STAFF REPORT

ITEM NO. 8

CITY OF OCEANSIDE

DATE: February 27, 2013

TO: Honorable Mayor and City Councilmembers

FROM: Property Management

SUBJECT: **PROPERTY USE AGREEMENT BETWEEN THE CITY OF OCEANSIDE AND NEW CINGULAR WIRELESS PCS, LLC, FOR THE USE OF CITY-OWNED PROPERTY FOR WIRELESS TELECOMMUNICATION PURPOSES**

SYNOPSIS

Staff recommends that the City Council approve a property use agreement with New Cingular Wireless PCS, LLC, to use a portion of City-owned real property at 3471 Cannon Road for telecommunications purposes, for a minimum total revenue of $360,183.21 for a ten-year period plus a one-time payment of $30,000; approve the appropriation of the $30,000 to the Information Systems operating account; and authorize the City Manager to execute the agreement.

BACKGROUND

Cingular Wireless PCS, LLC ("Cingular"), is one of the major providers of wireless cellular telecommunication services in the United States. Due to the increased demand for wireless cellular telecommunication services, Cingular is looking to increase its wireless cellular telecommunication capabilities to its customers nationally, statewide and regionally.

Cingular approached the City of Oceanside ("City") about using a portion of the real property situated at 3471 Cannon Road in the City of Oceanside ("Property") to construct and operate a wireless cellular telecommunications facility. Due to the Property's elevation within the City, Cingular determined that the Property was an ideal location for its wireless cellular telecommunication facilities to provide better service in the region, including Cingular's customers in the City. Cingular has received a Conditional Use Permit from the Development Services Department and is now seeking a property use agreement with the City.

The Property is currently being utilized by the Water Utilities Department as their San Francisco Peak Reservoir facility and related appurtenances. The Property is also currently leased to another telecommunication services provider, Sprint/Nextel, as well as being used by the City's Information Technology Division ("IT").

Additionally, on March 28, 2012, a property use agreement with another telecommunication services provider, Verizon Wireless (VAW) LLC ("Verizon"), was approved by the City Council ("Verizon Agreement"). Verizon is in the process of submitting an application for a Conditional Use Permit through the Development Services Department, with an option of co-locating some of its telecommunication facilities on Cingular's proposed structures.

ANALYSIS

The term of the property use agreement ("Cingular Agreement") with Cingular is for a period of ten years with the option for two additional terms of five years each. The City's Water Utilities Department does not anticipate using the entire Property at this time. However, there are plans for future expansion of the water infrastructure facilities in the future. Accordingly, the Cingular Agreement also provides for the relocation of Cingular's facilities after five years to another location at the Property in the event the City needs to expand its water utilities infrastructure to include the portion of the Property being used by Cingular.

Inasmuch as Cingular's wireless cellular telecommunication facility is located at a Water Utilities Department facility, for security purposes, any access to the Property will require a City representative to accompany Cingular. Further, Cingular will be required to pay a reasonable hourly rate for City staff time.

In addition to providing better wireless cellular telecommunication services to Cingular customers living in the City, the Cingular Agreement would also bring much-needed annual revenue to the City's General Fund. As an added benefit, under the terms of the Cingular Agreement, Cingular would also contribute a one-time payment to help defray the cost to obtain a licensed radio frequency for the equipment at the Property that is currently being operated by IT. The licensed frequency would significantly reduce potential radio frequency and/or other interference with the City's IT equipment.

As a result of Verizon's interest of also placing its telecommunication facilities at the Property, the Cingular Agreement requires that Cingular allow Verizon to co-locate some of its telecommunication facilities in a manner and location reasonably approved by Cingular. The Cingular Agreement also provides that the City, not Cingular, receives the revenue that Verizon is required to pay in accordance with the terms of the Verizon Agreement should Verizon co-locate some of its telecommunication facilities on Cingular's proposed structures.

Article 39, Section 3912, Locational and Siting Standards states that the greatest preference for Wireless Communication Facilities is on City-owned or controlled property. The Wireless Communication Facility would be required to meet all development and safety standards including a stealth design and third party review of the Radio Frequency (RF) Study to ensure compliance with these standards.

FISCAL IMPACT

The Cingular Agreement requires an annual rent payment of $30,000, payable in equal monthly installments subject to an annual increase based on the Consumer Price Index for San Diego ("CPI"), but in no event less than four percent or greater than eight percent during the initial ten-year term. The annual CPI increase will also apply to the two five-year extension periods. For the initial ten-year term the minimum revenue to the City is $360,183.21. The rent payments under the Cingular Agreement will be deposited into General Fund Telecom Account No. 1101.4351.0006.

Per the Cingular Agreement, Cingular will also be required to pay a one-time additional consideration in the amount of $30,000. This additional consideration is Cingular's contribution to help defray the cost incurred by IT to obtain a licensed radio frequency. The additional consideration will be deposited into Information Systems Account No. 155010841.4501 and appropriated to the Information Systems Account No. 155010841.5704.

COMMISSION OR COMMITTEE REPORT

Does not apply.

INSURANCE REQUIREMENTS

Cingular will be required to maintain the City's standard insurance requirements over the term of the Cingular Agreement.

CITY ATTORNEY'S ANALYSIS

The referenced documents have been reviewed by the City Attorney and approved as to form.

RECOMMENDATION

Staff recommends that the City Council approve a property use agreement with New Cingular Wireless PCS, LLC, to use a portion of City-owned real property at 3471 Cannon Road for telecommunications purposes, for a minimum total revenue of $360,183.21 for a ten-year period plus a one-time payment of $30,000; approve the appropriation of the $30,000 to the Information Systems operating account; and authorize the City Manager to execute the agreement.

PREPARED BY:

Douglas E. Eddow
Real Estate Manager

SUBMITTED BY:

Peter A. Weiss
City Manager

REVIEWED BY:

Michelle Skaggs Lawrence, Deputy City Manager

George Buell, Development Services Department Director

Cari Dale, Water Utilities Department Director

Teri Ferro, Financial Services Department Director

Prepared by
<u>& When Recorded Return to:</u>

New Cingular Wireless PCS, LLC
12555 Cingular Way, Suite 1300
Alpharetta, GA 30004
Attn: Network Real Estate Administration

APN: 169-011-18

(Space Above This Line For Recorder's Use Only)

Re: Market: Southern California
Cell Site Number: NS0016
Cell Site Name: San Francisco Peak (CA)
FA Number: 10554803
Address: 3471 Cannon Road, Oceanside, CA 92056
County: San Diego

MEMORANDUM
OF
LEASE

This Memorandum of Lease is entered into on this ____ day of _____, 201_, by and between the City of Oceanside, a municipal corporation (hereinafter referred to as "**City**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 12555 Cingular Way, Suite 1300, Alpharetta, GA 30004 (hereinafter referred to as "**Permittee**").

1. City and Permittee entered into a certain Property Use Agreement ("**Agreement**") on the _____ day of _____, 201_, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing are set forth in the Agreement.

2. The initial lease term will be ten (10) years ("**Initial Term**") commencing on the earlier of (i) the first (1st) day of the month immediately following the date Permittee is granted a final and unappealable building permit by the governmental agency charged with issuing such permits, or (ii) the first day of the month which is six (6) months following the date of execution by both Parties. There shall be two (2) successive five (5) year options to renew.

3. The portion of the land being leased to Permittee (the "**Premises**") is described in **Exhibit 1** annexed hereto.

4. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above written.

"City"

CITY OF OCEANSIDE,
a municipal corporation

Date:_____ By:_____
City Manager

APPROVED AS TO FORM:

By: Patricia Hamilton, ASST.
City Attorney

"Permittee"

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By:_____
Print Name: JAMES JANSMA
Its: DIRECTOR C+E
Date: 2/8/13

[NOTARY ACKNOWLEDGEMENTS ATTACHED]

ACKNOWLEDGMENT

State of California
County of San Diego)

On 2/8/13 before me, Michelle Thurman, Notary Public
(insert name and title of the officer)

personally appeared James Jansma,
who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that he~~/she/they~~ executed the same in his~~/her/their~~ authorized capacity~~(ies)~~, and that by his~~/her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Michelle T (Seal)

MICHELLE THURMAN
Commission # 1943526
Notary Public - California
San Diego County
My Comm. Expires Jul 9, 2015

CITY:

STATE OF CALIFORNIA
COUNTY OF _____)

On _____ before me, _____,
(insert name title of the officer)
personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT 1

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

THAT PORTION OF PARCEL 4 OF PARCEL MAP NO. 10839, IN THE CITY OF OCEANSIDE, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DECEMBER 24, 1980, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWESTERLY TERMINUS OF THAT CERTAIN COURSE IN THE BOUNDARY OF SAID PARCEL 4 HAVING A BEARING NORTH 47°53'14" EAST (RADIAL) AND A LENGTH OF 484.68 FEET;
THENCE FOLLOWING THE BOUNDARY OF SAID PARCEL 4 SOUTHERLY, 163.97 FEET ALONG A NONTANGENT CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 270 FEET TO THE TRUE POINT OF BEGINNING;
THENCE SOUTH 07°18'59" EAST 113.65 FEET TO A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 345 FEET;
THENCE SOUTHERLY ALONG SAID CURVE 320.32 FEET;
THENCE SOUTH 45°52'53" WEST 167.95 FEET TO A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 270 FEET;
THENCE LEAVING SAID BOUNDARY SOUTHERLY ALONG SAID CURVE LAST MENTIONED 167.32 FEET;
THENCE SOUTH 81°23'16" WEST, 58.91 FEET TO A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 670 FEET;
THENCE WESTERLY ALONG SAID CURVE 7.91 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 20 FEET, A RADIAL BEARING THROUGH SAID POINT BEARS SOUTH 7°56'10" EAST;
THENCE WESTERLY AND NORTHERLY ALONG SAID CURVE 32.89 FEET;
THENCE NORTH 03°42'04" WEST 168.84 FEET TO A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 828 FEET;
THENCE NORTHERLY ALONG SAID CURVE 309.08 FEET;
THENCE NORTH 25°05'20" WEST 167.49 FEET TO A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 428 FEET;
THENCE NORTHWESTERLY ALONG SAID CURVE 177.39 FEET TO A POINT ON A NONTANGENT LINE, A RADIAL BEARING THROUGH WHICH BEARS NORTH 41°09'53" EAST;
THENCE ALONG SAID NONTANGENT LINE NORTH 40°07'03" EAST 402.54 FEET TO A POINT ON A NONTANGENT CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 570 FEET, TO WHICH POINT A RADIAL BEARS NORTH 29°04'36" EAST, THENCE SOUTHERLY ALONG SAID CURVE 137.83 FEET; THENCE SOUTH 47°04'06" EAST 347.11 FEET TO A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 270 FEET; THENCE SOUTHERLY 187.33 FEET ALONG SAID CURVE TO THE TRUE POINT OF BEGINNING.

PROPERTY USE AGREEMENT

WITH

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

FOR USE OF CITY PROPERTY

AT

3471 Cannon Road, Oceanside, CA 92056

This Property Use Agreement, hereinafter called ("Agreement") is entered into this _____day of _____, 201_, by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter called ("City") and NEW CINGULAR WIRELESS PCS, LLC, a Delaware limited liability company hereinafter referred to as ("Permittee"). The effective date shall be the date this Agreement is approved by the Oceanside City Council, as evidenced by the date indicated hereinabove (the "Effective Date").

RECITALS

WHEREAS, City is owner of that certain plot, parcel or tract of land together with all rights and privileges arising in connection therewith, located at 3471 Cannon Road, in the City of Oceanside, County of San Diego, State of California, as more particularly described in **Exhibit "A"** attached hereto (collectively, the "**Property**"). Permittee desires to use a portion of the Property in connection with its federally licensed communications business. City desires to grant to Permittee the right to use a portion of the Property in accordance with this Agreement.

WHEREAS, Permittee is licensed by the Federal Communications Commission (the "FCC") to provide wireless communication services;

WHEREAS, Permittee represents that it the holder of a Wireless Registration Identification Number U-3060-C issued by the California Public Utilities Commission of the State of California ("CPUC"); and

WHEREAS, Permittee's use of said Property in accordance with the terms, covenants, conditions and provisions contained herein below will benefit the general population of the City.

NOW THEREFORE, in consideration thereof and for other valuable consideration as set forth herein, the parties hereto do mutually agree as follows:

AGREEMENT

SECTION 1: USES

1.01 Premises. City hereby authorizes Permittee to use, in accordance with the terms, covenants, conditions and provisions of this Agreement:

a. a certain portion of the Property containing approximately three hundred twenty-eight (328) square feet including the air space above such ground space for the placement of the Permittee Facilities as described on attached **Exhibit "B"** (the "**Equipment Space**");

b. that certain separate space on the Property, as generally depicted on attached **Exhibit "B"**, where Permittee shall have the right to construct improvements and to install its antennas (collectively, the "**Tower Space**"); and

c. those certain non-exclusive areas where Permittee's conduits, wires, cables, cable trays and other necessary connections are located between the Equipment Space and the Tower Space, and between the Equipment Space and the electric power, telephone, and fuel sources for the Property (hereinafter collectively referred to as the "**Connection Space**"). City agrees that Permittee shall have the right to install connections between Permitee's equipment in the Equipment Space and Tower Space; and between Permittee's equipment in the Equipment Space and the electric power, telephone, and fuel sources for the Property, and any other improvements. City further agrees that Permittee shall have the right to install, replace and maintain utility lines, wires, poles, cables, conduits, pipes and other necessary connections over or along any right-of-way extending from the nearest public right-of-way to the Premises. The Equipment Space, Tower Space and the Connection Space are hereinafter collectively referred to as the "**Premises**", as more particularly described and illustrated in **Exhibit "B",** attached hereto and by this reference made part of this Agreement.

In return for this permission, Permittee hereby agrees to act in accordance with and abide by the terms, covenants, conditions and provisions of this Agreement.

1.02 Ingress and Egress Over City Property. City further grants to Permittee the non-exclusive right for ingress and egress to the Premises, in order to install and access Permittee's Facilities in accordance with the terms as set forth herein below, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, cables, conduits, and pipes over, under or along a ten-foot (10') travel way extending from the nearest public right-of-way to the Premises. City agrees to allow Permittee access to the Premises during ordinary business hours (8:00 a.m. – 5:00 p.m. Monday through Friday) for regular maintenance and repairs and any such ingress and egress over city-owned property shall be accompanied by a City employee after Permittee has provided telephonic and/or e-mail notice to the City of the need to access the Premises. City agrees to respond to Permittee's request as expeditiously as reasonably possible given the date and time of the telephonic and/or e-mail notice. In event of an after ordinary business hours emergency, which shall be deemed to include any outage or failure

of the Permitteed Facilities (as defined in Section 10.3 below), Permittee can contact the City's 24/7 Dispatch Department after hours dispatch at (760) 435-4912 to gain accompanied access to the Premises. Permittee agrees to pay the City's reasonable applicable hourly rate, but not to exceed Fifty Dollars ($50.00) per hour, for any City employee that is required to accompany Permittee when allowing access to the Premises.

Notwithstanding anything to the contrary contained in this Agreement, Permittee's use of the Premises (except for the Connection Space) and Permittee's Facilities, as defined in Section 1.03 below, shall be exclusive.

1.03 **Uses.** It is expressly agreed that the Premises shall be used by Permittee (or any Permitted Transferee as defined in Section 5.10 below) solely and exclusively for the purpose of a wireless communication site, and for such other related or incidental purposes as may be reasonably required by Permittee for the use, maintenance and operations of the Permittee Facilities (as defined below) and Permittee's wireless communications business, and for no other purpose whatsoever. Permittee covenants and agrees to use the Premises for the above-specified purposes. In the event that Permittee uses the Premises for purposes not expressly authorized herein, the City may declare Permittee in default under this Agreement in accordance with Section 5.11 of this Agreement.

Upon approval of a Conditional Use Permit by the City, Permittee has the right to erect, maintain and operate on the Premises, radio communications facilities, antenna towers or poles, utility lines, transmission lines, air conditioned equipment shelter(s), electronic equipment, radio transmitting and receiving antennas, supporting equipment and structures thereto, more fully described and illustrated in drawings on file in the Planning Division of the City of Oceanside, and hereinafter referred to as **"Permittee Facilities"**. In the event Permittee does not obtain a Conditional Use Permit within twenty-four (24) months from the Effective Date of this Agreement, either party shall have the right to terminate this Agreement by providing written notice to the other party no less than sixty (60) days in advance; provided, however, this timeframe shall be extended for an additional six (6) months in the event that Permittee has not secured a Conditional Use Permit within such twenty-four (24) month period, provided that Permittee is diligently pursuing its efforts with the City to secure such Conditional Use Permit.

In connection therewith, Permittee has the right to do all work necessary to prepare, maintain and alter the Premises for Permittee's business operations and to install transmission lines connecting the antennas to the transmitters and receivers. All of Permittee's construction and installation work shall be performed at Permittee's sole cost and expense and in a good and workmanlike manner. Title to the Permittee Facilities shall be held by Permittee. All of Permittee Facilities shall remain Permittee's personal property and are not fixtures. Permittee shall remove all above ground portions and all undergrounded utilities and foundations of the Permittee Facilities at its sole expense within one hundred twenty (120) days of the expiration or earlier termination of the Agreement; provided Permittee repairs any damage to the Premises caused by such removal. Notwithstanding the foregoing, in the event the City notifies Permittee in writing that the City wishes to keep and utilizes the undergrounded utilities and/or foundations, then Permittee shall have no obligation to remove those portions of the undergrounded utilities or foundations, if any, that are identified in City's written notice.

1.04 Abandonment by Permittee. Even though Permittee has breached the Agreement and abandoned the Premises, this Agreement may at City's discretion continue in effect for so long as City does not terminate this Agreement, and City may enforce all its rights and remedies hereunder, including but not limited to the right to recover the property use payment as it becomes due, plus damages, costs and fees.

1.05 Relocation. In the event the City is in need of the Premises for any future expansion of the City's facility on the Property, of which the Premises is a part, the City reserves the right to require Permittee to relocate Permittee Facilities to a different portion of the Property ("Relocation Premises") and to determine a new description of the Premises, so as not to interfere with any future expansion by City. The City shall give Permittee at least three hundred and sixty-five (365) days written notice. Any relocation shall be at the sole cost and expense of Permittee. In the event that Permittee, in its sole and absolute discretion, determines that it is economically not feasible to relocate Permittee Facilities per the change in the description of the Premises, Permittee shall have the right to terminate the Agreement by providing City with written notice within sixty (60) days after receipt of the notice from City to relocate. City will exercise its relocation right by delivering written notice pursuant to the terms of this Agreement to Permittee. In the notice, City will identify the proposed Relocation Premises on the Property to which Permittee may relocate the Permittee Facilities. City and Permittee hereby agree that a survey (prepared at the sole cost and expense of City) of the Relocation Premises (including the access and utility easements) will supplement **Exhibit "B"** hereto and become a part hereof, and the Relocation Premises shall be considered the Premises for all purposes hereunder. During any such relocation, if any, Permittee will be permitted to install any type of temporary facility reasonably necessary to keep its Permittee Facilities operational.

1.06 Co-Location. Notwithstanding anything to the contrary contained in this Agreement, for the purpose of co-location of Wireless Communication Facilities on City-owned property pursuant to Article 39 of the Code of the City of Oceanside ("**Article 39**"), Permittee agrees to allow Verizon Wireless (VAW) LLC, dba Verizon Wireless ("**Verizon**") to install its antenna and related facilities on the "**Tower Space**" in a manner and location reasonably approved by Permittee. Said co-location shall be pursuant to a separate agreement between Permittee and Verizon setting forth the construction, use, and maintenance rights and responsibilities of the respective parties; provided, however, Permittee shall not require a property use payment from Verizon for the co-location of its antenna and related facilities on the "Tower Space", as Verizon will be making a separate property use payment to the City directly, pursuant to the Property Use Agreement between Verizon and the City ("**Verizon Agreement**"). Said Verizon Agreement sets forth the terms and conditions of the use of other portions of the Property between Verizon and the City, such as the placement of Verizon's other equipment at the Property, the non-exclusive use of certain other areas of the Property, and ingress and egress over the Property. So long as Permittee acts in good faith to enter into said co-location agreement with Verizon for the purpose of complying with the provisions of Article 39, in the event said co-location agreement with Verizon is not consummated this Agreement shall nonetheless continue in full force and effect.

SECTION 2: TERM

2.01 Commencement. The term of this Agreement shall be for a period of **ten (10) years** (the "Initial Term"). The Commencement Date shall be the earlier to occur of the following: (i) the first (1st) day of the month immediately following the date Permittee is granted a final and unappealable building permit by the governmental agency charged with issuing such permits, or (ii) the first day of the month which is six (6) months following the date of execution by both Parties. City and Permittee agree that they shall acknowledge in writing the Commencement Date in the event the Commencement Date is based upon the date Permittee is granted a building permit. In the event the Commencement Date is the fixed date set forth above, there shall be no written acknowledgement required. City and Permittee acknowledge and agree that initial rental payment(s) shall not actually be sent by Permittee until forty-five (45) days after the Commencement Date or after a written acknowledgement confirming the Commencement Date, if such an acknowledgement is required.

2.02 Renewal Option. Provided the Permittee is not then in default of this Agreement beyond any applicable cure period under this Agreement, this Agreement will automatically renew for **two (2)** additional terms of **five (5) years** each (each five (5) year term shall be defined as an "Extension Term"), under the same terms and conditions of this Agreement unless Permittee notifies City in writing of Permittee's intention not to renew this Agreement at least sixty (60) days prior to the expiration of the existing Term.

2.03 Business License. Permittee agrees to obtain and maintain, at its sole cost and expense, a current business license issued from the City of Oceanside during the full term of this Agreement, provided such a license is required for Permittee's operations under this Agreement.

SECTION 3: PROPERTY USE PAYMENT

3.01 Time and Place of Payment. The Permittee shall make all payments monthly in advance on or before the fifth day of each month. Checks shall be made payable to the City of Oceanside and delivered to the City at the address set forth in Subsection 5.6 of this Agreement. City may change the place and time of payment at any time upon thirty (30) day's written notice to Permittee.

3.02 Initial Property Use Payment. The minimum annual property use payment for the first (1st) year of this Agreement shall be **Thirty Thousand and No/100 Dollars ($30,000.00)** which shall be payable monthly in advance at the rate of **Two Thousand Five Hundred and No/100 Dollars ($2,500.00)** on or before the fifth (5th) day of each new month. For the convenience of this Agreement, Property Use Payment may be referred to as "Rent".

3.03 Minimum Property Use Payment Adjustment Date. The minimum property use adjustment date shall be the first (1st) day of July of each year following the first anniversary of the Commencement Date (as defined in Subsection 2.01) of this Agreement. The minimum annual property use payment amount and the corresponding prorated monthly payments shall be adjusted on each property use payment adjustment date as set forth below. By mutual agreement of City and Permittee, **in no event shall the adjusted property use payment increase be less than four percent (4%) or more than eight percent (8%) per year.**

a. Adjustment Index. The index used will be the semi-annual Consumer Price Index for "All Urban Consumers" for San Diego, California ("CPI"). If this index is no longer published, the index for adjustment will be the U.S. Department of Labor's "Comprehensive Official Index" most comparable to the aforesaid index.

If the Department of Labor indices are no longer published, another index generally recognized as authoritative will be substituted by the City. Any reference in this agreement to "CPI" or "index" shall mean the index used in accordance with this Subsection 3.03a.

Regardless of the index publication dates, the minimum property use payment adjustment dates shall be on the dates defined by Subsection 3.03 above. Until the minimum property use payment adjustment can be actually calculated in accordance with this Agreement, Permittee shall continue to make payments at the existing property use payment rate. When the adjustment is calculated, the balance of property use payments due at the adjusted rate, from the property use payment adjustment date through the date of calculation, will be paid to City within thirty (30) days of receipt of written notice by Permittee from the City. In no event shall the adjusted property use payment, as established by the CPI, be less than the property use payment in existence immediately prior to the adjustment date.

b. Minimum Property Use Payment Adjustment Computation. The annual minimum property use payment adjustment shall be computed in accordance with the following definitions and formulas:

Definitions:

Initial Minimum Annual Property Use Payment: The annual minimum property use payment as the Commencement Date of this Agreement as listed in Subsection 3.02 above.

Existing Minimum Annual Property Use Payment: The existing minimum annual property use payment shall be the minimum annual property use payment amount in effect on the date preceding the property use payment adjustment date.

Percent change in the CPI: The percent change in the CPI shall be the percent change in the San Diego All Consumer Index over the preceding twelve (12)-month period covered by the most recent publication of the Index.

Property Use Payment Adjustment Formulas:

First Adjustment: Initial Minimum Annual Property Use Payment + (Initial Minimum Annual Property Use Payment x the percent change in the CPI) = Existing Minimum Annual Property Use Payment.

For example: $30,000 + ($30,000 x 5% CPI) = $31,500

Subsequent Adjustments: The Existing Minimum Annual Property Use Payment + (Existing Minimum Annual Property Use Payment x the percent change in the CPI) = new Existing Minimum Annual Property Use Payment.

For example: $31,500 + ($31,500 x 5% CPI) = $33,075

3.04 Additional Consideration. Permittee shall also be required to pay a one (1) time additional consideration payment in the amount of Thirty Thousand and No/100 Dollars ($30,000.00). Said additional consideration is for the City to make the Permittee Facilities at the Premises compatible with City's communication facilities by addressing any potential radio frequency and/or other interference as more particularly described in Section 6.11 below. Such one-time payment will be forwarded by Permittee to City within sixty (60) days after the commencement of construction by Permittee.

3.05 Delinquent Payment. If Permittee fails to pay the Rent when due, and Permittee fails to tender the past due Rent within ten (10) business days following Permittee's receipt of written notice from City of such failure, then Permittee shall pay in addition to the unpaid payments, five percent (5%) of the delinquent payment, which is hereby mutually agreed by the parties to be appropriate to compensate City for loss resulting from payment delinquency, including lost interest, opportunities, legal costs, and the cost of servicing the delinquent account.

SECTION 4: INSURANCE RISKS/SECURITY

4.01 Indemnity. Permittee and City shall indemnify and hold harmless the other party and its officers, agents and employees against all claims for damages to persons or property arising out of or related to the conduct of such party or its employees, agents or others in connection with or related to its use and occupation of the Premises under this Agreement, except those claims arising from the negligence or willful misconduct of the other party, its officers, agents, or employees. This indemnification shall include any and all costs, expenses, attorney's fees and liability incurred by the other party, its officers, agents, or employees in defending against such claims, whether the same proceed to judgment or not. Further, each party at its own expense shall, upon receipt of written request by the other party, defend any such suit or action brought against the other party, its officers, agents, or employees.

4.02 Insurance. Permittee shall take out and maintain at all times during the term of this Agreement the following insurance at its sole expense:

a. Permittee shall maintain the following minimum limits:

General Liability	
Combined Single Limit Per Occurrence	$1,000,000
General Aggregate	$2,000,000

b. All insurance companies affording required coverage to the Permittee shall be required to add the City of Oceanside as "additional insured" under the insurance policy(s) required in accordance with this Agreement.

c. All insurance companies affording required coverage to the Permittee shall be insurance organizations rated at least A-VII by AM Best, and authorized by the Insurance Commissioner of the State Department of Insurance to transact business of insurance in the State of California.

d. All insurance companies affording required coverage shall provide thirty (30) days written notice to the City of Oceanside should the policy be canceled before the expiration date.

e. Permittee shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance, in a form satisfactory to the City Attorney, concurrently with the submittal of this Agreement.

f. Permittee shall provide a substitute certificate of insurance no later than ten (10) days prior to the policy expiration date. Failure by the Permittee to provide such a substitution and extend the policy expiration date shall be considered a default by Permittee and may subject the Permittee to a termination of this Agreement.

g. Maintenance of insurance by the Permittee as specified in this Agreement shall in no way be interpreted as relieving the Permittee of any responsibility whatever and the Permittee may carry, at its own expense, such additional insurance as it deems necessary.

h. If Permittee fails or refuses to take out and maintain the required insurance, or fails to provide the proof of coverage, City has the right to obtain the insurance. Permittee shall reimburse City for the reasonable premiums paid with interest at the maximum allowable legal rate then in effect in California. City shall give notice of the payment of premiums within 30 days of payment stating the amount paid, names of the insurer(s) and rate of interest. Said reimbursement and interest shall be paid by Permittee on the first (1st) day of the month following at least fifteen (15) day notice of payment by City.

Notwithstanding the preceding provisions of this Subsection, any failure or refusal by Permittee to take out or maintain insurance as required in this Agreement, or failure to provide the proof of insurance, shall be deemed a default under this Agreement.

i. City, at its discretion, may require the revision of amounts and coverage at any time during the term of this Agreement by giving Permittee **sixty (60) days** prior written notice. City's requirements shall be designed to assure protection from and against the kind and extent of risk existing on the Premises. Permittee also agrees to obtain any additional insurance required by City for new improvements, in order to meet the requirements of this Agreement.

4.03 Accident Reports. Permittee shall, within **three (3) business days** of Permittee's actual knowledge of an occurrence (with no Permittee independent duty to investigate such occurrence), report to City any accident causing property damage or any injury to persons on the Premises. This report shall contain the names and addresses of the parties involved, a statement of the circumstances, the date and hour, the names and addresses of any witnesses and other pertinent information.

SECTION 5: GENERAL PROVISIONS

5.01 Waste, Damage, or Destruction. Permittee shall give notice to City of any casualty or other damage that occurs on the Premises within three (3) business days of the date that Permitteed has actual knowledge (with no Permittee independent duty to investigate such occurrence) of such casualty or damage. Permittee shall not commit or suffer to be committed any waste or injury or any legal nuisance, agrees to keep the Premises clean and clear of refuse and obstructions, and to dispose of all garbage, trash, and rubbish in a manner reasonably satisfactory to City. If the Premises and/or and City improvements adjacent thereto shall be damaged by Permittee, its officers, agents, employees or contractors, Permittee agrees to make or cause to be made full repair of said damage and to restore the Premises and/or City improvements adjacent thereto to the condition which existed prior to said damage; or, at City's option with respect to the Premises, and upon receipt of written demand thereof, Permittee agrees to clear and remove from the Premises all debris resulting from said damage and rebuild the Premises in accordance with plans and specifications previously submitted to City and approved in writing in order to replace in kind and scope the operation which existed prior to such damage. Permittee shall be responsible for all costs incurred in the repair and restoration, or rebuilding of the Premises and/or City improvements adjacent thereto except to the extent caused by City, its employees, agents or contractors, and any of them.

5.02 Maintenance. With respect to Permittee's operations at or on the Premises, Permittee shall make all repairs and replacements necessary to maintain and preserve the Premises and the Permittee Facilities in a decent, safe, healthy, and sanitary condition reasonably satisfactory to City and in compliance with all applicable laws.

In the event that the Premises and/or the Permittee Facilities are not in a decent, safe, healthy, and sanitary condition, City shall have the right, upon thirty (30) days written notice to Permittee, to have any necessary maintenance work done at the expense of Permittee, and Permittee shall promptly pay any and all reasonable costs incurred by City in having such

necessary maintenance work done, in order to keep said Premises and/or the Permittee Facilities in a decent, safe, healthy, and sanitary condition. Permittee shall make payment no later than **thirty (30) days** after receipt of written notice from the City of an invoice accompanied by reasonable substantiation of the City's cost so incurred. Further, if at any time City determines that said Premises and/or the Permittee Facilities are not in a decent, safe, healthy, and sanitary condition, City may at its sole option, upon written notice, require Permittee to file with City a faithful performance bond to assure prompt correction of any condition which is not decent, safe, healthy, and sanitary. Said bond shall be in an amount adequate in the opinion of City to correct the said unsatisfactory condition, provided that the amount shall not exceed One Hundred Fifty Percent (150%) of City's good faith estimate of the cost to repair such condition. Permittee shall pay the cost of said bond. The rights reserved in this section shall not create any obligations on City or increase obligations elsewhere in this Agreement imposed on City.

5.03 Utilities. Permittee agrees to order, obtain, and pay for all utilities, services, and installation charges in connection with the development, occupation and operation of the Premises and the Permittee Facilities.

5.04 Signs. Except to the extent provided under this Agreement or as otherwise required by applicable laws, Permittee shall not erect or display any banners, pennants, flags, posters, signs, decorations, marquees, awnings, or similar devices or advertising without the prior written consent of City. If any such unauthorized item is found on the Premises, Permittee shall remove the item at its expense with seventy-two (72) hours of Permittee's receipt of written notice thereof by City, or City may thereupon remove the item at Permittee's cost.

5.05 Taxes. Permittee shall pay, before delinquency, all taxes, assessments, and fees assessed or levied upon Permittee or Permittee's use of the Premises, including, any buildings, structures, machines, equipment, appliances, or other improvements or property of any nature whatsoever erected, installed, or maintained by Permittee or levied by reason of the business or other Permittee activities related to the Premises, including any licenses or permits.

Permittee recognizes and agrees that this Agreement may create a possessory interest subject to property taxation, and that Permittee may be subject to the payment of taxes levied on such interest, and that Permittee shall pay all such possessory interest taxes.

5.06 Notices. All notices, demands, requests, consents or other communications which this Agreement contemplates or authorizes, or requires or permits either party to give to the other, shall be in writing and shall be personally delivered or mailed to the respective party as follows:

To City:

Attention: Property Management
City of Oceanside
300 North Coast Highway
Oceanside, CA 92054

Telephonic or electronic notification to City to access the Premises:

Attention: Rosa Jones
Telephone No. (760) 863-9224
E-mail address: rajones@ci.oceanside.ca.us

To Permittee:

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site #: NS0016
Cell Site Name: San Francisco Peak (CA)
Fixed Asset No: 10554803
12555 Cingular Way, Suite 1300
Alpharetta, GA 30004

With a required copy of the notice sent to the addresses above to AT&T Legal Department at:

If sent via certified or registered mail:

New Cingular Wireless PCS, LLC
Attn: AT&T Legal Department
Re: Cell Site #: NS0016
Cell Site Name: San Francisco Peak (CA)
Fixed Asset No: 10554803
P.O. Box 97061
Redmond, WA 98073-9761

Or, if sent via nationally recognized overnight courier:

New Cingular Wireless PCS, LLC
Attn: AT&T Legal Department
Re: Cell Site #: NS0016
Cell Site Name: San Francisco Peak (CA)
Fixed Asset No: 10554803
16331 NE 72nd Way
Redmond, WA 98052-7827

Either party may change its address by giving thirty (30) days' prior written notice of it to the other party as provided herein.

All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered, addressed to the offices of the party to whom the communication is to be sent, as designated above.

In the event of a change in ownership, transfer or sale of the Property, within ten (10) days of such transfer, City or its successor will send the documents listed below in this subsection (b) to Permittee. Until Permittee receives all such documents, Permittee shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement.

i. New deed to Property
ii. Bill of Sale or Transfer
iii. Copy of current Tax Bill, if available
iv. New IRS Form W-9
v. Completed and Signed AT&T Payment Direction Form
vi. Full contact information for new landlord including all phone number(s)

5.07 City Approval. The City Manager shall be the City's authorized representative in the interpretation and enforcement of all services performed in connection with this Agreement. The City Manager may delegate authority in connection with this Agreement to the City Manager's designee(s).

5.08 Entire Agreement. This Agreement comprises the entire integrated understanding between City and Permittee concerning the use and occupation of the Premises and supersedes all prior negotiations, representations, or agreements. Each party has relied on its own examination of the Premises, advice from its own attorneys, and the warranties, representations, and covenants of this Agreement itself.

The interpretation, validity and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. The Agreement does not limit any other rights or remedies available to City or Permittee.

The Permittee shall be responsible for complying with all Local, State, and Federal laws whether or not said laws are expressly stated or referred to herein.

Should any provision herein be found or deemed to be invalid, the Agreement shall be construed as not containing such provision, and all other provisions which are otherwise lawful shall remain in full force and effect, and to this end the provisions of this Agreement are severable. The parties shall negotiate in good faith in an attempt to agree to another provision (instead of the provision held to be invalid, illegal or unenforceable) that is valid, legal and enforceable and carries out the parties' intentions to the greatest lawful extent. If any such action or determination renders the overall performance of this Agreement impossible or materially impairs the original purpose, intent or consideration of this Agreement, and the parties are, despite the good faith efforts of each, unable to amend this Agreement to retain the original purpose, intent and consideration in compliance with that court or agency determination, either party may terminate this Agreement upon sixty (60) days' prior written notice to the other party.

This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

5.09 Agreement Modification. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto.

5.10 Assignment and Subletting Prohibition. Permittee will have the right to assign, sell or transfer its interest under this Agreement without the approval or consent of City, to (each a "Permitted Transferee") Permittee's Affiliate or to any entity which acquires all or substantially all of the Permittee's assets in the market defined by the FCC in which the Property is located by reason of a merger, acquisition, or other business reorganization. Unless consented to in writing by the City, such assignment, transfer or sale by Permittee to any Permitted Transferee shall not relieve Permittee of any future performance, liabilities and obligations under this Agreement. Permittee shall have the right to sublease the Premises, in whole or in part, without City's consent. Permittee may not otherwise assign this Agreement without City's consent, City's consent not to be unreasonably withheld, conditioned or delayed.

5.11 Defaults and Termination. This Agreement may be terminated, in addition to pursuing all other available legal and/or equitable remedies, by providing **thirty (30) days** prior written notice as follows: (i) by either party upon a default of any covenant or term hereof by the other party, which default is not cured within **thirty (30) days** of receipt of written notice of default, provided that no such failure, however, will be deemed to exist if such party has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence, and further that delay in curing a default will be excused if due to causes beyond the reasonable control of such party, (ii) by Permittee for any reason or for no reason, provided said party delivers written notice of early termination no later than **thirty (30) days** prior to the Commencement Date of this Agreement; or (iii) by Permittee if it does not obtain or maintain any license, permit or other approval necessary for the construction and operation of Permittee Facilities: or (iv) by Permittee if Permittee is unable to occupy and utilize the Premises due to an action of the FCC including without limitation, a take back of spectrum or change in frequencies.

City may also terminate this Agreement upon written notice to Permittee in the event that:

a. Permittee has previously been notified by City of Permittee's default under this Agreement and Permittee, after beginning to cure the default, fails to diligently pursue the cure of the default to completion, or

b. Permittee shall voluntarily file or have involuntarily filed against it any petition under any bankruptcy or insolvency act or law, or

c. Permittee shall be adjudicated a bankruptcy, or

d. Permittee shall make a general assignment for the benefit of creditors.

Upon termination, City may exercise all rights and remedies afforded to City under applicable laws.

5.12 Other Regulations. All use of the Premises under this Agreement shall be in accordance with the laws of the United States of America, the State of California and in accordance with all applicable rules and regulations and ordinances of the City of Oceanside now in force, or hereinafter prescribed or promulgated by resolution or ordinance or by State or Federal law, provided that same are adopted and applied in a reasonable, uniform and non-discriminatory manner.

5.13 Future Rules and Orders. The Permittee, or any successor or authorized assign, shall abide by any agreements, rules, regulations, orders, or directives governing the use of the Premises as the City may find necessary or appropriate in the exercise of its police powers, provided that same are adopted and applied in a reasonable, uniform and non-discriminatory manner.

SECTION 6: SPECIAL PROVISIONS

6.01 Related Council Action. By the granting of this Agreement, neither City nor the Council of the City is obligating itself to any other governmental agent, board, commission, or agency with regard to any other discretionary action relating to development or operation of the Premises. Discretionary action includes, but is not limited to, rezoning, variances, conditional use permits, environmental clearances or any other governmental agency approvals which may be required for the development and operation of the Premises.

6.02 Use of the Premises. Permittee acknowledges that the paramount use of Premises is for public services. Permittee agrees to coordinate use of the Premises with City so as not to unreasonably conflict with City's programs and activities.

6.03 Ancillary Uses and Services. No additional uses or services, other than those provided for under Section 1.03 of this Agreement, shall be provided by Permittee from or at the demised Premises.

6.04 Standards of Operation. Permittee agrees that it shall operate and manage Permittee's Facilities upon or from the Premises in a commercially reasonable manner and comparable to other similar facilities operated and managed by Permittee within the San Diego County and other Southern California areas.

6.05 Permittee's Employees. Permittee shall provide an experienced and well-qualified supervisor to oversee all operations conducted by Permittee on the Premises. Permittee shall ensure that its employees shall at all times conduct themselves in a creditable manner, and they shall conform to all rules, regulations and requirements, as well as all rules and regulations as hereafter may be promulgated, or put into operation by the City, provided that such rules, regulations and requirements are not in conflict with the terms of this Agreement and are adopted and applied in a reasonable, uniform and non-discriminatory manner. Permittee shall maintain a staff in adequate size and number to effectively operate, maintain, and administer all of the Permittee Facilities located on the Premises.

6.06 Hazardous Substances. Permittee agrees that it will not use, generate, store or dispose of any Hazardous Material, as defined below, on, under, about or within the Premises in violation of any law or regulation. City represents, warrants and agrees (i) that neither City nor, to City's knowledge, any third party has used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any Hazardous Material on, under, about or within the Premises in violation of any law or regulation, and (ii) that City will not, and will not permit any third party to use, generate, store or dispose of any Hazardous Material on, under, about or within the Premises in violation of any law or regulation. City covenants and agrees that Permittee shall have no duties, responsibilities and liabilities for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from subsurface or other contamination of the Property or Premises with hazardous substances prior to the effective date of this Agreement, or from such contamination caused by the acts or omissions of City during the Term, or any breach of any representation, warranty or agreement contained in this paragraph. Permittee agrees to defend, indemnify and hold harmless the City and its officials, agents and employees against any and all losses, liabilities, claims and/or costs (including reasonable attorney's fees and costs) arising from any breach of any representation, warranty or agreement contained in this paragraph. As used in this paragraph, "Hazardous Material" shall mean petroleum or any petroleum product, asbestos, any substance known by the state in which the Premises is located to cause cancer and/or reproductive toxicity, and/or any substance, chemical or waste that is identified as hazardous, toxic, dangerous or explosive in any applicable federal, state or local law or regulation. The provisions of this paragraph shall survive the termination of this Agreement.

No machinery or apparatus shall be used or operated on or about the Premises which will in any way injure the Premises or improvements thereon, or adjacent or other Premises, or improvements thereon, or to persons; provided, however, that nothing contained in this section shall preclude Permittee from bringing, keeping or using on or about the Premises such

materials, supplies, equipment and machinery as are appropriate or customary in carrying on its said business, or from carrying on its business in all usual respects.

Open flame welding or burning is expressly prohibited without prior written consent of the City.

6.07 Continued Occupancy. Permittee covenants and agrees to, and it is the intent of this Agreement that the Permittee shall, continuously and uninterruptedly during the term of the Agreement, occupy and use the Premises for the purposes hereinabove specified, except while Premises are not usable by Permittee by reason of fire, flood, or other unavoidable casualty, and, in that event, City shall be promptly notified by Permittee.

6.08 Waiver of City's Lien.

a. Notwithstanding the provisions of Section 1.01 of this Agreement, City waives any lien rights it may have concerning the Permittee Facilities which are deemed Permittee's personal property and not fixtures, and Permittee has the right to remove the same at any time without City's consent.

b. City acknowledges that Permittee has entered into a financing arrangement including promissory notes and financial and security agreements for the financing of the Permittee Facilities (the "Collateral") with a third party financing entity (and may in the future enter into additional financing arrangements with other financing entities). In connection therewith, City (i) consents to the installation of the Collateral; (ii) disclaims any interest in the Collateral, as fixtures or otherwise; and (iii) agrees that the Collateral shall be exempt from execution, foreclosure, sale, levy, attachment, or distress for any Rent due or to become due and that such Collateral may be removed at any time without recourse to legal proceedings.

6.09 Warranty of Title and Quiet Enjoyment. City warrants that: (i) City owns the Premises in fee simple and has rights of access thereto and the Premises is free and clear of liens, encumbrances and restrictions that would impair Permittee's use hereunder; (ii) City has full right to make and perform this Agreement; and (iii) City covenants and agrees with Permittee that upon Permittee paying the Rent and observing and performing all the terms, covenants and conditions on Permittee's part to be observed and performed, Permittee may peacefully and quietly enjoy the Premises.

6.10 Tests and Construction. Permittee shall have the right at any time following the full execution of this Agreement to enter upon the Premises for the purpose of: making appropriate engineering and boundary surveys, inspections, soil test borings, other reasonably necessary tests in preparation of constructing the Permittee Facilities (as defined in Subsection 1.03 above). Prior to the actual construction or installation of the Permittee Facilities at the Premises, Permittee shall have first received all governmental licenses, permits, approvals or other relief required of or deemed necessary or appropriate by Permittee for its use of the Premises or otherwise required by local, state and federal ordinances, regulations, rules or laws for Permittee's use and occupation of the Premises ("Governmental Approvals"). Further, Permittee shall follow the procedure outlined in Subsection 1.01 above regarding access to the

Premises. City authorizes Permittee to prepare, execute and file all required applications to obtain Government Approvals for Permittee's permitted use under this Agreement and agrees to reasonably assist Permittee with such applications and with obtaining and maintaining the Government Approvals.

6.11 Interference.

(a) Permittee acknowledges that the Premises is within a public facility and warrants that it shall operate Permittee's Facilities in a manner that will not cause material and adverse interference to City and other radio frequency users of the Property of which the Premises is a part, provided that City and other user installations predate that of the Permittee Facilities, and as long as the existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations. Where there are existing radio frequency user(s) on the Property, City will provide Permittee, upon execution of this Agreement, with a list of all existing radio frequency user(s) on the Property to allow Permittee to evaluate the potential for interference. All operations by Permittee shall be in compliance with then applicable FCC requirements for the given market in which Permittee is operating.

(b) Subsequent to the Effective Date and prior to City authorizing the installation of any new equipment on the Property, which the Premises is a part of or property contiguous thereto owned or controlled by City, the City shall require that an intermodulation study be conducted by an FCC licensed Radio Frequency Engineer to verify that the new equipment will not cause interference with Permittee's Facilities. In the event that Permittee's Facilities experience interference after the installation of said new equipment, Permittee shall notify the operator of the equipment causing said interference and request that it take all reasonable steps necessary to eliminate such interference.

(c) City will not grant, after the date of this Agreement, a lease, license or any other right to any third party for the use of the Property, if such use may in any way adversely affect or interfere with the Permittee Facilities, the operations of Permittee or the rights of Permittee under this Agreement. City will notify Permittee in writing prior to granting any third party the right to install and operate communications equipment on the Property.

(d) City will not use, nor will City permit its employees, tenants, licensees, invitees, agents or independent contractors to use, any portion of the Property in any way which materially interferes with the Permittee Facilities, the operations of Permittee or the rights of Permittee under this Agreement. City will cause such interference to cease within twenty-four (24) hours after receipt of notice of interference from Permittee. In the event any such interference does not cease within the aforementioned cure period, City shall cease all operations which are suspected of causing interference (except for intermittent testing to determine the cause of such interference) until the interference has been corrected.

(e) For the purposes of this Agreement, "interference" may include, but is not limited to, any use on the Property or surrounding property that causes electronic or physical obstruction with, or degradation of, the communications signals from the Permittee Facilities.

6.12 Dispute Resolution. Venue for enforcement of this Agreement shall be in the Superior Court of San Diego County. Except for any claim arising from or pertaining to Permittee's access to the Premises or any alleged claim of interference under this Agreement, he parties agree that before either party commences any legal or equitable action, action for declaratory relief, suit, proceeding, or arbitration that the parties shall first submit the dispute to mediation through a mutually acceptable professional mediator in San Diego County, or if a mediator cannot be agreed upon by a mediator appointed by the Judicial Arbitration and Mediation Service in San Diego County. The cost of mediation shall be shared equally by the parties.

6.13 Affiliates. All references to "Permittee" shall be deemed to include any Affiliate of Permittee using the Premises for any permitted use or otherwise exercising the rights of Permittee pursuant to this Agreement. "Affiliate" means with respect to a party to this Agreement, any person or entity that (directly or indirectly) controls, is controlled by, or under common control with, that party. "Control" of a person or entity means the power (directly or indirectly) to direct the management or policies of that person or entity, whether through the ownership of voting securities, by contract, by agency or otherwise.

6.14 Memorandum/Short Form Lease. Contemporaneously with the execution of this Agreement, the parties will execute a recordable Memorandum or Short Form of Lease substantially in the form attached as **Exhibit "C"**. Either party may record this Memorandum or Short Form of Lease at any time during the Initial Term or any Extension Term(s), in its absolute discretion. Thereafter during the Initial Term or any Extension Term(s) of this Agreement, either party will, at any time upon fifteen (15) business days' prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum or Short Form of Lease.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

SECTION 7: SIGNATURES

7.01 Signature Page. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the Permittee and the City.

IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Property Use Agreement to be executed by setting hereunto their signatures on the day and year respectively written herein below.

"City"

CITY OF OCEANSIDE,
a municipal corporation

Date:_____

By:_____
City Manager

APPROVED AS TO FORM:

By: Barbara Hamilton, ASST.
City Attorney

"Permittee"

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By:_____
Print Name: James Jansma
Its: Director C+E
Date: 2/8/13

[NOTARY ACKNOWLEDGEMENTS ATTACHED]

ACKNOWLEDGMENT

State of California
County of San Diego)

On 2/8/13 before me, Michelle Thurman, Notary Public
(insert name and title of the officer)

personally appeared James Jansma,
who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that he~~/she/they~~ executed the same in his~~/her/their~~ authorized capacity~~(ies)~~, and that by his~~/her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Michelle T (Seal)

NNA1 MICHELLE THURMAN
Commission # 1943526
Notary Public - California
San Diego County
My Comm. Expires Jul 9, 2015 NNA1

CITY:

STATE OF CALIFORNIA
COUNTY OF _____)

On _____ before me, _____,
(insert name title of the officer)
personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT "A"

The Property

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

THAT PORTION OF PARCEL 4 OF PARCEL MAP NO. 10839, IN THE CITY OF OCEANSIDE, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DECEMBER 24, 1980, DESCRIBED AS FOLLOWS:

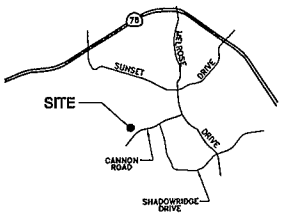
COMMENCING AT THE SOUTHWESTERLY TERMINUS OF THAT CERTAIN COURSE IN THE BOUNDARY OF SAID PARCEL 4 HAVING A BEARING NORTH 47°53'14" EAST (RADIAL) AND A LENGTH OF 484.68 FEET;
THENCE FOLLOWING THE BOUNDARY OF SAID PARCEL 4 SOUTHERLY, 163.97 FEET ALONG A NONTANGENT CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 270 FEET TO THE TRUE POINT OF BEGINNING;
THENCE SOUTH 07°18'59" EAST 113.65 FEET TO A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 345 FEET;
THENCE SOUTHERLY ALONG SAID CURVE 320.32 FEET;
THENCE SOUTH 45°52'53" WEST 167.95 FEET TO A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 270 FEET;
THENCE LEAVING SAID BOUNDARY SOUTHERLY ALONG SAID CURVE LAST MENTIONED 167.32 FEET;
THENCE SOUTH 81°23'16" WEST, 58.91 FEET TO A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 670 FEET;
THENCE WESTERLY ALONG SAID CURVE 7.91 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 20 FEET, A RADIAL BEARING THROUGH SAID POINT BEARS SOUTH 7°56'10" EAST;
THENCE WESTERLY AND NORTHERLY ALONG SAID CURVE 32.89 FEET;
THENCE NORTH 03°42'04" WEST 168.84 FEET TO A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 828 FEET;
THENCE NORTHERLY ALONG SAID CURVE 309.08 FEET;
THENCE NORTH 25°05'20" WEST 167.49 FEET TO A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 428 FEET;
THENCE NORTHWESTERLY ALONG SAID CURVE 177.39 FEET TO A POINT ON A NONTANGENT LINE, A RADIAL BEARING THROUGH WHICH BEARS NORTH 41°09'53" EAST;
THENCE ALONG SAID NONTANGENT LINE NORTH 40°07'03" EAST 402.54 FEET TO A POINT ON A NONTANGENT CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 570 FEET, TO WHICH POINT A RADIAL BEARS NORTH 29°04'36" EAST, THENCE SOUTHERLY ALONG SAID CURVE 137.83 FEET; THENCE SOUTH 47°04'06" EAST 347.11 FEET TO A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 270 FEET; THENCE SOUTHERLY 187.33 FEET ALONG SAID CURVE TO THE TRUE POINT OF BEGINNING.

EXHIBIT "B"

The Premises

SAN FRANCISCO PEAK RESERVOIR
3471 CANNON ROAD
OCEANSIDE, CA 92056
NS0016

VICINITY MAP



THOMAS GUIDE PAGE 1107, E4

N

ADDRESS
3471 CANNON ROAD
OCEANSIDE, CA 92056

COORDINATES (NAD 83)

SECTOR A & B — LATITUDE: 33° 10' 10.94" NORTH
LONGITUDE: 117° 15' 53.28" WEST

SECTOR C — LATITUDE: 33° 10' 12.27" NORTH
LONGITUDE: 117° 15' 53.82" WEST

CONSULTANT TEAM

ARCHITECT:

WILLIAM BOOTH & ROBERT SUAREZ
ARCHITECTURE & PLANNING
325 CARLSBAD VILLAGE DRIVE, SUITE 02
CARLSBAD, CA 92008
(760) 434-8474
(760) 434-8598 (FAX)

SURVEYOR:

FLOYD SURVEYING, INC.
26081 VIA REMOLINA
MISSION VIEJO, CA 92691
CONTACT: DAVID FLOYD
(949) 583-9082

POLE MANUFACTURER ENGINEER:

SCI – SOLAR COMMUNICATIONS INTERNATIONAL, INC.
8825 RIO SAN DIEGO DRIVE
SAN DIEGO, CA 92108
(619) 243-2750
(619) 245-2749 (FAX)

SCALE

THE DRAWING SCALES SHOWN IN THIS SET REPRESENT THE CORRECT SCALE ONLY WHEN THESE DRAWINGS ARE PRINTED IN A 24" x 36" FORMAT. IF THIS DRAWING SET IS NOT 24" x 36", THIS SET IS NOT TO SCALE.

PROJECT SUMMARY

APPLICANT: AT&T MOBILITY
5738 PACIFIC CENTER BLVD.
SAN DIEGO, CA 92121
(858) 453-3388

OWNER: CITY OF OCEANSIDE
300 NORTH COAST HIGHWAY
OCEANSIDE, CA 92054

DEVELOPMENT SUMMARY:

- INSTALLATION OF A CONCRETE BLOCK EQUIPMENT ENCLOSURE
- INSTALLATION OF THREE ANTENNA SECTORS OF (4) ANTENNAS EACH (TOTAL OF 12 ANTENNAS) TWO SECTORS SHALL BE MOUNTED TO A NEW 43'-0" HIGH FAUX EUCALYPTUS TREE & ONE SECTOR SHALL BE MOUNTED TO A NEW 41'-6" HIGH FAUX EUCALYPTUS TREE
- INSTALLATION OF NEW 200 AMP ELECTRICAL SERVICE
- PROVIDE NEW TELCO SERVICE CONNECTION
- NO LANDSCAPE OR IRRIGATION IS PLANNED FOR THIS PROJECT

LEGAL DESCRIPTION:

THAT PORTION OF PARCEL 4 OF PARCEL MAP NO. 10639 IN THE CITY OF OCEANSIDE, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY DECEMBER 24, 1980. SEE SHEET LS-1 FOR COMPLETE LEGAL DESCRIPTION

PROJECT ADDRESS: 3471 CANNON ROAD
OCEANSIDE, CA 92056

ASSESSORS PARCEL NUMBER: 169-011-18

EXISTING ZONING: PS

TOTAL SITE AREA: 453,895 SQ. FT.
= 10.42 ACRES

PROPOSED ENCLOSURE AREA: 328 SQ. FT.

TYPE OF CONSTRUCTION: TYPE V-B
UNSPRINKLERED

EXISTING BUILDING OCCUPANCY & USE:

WATER TANK — U
TWO MAINTENANCE BUILDINGS: — B
NEXTEL BUILDING: — B

NOTE: THERE IS ONE EXISTING TELECOMMUNICATION FACILITY ON SITE (NEXTEL)

PROPOSED BLDG. OCCUPANCY: NONE
(ALL OUTDOOR EQUIPMENT)

SHEET SCHEDULE

T-1	TITLE SHEET & PROJECT DATA
A-0	SITE PLAN & GENERAL SPECIFICATIONS
A-1	ENLARGED SITE PLANS
A-2	EQUIPMENT ENCLOSURE PLAN
A-3	EXTERIOR ELEVATIONS
A-4	ANTENNA PLANS & 45'-0" TREE ELEVATION
A-5	ANTENNA PLANS & 41'-6" TREE ELEVATION
LS-1	SITE SURVEY
LS-2	SITE SURVEY
LS-3	SITE SURVEY

APPLICABLE CODES

ALL WORK SHALL COMPLY WITH THE FOLLOWING APPLICABLE CODES:

CALIFORNIA STATE BUILDING CODE, TITLE 24, 2007 EDITION
CALIFORNIA PLUMBING CODE, 2007 EDITION
CALIFORNIA MECHANICAL CODE, 2007 EDITION
CALIFORNIA ELECTRICAL CODE, 2007 EDITION
CALIFORNIA FIRE CODE, 2001 EDITION

IN THE EVENT OF CONFLICT, THE MOST RESTRICTIVE CODE SHALL PREVAIL

ACCESSIBILITY DISCLAIMER

THIS PROJECT IS AN UNOCCUPIED WIRELESS PCS TELECOMMUNICATIONS FACILITY AND, ACCORDING TO WRITTEN INTERPRETATION FROM THE CALIFORNIA DEPARTMENT OF THE STATE ARCHITECT, IS EXEMPT FROM DISABLED ACCESS REQUIREMENTS.

BOOTH & SUAREZ
ARCHITECTURE & INCORPORATED
325 CARLSBAD VILLAGE DRIVE, SUITE 02
CARLSBAD, CA 92008 (760) 434-8474

PREPARED FOR

at&t MOBILITY

5738 PACIFIC CENTER BLVD.
SAN DIEGO, CA 92121

APPROVALS

R.F.	DATE
ZONING	DATE
CONSTRUCTION	DATE
SITE ACQUISITION	DATE
AT&T MOBILITY APPROVAL	DATE
LANDLORD APPROVAL	DATE

PROJECT NAME

SAN FRANCISCO PEAK RESERVOIR

PROJECT NUMBER

NS0016

3471 CANNON ROAD
OCEANSIDE, CA 92056

SAN DIEGO COUNTY

DRAWING DATES

04/12/10	90% ZD REVIEW (jab)
04/13/10	100% ZD (jab)
04/21/10	ADDED EASEMENTS (rol)
04/28/10	PLANNING SUBMITTAL (oo)
05/13/10	REVISED ZD (oo)
05/26/10	REVISED ZD (oo)
12/15/10	FINAL REVISED ZD (jab)
08/03/11	REVISED ZD (jab)
02/21/12	REVISED ZD #4 (EQUIP) (ct)
02/28/12	PLANNING RESUBMITTAL #2 (ct)
08/15/12	REVISED ZD #5 (rf)
08/21/12	REVISED ZD #6 (rf)

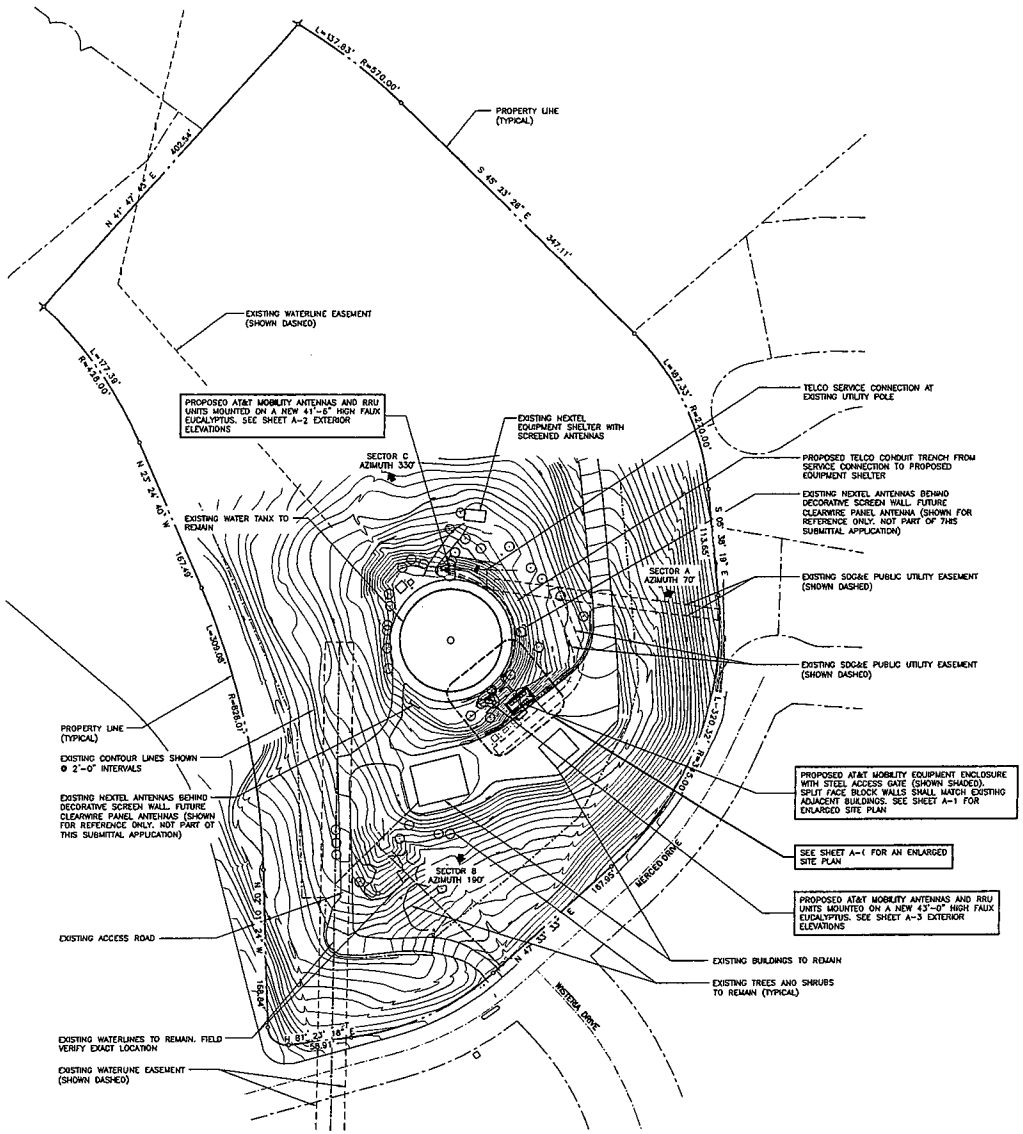
SHEET TITLE

TITLE SHEET
&
PROJECT DATA

PROJECTS\at&t\08057sd\08057sT1.DWG

T-1

CUP 10-00012



SITE PLAN

SCALE: 1" = 60'-0"

GRADING EXCAVATION:

CUT:	
EQUIPMENT ENCLOSURE:	81 CU. YDS.
CAISSON FOOTING:	22 CU. YDS.
TOTAL:	103 CU. YDS.
FILL:	00 CU. YDS.
EXPORT:	103 CU. YDS.

NOTE:
EXCESS SOIL MAY BE SPREAD ON SITE AS APPROVED & DIRECTED BY CITY OF OCEANSIDE, OR EXPORT OFF SITE TO APPROVED LOCATION

AT&T MOBILITY TELECOMMUNICATIONS TRANSMITTER FREQUENCIES AND POWER LEVELS:

824–880 MHz BANDWIDTH
1885–1990 MHz BANDWIDTH
200 WATTS PER SECTOR

BENCH MARK:

SAN DIEGO CONTROL STATION "0042 044 001". ELEVATION 512.76' MEAN SEA LEVEL

BOUNDARY NOTE:

THE PROJECT BOUNDARY SHOWN ON THIS DRAWING IS APPROXIMATE AND IS SHOWN FOR REFERENCE ONLY. A BOUNDARY SURVEY WAS NOT PERFORMED BY FLOYD SURVEYING INC.

EASEMENTS:

ALL EASEMENTS SHOWN REFLECT PRELIMINARY RESEARCH OF RECORDED PARCEL MAPS & PRELIMINARY TITLE REPORT. SEE SHEET LS1 FOR ADDITIONAL EASEMENT INFORMATION

BOOTH & SUAREZ
ARCHITECTURE :: INCORPORATED
705 CARLSBAD VILLAGE DRIVE, SUITE D9
CARLSBAD, CA 92008 (760) 434-8474

PREPARED FOR

at&t MOBILITY

5738 PACIFIC CENTER BLVD.
SAN DIEGO, CA 92121

APPROVALS

R.F.	DATE
ZONING	DATE
CONSTRUCTION	DATE
SITE ACQUISITION	DATE
AT&T MOBILITY APPROVAL	DATE
LANDLORD APPROVAL	DATE

PROJECT NAME

SAN FRANCISCO PEAK RESERVOIR

PROJECT NUMBER

NS0016

3471 CANNON ROAD
OCEANSIDE, CA 92056

SAN DIEGO COUNTY

DRAWING DATES

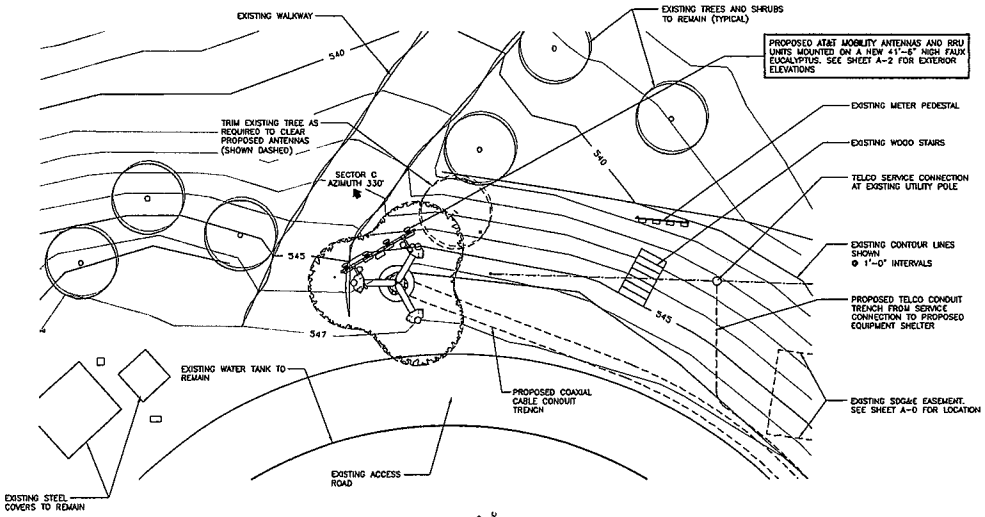
04/12/10	PRELIM 2D REVIEW (jab)
04/13/10	100% 2D (jab)
04/21/10	ADDED EASEMENTS (rat)
04/28/10	PLANNING SUBMITTAL (aa)
05/13/10	REVISED 2D (aa)
05/26/10	REVISED 2D (aa)
12/15/10	FINAL REVISED 2D (jab)
06/03/11	REVISED 2D (jab)
02/21/12	REVISED 2D #4 (EQUIP) (cl)
02/28/12	PLANNING RESUBMITTAL #2 (cl)
06/15/12	REVISED 2D #5 (rt)
08/21/12	REVISED 2D #6 (rt)

SHEET TITLE

SITE PLAN
&
GENERAL SPECIFICATIONS

PROJECTS\at&t\08057zd\08057zA0.DWG

A-0



ENLARGED SITE PLAN 'A'

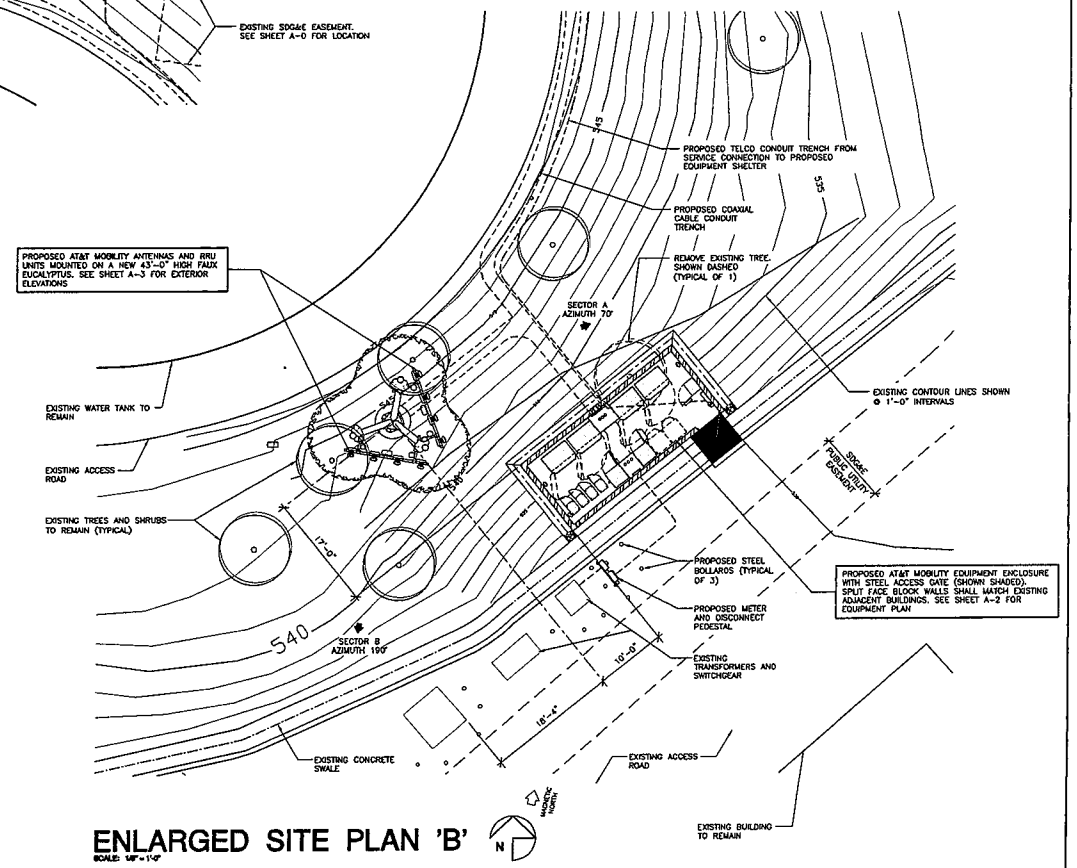
SCALE: 1/8" = 1'-0"

ANTENNA AND COAXIAL CABLE SCHEDULE

SECTOR ANTENNA	DIRECTION	AZIMUTH	ANTENNA MODEL NUMBER	RRU	DOWNTILT	SKEW ANGLE	SERIAL NUMBER	NUMBER OF CABLES PER SECTOR	COAX. CABLE LENGTH (+ / - 5')	JUMPER LENGTH (+ / - 3')	COAX SIZE
A1	NORTHEAST	70°	KATHREIN 800-10765	(10) RRUS-11	0°	N/A		8	100'-0"	5'	7/8"
A2			KATHREIN 800-10765								
A3			KATHREIN 800-10765								
A4			KATHREIN 800-10765								
B1	SOUTH	190°	KATHREIN 800-10765	(10) RRUS-11	0°	N/A		8	100'-0"	5'	7/8"
B2			KATHREIN 800-10765								
B3			KATHREIN 800-10765								
B4			KATHREIN 800-10765								
C1	NORTHWEST	330°	KATHREIN 800-10765	(10) RRUS-11	0°	N/A		8	253'-5"	5'	1-5/8"
C2			KATHREIN 800-10765								
C3			KATHREIN 800-10765								
C4			KATHREIN 800-10765								

NOTES:

1. FIELD VERIFY ALL CABLE LENGTHS PRIOR TO ORDERING CABLE
2. VERIFY ROUTE AND LENGTH OF CABLE PRIOR TO CUTTING. ADJUST INDICATED ROUTE AS REQUIRED TO CLEAR EXISTING OBSTRUCTIONS AND MAINTAIN REQUIRED CLEARANCE OF EXISTING EQUIPMENT.
3. VERIFY MODEL NUMBER OF ALL ANTENNAS WITH AT&T MOBILITY.
4. INSTALL (10) RRU UNITS PER SECTOR (30 RRU UNITS TOTAL)



ENLARGED SITE PLAN 'B'

SCALE: 1/8" = 1'-0"

BOOTH & SUAREZ ARCHITECTURE INCORPORATED
323 CARLSBAD VILLAGE DRIVE, SUITE 09
CARLSBAD, CA 92008 (760) 434-8474

PREPARED FOR

at&t MOBILITY

5738 PACIFIC CENTER BLVD.
SAN DIEGO, CA 92121

APPROVALS

R.F.	DATE
ZONING	DATE
CONSTRUCTION	DATE
SITE ACQUISITION	DATE
AT&T MOBILITY APPROVAL	DATE
LANDLORD APPROVAL	DATE

PROJECT NAME

SAN FRANCISCO PEAK RESERVOIR

PROJECT NUMBER

NS0016

3471 CANNON ROAD
OCEANSIDE, CA 92056
SAN DIEGO COUNTY

DRAWING DATES

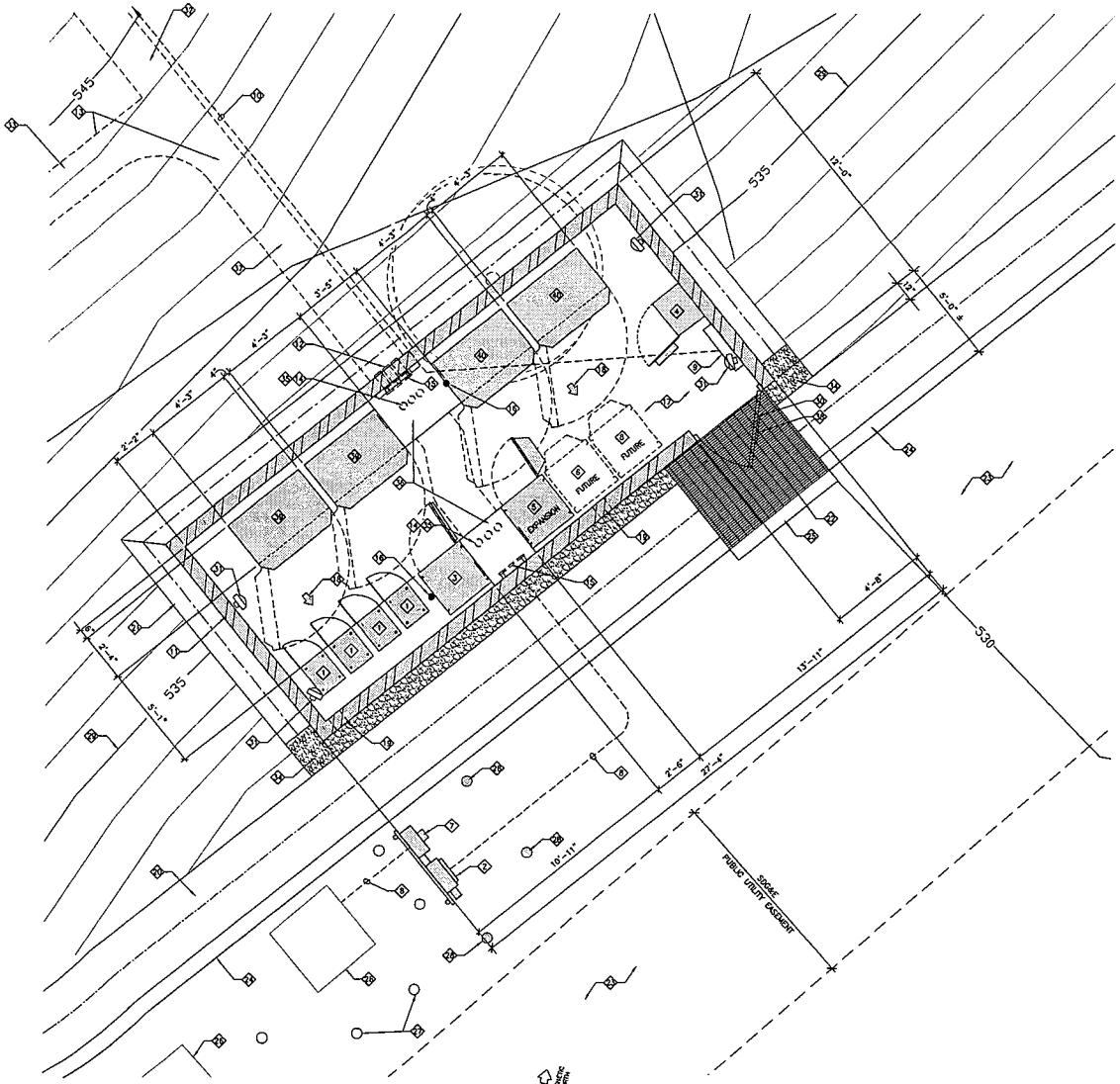
04/12/10	PRELIM ZD REVIEW (jab)
04/13/10	100% ZD (jab)
04/21/10	ADDED EASEMENTS (rcl)
04/28/10	PLANNING SUBMITTAL (aa)
05/13/10	REVISED ZD (aa)
05/26/10	REVISED ZD (aa)
12/15/10	FINAL REVISED ZD (jab)
08/03/11	REVISED ZD (jab)
02/21/12	REVISED ZD #4 (EQUIP) (cl)
02/28/12	PLANNING RESUBMITTAL #2 (cl)
08/15/12	REVISED ZD #5 (rl)
08/21/12	REVISED ZD #6 (rl)

SHEET TITLE

ENLARGED SITE PLAN

PROJECTS\at&t\08057zd\08057zA1.DWG

A-1



EQUIPMENT PLAN

SCALE: 3/8"=1'-0"

EQUIPMENT ENCLOSURE PLAN NOTES:

1. PROPOSED AT&T MOBILITY ERICSSON OUTDOOR RADIO CABINET "RBS 6301" & BASE FRAME 21 1/8" WIDE x 57 5/8" HIGH x 16 1/4" DEEP, WEIGHT: 500 LBS. (TYPICAL OF 4)
2. PROPOSED "INTERSECT, INC." MP SERIES 200AMP POWER DISTRIBUTION LOAD CENTER WITH GENERATOR RECEPTACLE AND MANUAL TRANSFER SWITCH MOUNTED TO STEEL "H-FRAME" (20" WIDE x 10" DEEP x 40" HIGH) WEIGHT: 90 LBS.
3. PROPOSED AT&T MOBILITY OUTDOOR POWER EQUIPMENT CABINET "ARGUS/ALPHA Te45v3" WITH (8) BATTERIES (30" WIDE x 72" HIGH x 30" DEEP) WEIGHT: 1850 LBS. (TYPICAL OF 1)
4. PROPOSED PURCELL FIBER CABINET 24" WIDE x 35.5" HIGH x 20" DEEP, WITH AC UNIT ON UNISTRUT & MOUNTED TO CONCRETE BLOCK WALL
5. PROPOSED AT&T MOBILITY ARGUS BATTERY EXPANSION CABINET "ARGUS/ALPHA Te45v3b" WITH (18) BATTERIES (30" WIDE x 72" HIGH x 30" DEEP) WEIGHT: 2800 LBS (TYPICAL OF 1)
6. FUTURE AT&T MOBILITY ARGUS BATTERY EXPANSION CABINET (30" WIDE x 72" HIGH x 30" DEEP) (SHOWN DASHED) (TYPICAL OF 2)
7. PROPOSED SDG&E METER MOUNTED ON STEEL "H-FRAME"
8. PROPOSED POWER CONDUIT TRENCH
9. PROPOSED TELCO SPLICE BOX MOUNTED TO WALL.
10. PROPOSED TELCO CONDUIT TRENCH
11. PROPOSED SPLIT FACE CONCRETE BLOCK WALL ENCLOSURE (COLOR: EARTH TONE TO MATCH EXISTING BUILDINGS)
12. PROPOSED COAX CABLE CONDUIT WALL PENETRATION AT CONCRETE BLOCK WALL - (7) 6" CONDUITS.
13. PROPOSED PVC SCHEDULE 40 PVC COAX CABLE CONDUIT TRENCH. FIELD VERIFY ROUTE WITH AT&T CONSTRUCTION MANAGER
14. PROPOSED COAXIAL CABLE CONDUIT SWEEPS AT CONCRETE PAD
15. PROPOSED GROUND BUSS BAR & DIPLEX FILTER INSIDE CABLE SHROUD EACH SIDE.
16. PROPOSED E-911/GPS ANTENNA MOUNTED TO EQUIPMENT CABINET (TYPICAL OF 2)
17. PROPOSED CONCRETE PAD FOR AT&T MOBILITY BTS EQUIPMENT
18. SLOPE CONCRETE PAD MINIMUM 1% FOR DRAINAGE
19. 8"x8" DRAINAGE OPENING AT SLAB LEVEL (TYPICAL OF 2)
20. EXISTING CONCRETE DRAINAGE SWALE TO REMAIN. (REPAIR IN-KIND WHERE DAMAGED BY CONSTRUCTION)
21. PROPOSED CONCRETE SWALE. FEATHER FLOW LINE INTO EXISTING SWALE AT TOE OF SLOPE. 20
22. PROPOSED STEEL GRATE BRIDGE OVER EXISTING CONCRETE DRAINAGE SWALE
23. EXISTING ASPHALT DRIVEWAY
24. EXISTING ASPHALT CURB
25. PROPOSED CONCRETE CURB FOR NEW GRATE BRIDGE SUPPORT
26. EXISTING SDG&E TRANSFORMER TO REMAIN
27. EXISTING CONCRETE FILLED STEEL BOLLARDS TO REMAIN (TYPICAL)
28. PROPOSED CONCRETE FILLED STEEL BOLLARDS TO MATCH EXISTING (TYPICAL OF 3)
29. EXISTING CONTOURS AT 1'-0" INTERVALS
30. PROPOSED 4'-0" x 8'-4" WIDE STEEL ACCESS GATE
31. TIMER SWITCH OPERATED LIGHT FIXTURE MOUNTED TO ENCLOSURE WALL (TYPICAL OF 4)
32. PROPOSED COAX CABLE CONDUIT TRENCH WITH (3) 6" PVC SCHEDULE 40 TO CONDUIT SLEEVES
33. PROPOSED COAX CABLE CONDUIT TRENCH WITH (4) 8"ø PVC SCHEDULE 40 TO CONDUIT SLEEVES
34. PROPOSED RIP-RAP DIVERTER
35. PROPOSED (3) 4"ø PVC CONDUIT SLEEVE ROUTED TO EACH SIDE OF CABINETS
36. PROPOSED 20 GA. COAX CABLE SHROUD. MATCH HEIGHT OF EQUIPMENT CABINETS
37. PROPOSED COAX CABLE CONDUIT TRENCH WITH (7) 8"ø, SCHEDULE 40 COAX CABLE CONDUIT TRENCH.
38. AT&T MOBILITY SIGNAGE
39. PROPOSED GSM AT&T MOBILITY BTS EQUIPMENT CABINETS (ERICSSON RBS 2108) MOUNTED ON BATTERY BASE FRAME (TYPICAL OF 2) CABINET WEIGHT 2819 LBS. EACH
40. PROPOSED UMTS AT&T MOBILITY BTS EQUIPMENT CABINETS (ERICSSON RBS 3106) MOUNTED ON BATTERY BASE FRAME (TYPICAL OF 2) CABINET WEIGHT 2714 LBS. EACH

BATTERY SUMMARY

3 POWER CABINET
(8) GNB M12V155 FT
AT 118 LBS PER BATTERY
8 x 118 LBS = 944 LBS

5 6 EXPANSION BATTERY CABINET 1
(16) GNB M12V155 FT
AT 118 LBS PER BATTERY
16 x 118 LBS = 1,888 LBS x2

TOTAL BATTERY WEIGHT = 4,720 LBS

PER MATERIAL SAFETY DATA SHEET
ELECTROLYTE (SULFURIC ACID) = 18 TO 18%
BY WEIGHT PER BATTERY x 18%

TOTAL SULFURIC ACID = 849.60 LBS

GALLONS TO POUNDS
1 US GAL = 10.66 LBS

TOTAL GALLONS OF SULFURIC ACID 79.70 GALLONS

SUMMARY:

- 79.70 GALLONS > 50 GALLONS
- THIS SITE IS REQUIRED TO COMPLY WITH THE REQUIREMENTS SET FORTH IN SECTION 608 OF THE CALIFORNIA FIRE CODE 2010
- 79.70 GALLONS > 55 GALLONS
- COUNTY OF SAN DIEGO HAZMAT BUSINESS PLAN IS REQUIRED

BOOTH & SUAREZ
ARCHITECTURE :: INCORPORATED
305 CARLSBAD VILLAGE DRIVE SUITE 08
CARLSBAD, CA 92008 760/431-8674

PREPARED FOR

at&t MOBILITY

5738 PACIFIC CENTER BLVD.
SAN DIEGO, CA 92121

APPROVALS

R.F.	DATE
ZONING	DATE
CONSTRUCTION	DATE
SITE ACQUISITION	DATE
AT&T MOBILITY APPROVAL	DATE
LANDLORD APPROVAL	DATE

PROJECT NAME

SAN FRANCISCO PEAK RESERVOIR

PROJECT NUMBER

NS0016

3471 CANNON ROAD
OCEANSIDE, CA 92056

SAN DIEGO COUNTY

DRAWING DATES

04/12/10	90% ZD REVIEW (jab)
04/13/10	100% ZD (jab)
04/21/10	ADDED EASEMENTS (rol)
04/28/10	PLANNING SUBMITTAL (aa)
05/13/10	REVISED ZD (aa)
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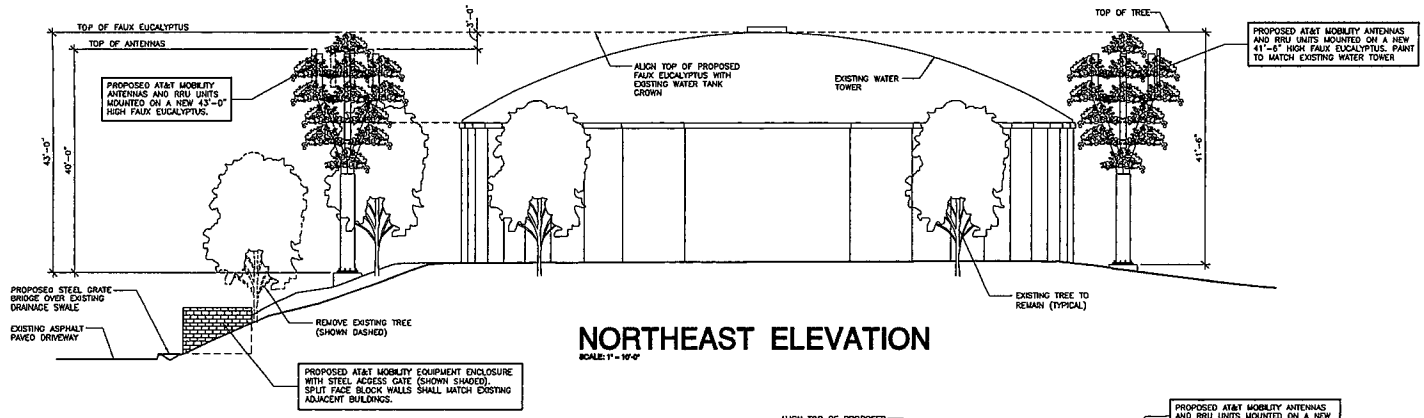
08/15/12	REVISED ZD #5 (rl)
08/21/12	REVISED ZD #6 (rl)

SHEET TITLE

EQUIPMENT ENCLOSURE PLAN

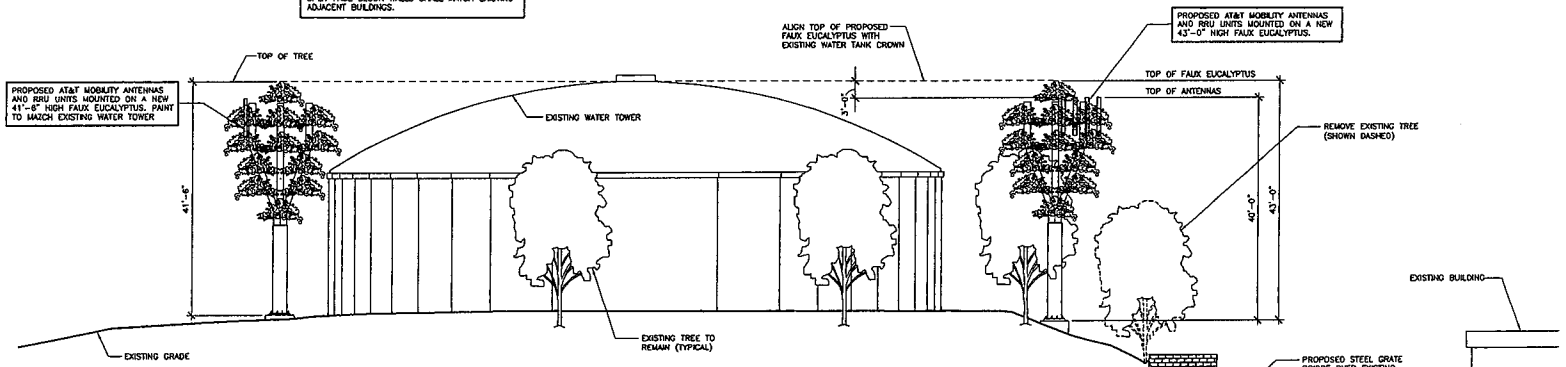
PROJECTS\o1&1\08057sd\08057sA2.DWG

A-2



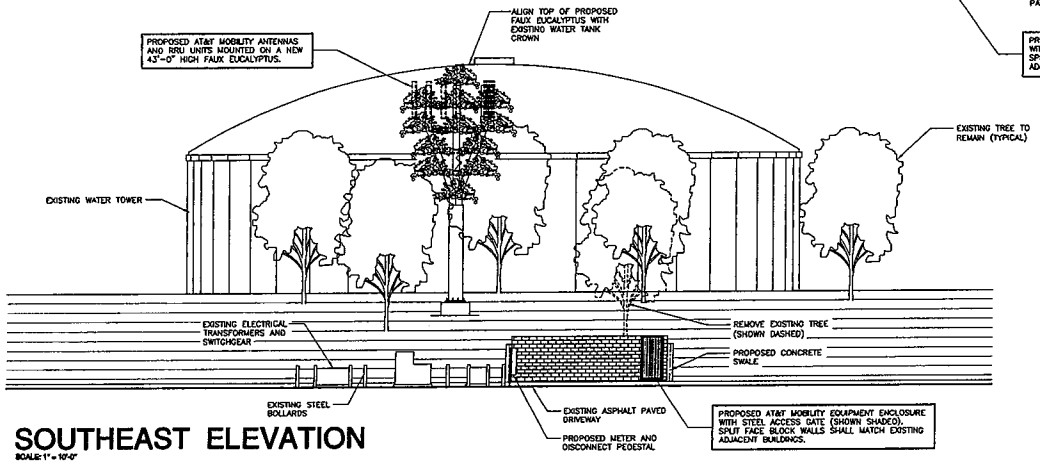
NORTHEAST ELEVATION

SCALE: 1" = 10'-0"



SOUTHWEST ELEVATION

SCALE: 1" = 10'-0"



SOUTHEAST ELEVATION

SCALE: 1" = 10'-0"

BOOTH & SUAREZ
ARCHITECTURE :: INCORPORATED
301 CARLSBAD VILLAGE DRIVE, SUITE D1
CARLSBAD, CA 92008 (760) 434-8474

PREPARED FOR

at&t MOBILITY

5738 PACIFIC CENTER BLVD.
SAN DIEGO, CA 92121

APPROVALS

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PROJECT NAME

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3471 CANNON ROAD
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SAN DIEGO COUNTY

DRAWING DATES

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04/13/10	100% ZD (job)
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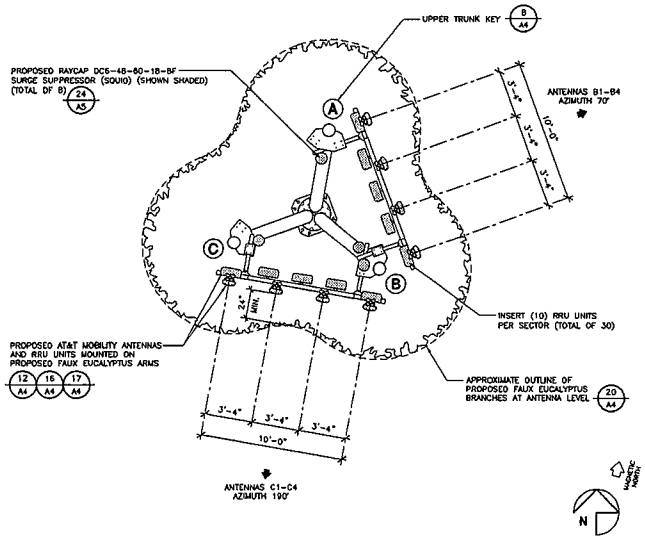
02/28/12	PLANNING RESUBMITTAL #2 (cl)
08/15/12	REVISED ZD #5 (rf)
08/21/12	REVISED ZD #6 (rf)

SHEET TITLE

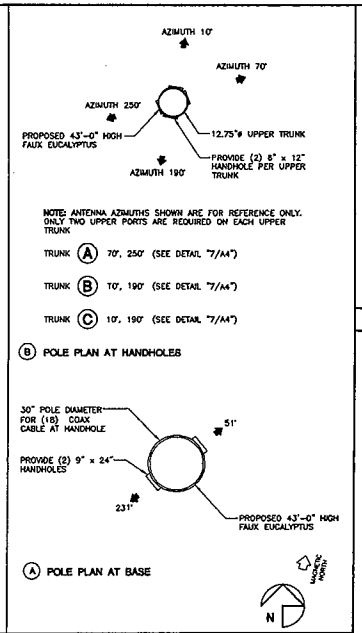
EXTERIOR ELEVATIONS

PROJECTS\at&t\08057zd\08057zA3.DWG

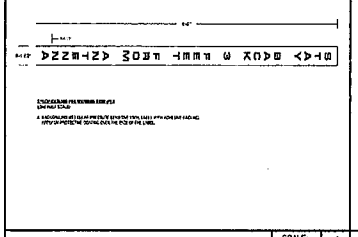
A-3



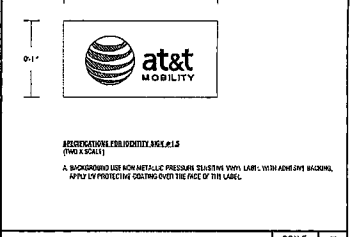
ENLARGED ANTENNA PLAN | SCALE 1/8"=1'-0" | 7



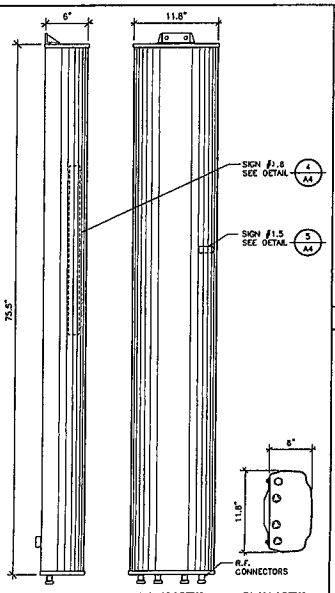
FAUX EUCALYPTUS DETAIL | SCALE 1/2"=1'-0" | 8



AT&T MOBILITY SIGN #1.6 | SCALE: N.T.S. | 4

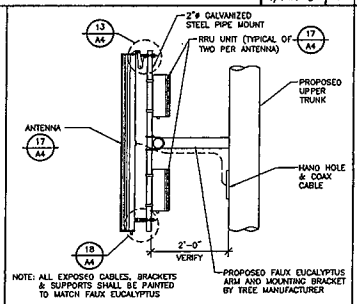


AT&T MOBILITY SIGN #1.5 | SCALE: N.T.S. | 5



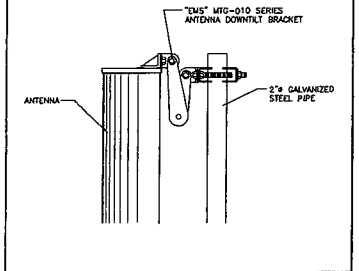
MODEL: KATHREIN 800-10765
WEIGHT: 51.6 LBS.

"KATHREIN" ANTENNA | SCALE: N.T.S. | 16

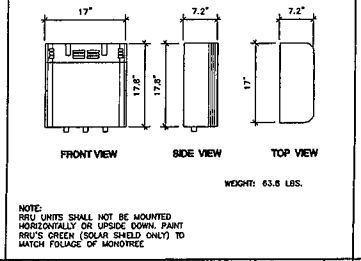


NOTE: ALL EXPOSED CABLES, BRACKETS & SUPPORTS SHALL BE PAINTED TO MATCH FAUX EUCALYPTUS

TYPICAL ANTENNA MOUNT | SCALE 1/2"=1'-0" | 12



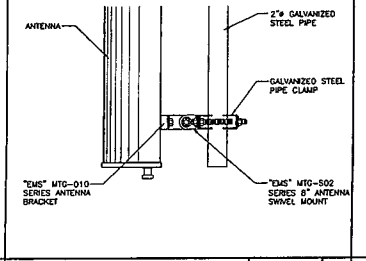
ANTENNA MOUNT DETAIL | SCALE N.T.S. | 13



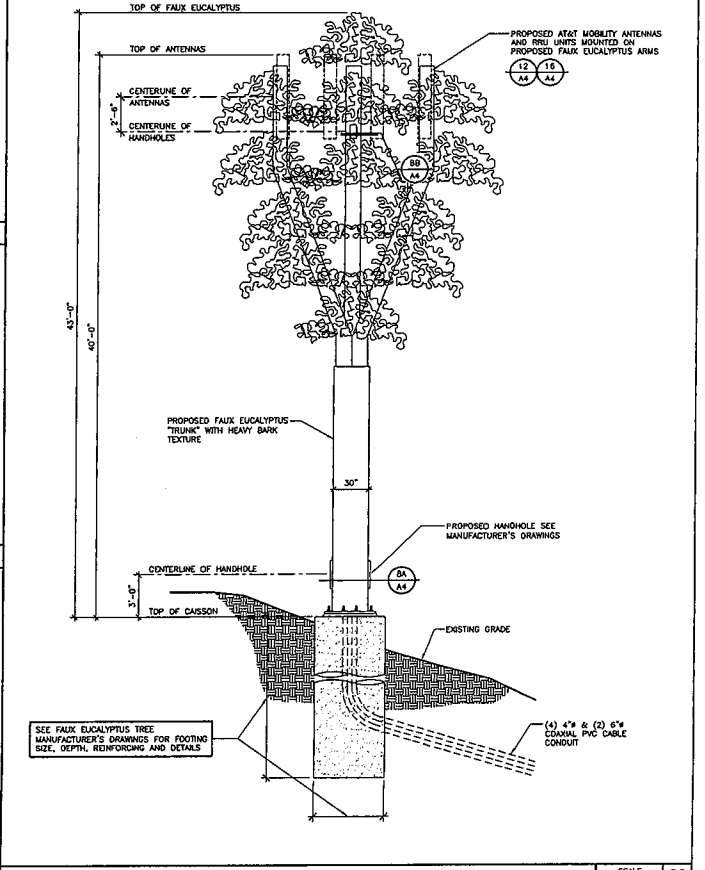
WEIGHT: 63.6 LBS.

NOTE:
RRU UNITS SHALL NOT BE MOUNTED HORIZONTALLY OR UPSIDE DOWN. PAINT RRU'S GREEN (SOLAR SHIELD ONLY) TO MATCH FOLIAGE OF MONOTREE

REMOTE RADIO UNIT (RRU8-11) | SCALE NONE | 17



ANTENNA PIPE MOUNT | SCALE N.T.S. | 18



FAUX EUCALYPTUS DETAIL | SCALE 1/4"=1'-0" | 20

BOOTH & SUAREZ ARCHITECTURE INCORPORATED
325 CARLSBAD VILLAGE DRIVE, SUITE 02
CARLSBAD, CA 92008 (760) 434-8474

PREPARED FOR

at&t MOBILITY

5738 PACIFIC CENTER BLVD.
SAN DIEGO, CA 92121

APPROVALS

R.F.	DATE
ZONING	DATE
CONSTRUCTION	DATE
SITE ACQUISITION	DATE
AT&T MOBILITY APPROVAL	DATE
LANDLORD APPROVAL	DATE

PROJECT NAME

SAN FRANCISCO PEAK RESERVOIR

PROJECT NUMBER

NS0016

3470 CANNON ROAD
OCEANSIDE, CA 92056
SAN DIEGO COUNTY

DRAWING DATES

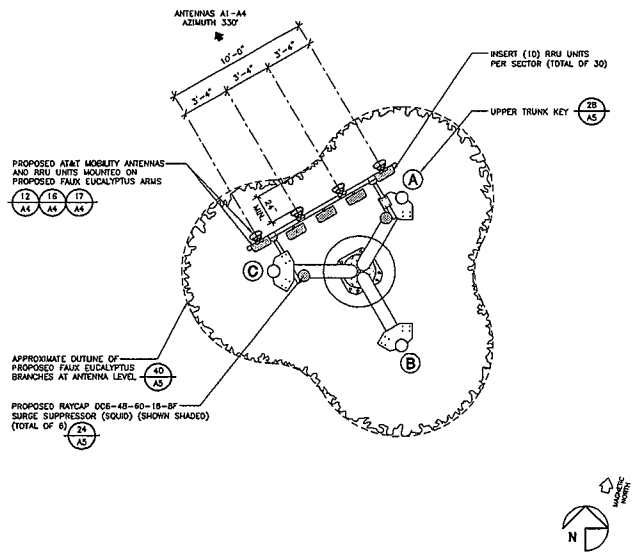
04/12/10	PRELIM ZD REVIEW (job)
04/13/10	100% ZD (job)
04/21/10	ADDED EASEMENTS (rol)
04/26/10	PLANNING SUBMITTAL (oo)
05/13/10	REVISED ZD (oo)
05/26/10	REVISED ZD (oo)
12/15/10	FINAL REVISED ZD (job)
08/03/11	REVISED ZD (job)
02/21/12	REVISED ZD #4 (EQUIP) (cl)
02/28/12	PLANNING RESUBMITTAL #2 (cl)
08/15/12	REVISED ZD #5 (rl)
08/21/12	REVISED ZD #6 (rl)

SHEET TITLE

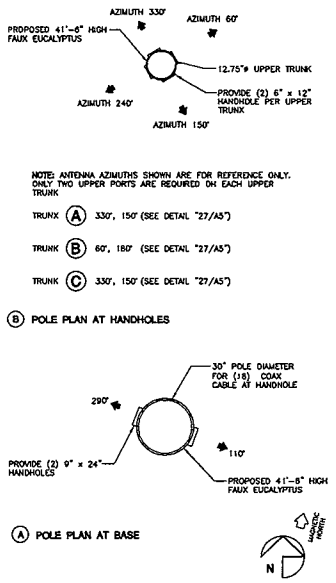
ANTENNA DETAILS

PROJECTS\at&t\08057zd\08057za4.DWG

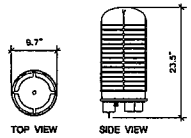
A-4



ENLARGED ANTENNA PLAN — SCALE 1/4"=1'-0" — 27



FAUX EUCALYPTUS DETAIL — SCALE 1/2"=1'-0" — 28



SURGE SUPPRESSOR — SCALE: 1"=1'-0" — 24

NO DETAIL THIS SPACE — 25

NO DETAIL THIS SPACE — 31

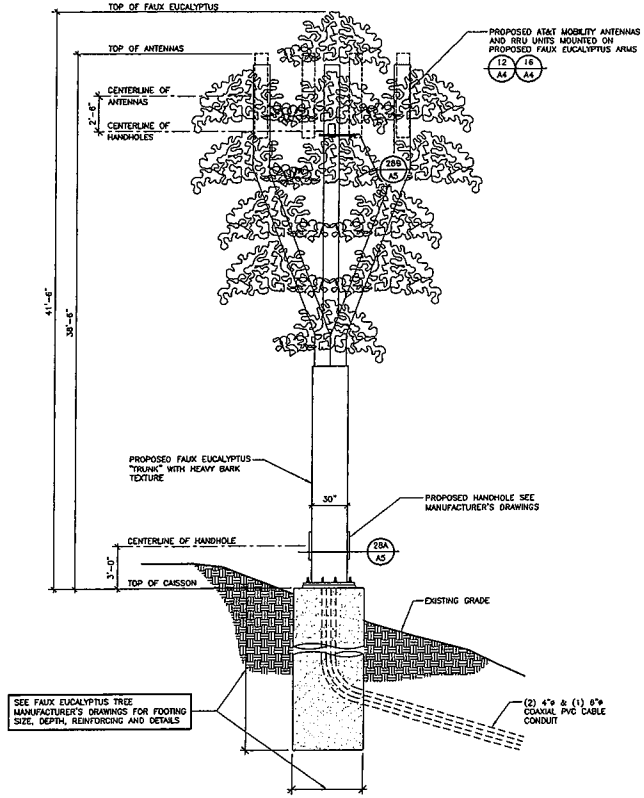
NO DETAIL THIS SPACE — 32

NO DETAIL THIS SPACE — 33

NO DETAIL THIS SPACE — 36

NO DETAIL THIS SPACE — 37

NO DETAIL THIS SPACE — 38



FAUX EUCALYPTUS DETAIL — SCALE 1/4"=1'-0" — 40

BOOTH & SUAREZ
ARCHITECTURE :: INCORPORATED
305 CARLSBAD VILLAGE DRIVE, SUITE D2
CARLSBAD, CA 92008 (760) 434-6171

PREPARED FOR

at&t MOBILITY

5738 PACIFIC CENTER BLVD.
SAN DIEGO, CA 92121

APPROVALS

R.F.	DATE
ZONING	DATE
CONSTRUCTION	DATE
SITE ACQUISITION	DATE
AT&T MOBILITY APPROVAL	DATE
LANDLORD APPROVAL	DATE

PROJECT NAME

SAN FRANCISCO PEAK RESERVOIR

PROJECT NUMBER

NS0016

3471 CANNON ROAD
OCEANSIDE, CA 92056
SAN DIEGO COUNTY

DRAWING DATES

12/15/10	FINAL REVISED ZD (jab)
08/03/11	REVISED ZD (jab)
02/21/12	REVISED ZD #4 (EQUIP) (cl)
02/28/12	PLANNING RESUBMITTAL #2 (cl)
08/15/12	REVISED ZD #5 (rl)
08/21/12	REVISED ZD #6 (rl)

SHEET TITLE

ANTENNA DETAILS

PROJECTS\at&t\08057zd\08057zA5.DWG

A-5

OWNER'S NAME: CITY OF OCEANSIDE

ASSESSOR'S PARCEL NUMBER(S) 169-011-18-00

BASIS OF BEARINGS: (NAD 83, Epoch 2002)
THE BEARINGS SHOWN HEREON ARE BASED ON TRUE NORTH AS DETERMINED BY G.P.S. OBSERVATIONS, USING TRIMBLE ST00/5800 RECEIVERS AND TRIMBLE GEODETIC OFFICE 1.60 SOFTWARE.

BASIS OF ELEVATIONS: NGVD 1928
ELEVATIONS ARE BASED ON SAN DIEGO CONTROL STATION 0042 044 001. ELEVATION = 512.78'.

SITE DATA

FEMA FLOOD ZONE DESIGNATION: Notional Flood Insurance Program:
County: SAN DIEGO Effective Date: 6/19/1997
Panel: 0767F Community-Panel Number: 06073C
The Flood Zone Designation for this site is: ZONE: X

FEMA FLOOD ZONE INFORMATION

THAT PORTION OF PARCEL 4 OF PARCEL MAP NO. 10839 IN THE CITY OF OCEANSIDE, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY DECEMBER 24, 1980, DESCRIBED AS FOLLOWS;

BEGINNING AT THE SOUTHWESTERLY TERMINUS OF THAT CERTAIN COURSE IN THE BOUNDARY OF SAID PARCEL 4 HAVING A BEARING OF NORTH 47°53'14" EAST (RADIAL) AND E LENGTH OF 484.68 FEET; THENCE FOLLOWING THE BOUNDARY OF SAID PARCEL 4, SOUTHERLY 163.87 FEET ALONG A NONTANGENT CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 230 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 07°18'59" EAST 113.65 FEET TO A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 345 FEET; THENCE SOUTHERLY ALONG SAID CURVE 320.32 FEET; THENCE SOUTH 45°52'53" WEST 167.95 FEET TO A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 270 FEET; THENCE LEAVING SAID BOUNDARY SOUTHERLY ALONG SAID CURVE LAST MENTIONED 187.32 FEET; THENCE SOUTH 81°3'16" WEST 58.91 FEET TO A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 670 FEET; THENCE WESTERLY ALONG SAID CURVE 7.91 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 20 FEET, A RADIAL BEARING THROUGH SAID POINT BEARS SOUTH 7°56'10" EAST; THENCE WESTERLY AND NORTHERLY ALONG SAID CURVE 32.89 FEET; THENCE NORTH 03°42'04" WEST 168.84 FEET TO A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 828 FEET; THENCE NORTHERLY ALONG SAID CURVE 309.18 FEET; THENCE NORTH 25°05'20" WEST 187.49 FEET TO A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 428 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE 177.39 FEET TO A POINT ON A NONTANGENT LINE, A RADIAL BEARING THROUGH WHICH BEARS NORTH 41°09'53" EAST; THENCE ALONG SAID NONTANGENT LINE NORTH 40°07'03" EAST 402.54 FEET TO A POINT ON A NONTANGENT CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 570 FEET, TO WHICH POINT A RADIAL BEARS NORTH 29°04'36" EAST; THENCE SOUTHERLY ALONG SAID CURVE 137.83 FEET; THENCE SOUTH 47°04'06" EAST 347.11 FEET TO A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 270 FEET; THENCE SOUTHERLY 187.33 FEET ALONG SAID CURVE TO THE TRUE POINT OF BEGINNING.

PROPERTY LEGAL DESCRIPTION

TITLE REPORT NOTES:

THE FOLLOWING EASEMENTS EFFECT SAID PARCEL AND ARE SHOWN HEREON. SEE PRELIMINARY TITLE REPORT NO.11904688 PREPARED BY LAWYERS TITLE INSURANCE CORPORATION AND DATED MARCH 23, 2010 FOR OTHER DOCUMENTS (NON-EASEMENTS) EFFECTING SAID PROPERTY.

ITEM #2 – An easement for the purpose shown below and rights incidental thereto as set forth in a document
Granted to: City of Oceanside
Purpose: water line and incidental purposes
Recorded: May 9, 1980 as Instrument No. 85919 of Official Records
(AS SHOWN HEREON)

ITEM #3 – An easement for the purpose shown below and rights incidental thereto as set forth in a document
Granted to: Ida Dawson, a married woman
Purpose: ingress and egress and incidental purposes
Recorded: November 28, 1961 as Instrument No. 205920 of Official Records
(EXACT LOCATION IS NOT DISCLOSED OF RECORD)

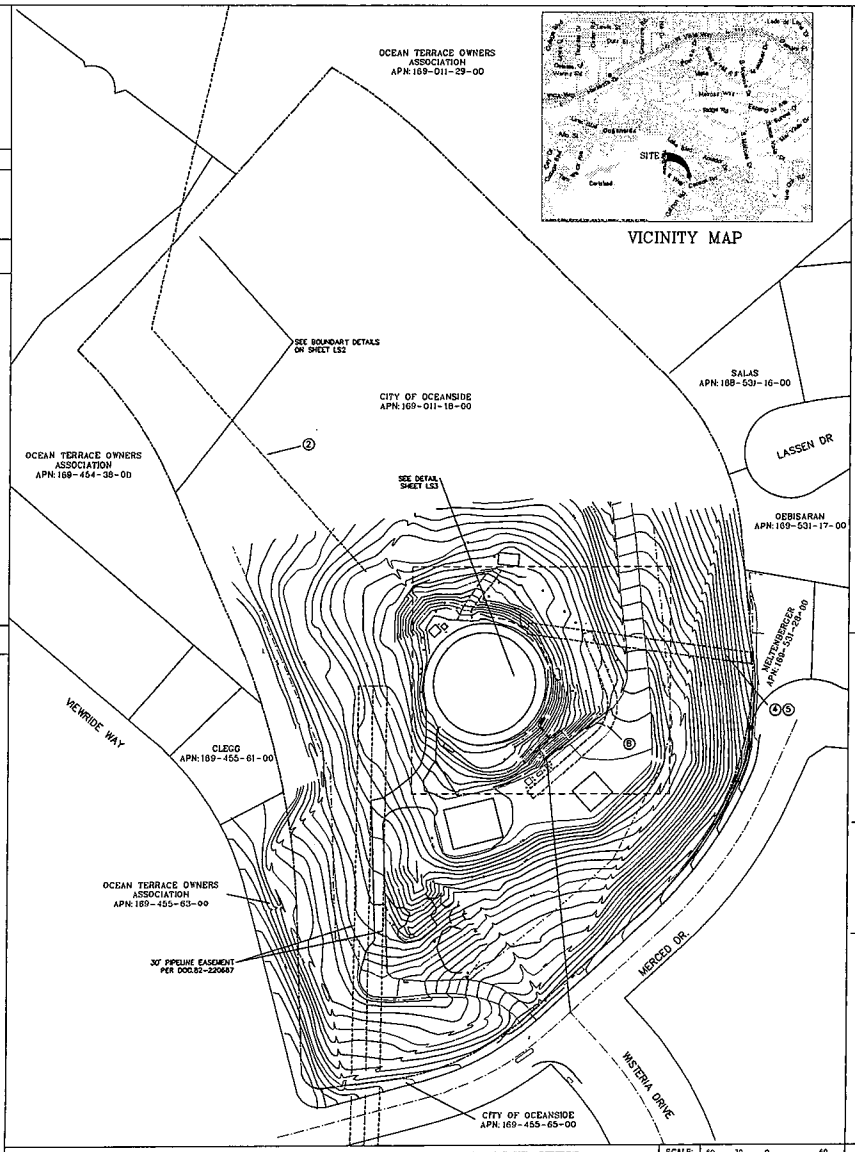
ITEM #4 – An easement for the purpose shown below and rights incidental thereto as set forth in a document
Granted to: San Diego Gas & Electric Company
Purpose: public utilities, ingress and egress
Recorded: November 13, 1970 as Instrument No. 208156 of Official Records
(AS SHOWN HEREON)

ITEM #5 – An easement for the purpose shown below and rights incidental thereto as set forth in a document
Granted to: San Diego Gas & Electric Company
Purpose: public utilities, ingress and egress
Recorded: November 13, 1970 as Instrument No. 208161 of Official Records
(AS SHOWN HEREON)

ITEM #7 – The rights of the public in and to that portion of the herein described land lying within the existing dirt road within said Parcel 4, currently being used for ingress and egress purposes, as disclosed by Partnership Easement Deed, recorded November 9, 1983 as Instrument No. 83- 407224 of Official Records.
(EXACT LOCATION IS NOT DISCLOSED OF RECORD)

ITEM #8 – An easement for the purpose shown below and rights incidental thereto as set forth in a document
Granted to: San Diego Gas & Electric Company
Purpose: public utilities, ingress and egress
Recorded: September 5, 1985 as Instrument No. 85-325171 of Official Records
(AS SHOWN HEREON)

END OF EASEMENTS



OVERALL SITE VIEW

SCALE: 1"=60'

VICINITY MAP

ADD. LEGEND

BC	BOTTOM OF CURB
EC	EDGE OF CONCRETE
ELPN	ELECTRICAL PANEL
ELTR	ELECTRICAL TRANSFORMER
ELVA	ELECTRICAL VAULT
EP	EDGE OF PAVEMENT
ER	EDGE OF DIRT ROAD
HW	HEAD WALL
LP	LIGHT POLE TOP
NG	GROUND SPOT ELEVATION
RFSC	ANTENNA SCREEN
RTOE	ROOF TOE
RTOP	ROOF TOP
TLVA	TELEPHONE VAULT
TRTP	TREE TOP DECIDUOUS
TRTPJ	TREE TOP CONIFEROUS
WT	WATER TANK RIM
	BOUNDARY LINE
	CENTERLINE
	MISC. PROPERTY LINE
	MISC. TIE LINE
	RIGHT-OF-WAY LINE
	EASEMENT LINE
	FENCE LINE

1) This is not a boundary survey. This is a specialized topographic map. The property lines and easements shown hereon are from record information as noted hereon. Floyd Surveying, Inc. translated the topographic survey to record information using the two found monuments shown hereon. No title research was performed by Floyd Surveying, Inc.

2) Any changes made to the information on this plan, without the written consent of Floyd Surveying, Inc. relieves Floyd Surveying, Inc. of any and all liability.

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4) Field survey completed on APRIL 2, 2010.

AC	AIR CONDITIONER	PM	PARCEL MAP
ASPHALT	ASPHALT		PARKING METER
BC	BOTTOM OF CURB		POWER POLE
BLDG	BUILDING	ROS	RECORD OF SURVEY
	BOLLARD		ROOF DRAIN
CONCRETE	CONCRETE		ROOF OUTLET
	CONTROL POINT	RTOP	ROOF TOP
	DOOR		ROOF VENT
	ELECTRIC BOX		SANITARY SEWER MANHOLE
	FENCE		SEWER CLEAN OUT
	FIRE HYDRANT		SIGN POST
	FOUND MONUMENT	EL=00.0	SPOT ELEVATION
	GAS METER		SPRINKLER
	GAS VALVE		STORM DRAIN MANHOLE
	GPS POINT		TELEPHONE BOX
	GUARD RAIL		TELEPHONE MANHOLE
	GUY ANCHOR		TELEPHONE PEDESTAL
HEATR	HEATER		TEMPORARY BENCHMARK
	INLET		TITLE REPORT EXCEPTION
	IRRIGATION BOX	TC	TOP OF CURB
	IRRIGATION VALVE		TRAFFIC SIGNAL BOX
	LIGHT BUILDING		TRAFFIC SIGNAL POLE
	LIGHT GROUND		TREE
	LIGHT STREET		UTILITY POLE
( )	MEASURED DISTANCE		WATER METER
	MONITORING WELL		

LEGEND

BOOTH & SUAREZ
ARCHITECTURE & PLANNING

PREPARED FOR
at&t MOBILITY
6925 LUSK BOULEVARD
SAN DIEGO, CA 92121

PREPARED BY: DAF
CHECKED BY: DAF
APPROVED BY: DAF

#	DATE	REVISIONS
1.	4/7/10	SITE SURVEY
2	4/16/10	TITLE REVIEW
3	4/19/10	LEASE AREA

FLOYD SURVEYING, INC.
11578 NORGATE CIRCLE
CORONA, CA 92880
OFFICE/FAX (951) 739-7949
EMAIL: fsi@floydsurveying.com

PROFESSIONAL LAND SURVEYOR
David A. Floyd
No. 7878
Exp. 12/31/2010
STATE OF CALIFORNIA

SITE NAME
SAN FRANCISCO PEAK RESERVOIR

SITE NUMBER
NS016

SITE ADDRESS
3471 CANNON ROAD
OCEANSIDE, CA 92056

SHEET TITLE
SITE SURVEY
GENERAL INFORMATION

SHEET NUMBER
LS1

PARCEL 1: (Equipment Lease Area)

THAT PORTION OF PARCEL 4 OF PARCEL MAP NO. 10839 IN THE CITY OF OCEANSIDE, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY DECEMBER 24, 1980, DESCRIBED AS FOLLOWS;

COMMENCING AT THE CENTERLINE INTERSECTION OF WISTERIA DRIVE AND MERCED DRIVE THE CENTERLINE OF SAID MERCED DRIVE HAVING A BEARING OF NORTH 47°33'33" EAST, WITH ALL BEARINGS HEREIN RELATIVE THERETO; THENCE, NORTH 5°37'28" WEST, A DISTANCE OF 273.52 FEET TO THE SOUTHERLY CORNER OF THE LEASE PARCEL AREA (LPA), SAID POINT BEING THE POINT OF BEGINNING; THENCE, THE FOLLOWING FOUR (4) COURSES:

1) NORTH 38°47'20" WEST, A DISTANCE OF 14.00 FEET; THENCE,
2) NORTH 51°12'40" EAST, A DISTANCE OF 30.33 FEET; THENCE,
3) SOUTH 38°47'20" EAST, A DISTANCE OF 14.00 FEET; THENCE,
4) SOUTH 51°12'40" WEST, A DISTANCE OF 30.33 FEET TO THE POINT OF BEGINNING.

CONTAINING 425 SQUARE FEET, MORE OR LESS.

PARCEL 2: (Power Easements)

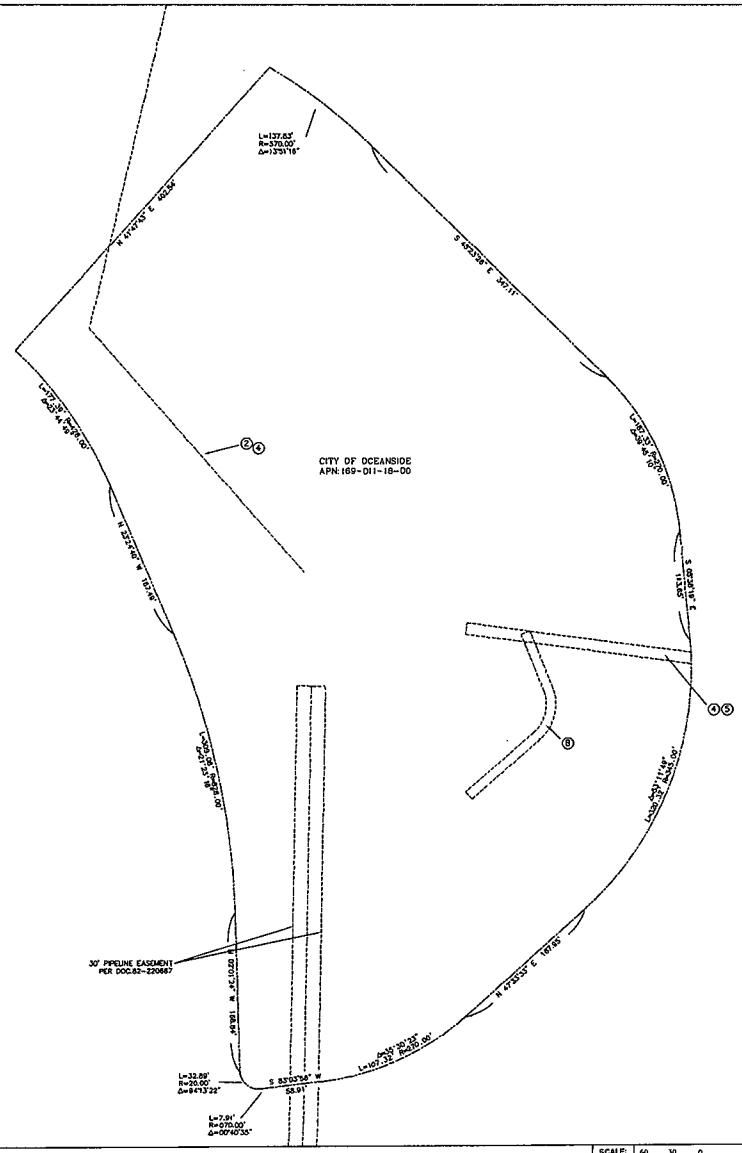
THAT PORTION OF PARCEL 4 OF PARCEL MAP NO. 10839 IN THE CITY OF OCEANSIDE, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY DECEMBER 24, 1980, DESCRIBED AS FOLLOWS;

THOSE CERTAIN 4 FOOT WIDE TELCO EASEMENTS, THE CENTERLINE OF WHICH ARE SHOWN HEREON.

PARCEL 3: (Cable Easements)

THAT PORTION OF PARCEL 4 OF PARCEL MAP NO. 10839 IN THE CITY OF OCEANSIDE, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY DECEMBER 24, 1980, DESCRIBED AS FOLLOWS;

THOSE CERTAIN 4 FOOT WIDE CABLE EASEMENTS, THE CENTERLINE OF WHICH ARE SHOWN HEREON.



BOUNDARY DETAIL

SCALE: 1"=60'

60 30 0 60

ADD. LEGEND

BC	BOTTOM OF CURB
EC	EDGE OF CONCRETE
ELPN	ELECTRICAL PANEL
ELTR	ELECTRICAL TRANSFORMER
ELVA	ELECTRICAL VAULT
EP	EDGE OF PAVEMENT
ER	EDGE OF DIRT ROAD
HW	HEAD WALL
LP	LIGHT POLE TOP
NG	GROUND SPOT ELEVATION
RFSC	ANTENNA SCREEN
RTOE	ROOF TOE
RTOP	ROOF TOP
TLVA	TELEPHONE VAULT
TRTP	TREE TOP DECIDUOUS
TRTP3	TREE TOP CONIFEROUS
WT	WATER TANK RIM
	BOUNDARY LINE
	CENTERLINE
	MISC. PROPERTY LINE
	MISC. TIE LINE
	RIGHT-OF-WAY LINE
	EASEMENT LINE
	FENCE LINE

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4) Field survey completed on APRIL 2, 2010.

AC	AIR CONDITIONER	PM	PARCEL MAP
	ASPHALT		PARKING METER
BC	BOTTOM OF CURB		POWER POLE
BLDG	BUILDING	ROS	RECORD OF SURVEY
	BOLLARD		ROOF DRAIN
	CONCRETE		ROOF OUTLET
	CONTROL POINT	RTOP	ROOF TOP
	DOOR		ROOF VENT
	ELECTRIC BOX		SANITARY SEWER MANHOLE
	FENCE		SEWER CLEAN OUT
	FIRE HYDRANT		SIGN POST
	FOUND MONUMENT	EL=00.0	SPOT ELEVATION
	GAS METER		SPRINKLER
	GAS VALVE		STORM DRAIN MANHOLE
	GPS POINT		TELEPHONE BOX
	GUARD RAIL		TELEPHONE MANHOLE
	GUY ANCHOR		TELEPHONE PEDISTAL
HETR	HEATER		TEMPORARY BENCHMARK
	INLET		TITLE REPORT EXCEPTION
	IRRIGATION BOX	TC	TOP OF CURB
	IRRIGATION VALVE		TRAFFIC SIGNAL BOX
	LIGHT BUILDING		TRAFFIC SIGNAL POLE
	LIGHT GROUND		TREE
	LIGHT STREET		UTILITY POLE
( )	MEASURED DISTANCE		WATER METER
	MONITORING WELL		

LEGEND

BOOTH & SUAREZ
ARCHITECTURE PLANNING

PREPARED FOR

at&t MOBILITY

6925 LUSK BOULEVARD
SAN DIEGO, CA 92121

PREPARED BY:	DAF
CHECKED BY:	DAF
APPROVED BY:	DAF

#	DATE	REVISIONS
1	4/7/10	SITE SURVEY
2	4/16/10	TITLE REVIEW
3	4/19/10	LEASE AREA

FLOYD SURVEYING, INC.
11576 NORGATE CIRCLE
CORONA, CA 92880
OFFICE/FAX (951) 739-7949
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PROFESSIONAL LAND SURVEYOR
David A. Floyd
No. 7856
Exp. 12/31/2010
STATE OF CALIFORNIA

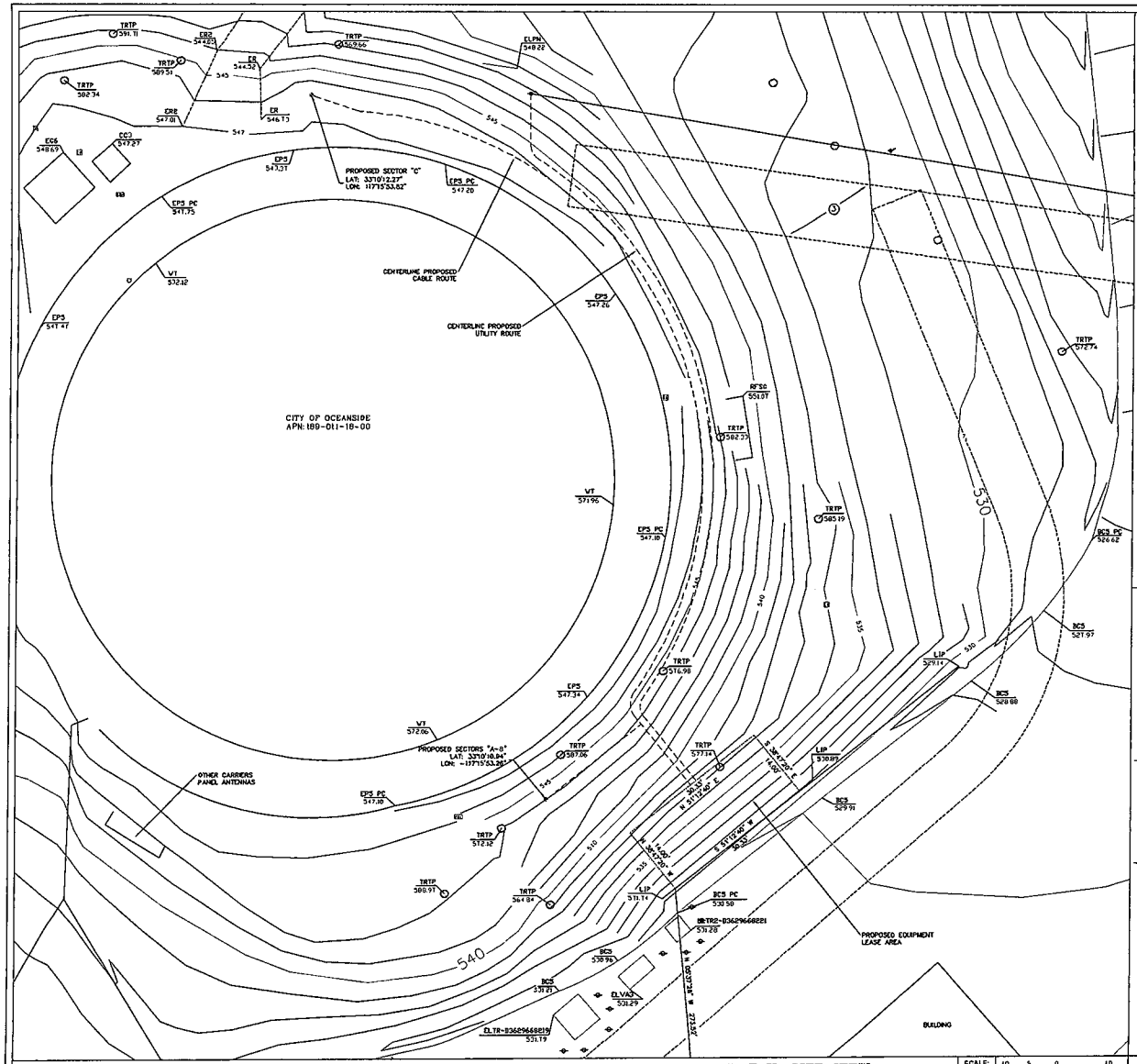
SITE NAME
SAN FRANCISCO PEAK RESERVOIR

SITE NUMBER
NS016

SITE ADDRESS
3471 CANNON ROAD
OCEANSIDE, CA 92056

SHEET TITLE
SITE SURVEY
GENERAL INFORMATION

SHEET NUMBER
LS2



DETAIL SITE VIEW

SCALE: 1"=10'

ADD. LEGEND

BC	BOTTOM OF CURB
EC	EDGE OF CONCRETE
ELPN	ELECTRICAL PANEL
ELTR	ELECTRICAL TRANSFORMER
ELVA	ELECTRICAL VAULT
EP	EDGE OF PAVEMENT
ER	EDGE OF DIRT ROAD
HW	HEAD WALL
LP	LIGHT POLE TOP
NG	GROUND SPOT ELEVATION
RFSC	ANTENNA SCREEN
RTOE	ROOF TOE
RTOP	ROOF TOP
TLVA	TELEPHONE VAULT
TRTP	TREE TOP DECIDUOUS
TRTP3	TREE TOP CONIFEROUS
WT	WATER TANK RIM
	BOUNDARY LINE
	CENTERLINE
	MISC. PROPERTY LINE
	MISC. TIE LINE
	RIGHT-OF-WAY LINE
	EASEMENT LINE
	FENCE LINE

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4) Field survey completed on APRIL 2, 2010.

AC	AIR CONDITIONER	PM	PARCEL MAP
	ASPHALT		PARKING METER
BC	BOTTOM OF CURB		POWER POLE
BLDG	BUILDING	ROS	RECORD OF SURVEY
	BOLLARD		ROOF DRAIN
	CONCRETE		ROOF OUTLET
	CONTROL POINT	RTOP	ROOF TOP
	DOOR		ROOF VENT
	ELECTRIC BOX		SANITARY SEWER MANHOLE
	FENCE		SEWER CLEAN OUT
	FIRE HYDRANT		SIGN POST
	FOUND MONUMENT	00.0	SPOT ELEVATION
	GAS METER		SPRINKLER
	GAS VALVE		STORM DRAIN MANHOLE
	GPS POINT		TELEPHONE BOX
	GUARD RAIL		TELEPHONE MANHOLE
	GUY ANCHOR		TELEPHONE PEDISTAL
HTR	HEATER		TEMPORARY BENCHMARK
	INLET		TITLE REPORT EXCEPTION
	IRRIGATION BOX	TC	TOP OF CURB
	IRRIGATION VALVE		TRAFFIC SIGNAL BOX
	LIGHT BUILDING		TRAFFIC SIGNAL POLE
	LIGHT GROUND		TREE
	LIGHT STREET		UTILITY POLE
( )	MEASURED DISTANCE		WATER METER
	MONITORING WELL		

LEGEND

BOOTH & SUAREZ
ARCHITECTURE PLANNING

PREPARED FOR

at&t MOBILITY

6925 LUSK BOULEVARD
SAN DIEGO, CA 92121

PREPARED BY:	DAF
CHECKED BY:	DAF
APPROVED BY:	DAF

#	DATE	REVISIONS
1	4/7/10	SITE SURVEY
2	4/16/10	TITLE REVIEW
3	4/19/10	LEASE AREA

FLOYD SURVEYING, INC.
11576 NORGATE CIRCLE
CORONA, CA 92880
OFFICE/FAX (951) 739-7949
EMAIL: fsi@floydsurveying.com

PROFESSIONAL LAND SURVEYOR
David A. Floyd
No. 7878
Exp. 12/31/2010
STATE OF CALIFORNIA

SITE NAME
SAN FRANCISCO PEAK RESERVOIR

SITE NUMBER
NS016

SITE ADDRESS
3471 CANNON ROAD
OCEANSIDE, CA 92056

SHEET TITLE
SITE SURVEY GENERAL INFORMATION

SHEET NUMBER
LS3

EXHIBIT "C"

MEMORANDUM OF LEASE

Prepared by
<u>& When Recorded Return to:</u>

New Cingular Wireless PCS, LLC
12555 Cingular Way, Suite 1300
Alpharetta, GA 30004
Attn: Network Real Estate Administration

APN: 169-011-18

(Space Above This Line For Recorder's Use Only)

Re: Market: Southern California
Cell Site Number: NS0016
Cell Site Name: San Francisco Peak (CA)
FA Number: 10554803
Address: 3471 Cannon Road, Oceanside, CA 92056
County: San Diego

MEMORANDUM
OF
LEASE

This Memorandum of Lease is entered into on this ____ day of _____, 201_, by and between the City of Oceanside, a municipal corporation (hereinafter referred to as "**City**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 12555 Cingular Way, Suite 1300, Alpharetta, GA 30004 (hereinafter referred to as "**Permittee**").

1. City and Permittee entered into a certain Property Use Agreement ("**Agreement**") on the _____ day of _____, 201_, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing are set forth in the Agreement.

2. The initial lease term will be ten (10) years ("**Initial Term**") commencing on the earlier of (i) the first (1st) day of the month immediately following the date Permittee is granted a final and unappealable building permit by the governmental agency charged with issuing such permits, or (ii) the first day of the month which is six (6) months following the date of execution by both Parties. There shall be two (2) successive five (5) year options to renew.

3. The portion of the land being leased to Permittee (the "**Premises**") is described in **Exhibit 1** annexed hereto.

4. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above written.

"City"

CITY OF OCEANSIDE,
a municipal corporation

Date:_____

By:_____
City Manager

APPROVED AS TO FORM:

By:_____
City Attorney

"Permittee"

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By:_____

Print Name:_____

Its: _____

Date:_____

[NOTARY ACKNOWLEDGEMENTS ATTACHED]

CITY:

STATE OF CALIFORNIA
COUNTY OF _____)

On _____ before me, _____,
(insert name title of the officer)
personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

PERMITTEE:

STATE OF CALIFORNIA
COUNTY OF _____)

On _____ before me, _____,
(insert name title of the officer)
personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT 1

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

THAT PORTION OF PARCEL 4 OF PARCEL MAP NO. 10839, IN THE CITY OF OCEANSIDE, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DECEMBER 24, 1980, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWESTERLY TERMINUS OF THAT CERTAIN COURSE IN THE BOUNDARY OF SAID PARCEL 4 HAVING A BEARING NORTH 47°53'14" EAST (RADIAL) AND A LENGTH OF 484.68 FEET;
THENCE FOLLOWING THE BOUNDARY OF SAID PARCEL 4 SOUTHERLY, 163.97 FEET ALONG A NONTANGENT CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 270 FEET TO THE TRUE POINT OF BEGINNING;
THENCE SOUTH 07°18'59" EAST 113.65 FEET TO A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 345 FEET;
THENCE SOUTHERLY ALONG SAID CURVE 320.32 FEET;
THENCE SOUTH 45°52'53" WEST 167.95 FEET TO A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 270 FEET;
THENCE LEAVING SAID BOUNDARY SOUTHERLY ALONG SAID CURVE LAST MENTIONED 167.32 FEET;
THENCE SOUTH 81°23'16" WEST, 58.91 FEET TO A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 670 FEET;
THENCE WESTERLY ALONG SAID CURVE 7.91 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 20 FEET, A RADIAL BEARING THROUGH SAID POINT BEARS SOUTH 7°56'10" EAST;
THENCE WESTERLY AND NORTHERLY ALONG SAID CURVE 32.89 FEET;
THENCE NORTH 03°42'04" WEST 168.84 FEET TO A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 828 FEET;
THENCE NORTHERLY ALONG SAID CURVE 309.08 FEET;
THENCE NORTH 25°05'20" WEST 167.49 FEET TO A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 428 FEET;
THENCE NORTHWESTERLY ALONG SAID CURVE 177.39 FEET TO A POINT ON A NONTANGENT LINE, A RADIAL BEARING THROUGH WHICH BEARS NORTH 41°09'53" EAST;
THENCE ALONG SAID NONTANGENT LINE NORTH 40°07'03" EAST 402.54 FEET TO A POINT ON A NONTANGENT CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 570 FEET, TO WHICH POINT A RADIAL BEARS NORTH 29°04'36" EAST, THENCE SOUTHERLY ALONG SAID CURVE 137.83 FEET; THENCE SOUTH 47°04'06" EAST 347.11 FEET TO A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 270 FEET; THENCE SOUTHERLY 187.33 FEET ALONG SAID CURVE TO THE TRUE POINT OF BEGINNING.