the State for preparation of the lease and related documents. In addition, the City will contribute a one-time payment of \$175,000 to a State Park Benefit Fund. According to Ms. Gorham, the base rent for the proposed ground lease was calculated by applying the State's telecommunications lease rate guidelines, which includes a standard formula-based fee derived from the geographical location, number of antennas (up to 16) within a specific square footage (up to 2,500) less a 25 percent public entity discount. The annual rent increase of 3.5 percent per year reflects the State's requirement per the telecommunications lease rate guidelines.

Ms. Gorham also stated that base rent for similar telecommunications tower locations with a similar number of antennas are appraising for at least approximately \$90,000 per year.⁶ In addition, according to Ms. Gorham, the City's yearly base rental for telecommunications towers with up to three antennas was \$60,000 per year and increased in 2017 to \$78,000, which does not include additional antennas, towers or square footage.

According to Mr. Christopher Chamberlain, Public Safety Division Engineering Manager at the Department of Technology, total rent cost, including utilities and one-time administrative fee, over the 25-year term will be funded by DT's operating budget, subject to appropriation approval by the Board of Supervisors.

Payment to the State Park Benefit Fund

As noted above, under the proposed ground lease, a one-time payment of \$175,000 from Emergency Management to the State towards a State Park Benefit Fund will be divided into two equal installments of \$87,500 each and due at the commencement of the lease and the one year anniversary of the commencement. According to Mr. Chamberlain, the payment of \$175,000 will be funded from the Emergency Management Radio Replacement Project monies, as appropriated by the Board of Supervisors.

RECOMMENDATION

Approve the proposed resolution.

⁶ Per City Charter Section 23.27, if the consideration to be paid by the City for the lease as base rent is more than \$45 per square foot per year, the Director of Property, on behalf of the department concerned shall obtain an appraisal for the market rent of the lease. Because the annual base rent for the South Hill Site cell tower property was determined by the Real Estate Division to be the equivalent of approximately \$17.55 per square foot per year, an appraisal was not required.

Location of Lease Area

**SAN BRUNO MOUNTAIN STATE PARK
(205)
SAN MATEO COUNTY**

Agency Department of Parks and Recreation

TELECOMMUNICATION GROUND LEASE

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

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

Lessee: City and County of San Francisco

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

RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

USE

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

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

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

SECTION 1 – SITE SPECIFIC PROVISIONS

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

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

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

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

BASE RENT SCHEDULE

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

CDPR Base Rent Payments shall be made payable to:

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

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

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

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

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

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

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

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

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

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

And mailed to:

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

with copy of remittance advice to:

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

UTILITIES

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

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

SECTION 1 – SITE SPECIFIC PROVISIONS

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

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

**EARLY
TERMINATION**

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

**HOLDING
OVER &
LEASE
RENEWAL**

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

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

**IMPROVEMENTS
& MODIFI-
CATIONS**

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

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

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

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

SECTION 1 – SITE SPECIFIC PROVISIONS

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

**DISPOSITION
OF IMPROVE-
MENTS**

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

NOTICES

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

TO DGS: Department of General Services

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

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

SECTION 1 – SITE SPECIFIC PROVISIONS

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

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

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

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

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

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

LIENS

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

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

SECTION 1 – SITE SPECIFIC PROVISIONS

- STATES RIGHT TO ENTER**
- 15.** During continuance in force of this Lease, STATE, through its authorized agents, shall have the right at all reasonable times to go upon the Lease Area for survey, inspection or any other lawful STATE purpose, to the extent such access does not interfere with LESSEE'S uses.
- LESSEE shall provide all keys, codes and/or combination required for access to the Lease Area prior to LESSEE making any changes to current security measures. LESSEE shall deliver a copy of any such key, code and/or combination to CDPR/Bay Area District, *District* Superintendent.
- CDPR may enter LESSEE's portion of the Lease Area only upon twenty-four (24) hour notice to LESSEE except in the event of an emergency and with a LESSEE representative. In the event of an emergency, CDPR shall make reasonable efforts to notify LESSEE prior to entering the Lease Area. CDPR shall determine at its own discretion those events which constitute an emergency permitting access without twenty-four (24) hour notice.
- SIGNAGE**
- 16.** LESSEE shall have the right to install and maintain identifying signs or other signs required by any governmental authority on or about the Lease Area, including any access road to the Lease Area. In order to ensure visual resources are not impaired CDPR's approval under this Clause will be contingent upon the reasonableness of such factors, including but not limited to, the language, size, color, and location of sign(s).
- SEPARATE COUNTER-PARTS**
- 17.** This Lease may be executed in separate counterparts, each of which when so executed shall be deemed to be an original. Such counterparts shall, together, constitute and be one and the same instrument.
- COOPERATION DURING EMERGENCIES**
- 18.** In the event of any emergency, the parties agree to cooperate in good faith to use the Lease Area and facilities as needed to address the emergency. STATE shall provide to LESSEE access to the Lease Area twenty-four (24) hours per day, seven (7) days per week, together with uninterrupted access thereto to the maximum extent possible, including, without limitation, during any power outages.
- ADDITIONAL CITY PROVISIONS**
- 19.** The terms and provisions of Exhibit E are attached hereto and incorporated by reference into this Lease.

End of Section 1

SECTION 2 – GROUND LEASE SPECIFIC PROVISIONS

1. **ROAD ACCESS AND FEES.** STATE hereby makes no representation regarding ingress and egress rights via the access road that serves the Lease Area. LESSEE agrees to the following terms and conditions regarding the use of said access road:
 - (a) LESSEE shall exercise its right personally or through its authorized agents, employees, contractors, or servants whenever it is necessary.
 - (b) LESSEE shall use said road at its sole risk and avoid traveling upon it to the greatest practical extent at all times when weather conditions are such that excessive damage to the road surface may result from such use, and further, LESSEE shall, at its expense, promptly repair any road damage caused by its use, including such road surface protective features as water drains, berms, or culverts.

2. **ACCESS TO LEASE AREA.** Only the LESSEE, its properly qualified and authorized agents, employees, contractors and servants, shall have the right of ingress to and egress from said Lease Area. If communications equipment of LESSEE is operated or maintained by anyone other than its regular employees, the admission of such persons to said site shall be permitted only upon the express consent of CDPR having first been obtained.

3. **CHANGE IN EQUIPMENT.** Excluding the Project as set forth in Exhibit C, maintenance, and reasonable repairs, LESSEE shall not cause or permit any change of any equipment installed by LESSEE in the Lease Area, including power outputs or changes in the use of the frequencies described in the Exhibits herein attached, except upon making a written request to CDPR for each such transaction and the obtaining of CDPR's prior written consent which shall not be unreasonably withheld. Such consent may be subject to fees described in the "Lease Modification Fees," Clause 2 of the Standard Provisions in Section 3, and/or the "Technical Analysis Fees" Clause 4 below.

4. **TECHNICAL ANALYSIS FEES.** Any change in LESSEE's approved communication equipment requires technical approval from Office of Emergency Services-Public Safety Communications Office (OES-PSCO), consistent with the "Elimination of Interference" Clause 6 of this Section 2. To initiate approval for a change of equipment, LESSEE must first contact CDPR to obtain a current TD-311 application form. The LESSEE must comply with the terms of the TD-311 including payment of all fees described in the application (technical analysis and associated lease modification fees). Approval not to be unreasonably withheld.

5. **ELECTRONIC EQUIPMENT STANDARDS.** With regard to specific site standards and any other statutes pertaining to the use of electronic equipment: LESSEE agrees to install, maintain, and operate its electronic equipment in accordance with all such requirements. If LESSEE was in occupation under a previous Lease, LESSEE shall have one hundred and eighty (180) days from the commencement of this Lease to conform to any new site standards. LESSEE shall display on each piece of equipment the appropriate license from the federal regulatory agency.

6. **WORKMANSHIP STANDARDS.** The installation and maintenance of the electronic equipment of LESSEE shall be performed in a neat and workmanlike manner and shall conform in all respects to the applicable fire, safety and construction standards adopted by STATE.

7. **DISPOSITION OF LESSEE'S PERSONAL PROPERTY.**
 - (a) During the term of this Lease, all wires, equipment, and other personal property placed in, upon, or under the Lease Area by LESSEE shall remain the property of LESSEE and shall be removed by LESSEE, at its sole cost and expense within sixty (60) days after expiration of this Lease or one hundred and twenty (120) days any earlier termination of LESSEE's tenancy.
 - (b) Should LESSEE fail to remove said equipment and personal property within sixty (60) days after expiration or one hundred and twenty (120) days any earlier termination of the Lease, CDPR may do so at the risk of LESSEE. Upon written demand by CDPR, LESSEE shall immediately pay all costs and expenses of the removal of LESSEE's personal property and equipment.
 - (c) LESSEE may, however, with written consent of STATE, abandon in place any and all of LESSEE's equipment and personal property, whereupon, as abandoned, title to said improvements will vest in STATE.

8. **LESSEE GUARANTEES.** LESSEE hereby guarantees any and all work or services performed by LESSEE or LESSEE's properly qualified or authorized agents, employees, contractors and servants, in order to accomplish the installation and/or maintenance of their communications equipment.

End of Section 2

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SECTION 3 – STANDARD PROVISIONS

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

SECTION 3 – STANDARD PROVISIONS

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

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

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

13. CONDITION OF LEASE AREA.

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

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

14. VACATING THE LEASE AREA. LESSEE shall, on the last day of said term or sooner termination of this Lease, peaceably and quietly leave, surrender, and yield up to CDPR, the Lease Area in good order, condition, and repair, reasonable use and wear thereof and damage by acts of nature, excepted.**15. RECOVERY OF LEGAL FEES.** If action is brought by STATE for the recovery of any rent due under the provisions hereof or for any breach hereof, or to restrain the breach of any agreement contained herein, or for the recovery of possession of said Lease Area, or to protect any rights given to STATE against LESSEE, and if STATE will prevail in such action, the LESSEE shall pay to STATE such amount in attorney's fees in said action as the court shall determine to be reasonable, which shall be fixed by the court as part of the costs of said action.**16. TAXES AND ASSESSMENTS.** LESSEE agrees to pay all lawful taxes, assessments or charges that at any time may be levied upon it for its interest in this Lease. It is understood that this Lease may create a possessory interest (to the extent the property is not used for a municipal or governmental purpose) subject to property taxation and

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

17. NON-DISCRIMINATION.

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

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

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

(d) Remedies for willful violations:

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

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

18. INSURANCE.

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

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

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

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

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

AUTOMOBILE LIABILITY

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

WORKERS' COMPENSATION

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

GENERAL REQUIREMENTS

LESSEE shall ensure that the following general requirements are met:

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

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

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

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

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

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

SECTION 3 – STANDARD PROVISIONS

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

22. RELOCATION PAYMENTS.

(a) In the event that STATE terminates this Lease pursuant to its terms, LESSEE acknowledges and agrees that it has no claim against the STATE for Relocation Payments, Relocation Advisory Assistance, or costs pursuant to the Government Code sections 7260 et seq., or any regulations implementing or interpreting such sections. LESSEE further agrees that it has no claim in either law or equity against the STATE for damages or other relief should the Lease be terminated, and waives any such claims it may have.

(b) In the event subleasing, under the terms of this Lease, is permitted, LESSEE shall incorporate this Clause into the sublease. Failure to do so may obligate LESSEE for damages and costs resulting from claims for relocation payments by sublessee.

23. SMOKING RESTRICTIONS. Smoking shall not be allowed inside any building, or within 20 feet of any entrance or operable window of any building.**24. RECORDING.** LESSEE shall not record this Lease or a short form memorandum thereof. Any such recordation will, at the option of STATE, constitute a non-curable default by LESSEE hereunder.**25. AUTHORITY TO CONTRACT.**

(a) If LESSEE is a public, private or non-profit corporation, each individual executing this Lease on behalf of said LESSEE shall provide evidence, which is acceptable to STATE, that he/she is duly authorized to execute and deliver this Lease on behalf of said LESSEE in accordance with a duly adopted resolution of the Board of Directors or in accordance with the Bylaws of said Board, and that this Lease is binding upon said Board of Directors in accordance with its terms.

(b) LESSEE shall, concurrently with the Execution of this Lease, deliver to STATE at the addresses shown in the "Notices" Clause of this Lease, either a copy of the board's bylaws or a certified copy of the resolution of the Board of Directors authorizing or ratifying the execution of this Lease.

(c) In addition prior to the execution of this Lease, LESSEE shall provide STATE with a copy of LESSEE's current bylaws and corporate filing status as filed with the California Secretary of State.

26. PARTNERSHIP DISCLAIMER. LESSEE its agents and employees shall act in an independent capacity and not as officers or employees of STATE. Nothing herein contained will be construed as constituting the parties herein as partners.**27. CEQA.** Any physical changes made to the improvements by LESSEE or its agents shall comply with the California Environmental Quality Act (CEQA).**28. BANKRUPTCY.** In no event shall this Lease or the leasehold estate become an asset of LESSEE in bankruptcy, receivership or other judicial proceedings. LESSEE shall be in default under this Lease and the provisions of the

"Default" Clause hereof shall apply in the event of any of the following: (a) LESSEE becomes insolvent or makes an assignment for the benefit of creditors, (b) a petition in bankruptcy is filed by or against LESSEE, (c) a writ of execution is levied against this Lease or the leasehold estate, (d) LESSEE abandons or vacates or does not continuously occupy or safeguard the Lease Area.

29. AMENDMENTS AND MODIFICATIONS. No amendment, modification, or supplement to this Lease shall be binding on either party unless it is in writing and signed by both Parties, and any necessary governmental approvals are obtained.**30. MUTUAL CONSENT.** Notwithstanding anything herein contained to the contrary, this Lease may be terminated and the provisions of the Lease may be altered, changed, or amended by mutual consent of the parties hereto in writing.**31. FORCE MAJEURE.** If either LESSEE or STATE will be delayed or prevented from the performance of any act required hereunder by reason of acts of nature, governmental restrictions, regulations or controls (except those reasonably foreseeable in connection with the uses contemplated by this Lease) or other cause without fault and beyond the control of the party obligated (except financial inability), performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. Nothing in this Clause shall excuse LESSEE from prompt payment of any rent, taxes, insurance or any other charge required of LESSEE, except as may be expressly provided in this Lease.**32. WAIVER.** If a party waives the performance of any term, covenant or condition contained in this Lease, such waiver shall not be deemed to be a waiver of that or any subsequent term, covenant or condition. Failure to enforce any of the terms, covenants or conditions of this Lease for any length of time shall not be deemed to waive or decrease a party's right to insist thereafter upon strict performance. Waiver of any term, covenant, or condition contained in this Lease may only be made by a written document properly signed by an authorized representative.**33. ENTIRE AGREEMENT.** This Lease and its exhibits constitute the entire agreement between STATE and LESSEE. No prior written or prior, contemporaneous or subsequent oral promises or representations shall be binding.**34. CLAUSE HEADINGS.** All Clause headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this Lease.**35. SEVERABILITY.** If any term, covenant, condition, or provision of this Lease or any application thereof, to any extent, is found invalid, void, or unenforceable by a court of competent jurisdiction, the remainder of this Lease will not be affected thereby, and will be valid and enforceable to the fullest extent permitted by law.**36. SUPERSEDEDURE.** This Lease supersedes and voids any prior license, lease or agreement between STATE and LESSEE identified in this Lease with regards to the Lease Area.

SECTION 3 – STANDARD PROVISIONS

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

End of Section 3

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

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

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

STATE OF CALIFORNIA
DEPARTMENT OF GENERAL SERVICES

LESSEE
CITY and COUNTY OF SAN FRANCISCO

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

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

Date Signed

Date Signed

APPROVAL RECOMMENDED:

DEPARTMENT OF EMERGENCY SERVICES

By: _____
LYNNE POTTER, Senior Land Agent

By: Anne Kronenberg
ANNE KRONENBERG
Executive Director

Approval:
DEPARTMENT OF PARKS AND RECREATION

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

By: _____
BRIAN DEWEY, Assistant Deputy
Director Acquisition and Development

By: Elizabeth Dietrich
ELIZABETH DIETRICH
Deputy City Attorney

Date Signed

12/1/10

Date Signed

EXHIBIT "A-1"
RADIO TOWER LEASE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

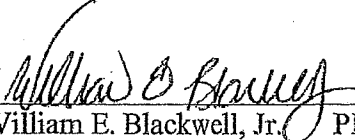
Being a portion of Assessor's Block 090-062-009

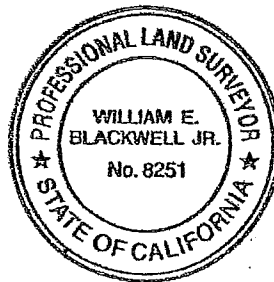
Containing an area of 859 Square Feet, more or less

A plat showing the above described parcel is attached herein.

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

Signature


William E. Blackwell, Jr. PLS 8251



Date: December 7, 2015

NOTES:

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

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

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

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

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

ALTA VISTA WAY
 (50' WIDE)

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

(N71°50'15"W)
 (69.83')

(N71°50'15"W)
 (28.11')

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

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

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

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

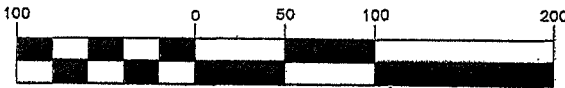
25' 25'
 OAKRIDGE DRIVE
 (50' WIDE)

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

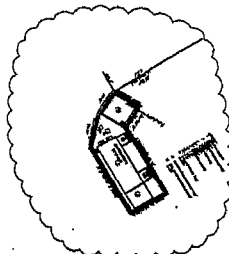
510



GRAPHIC SCALE



(IN FEET)
 1 inch = 100 ft.



SEE DETAIL ON
 SHEET A-3

SHEET A-2

EXHIBIT A-2

PLAN TO ACCOMPANY LEGAL DESCRIPTION 'A-1'

PREPARED BY:

BUREAU OF STREET USE AND MAPPING

DEPARTMENT OF PUBLIC WORKS
 CITY AND COUNTY OF SAN FRANCISCO

PHONE: 415.554.5827 FAX: 415.554.5324

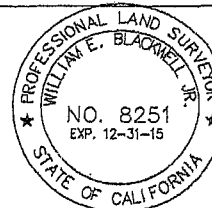
THIS REAL PROPERTY DESCRIPTION HAS BEEN PREPARED BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE LAND SURVEYORS ACT.

Signature

William E. Blackwell Jr.

Date

12-07-15

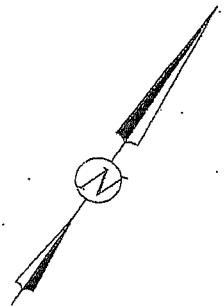


△	BY	DATE	REVISIONS

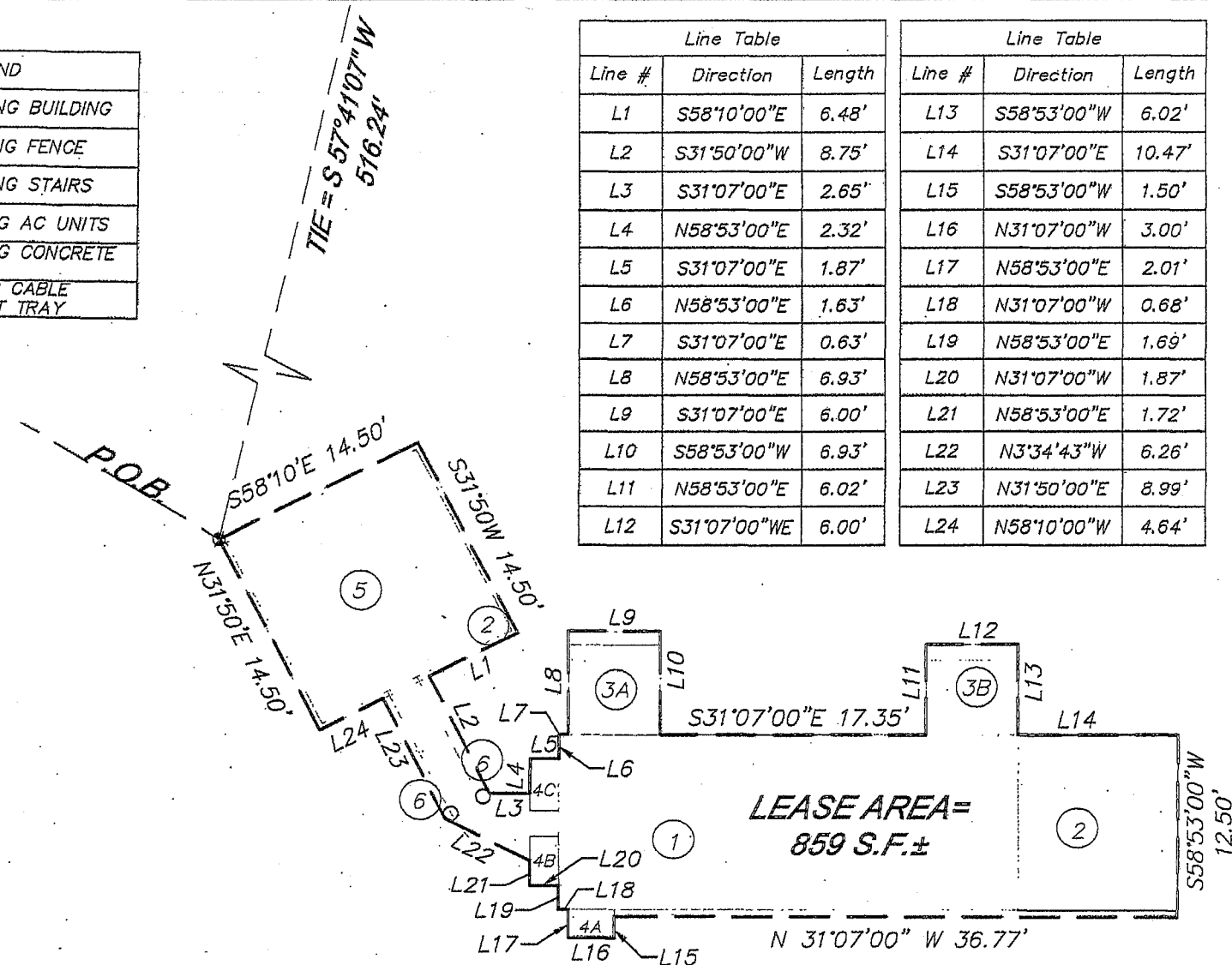
LEGEND	
1	EXISTING BUILDING
2	EXISTING FENCE
3	EXISTING STAIRS
4	EXISTING AC UNITS
5	EXISTING CONCRETE PAD
6	EXISTING CABLE SUPPORT TRAY

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

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



SCALE: 1"=10'



LEASE AREA =
859 S.F. ±

A-3

EXHIBIT A-3
PLAN TO ACCOMPANY LEGAL DESCRIPTION 'A-1'

PREPARED BY:
BUREAU OF STREET USE AND MAPPING

DEPARTMENT OF PUBLIC WORKS
CITY AND COUNTY OF SAN FRANCISCO
PHONE: 415.554.5827 FAX: 415.554.5324

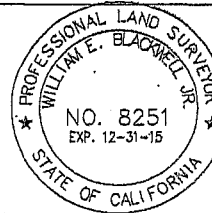
THIS REAL PROPERTY DESCRIPTION HAS
BEEN PREPARED BY ME OR UNDER MY
DIRECTION IN CONFORMANCE WITH THE
LAND SURVEYORS ACT.

Signature

Willam E. Blackwell

Date

12-07-15



Δ	BY	DATE	REVISIONS

EXHIBIT "B-1"

JACOBS

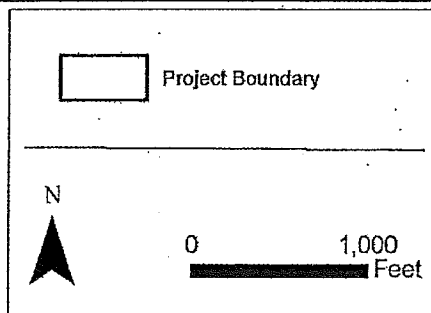
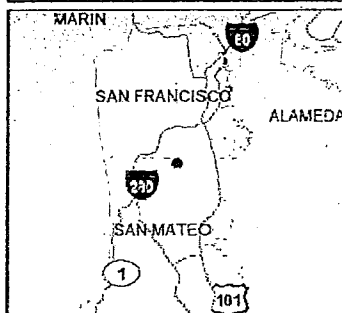


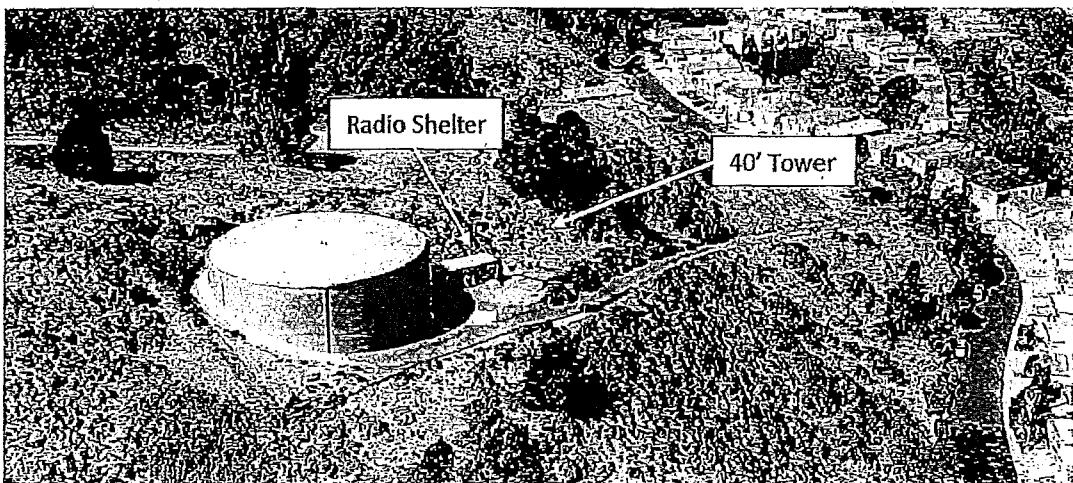
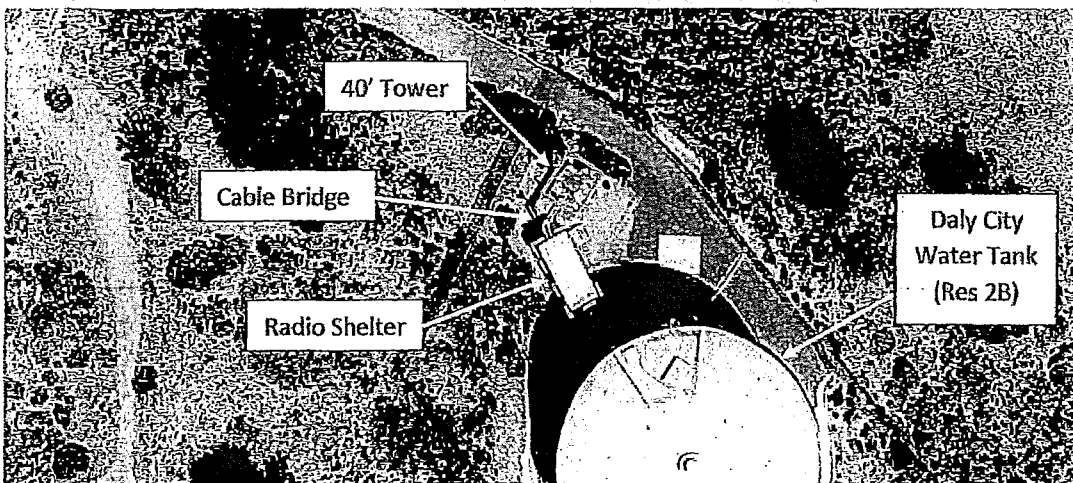
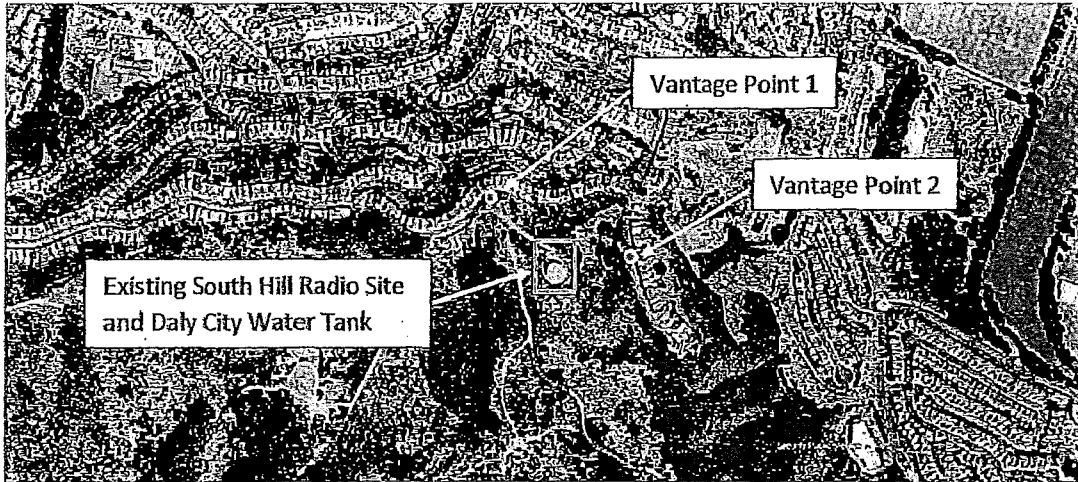
Figure 1.
Project Area Map

South Hill Project

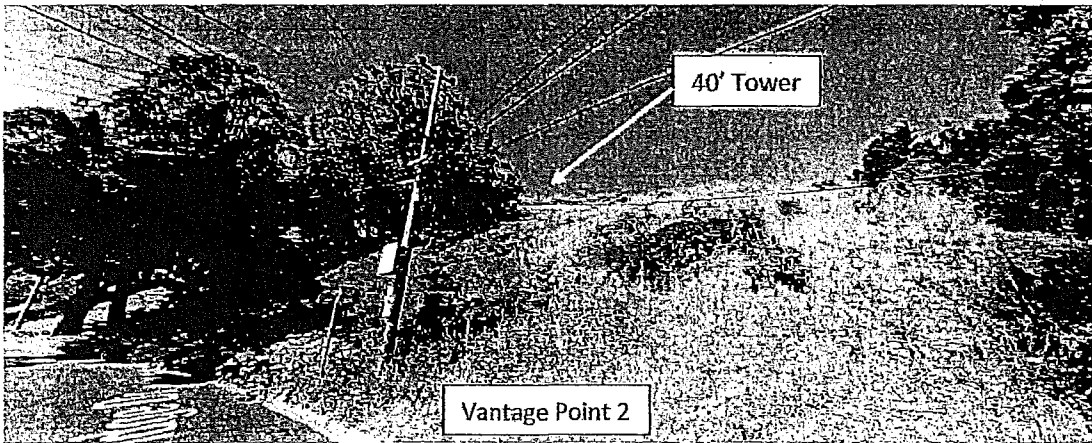
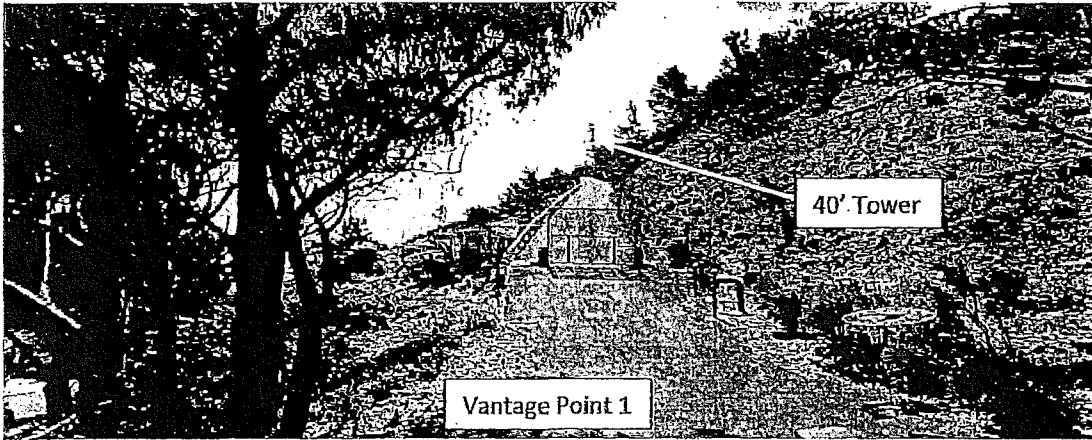
June 2015

EXHIBIT "B-2"

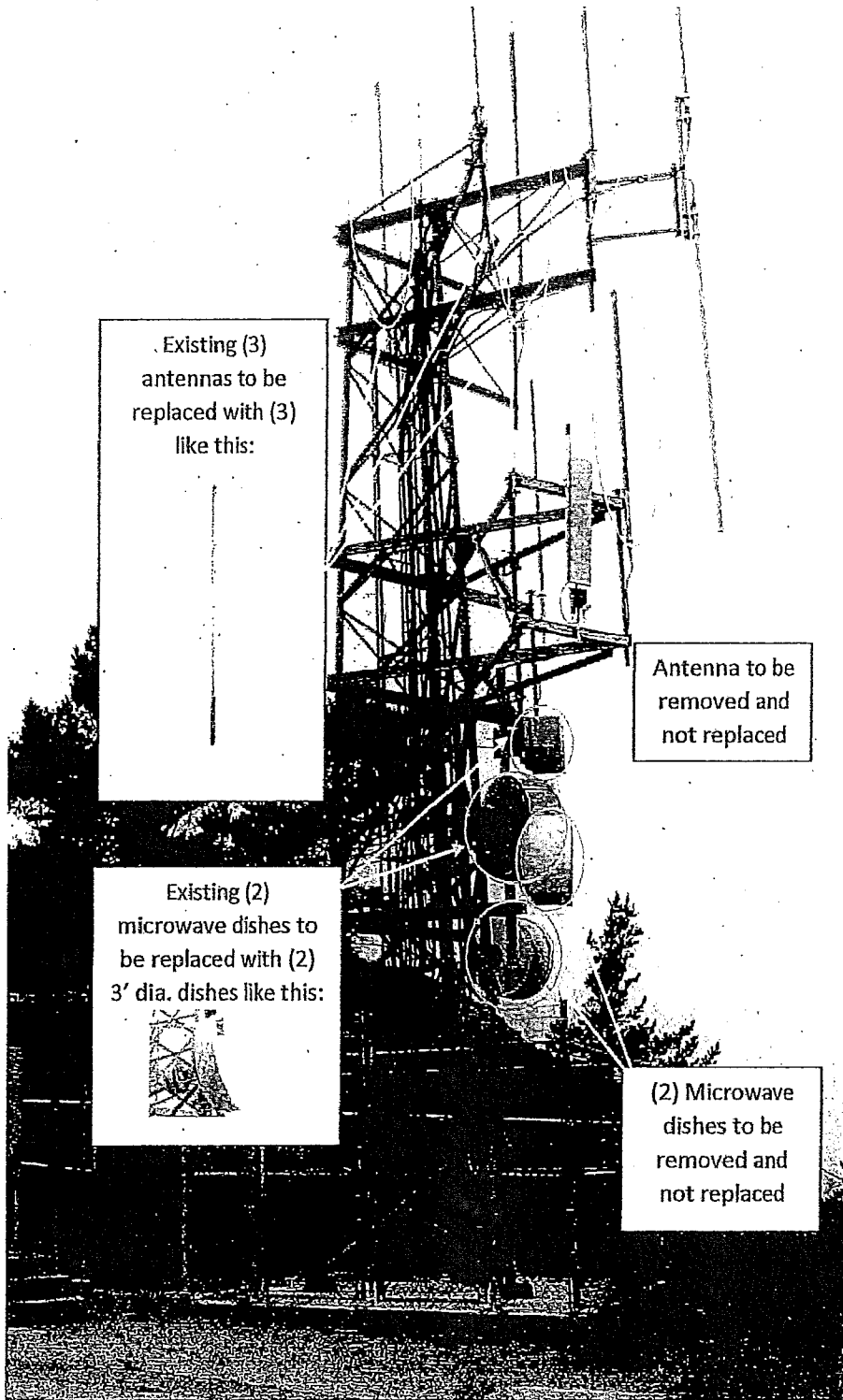
South Hill




South Hill (cont.)



South Hill (cont.)




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



Antenna to be
removed and
not replaced

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



(2) Microwave
dishes to be
removed and
not replaced

EXHIBIT 'C'



Edwin M. Lee
Mayor

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

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

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



Anne Kronenberg
Executive Director

800MHz Public Safety Radio Replacement Project July 2016

Project Description

General

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

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

Project Timeline

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

South Hill

57 Alta Vista Way, Daly City

District: N/A (Daly City)

Zone: N/A

General

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

Work to Be Done

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

Citywide Various Locations

Work to be done

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

EXHIBIT 'D'



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



John Updike
Director of Real Estate

October 6, 2014

Patricia E. Martel
City Manager
City of Daly City
333 90th Street
Daly City, California 94015

RE: South Hill Lease and Radio Tower Replacement

Dear Ms. Martel:

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

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

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

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

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

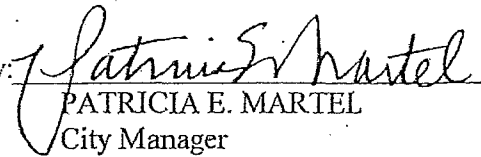
Sincerely,



Claudia J. Gorham
Assistant Director of Real Estate

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

CITY OF DALY CITY

By: 
PATRICIA E. MARTEL
City Manager

Date: 10/24/2014

EXHIBIT 'E'

ADDITIONAL CITY PROVISIONS

1. Eminent Domain. In the event all or part of the Lease or the Lease Area is taken by eminent domain, City shall have the right to seek an award for the value of its interest in the Lease taken.
2. Landlord Ownership of Lease Area. STATE represents that it owns the Lease Area, and that it is authorized to enter into this Lease. Any necessary STATE consents have been obtained to enter into this Lease.
3. Applicable Law. This Lease shall be construed and enforced in accordance with the laws of the Lessor of California.
4. Non Discrimination. In the performance of this Lease, parties agree to comply with state and federal non-discrimination employment laws.
5. Controller's Certification of Funds. The terms of this Lease shall be governed by and subject to the budgetary and fiscal provisions of the City and County of San Francisco's Charter. Notwithstanding anything to the contrary contained in this Lease, there shall be no obligation for the payment or expenditure of money by LESSEE under this Lease unless the Controller of the City and County of San Francisco first certifies, pursuant to Section 3.105 of the City's Charter, that there is a valid appropriation from which the expenditure may be made and that unencumbered funds are available from the appropriation to pay the expenditure. The lease shall terminate if LESSEE fails to pay any of its obligations under this lease.
6. MacBride Principles – Northern Ireland. The City and County of San Francisco urges companies doing business in Northern Ireland to move toward resolving employment inequities and encourages them to abide by the MacBride Principles as expressed in San Francisco Administrative Code Section 12F.1 et seq. The City and County of San Francisco also urges San Francisco companies to do business with corporations that abide by the MacBride Principles.
7. Tropical Hardwood and Virgin Redwood Ban. Lessee urges companies not to import, purchase, obtain or use for any purpose any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood products.
8. Bicycle Parking Facilities. Article 1.5, Section 155.3, of the San Francisco Planning Code (the "Planning Code") requires the provision of bicycle parking at City-leased buildings at no cost to Landlord. During the Term, City shall have the right to install and maintain, at its sole cost, bicycle parking at the Lease Area; provided any improvements to the Lease Area will be subject to STATE's consent as set forth in the Lease. This lease is not for a City-leased building. The lease area is in a security area controlled by LESSEE and Daly County.

RIGHT OF ENTRY PERMIT

Agency: Department of Parks and Recreation

Project: San Bruno Mountain SP, Telecom Tower

This Right of Entry Permit (Permit) is made and entered into this 1st day of January, 2016, between the State of California, acting by and through its Department of Parks and Recreation, hereinafter called State, and the City and County of San Francisco, hereinafter called Permittee; State and Permittee may hereinafter be referred to as a Party, or collectively the Parties.

RECITALS

- **Whereas**, the State owns, the State Park known as San Bruno Mountain State Park (SBMSP), in the County of San Mateo, State of California; and
- **Whereas**, Permittee has applied to State for permission to access San Bruno State Park for purposes of continuing Permittee's operation of a 40-foot public services telecommunications tower (the Project); and
- **Whereas**, the State desires to accommodate Permittee's application for permission to continue its activities at SBMSP for purposes of the Project.

TERMS AND CONDITIONS

Now therefore, the State by this Permit hereby grants to the Permittee permission to enter upon State's property, conditioned upon the agreement of the Parties that this Permit does not create or vest in Permittee any interest in the real property herein described or depicted, that the Permit is revocable and non-transferable, and that the Permit is further subject to the following terms and conditions:

- 1. Project Description:** By this Permit, the State hereby grants to the Permittee and its agents and contractors permission to enter onto those lands depicted and/or described on Exhibit "A" (the Property), attached hereto and herein incorporated by this reference, solely for the purpose of operating and maintaining its existing telecommunication facility. This Permit also covers existing utilities and equipment necessary for the functioning of the telecommunications facility. The telecommunications facility shall be limited to non-commercial governmental use only. Permittee may continue existing sublicenses to other public agencies for non-commercial governmental use. This permit does not authorize replacement or significant modification of Permittee's existing facility at SBMSP.
- 2. Permit Subject to Laws and Regulatory Agency Permits:** This Permit is expressly conditioned upon Permittee's obtaining any and all regulatory permits or approvals required by the relevant regulatory agencies for the Project and Permittee's use of the Property, and upon Permittee's compliance with all applicable municipal, state and federal laws, rules and regulations, including all State Park regulations. Permittee shall, at Permittee's sole cost and expense, comply with the Project Description.

Prior to commencement of any discretionary act, Permittee shall obtain all such legally required permits or approvals and submit to the State full and complete copies of all permits and approvals, including documentation related to or referenced in such permits and approvals, along with the corresponding agency contact and telephone numbers, and related California Environmental Quality Act (CEQA) and/or National Environmental Policy Act (NEPA) documentation as applicable.
- 3. Term of Permit:** This Permit shall only be for the period beginning on January 1, 2016, and ending on June 30, 2016, or earlier if the Parties execute a lease for the telecommunications facility. This Permit may be reasonably extended by written mutual agreement of the Parties.
- 4. Consideration:** Permittee agrees to pay State the sum of \$4,688.84 and No/100 Dollars PER MONTH, as consideration for the rights granted by this Permit. Payment is due by the 10th of each month of the term.

5. **Permit Subject to Existing Claims:** This Permit is subject to existing contracts, permits, licenses, encumbrances and claims which may affect the Property.
6. **Waiver of Claims and Indemnity:** Permittee waives all claims against State, its officers, agents and/or employees, for loss, injury, death or damage caused by, arising out of, or in any way connected with the condition or use of the Property, the issuance, exercise, use or implementation of this Permit, and/or the rights herein granted. Permittee further agrees to protect, save, hold harmless, indemnify and defend State, its officers, agents and/or employees from any and all loss, damage, claims, demands, costs and liability which may be suffered or incurred by State, its officers, agents and/or employees resulting from Permittee's use of the Property and/or the Project for which this Permit is granted, except those arising out of the sole active negligence or willful misconduct of State. Permittee will further cause such indemnification and waiver of claims in favor of State to be inserted in each contract that Permittee executes for the provision of services in connection with the Project for which this Permit is granted.

State agrees to protect, save, hold harmless, indemnify and defend Permittee, its officers, agents and/or employees from any and all loss, damage, claims, demands, costs and liability which may be suffered or incurred by Permittee, its officers, agents and/or employees resulting from State's use of the Property and/or the Project for which this Permit is granted, except for those arising out of the negligence or willful misconduct of Permittee.

7. **Contractors:** Permittee shall incorporate the terms, conditions and requirements contained herein when contracting out all or any portion of the work permitted hereunder. Permittee shall be responsible for ensuring contractor/subcontractor compliance with the terms and conditions contained herein. Failure of Permittee's contractors to abide by State's terms and conditions shall constitute default by Permittee (see DEFAULT paragraph below) allowing State to terminate this Permit and seek all legal remedies.
8. **Insurance Requirements:** Permittee is self-insured.
9. **Reservation of Rights:** State reserves the right to use the Property in any manner, provided such use does not unreasonably interfere with Permittee's rights herein.
10. **Access Limits and Conditions:** Access to the Property shall be limited to the access designated by State. Access shall be limited to existing roadway.
11. **Notice of Work:** Any required notices to State shall be sent to San Mateo County, the operator of SBMSP and the Bay Area District of the of the California Department of Parks and Recreation.

STATE:
 District Superintendent
 Bay Area District
 845 Casa Grande RD
 Petaluma CA 94954-5804

PERMITTEE'S CONTACT:
 Public Safety Communications Manager
 1011 Turk Street
 San Francisco, CA 94102-3192

SAN MATEO COUNTY:
 Director
 San Mateo County Parks Department
 455 County Center, 4th Floor
 Redwood City, CA 94063-1646

12. **Limits of Work:** In no event shall this Permit authorize work in excess or contrary to the terms and conditions of any regulatory agency permit or approval. Under no circumstances, whether or not authorized by any regulatory agency, other permit or any person or entity other than State, shall work exceed that which is authorized by this Permit.
13. **Public Safety:** Permittee shall take, and shall cause its contractors or subcontractors to take, any and all commercially reasonable steps to protect the public from harm in connection with the Project or implementation of this Permit.
14. **Restoration of Property:** If Permittee makes any changes to the property, Permittee shall restore, and repair the Property to pre-change condition, in consultation with, and to the satisfaction of, the State Environmental Scientist within one (1) year of said change.
15. **Right to Halt Work:** The State reserves the right to halt work at any time, with prior notice to Permittee, in the event the State reasonably determines that any provision contained herein has been violated, or in the event that cessation of work is necessary to prevent, avoid, mitigate or

remediate any threat to the health and safety of the public or state park personnel, or to the natural or cultural resources of the state park.

- 16. Use Restrictions:** The use of the Property by Permittee, including its guests, invitees, employees, contractors and agents, shall be restricted to the daytime hours between sunrise and sunset on a day-by-day basis, unless necessitated by emergency or otherwise approved in advance in writing by State. No person shall access or occupy the Property overnight, unless necessitated by emergency.

Activities on the Property shall be conducted only in a manner which will not interfere with the orderly operation of the state park. Permittee shall not engage in any disorderly conduct and shall not maintain, possess, store or allow any contraband on the Property. Contraband includes, but is not limited to: any illegal alcoholic beverages, drugs, firearms, explosives and weapons, and the like.

Roads and trails where motorized vehicles are normally prohibited may be used for vehicle access by Permittee, its employees, agents or contractors for patrol, maintenance or repair purposes only, and only to the extent specified by State, and shall be otherwise subject to all other conditions and/or restrictions of this Permit and any applicable laws, state park regulations and state park policies.

Permittee shall not use or allow the Property to be used, either in whole or in part, for any purpose other than as set forth in this Permit, without the prior written consent of the State.

- 17. State's Right to Enter:** At all times during the term of this Permit and any extension thereof, there shall be and is hereby expressly reserved to State and to any of its agencies, contractors, agents, employees, representatives, invitees or licensees, the right at any and all times, and any and all places, to temporarily enter upon said Property to survey, inspect, or perform any other lawful State purposes, to the extent such access does not interfere with Permittee's uses.

Permittee shall not interfere with State's right to enter and State shall not interfere with Permittee's right to use the Property as contemplated by this Permit.

- 19. Protection of Property:** Permittee shall protect the Property, including all improvements and all natural and cultural features thereon, at all times at Permittee's sole cost and expense, in so far as the Property is affected by Permittee's use, and Permittee shall strictly adhere to the following restrictions:

- (a) Permittee shall not place or dump garbage, trash or refuse anywhere upon or within the Property, except in self-contained trash receptacles that are maintained to State's satisfaction by Permittee.
- (b) Permittee shall not commit or create, or suffer to be committed or created, any waste, hazardous condition or nuisance in, on, under, above or adjacent to the Property.
- (c) Permittee shall not cut, prune or remove any vegetation upon the Property, except as identified in the Project description and herein permitted or subsequently approved in writing by the District Superintendent.
- (d) Permittee shall not disturb, move or remove any rocks or boulders upon the Property, except as identified in the Project description and herein permitted or subsequently approved in writing by the District Superintendent.
- (e) Permittee shall not grade or regrade, or alter in any way, the ground surface of the Property, except as herein permitted, or subsequently approved in writing by the District Superintendent.
- (f) Permittee shall not bait, poison, trap, hunt, pursue, catch, kill or engage in any other activity which results in the taking, maiming or injury of wildlife upon the Property, except as identified in the Project description and herein permitted or subsequently approved in writing by the District Superintendent.
- (g) Permittee shall not use, create, store, possess or dispose of hazardous substances (as defined in the California Hazardous Substances Act) on the Property except as herein permitted, or subsequently approved in writing by the District Superintendent.
- (h) Permittee shall exercise due diligence to protect the Property against damage or destruction by fire, vandalism and any other causes.
- (i) If human remains are discovered during the Project, work will be immediately suspended at that specific location and the District Superintendent or designee shall be notified by Permittee. The specific protocol, guidelines and channels of communication outlined by the

California Native American Heritage Commission (NAHC), and/or contained in Health and Safety Code Section 7050.5 and Public Resources Code Sections 5097.9 et seq., will be followed. Those statutes will guide the potential Native American involvement in the event of discovery of human remains.

21. **Default:** In the event of a default or breach by either party, the nondefaulting party shall give the other party written notice of default, and a reasonable opportunity to cure the default (which shall, in any event, be not less than 30 days). If the default has not been cured during the cure period, the nondefaulting party shall have all rights and remedies available at law or in equity, including the following:
- (a) Immediately terminate this Permit upon giving written notice to Permittee, whereupon Permittee shall immediately surrender possession of the Property to State and remove all of Permittee's equipment and other personal property from the Property. In such event, State shall be entitled to recover from Permittee all actual and reasonable damages incurred or suffered by State by reason of Permittee's default, including, but not limited to Any amount necessary to compensate the nondefaulting party for all the detriment proximately caused by the default, including, but not limited to, compensation for the cost of restoration, repair and revegetation of the Property, if required.
22. **Recovery of Legal Fees:** In any action brought to enforce or interpret any provisions of this Permit or to restrain the breach of any agreement contained herein, or for the recovery of possession of the Property, or to protect any rights given to the State against Permittee, and in any actions or proceedings under Title 11 of the United States Code, the prevailing party in such action on trial or appeal, shall pay to the other party such amount in attorney's fees in said action as the court shall determine to be reasonable, which shall be fixed by the court as part of the costs of said action.
23. **Voluntary Execution and Independence of Counsel:** By their respective signatures below, each Party hereto affirms that they have read and understood this Permit and have received independent counsel and advice from their attorneys with respect to the advisability of executing this Permit.
24. **Reliance on Investigations:** Permittee declares that it has made such investigation of the facts pertaining to this Permit, the Property and all the matters pertaining thereto as it deems necessary, and on that basis accepts the terms and conditions contained in this Permit. Permittee acknowledges that State has made, and makes, no representations or warranties as to the condition of the Property, and Permittee expressly agrees to accept the Property in its as-is condition for use as herein permitted.
25. **Entire Agreement:** The Parties further declare and represent that no inducement, promise or agreement not herein expressed has been made to them and this Permit contains the entire agreement of the Parties, and that the terms of this agreement are contractual and not a mere recital.
26. **Warranty of Authority:** The undersigned represents that they have the authority to, and do, bind the person or entity on whose behalf and for whom they are signing this Permit and the attendant documents provided for herein, and this Permit and said additional documents are, accordingly, binding on said person or entity.
27. **Assignment:** This Permit shall not be assigned, mortgaged, hypothecated, or transferred by Permittee, whether voluntarily or involuntarily or by operation of law, nor shall Permittee let, sublet or grant any license or permit with respect to the use and occupancy of the Property or any portion thereof, without the prior written consent of State. Permittee may continue to sublicense tower space to the City of Daly City for non-commercial governmental use.
28. **Choice of Law:** This Permit will be governed and construed by the laws of the State of California.

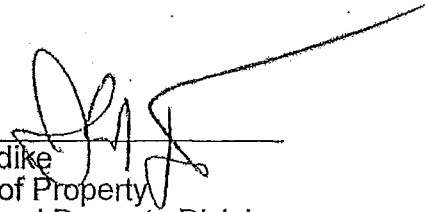
STATE OF CALIFORNIA
Department of Parks and Recreation

CITY AND COUNTY OF SAN FRANCISCO

By: *Danifa Rodriguez*
Name: Danifa Rodriguez
Title: District Superintendent

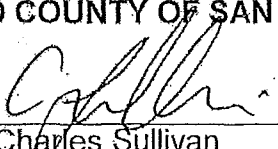
By: *William Lee* Anne Kronenberg
Name: WILLIAM LEE Executive Director
Title: CFO
Address: 1011 TULAC ST.
Phone: 558-3866

CITY AND COUNTY OF SAN FRANCISCO

By: 
Name: John Updike
Title: Director of Property
Dept: GSA – Real Property Division
Address: 25 Van Ness Ave, #400, SF
Phone: 415.554.9860

APPROVED AS TO FORM.

CITY AND COUNTY OF SAN FRANCISCO

By: 
Name: Charles Sullivan
Title: Deputy City Attorney
Dept: Office of City Attorney Dennis Herrera
Address: 1 Dr. Carlton B. Goodlett Pl., City Hall, Rm 234
Phone: 415.554.4735

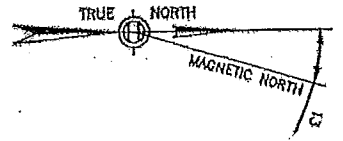
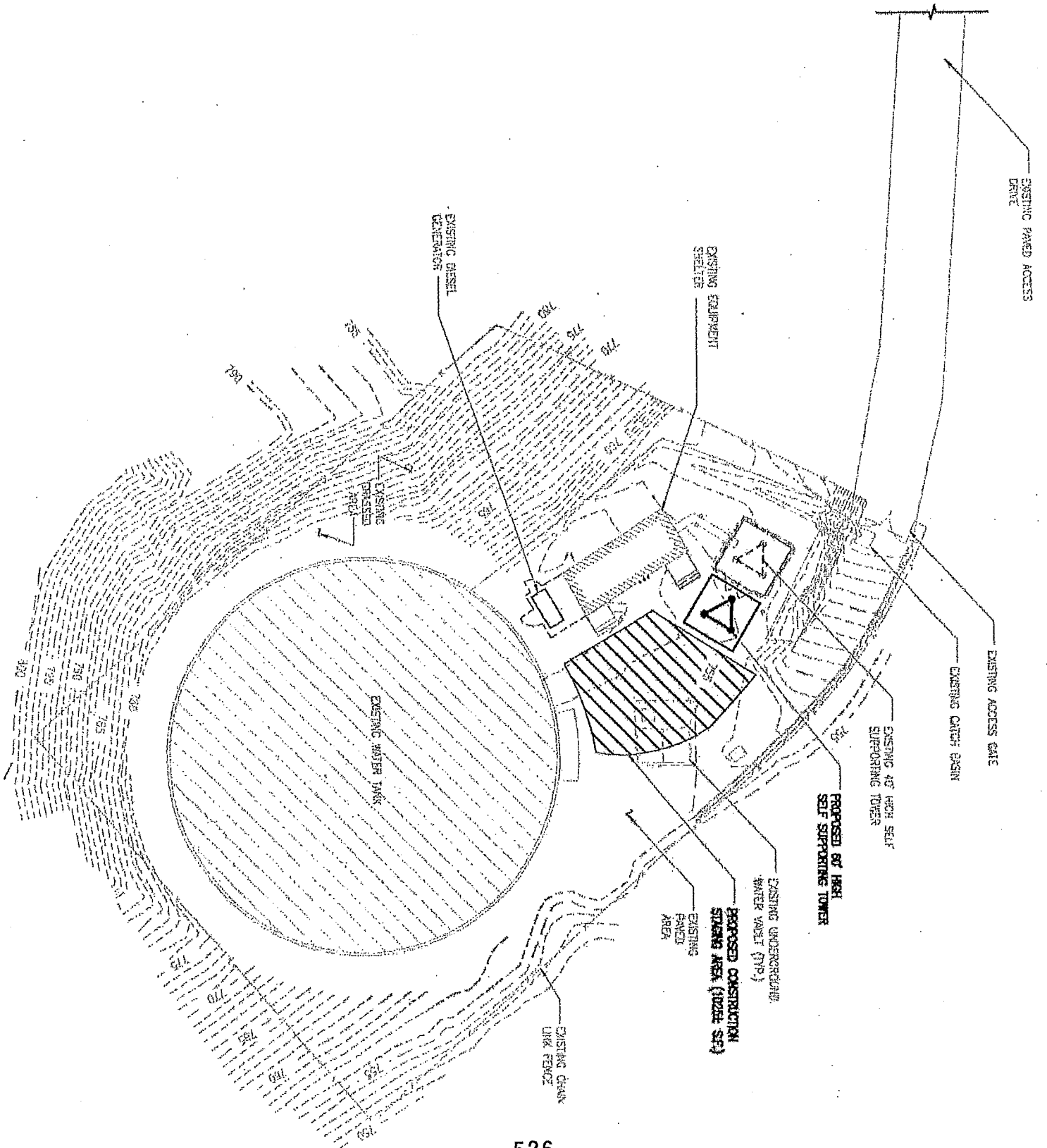


EXHIBIT A





Acquisition and Real Property Services Division
One Capitol Mall, Suite 410
Sacramento, California 95814

December 12, 2016

Claudia J. Gorham
Assistant Director of Real Estate
City & County of San Francisco
Real Estate Division
25 Van Ness, Suite 400
San Francisco, CA 94102
claudia.gorham@sfgov.org

Sent Via E-Mail

Subject: RIGHT OF ENTRY – 2nd Extension through June 30, 2017
San Bruno Mountain State Park – South Hill Telecommunications facility
CCSF Telecommunications Lease
Project No. 010686 - State Lease No. 660-2016-030

Dear Ms. Gorham,

On or about January 1, 2016, the Department of Parks and Recreation (DPR) granted the City and County of San Francisco (CCSF or Permittee), a six (6) month Right of Entry (ROE) permit for continued operation of the CCSF's 40-foot, public services telecommunications tower, which ROE had a termination date of June 30, 2016 or earlier if a new telecommunications lease could be put into place. On or about July 6, 2016, the parties entered into a 6-month Extension for said Right of Entry Permit through the end of December 31, 2016.

Now, therefore, the parties do hereby consent to this Second (2nd) extension of said Right of Entry Permit through the end of June 30, 2017, or earlier if the parties execute a new telecommunications lease before said date. All other terms and conditions of the original ROE, including the obligation to make monthly payments to DPR, shall remain unchanged and in full force and effect.

Please sign and return a copy of this extension letter to me at your earliest convenience.

If you have any questions or comments please do not hesitate to contact me at (916) 445-9118 or lyne.potter@parks.ca.gov.

Sincerely,


Lynne Potter
Senior Land Agent


Signatures continue on following page

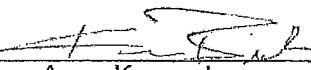
San Bruno Mountain State Park – South Hill Telecommunications facility
RIGHT OF ENTRY PERMIT – Extension through June 30, 2017

Consent:

STATE OF CALIFORNIA
Department of Parks and Recreation

CITY AND COUNTY OF SAN FRANCISCO

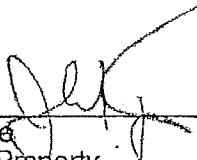
By: 
Name: Danita Rodriguez
Title: District Superintendent
Bay Area District
845 Casa Grande Road
Petaluma, CA 94954
(707) 769-5665 Ext. 224

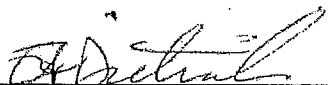
By: 
Name: Anne Kronenberg
Title: Executive Director
Ken Bukowski, Deputy City Administrator
Interim Director
Department of Technology
Date: _____

APPROVED AS TO FORM

CITY AND COUNTY OF SAN FRANCISCO

CITY AND COUNTY OF SAN FRANCISCO

By: 
Name: John Updike
Title: Director of Property
GSA – Real Property Division
25 Van Ness Ave., #400
San Francisco, CA
(415) 554-9860

By: 
Name: ~~Charles Sullivan~~
Title: Deputy City Attorney
Office of City Attorney Dennis Herrera
1 Dr. Carlton B. Goodlett Pl., City Hall
Room 234 San Francisco, CA
(415) 554-4735



SAN FRANCISCO
DEPARTMENT OF
TECHNOLOGY

One South Van Ness Avenue, 2nd Floor
San Francisco, CA 94103-0948
Office: 415-581-4001
Fax: 415-581-4002

February 1, 2017

Through Naomi Kelly,
City Administrator

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

2017 FEB -3 AM 10:32
SAN FRANCISCO
RECEIVED

Re: Resolution to approve Telecommunications Ground Lease for Emergency Radio Tower with California Department of Parks and Recreation in San Bruno Mountain State Park (San Mateo County)

Dear Board Members:

Enclosed for your consideration is a Resolution authorizing the lease of approximately 859 square feet for an existing City-owned and operated emergency radio telecommunications tower (and associated equipment) with the State of California, Department of Parks and Recreation, for use by the Department of Emergency Management and the Department of Technology.

In 1997, the Board of Supervisors approved a 800 MHz Radio System to be installed and used for emergency public services (SFFD, SFPD, SFSD, Public Health, etc.). For optimal coverage within the City, in 1998, the City entered into a lease agreement to use a portion of the land within the City of Daly City's Reservoir 2b Water Tank site on South Hill at Oakridge and Alta Vista in Daly City and built a 40' telecommunications tower. The City has been using the tower ever since. Just recently, in October 2016, the Board of Supervisors adopted Resolution No.16-0967, approving a new 800 MHz Project which proposes to continue to use the existing tower at South Hill for optimal coverage.

Unbeknownst to the City and the City of Daly City, the Reservoir 2b Water Tank site was actually on an easement of, and not owned in fee by, the City of Daly City. In 1980, the California Department of Parks and Recreation ("CDPR") took title to San Bruno Mountain State Park ("SBMSP") subject to an existing 1963 non-exclusive easement benefitting the City of Daly City for a water tank site. Since discovering the tower was on State Park Land, the State, the County of San Mateo, the City of Daly City and the City have been working toward a resolution and lease agreement.

The proposed lease is for the existing tower to remain with replacement microwave dishes for a twenty-five (25) year term. Initial base rent is \$43,884 per year [the standard formula based fee charged by the State derived from the number of antennas (up to 16) within a specific square footage (up to 2,500) less a 25% public entity discount] which increases 3.5% percent annually. It should be noted that this lease does not require an appraisal per Chapter 23 of the Administrative Code, but recent similar cell locations (similar number of antennas) are appraising for approximately \$90,000 per year.



City will be paying for its own metered utilities (approximately \$600/month or \$7,200/year).

In addition, the City must pay a one-time administrative fee of \$1,500.00 to the California Department of Parks and Recreation for preparation of the lease and related documents.

In light of the City's use of the site for over a decade without any payment to the State and the State's waiver of any claims to back or overdue rent at the time of the lease execution, the City and CDPR negotiated a total payment of \$175,000.00, divided in two equal installments over two years to the San Mateo County Parks Department to provide funding toward the following projects and improvements to specifically enhance the public's use and enjoyment of the SBMSP: (a) Old Guadalupe Trail Safety Corridor Project, (b) Seed Collection and Expansion Project, and (c) Bog Area Stewardship Project.

If you have any questions or require further information regarding the Citywide 800 MHz Project please contact Chris Chamberlain (DT) at (415) 603-9629, for questions regarding the lease terms, please contact Claudia J. Gorham (Real Estate Division) at (415) 554-9871.

Respectfully,



Ken Bukowski
Deputy City Administrator
Interim Director
Department of Technology

Enclosures as stated

cc: Anne Kronenberg, Director, DEM
John Updike, Director of Property
Rosemary Martinich, Land Agent, GSA

SOUTH HILL EMERGENCY RADIO TOWER – State of California, Department of Parks and Recreation – Lease of Radio Tower - San Bruno Mountain State Park

Preliminary Information Request
Budget and Finance Committee Meeting Preparation

Leo Levenson
Deputy Director
Finance & Administration, CFO/CAO
City and County of San Francisco Department of Technology
415-760-0579, Leo.Levenson@sfgov.org, sfgov.org/dt
One South Van Ness, 2nd Floor, Office 2209, San Francisco, CA 94103

Claudia J. Gorham
Assistant Director of Real Estate
City & County of San Francisco
Real Estate Division
25 Van Ness, Suite 400
San Francisco, CA. 94102
415-554-9871
claudia.gorham@sfgov.org

1. Attached via email
 - a. Proposed Resolution
 - b. Proposed Lease (and attachments)

2. Lease summary:

	Existing Lease Terms	New Lease Terms
Lease Period	N/A	Twenty-five Years July 1, 2017 – June 30, 2042
Size of property	N/A	One 40' Emergency Telecommunications Tower with up to 16 total antenna and related equipment on approximately 859+/- (less than 2,500 square feet)
Options to extend the lease	N/A	N/A
Base rent paid by tenant	N/A	\$ 3,653.66 per month (\$43,884 per yr.)

Annual rent adjustments to base rent	N/A	3.5 % per year
Tenant Improvement Allowance	N/A	None; No Tenant Improvements required
Utilities and services	N/A	City to pay for electric during term approximately \$7,200 per year
Administrative Fee	N/A	One-time fee - \$1,500.00
State Parks Benefit Fund	N/A	\$175,000 – two equal installments over two years

3. In 1997, the Board of Supervisors approved an 800 MHz Radio System to be installed and used for emergency public services (SFFD, SFPD, SFSD, Public Health, etc.). For optimal coverage within the City, in 1998, the City entered into a lease agreement to use a portion of the land within the City of Daly City's Reservoir 2b Water Tank site on South Hill at Oakridge and Alta Vista in Daly City and built a 40' telecommunications tower. No rent was charged by the City of Daly City. The City has been using the tower ever since. Just recently, in October 2016, the Board of Supervisors adopted Resolution No.16-0967, approving a new 800 MHz Project which proposes to continue to use the existing tower at South Hill for optimal coverage.

Unbeknownst to the City and the City of Daly City, the Reservoir 2b Water Tank site was actually on an easement of, and not owned in fee by, the City of Daly City. [In 1980, the California Department of Parks and Recreation ("CDPR") took title to San Bruno Mountain State Park ("SBMSP") subject to an existing 1963 non-exclusive easement benefitting the City of Daly City for a water tank site.] Since discovering the tower was on State Park Land, the State, the County of San Mateo, the City of Daly City and the City have been working toward a resolution and lease agreement.

4. N/A. The City and State will negotiate a new lease if tower continues to be needed.

5. N/A – No Tenant Improvements required. City supplies own equipment and own utilities and maintenance.

6. The State of California has the right to place one antenna on the tower if needed and there is room on the tower at no cost to State.

7. The existing tower is one of eight integral (required) towers of the City's existing and new Emergency Radio System to provide coverage for the City.

8. Similar cell locations (with similar number of antennas) are appraising for approximately \$90,000 or over per year. The City's yearly base rental for cell towers

(up to three antennas) was \$60,000 per year and increased in 2017 to \$78,000 not including additional antennas, towers, or square footage.

