

ORIGINAL

TABLE OF CONTENTS

PERMIT AGREEMENT NO. 5276 TOWER ROAD COMPLEX

1.	PARTIES	1
2.	PREMISES	1
3.	USE	2
4.	RELOCATION OF COMMUNICATION SITE	3
5.	PRIMARY TERM	4
6.	EXTENDED TERM	4
7.	PERMIT FEE	5
	A. BASE PERMIT FEE	5
	B. PRORATED PERMIT FEE	6
	C. BASE PERMIT FEE ADJUSTMENT	6
	D. EXTENDED TERM FEE	7
	E. DISCONTINUED CONSUMER PRICE INDEX	7
8.	TERMINATION	8
9.	HAZARDOUS MATERIALS ACTIVITY	9
10.	NATURE OF PERMIT	10
11.	ACCESS	10
12.	CLAIMS	12
13.	DAMAGE TO OR DESTRUCTION OF IMPROVEMENTS	12
14.	PERMITS	12

15.	MAINTENANCE	12
16.	UTILITIES	12
17.	ALTERATIONS OR ADDITIONS	13
18.	REMOVAL OF IMPROVEMENTS UPON EXPIRATION/TERMINATION.....	13
19.	FIXTURES	14
20.	EQUIPMENT CONFLICT	14
21.	TAXES	15
	A. REAL PROPERTY TAXES	15
	B. PERSONAL PROPERTY TAXES	15
	C. POSSESSORY INTEREST TAX	15
22.	RIGHTS ON DEFAULT	16
	A. PERMITTEE'S DEFAULT	16
	B. PERMITTOR'S DEFAULT	16
23.	LIABILITY - VANDALISM	17
24.	INDEMNIFICATION AND INSURANCE.....	17
	A. HOLD HARMLESS	17
	B. GENERAL LIABILITY AND PROPERTY DAMAGE INSURANCE	18
	C. WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE ...	18
	D. MISCELLANEOUS INSURANCE PROVISIONS	18
	E. CERTIFICATE OF INSURANCE	19
25.	FENCES	19
26.	ENTRY BY PERMITTOR/PERMITTEE	19
27.	HOLDING OVER	20
28.	AUTHORIZED REPRESENTATIVE OF THE COUNTY OF SAN MATEO	21

29.	NOTICE	21
30.	ASSIGNMENT BY PERMITTEE	22
31.	CONSENT	22
32.	ENTIRE AGREEMENT AND BINDING EFFECT	22
33.	PROCESSING FEE	22
34.	NOTICE OF CORPORATE OFFICIALS	23
35.	RESERVATIONS	23
36.	LIENS	23
37.	SAN MATEO COUNTY NO SMOKING ORDINANCE	24
38.	NON-DISCRIMINATION	24
39.	GENERAL PROVISIONS	25
	EXHIBIT "A"	29
	EXHIBIT "B"	30

PERMIT AGREEMENT

No. 5276

TOWER ROAD COMPLEX

1. **PARTIES.** This Permit Agreement ("Permit"), dated for reference purposes only, this ___ day of _____, 2001, is made by and between the COUNTY OF SAN MATEO, a political subdivision of the State of California ("Permitter"), whose address is:

County of San Mateo
County Manager's Office
Real Property Division
455 County Center, 5th Floor
Redwood City, CA 94063-1663

and SPRINT SPECTRUM LP, a limited partnership ("Permittee"), whose address is:

Sprint Spectrum LP
4683 Chabot Drive, Suite 100
Pleasanton, CA 94588

and both Parties agree as follows:

2. **PREMISES.** Permitter is the owner of a certain parcel of real property commonly known as Tower Road Complex, San Mateo, California ("Site") which is located in the unincorporated area of the County of San Mateo, near the City of San Mateo, State of California. The Premises is located on the Site and consists of approximately 375 square feet of unimproved land, all as more particularly shown on "A" attached hereto and made a part hereof.

Permittee is hereby granted permission to use and occupy a portion of the Site, herein called the "Premises", consisting of: (a) approximately three hundred seventy five (375) square feet of ground space

for the installation of outdoor communication equipment, (b) space for Permittee's monopole adjacent to the Premises for the installation of three (3) sector antennas and one (1) GPS antenna, and (c) space for cabling and conduit between the outdoor communications equipment and the monopole, all as more particularly described on the attached Exhibit "B" (hereinafter referred to alternately as "Equipment" or "Communication Site").

In the event that Permittee's communication facilities are relocated in accordance with the provisions as set forth in Section 4 herein (Relocation of Communication Site), this Permit shall be amended to redefine the Premises.

Permittee shall have the right to construct the Communication Site in accordance with the plans attached as Exhibit "B" which are hereby approved for construction by Permittor. Said approval shall not be construed as, and is subject to, issuance of a Use Permit and a building permit as required and issued by the Planning and Building Divisions of San Mateo County. Upon application for a Building Permit Permittee will concurrently provide Permittor's Facilities Maintenance Manager a copy of the permit application. Permittee shall obtain the consent of Permittor, which consent shall not be unreasonably withheld, unreasonably conditioned or unreasonably delayed for any modifications to the Communication Site not shown in Exhibit "B" that may be required to accommodate Permittee's operations. Permittee shall obtain all necessary governmental approvals and permits prior to commencing construction and shall provide Permittor with notice prior to the start of construction. All Permittee contractors and subcontractors shall be duly licensed in the state of California.

3. USE. Permittor hereby grants permission to Permittee to occupy the Premises for installation, construction, removal, replacement, maintenance, and operation, at Permittee's sole expense, a wireless communication site consisting of the equipment listed below and as shown on Exhibit "B" attached hereto:

- 1 Power Cabinet
- 1 Battery Cabinet
- 1 Flexent Cabinet
- 1 Power Protection cabinet for power and telco

together with cabling between the equipment and exterior antennas and for no other equipment or purposes without the prior written consent of Permitter, which consent shall not be unreasonably withheld, unreasonably conditioned and unreasonably delayed. Prior to the installation of equipment, Permittee must obtain a license, and any other required license authorizing it to operate said equipment. Said License(s) shall be provided by Permittee to Permitter upon written notice.

Permittee shall not do or permit anything to be done in or about the Premises nor bring or keep anything therein which will in any way increase the existing rate of or affect any fire or other insurance upon the Premises or any of its contents, or cause cancellation of any insurance policy covering the Premises or any part thereof or any of its contents. Permittee shall not use or allow the Premises to be used for any improper, immoral, unlawful or objectionable purpose, nor shall Permittee cause, maintain or permit any nuisance in, on or about the Premises. Permittee shall not commit or suffer to be committed any waste in or upon the Premises.

Permittee makes no warranty as to the physical or legal condition of the Site or its suitability for Permittee's proposed use. Permittee acknowledges that it has investigated the physical and legal conditions of the Site and its suitability for Permittee's use and that Permittee has accepted the Site in its "AS-IS" condition.

4. RELOCATION OF COMMUNICATION SITE. Permittee acknowledges and is aware that Permitter is developing a Master Plan for its entire Site of which the Premises are a part. In the event that the Master Plan requires use of the Premises for Permitter's government operations and if Permitter elects to implement the Master Plan, Permitter shall have the right to require Permittee to relocate Permittee's communication site to another similar location on the Site once during the term of this Permit. Relocation of the communication site shall be performed by Permittee and at Permittee's sole cost and expense. Permitter shall use its best efforts in assisting Permittee to locate a similar location on Permitter's Site that Permittee finds acceptable to operate its communication site. The Permit Fee for the relocated site shall be the same as the fee in effect at the time of relocation provided that the site is of similar size as the Premises. In the event the relocated site is of a substantially different size than the Premises, the parties shall renegotiate the fee to reflect the rates charged at that time in accordance with

the County Information Services Department's fee schedule for communication sites. In the event there is no other location that Permittee can use for its communication site on Permitter's Site, then either party shall have the right to terminate this Permit upon one hundred eighty (180) days notice to the other party.

5. **PRIMARY TERM.** Unless sooner terminated pursuant to the provisions herein, the Primary Term of this Permit shall be for sixty (60) months (irrevocable, subject to the terms of this Permit) commencing on the earliest of: (a) the date the Building Permit is available for issuance to Permittee, (b) the date Permittee takes occupancy of the Premises as evidenced by Permittee, or its agent, by storing material or otherwise commencing construction or installation of Permittee's improvements and/or communications equipment on Site, or (c) six (6) months following full execution by Permitter of this Permit. In the event the commencement date falls on a day other than the first day of a calendar month, said partial month, together with the first twelve (12) full calendar months, shall be deemed to be the first year of the Primary Term and each successive twelve (12) full calendar months shall be the successive years of the Primary Term.

6. **EXTENDED TERM.** Provided Permittee is not in default and breach of this Permit and subject to review and approval of the Permitter, Permittee shall have the option to renew this Permit for two additional five (5) year periods under the same terms, covenants and conditions (except the number of remaining options and subject to adjustment of the Permit Fee as specified in Section 7.D.)

Notwithstanding anything to the contrary contained in this Permit, Permittee's right to extend the Primary Term by exercise of the foregoing option shall be conditioned upon the following:

a) **NOTICE:** Permittee shall give Permitter written notice of its election to exercise its option at least ninety (90) days prior to the expiration of the Primary Term.

b) **ASSIGNMENT:** Except for the permitted assignment pursuant to Section 29 herein (Assignment by Permittee), if all or a portion of the Premises under this Permit has been assigned, this option shall be deemed null and void and neither Permittee nor any assignee shall have the right to exercise such option during the term of such assignment.

c) **CONTINUOUS OPERATION:** Upon initial commencement of operations, Permittee must have been in continuous operation in accordance with Section 3 herein (Use) except for reasonable periods of downtime and to the extent within Permittee's reasonable control during the Primary Term in effect at the time Permittee exercises its option.

d) **PERMITTOR'S RIGHT TO TERMINATE OPTION:** In the event Permittor receives written notice by Permittee of Permittee's desire to exercise its Option to Extend, and Permittor determines that the Premises have a more appropriate use including, but not limited to, any County or public use, Permittor shall have the right to refuse to grant Permittee's option to extend by giving Permittee written notice, within thirty (30) days of receipt of Permittee's notice, and the Permit shall terminate at the end of six (6) months following the end of the term then in effect at the time of Permittee's notice. Said six (6) month extension shall be subject to all of the terms and conditions of this Permit, except for Permittee's right to extend the term. If Permittor refuses to grant Permittee's option to extend under this section, Permittor shall use its best efforts in assisting Permittee to locate a similar location on Permittor's Site that Permittee finds acceptable to operate its communication site.

Permittee's right to exercise the option to extend the term of this Permit shall be subject to Permittee being in material compliance with all terms and conditions of this Permit, both at the time of Permittee's exercise of this option and at the time the extended term is scheduled to commence. This condition may be waived by Permittor at its sole discretion and may not be used by Permittee as a means to negate the effectiveness of Permittee's exercise of this option.

7. PERMIT FEE.

A. **BASE PERMIT FEE.** Permittee agrees to pay Permittor, as Base Permit Fee for the Premises, the annual sum of TWENTY ONE THOUSAND SIX HUNDRED AND NO/100 DOLLARS (\$21,600) payable in equal monthly installments of ONE THOUSAND EIGHT HUNDRED AND NO/100 DOLLARS (\$1,800) in advance on or before the first day of each and every calendar month during the first year of the Primary Term to Permittor at the following address:

Department of Public Works
Accounts Receivable (Ref. No. 5276)
555 County Center, 5th Floor
Redwood City, CA 94063

B. PRORATED PERMIT FEE. Base permit fee and all other fees and charges for any period during the term hereof which is for less than one (1) full calendar month shall be prorated based upon the actual number of days of the calendar month involved.

C. BASE PERMIT FEE ADJUSTMENT. The permit fee payable by Permittee to Permitter hereunder shall be adjusted annually and shall be effective on each "Anniversary Date". By definition herein, the first Anniversary Date shall occur on the first day of the first full month following the first twelve (12) months after the Commencement Date of the Primary Term. By example, if the Commencement Date of this Permit is March 15, 2001, the first Anniversary Date for the permit fee adjustment would be April 1, 2002, and annually thereafter on each April 1st throughout the Primary Term, or any extensions thereof as provided in Section 6 herein (Extended Term) of this Permit.

The adjustments, if any, shall be calculated based upon the Consumer Price Index ("Index") which is published by the United States Department of Labor, Bureau of Labor Statistics (1982-84 = 100), or successor index, for San Francisco-Oakland-San Jose, All Items, for All Urban Consumers. The Index published for the most recent month prior to each Anniversary Date shall be compared with the Index immediately preceding the Commencement Date or previous Anniversary Date. Effective on each Anniversary Date, the monthly permit fee shall be adjusted by multiplying the current monthly permit fee times the current Anniversary Date Index divided by the previous Anniversary Date Index. By example, the calculation for the first permit fee adjustment is shown as:

$$x \frac{\text{Current Anniversary Date Index}}{\text{Previous Anniversary Date Index}} = \text{New Permit Fee}$$

In any event, the adjusted monthly permit fee shall never be less than the permit fee in effect at the time of adjustment. Said adjusted permit fee shall be rounded in accordance with normal rounding practice to the closest dollar.

D. EXTENDED TERM FEE During the first year of each extended term exercised by Permittee as provided for Section 6, the permit fee for the first year of each Renewal Term shall be based upon the then current fair market permit fees for like space and shall be subject to adjustment commencing the 2nd year of each Renewal Term and each year thereafter of each Renewal Term in accordance with Section 7. C. above. Current fair market permit fee shall be established in accordance with the County's radio site equipment rates, and Permittee will be treated equitably with similarly situated carriers leasing property from Permitter. The permit fee for the initial year of each Renewal Term shall be determined and agreed to by both parties at least sixty (60) days prior to the commencement date of the applicable Renewal Term. If an agreement on fair market permit fees cannot be reached by the parties within thirty (30) days prior to the commencement date of the applicable Renewal Term, then Permitter or Permittee shall have the right to terminate this Permit upon twelve (12) months written notice to the other party, provided however, that Permittee shall not be obligated to vacate the Premises until twelve (12) months after termination/expiration of the prior term. The fee for said twelve (12) month period shall be the fee paid by Permittee for the preceding year of the permit which shall be increased by the CPI published immediately prior to the expiration date of the Term or Renewal Term. All other terms and conditions hereof shall apply.

E. DISCONTINUED CONSUMER PRICE INDEX. If the Consumer Price Index is not of the format as recited in Section 7(C) herein (Base Permit Fee Adjustment) on any of the Anniversary Dates, Permitter shall substitute any such official index as may be published by the Bureau of Labor Statistics, or any successor or similar government agency as may then exist or be most nearly equivalent thereto.

F. LATE CHARGES. Permittee hereby acknowledges that late payment by Permittee to Permitter of the permit fee or other sums due under the provisions of this Permit will cause Permitter to incur costs not contemplated by this Permit, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, administrative processing of delinquent notices and

accounting charges. Accordingly, if any installment of the permit fee or of a sum due from Permittee is not received by Permittor or postmarked within ten (10) days after said amount is due, then Permittee shall pay to Permittor a late charge equal to one percent (1%) of the permit fee in effect at that time or Twenty-five Dollars (\$25.00), whichever is greater. **A late charge shall be applied each month that the permit fee or any sum due is delinquent.** The parties hereby agree that such late charges represent a fair and reasonable estimate of the cost that Permittor will incur by reason of the late payment by Permittee. Acceptance of late charges by Permittor shall in no event constitute a waiver of Permittee's default with respect to such overdue amount, nor prevent Permittor from exercising any of the other rights and remedies granted under the provisions of this Permit.

8. TERMINATION.

A. BY PERMITTEE: The Permittee shall have the right to terminate this Permit at any time upon one hundred and eighty (180) days prior written notice to Permittor for any of the following reasons:

1. If the approval of any agency, board, court or other governmental authority necessary for the construction and/or operation of Permittee's communications facility cannot be obtained, or is revoked, or if Permittee determines the cost of obtaining such approval is commercially infeasible, or

2. If Permittee determines that the Site is not appropriate for locating Permittee's communication facility for technological reasons including, but not limited to, signal interference.

B. BY PERMITTOR: The Permittor shall have the right to terminate this Permit at any time after the Primary Term upon one hundred and eighty (180) days prior written notice to Permittee only for any of the following reasons:

1. If Permittee's communication equipment causes interference with Permittor's

communication equipment located on the site and Permittee's communication equipment cannot be corrected, or

2. If Permittor determines that this County property including the Premises has a more appropriate use including, but not limited to, any County or public use, or sale; or

3. If Permittor remains in default under Section 22 of this Permit after the applicable cure periods. If Permittor terminates this Permit under the provisions of the above Section 8(B) 2, Permittor shall use its best efforts in assisting Permittee in locating a replacement location on the Site as set forth in Section 4 of this Permit.

C. NOTICE. Upon termination as provided for under the terms of Section 8(A) herein (Termination by Permittee), or Section 8(B) herein (Termination By Permittor), neither party will owe the other party any further obligation under the terms of this Permit, except as may otherwise be provided herein and except for Permittee's responsibility of removing all of Permittee's communications equipment from the Premises and restoring the Premises to its original condition, as near as practicable, save and except normal wear and tear and acts beyond Permittee's control.

In the event of any damage to, destruction of or condemnation of all or any part of the Premises which renders the Premises unusable or inoperable, either party shall have the right, but not the obligation, to terminate this Permit and all of its duties and obligations hereunder by giving written notice to the other party within thirty (30) days after such damage, destruction or condemnation unless said damage was caused by the negligence or wilful misconduct of the party terminating the Permit. Permittee acknowledges that it has no property interest in the Premises and that Permittor alone shall be entitled to any condemnation proceeds paid as a result of any condemnation of the Premises.

Upon the expiration or termination of this Permit for any reason, Permittee shall remove its equipment/property in accordance with Section 18.

9. HAZARDOUS MATERIALS ACTIVITY. Permittee shall not store, handle or generate hazardous materials/waste/underground tanks on the Premises except for fuel, batteries, and solvents

used in connection with an emergency generator and only in the event of disruption of electrical service to the Premises. In the event that Permittee does store, handle, or generate hazardous materials on the Premises, Permittee shall be deemed to be in breach of this Permit and shall be subject to such remedies as are available to Permitter under law, and as provided herein. Additionally, Permittee shall be liable for the payment of all costs of investigation and remediation of hazardous materials on the Premises that may be required in the event that Permittee does store, handle, or generate hazardous materials on the Premises, and shall relieve, indemnify, protect, and save harmless Permitter against any and all claims and liabilities, of any kind or nature whatsoever, arising out of the presence of any such hazardous materials introduced to the Premises by Permittee.

Hazardous material means any material that, because of its quantity, concentration, or physical or chemical characteristics, poses a significant present or potential hazard to human health and safety or to the environment if released into the work place or the environment. Hazardous materials include, but are not limited to, hazardous substances, hazardous waste, and any material which a handler or the administering agency has a reasonable basis for believing that it would be injurious to the health and safety of persons or harmful to the environment if released into the work place or the environment. Examples of such hazardous materials are, but are not limited to: waste oil, solvents, gasoline and compressed gases.

Permitter represents and warrants to Permittee that there is no pending claim, lawsuits, proceeding or other legal, quasi-legal or administrative challenge concerning the Site or Premises, the operation thereof, or any condition existing thereon which relates to the presence of any Hazardous Materials in, under or around the Site. Permitter further represents and warrants, to the best of Permitter's knowledge, that there are no Hazardous Materials present in, on, under or around the Site and/or Premises in violation of any Applicable Law.

10. NATURE OF PERMIT. This Permit does NOT constitute the grant of a lease, deed, easement, or conveyance or transfer of any property interest.

11. ACCESS. Subject to Permitter's right to determine the allowable access route to the Premises, Permittee is granted permission to use existing roads twenty-four (24) hours a day, seven (7) days a week

for ingress and egress to the Premises and/or Building over, upon, and across adjoining lands owned by Permittor as may be required for the purpose of erection, installation, maintenance and removal of Permittee's communication facilities and other necessary appurtenances, and for telephone lines and power lines used in connection with Permittee's use. Said rights for ingress and egress shall be over existing roads and parking lots. Said right to connect to existing telephone lines and power lines shall be over the area shown on Exhibit "A".

If applicable, Permittor shall deliver to Permittee all necessary keys and combinations to facilitate Permittee's ingress and egress from the Premises. The rights of Permittee under this Section shall be limited to authorized employees or contractors of Permittee, including Federal Communications Commission ("FCC") inspectors, or persons under their direct supervision.

Notwithstanding the above, if Permittee has Equipment in a Permittor's occupied building, then Permittee's access to the building will be subject to and limited by any reasonable security procedures instituted by Permittor for the protection of its building and its equipment; however, Permittee shall never be unreasonably denied access to any building housing its Equipment.

Notwithstanding the above, neither Permittee or any employee, contractor or agent of Permittee shall allow any person to enter upon or climb on any tower located on the site without ensuring that such person is using appropriate preventive fall protection. In furtherance of and not in limitation of the foregoing, any employee, contractor or agent of Permittee ascending or descending a tower shall be positively attached to the tower by means of an OSHA approved device, which device may include, without limitation, (a) a fixed cable, (b) a retractable device or (c) a harness with two lanyards attached, and such employee, contractor or agent shall be trained in the proper use of such device. Permittor makes no representation or warranty to Permittee as to the fitness of any such device for any particular use or purpose.

In an emergency (as determined by Permittor in its sole reasonable discretion), Permittor shall have the right to modify the Equipment for the purpose of eliminating or reducing, or attempting to eliminate or reduce the emergency. Upon execution of this Permit, and at any time during the term of

this Permit as requested by Permittor, shall deliver to Permittor all keys, combinations, and/or cards necessary to allow Permittor access to the Equipment.

Permittor shall have access to the Premises area for the purpose of repair and maintenance twenty-four (24) hours per day, seven (7) days per week. However, except in case of emergency, Permittor shall not have access to, or in any way disturb, Permittee's equipment located at the Premises without a representative of Permittee present.

12. CLAIMS. Permittee shall at all times indemnify and save Permittor harmless from all claims for labor or materials in connection with construction, repair, alteration, or installation of structures, improvements, equipment, or facilities within the Premises, and from the cost of defending against such claims, including attorney fees.

13. DAMAGE TO OR DESTRUCTION OF IMPROVEMENTS. In the event of damage to or destruction of the Premises or any portion thereof by reason of the negligence or wilful misconduct of Permittee, its agents, officers, employees or invitees, Permittee shall, within thirty (30) days, commence and diligently pursue to complete the repair, replacement, or reconstruction of improvements necessary to permit full use and occupancy of the Premises at Permittee's sole cost.

14. PERMITS. Permittor acknowledges that Permittee will contact the appropriate governmental agencies for the purpose of obtaining all permits and approvals necessary for the construction, operation, and maintenance of Permittee's communication facility. Permittor agrees to fully cooperate with Permittee in obtaining the necessary permits and, without limiting the generality of the foregoing, to execute any applications, maps, certificates, or other documents that may be required in connection with the permits.

15. MAINTENANCE. Permittee expressly agrees to maintain the Premises and/or the interior of Permittee's section of the Building at Permittee's sole expense, in a safe, clean, wholesome, and sanitary condition, to the reasonable satisfaction of Permittor and in compliance with all laws, rules, and regulations applicable to Permittee's specific use thereof.

Permittee shall not allow any offensive or refuse matter, nor any substance constituting an unnecessary, unreasonable or unlawful fire hazard, nor any material detrimental to the public health to accumulate or remain on the Premises and/or within or about the Building. It is expressly understood that Permittor shall have no responsibility whatsoever to make any improvements or repairs or perform any maintenance to Permittee's Premises.

16. UTILITIES. Permittee expressly agrees that Permittee shall be responsible for obtaining and providing any and all electrical and electronic communication services to the Premises required for Permittee's use, including, but not limited to, the cost to install, connect, maintain and operate said facilities. Permittor will cooperate with Permittee in Permittee's efforts to obtain utilities from any location provided by Permittor or the servicing utility, including signing any permit or other instrument reasonably required by the utility company. Said responsibility for all costs associated with utilities shall include the installation of a separate electrical meter, if applicable.

17. ALTERATIONS OR ADDITIONS. Permittee shall not make, construct, install or suffer to be made any alterations, additions (including antennas, wires, supports, poles or towers) or improvements to or on the Premises, the monopole, or any part thereof, without the written consent of Permittor first had and obtained, except that Permittee may exchange or replace the communication equipment located on the Premises which has been previously approved by Permittor with similar equipment of substantially the same (or smaller) size and weight. In the event Permittor consents to the making of any alterations, additions or improvements to the Premises and/or the Building by Permittee, the same shall be made by Permittee at Permittee's sole expense.

18. REMOVAL OF IMPROVEMENTS UPON EXPIRATION/TERMINATION.

Upon the expiration or termination of this Permit for any reason, Permittee shall immediately (and in no event later than seven (7) days after termination) remove from the Premises the Equipment and any other property placed on the Premises by Permittee or any of Permittee's Agents. Such removal shall be performed in such a manner as to not interfere with the continuing use of the Premises by Permittor and others. Permittee shall, at Permittee's sole expense, repair any damage to the Premises, or

any facilities or equipment on the Premises, caused by such removal. Upon any failure of Permittee to remove the Equipment and any other possessions of Permittee pursuant to this Section, Permitter shall have the option, but not the obligation, to remove the Equipment from the Premises and store the Equipment, all at Permittee's expense. Any damages to the Equipment occasioned by such removal and storage are expressly waived by Permittee. Any Equipment so removed will be returned to Permittee upon payment in full of all removal and storage costs and any past due Permit Fees, plus an administrative charge equal to ten percent (10%) of the total of said removal, storage, and past due Permit Fee costs. Notwithstanding the foregoing, any Equipment not retrieved by Permittee within one hundred eighty (180) days after removal from the Premises by Permitter shall be deemed abandoned by Permittee and shall become the property of Permitter without further action by either party. Such abandonment shall not relieve Permittee of liability for the costs of removal and storage of the Equipment.

19. **FIXTURES.** Permitter covenants and agrees that no part of the improvements constructed, erected, or placed by Permittee on the Premises and/or Building or other real property owned by Permitter shall be or become, or be considered as being, affixed to, or a part of Permitter's real property, and any and all provisions and principles of law to the contrary withstanding, it being the specific intention of Permitter to covenant and agree that all improvements of every kind and nature constructed, erected, or placed by Permittee on the Premises or other real property owned by Permitter, shall be and remain the property of the Permittee except as provided in Section 18 herein (Removal of Improvement) and Section 24 herein (Fences) of this Permit.

20. **EQUIPMENT CONFLICT.** Permittee agrees to use equipment of a type and frequency which will not cause interference with communications equipment currently under the operation and control of Permitter or any other communications provider under an existing Permit with Permitter.

If the Permitter's communication equipment involves public safety communications and if the Permittee's equipment causes any interference to public safety communications, the Permittee's equipment will be immediately taken out of service without exception by Permittee. If Permittee's equipment interferes with the Permitter's public safety communications, the determination to take out of service the Permittee's equipment shall be at the Permitter's sole discretion. Except as provided above:

A. Permittee will not cause radio frequency and/or electrical interference to the existing equipment of Permitter or to any other occupant, tenant, or any other user ("Existing User") of the Site whose equipment was located at the Site upon the earlier of: (i) the Commencement Date; or (ii) the date Permittee installs its Communications Equipment, provided that the equipment used by any Existing User or Permitter is operating within the technical parameters specified by its manufacturers and as defined by the FCC. Upon written notice from Permitter to Permittee of such interference, Permittee will take all reasonable steps to correct such interference in a timely manner. If such interference cannot be corrected within five (5) business days from receipt of Permitter's Notice, Permittee will cease using its Communications Equipment, except for testing, until such time as Permittee corrects the interference to Permitter's satisfaction. In the event Permittee cannot correct the interference, Permittee will have the option to terminate this Permit without further liability hereunder, upon (30) days written Notice to Permitter and Permittee shall remove its equipment in a timely manner and at Permittee's sole cost and expense.

B. After the date of this Permit, Permitter will not grant a Permit to any other party for use of the Site or modify any existing agreement for use of the Site, or change its use of the Site or permit an existing tenant to make any changes to its use of the Site, if such use would in any way adversely affect or interfere with the operation of Permittee's Communication Equipment. If other tenants of Permitter's Site cause uncorrected radio frequency and/or electrical interference with Permittee's Communication Equipment, Permitter will require the party causing such interference to either correct such interference or stop using the equipment that causing the interference. Permittee will be entitled to a permit fee abatement until such interference is corrected. If the interference cannot be corrected within five (5) business days from receipt of Permittee's Notice, Permitter will cause the party creating the interference to cease using its equipment, except for testing, until the interference has been corrected. If the interference cannot be corrected within five (5) business days from receipt of Permittee's Notice, Permitter will cause the party creating the interference to cease using its equipment, except for testing, until the interference has been corrected. If after thirty (30) days such interference has not been completely corrected to Permittee's satisfaction, Permittee will have the option to terminate this Permit without further liability hereunder.

21. TAXES.

A. REAL PROPERTY TAXES. Permitter shall pay all real property taxes, if any, levied against the Premises. Permittee shall pay its share of any general and special assessments, if any, to the extent assessed against the Premises as a result of Permittee's improvements thereto or used thereof during the term of this Permit.

B. PERSONAL PROPERTY TAXES. Permittee shall pay, or cause to be paid, before delinquency, any and all taxes and assessments levied against Permittee's personal property in the Premises.

C. POSSESSORY INTEREST TAX. Permittee recognizes and understands in executing this Permit that its interest in the Premises created herein may be subject to a "Possessory Interest Tax" that the County Assessor may impose on such interest, and any such tax would be the liability of and be paid solely by Permittee. Permittee agrees to pay promptly when due, any Possessory Interest Tax imposed on its interest in the Premises and/or Building.

22. RIGHTS ON DEFAULT.

A. PERMITTEE'S DEFAULT: If Permittee vacates or abandons the Premises (it is hereby understood that the Premises and the Permittee's communication facility will be unmanned and unoccupied by any of Permittee's employees, however, if Permittee otherwise fails to use or occupy the Premises for five (5) consecutive days, such failure shall be deemed a vacation or abandonment), or fails to perform any obligation under this Permit, including the payment of permit fee within fifteen (15) days after receipt of written notice from Permitter specifying the payment due, or thirty (30) days for any other obligation, then unless Permittee promptly rectifies or commences to rectify the default, Permitter may, at Permitter's option and upon written notice to Permittee, take any or all of the following actions:

1) Perform such obligation, in which event the cost thereof becomes immediately due and payable to Permitter as additional permit fee; and/or,

- 2) Terminate this Permit.

If the nature of Permittee's default is such that more than thirty (30) days are reasonably required for cure thereof, then Permittee shall not be in default if Permittee shall commence such cure within said thirty (30) day period and thereafter diligently prosecute such cure to completion.

B. PERMITTOR'S DEFAULT: Permitter shall not be considered to be in default under this Permit unless:

- 1) Permittee has given written notice specifying the default; and

2) Permitter has failed for thirty (30) days to cure the default, if it is curable, or to institute and diligently pursue reasonable corrective acts for defaults that cannot be reasonably cured within thirty (30) days.

23. LIABILITY - VANDALISM. Permittee agrees that Permitter shall not be responsible for any damage to Permittee's property due to vandalism or natural disasters or for the cost of repair or replacement thereof.

24. INDEMNIFICATION AND INSURANCE .

A. HOLD HARMLESS. Permittee shall at all times relieve, indemnify, protect, and hold harmless, Permitter, its officers, employees, and servants from all claims, suits, or actions of every name, kind, and description, brought for, or on account of injuries to or death of any person, including Permittee or damage to property of any kind whatsoever and to whomever belonging to the extent caused by:

- 1) the operation, maintenance, use, or occupation of the Premises and defects on the property which the County has no control;
- 2) the acts or omissions of Permittee, its officers, agents, employees, servants, or

invitees or permittees; or

3) the failure of Permittee, its officers, agents, employees, servants, or invitees to observe or abide by any of the terms, covenants, and conditions of this Permit or any applicable federal, state, county, or municipal law, rule, or regulation.

4) Any other loss or cost, including but not limited to, the concurrent active or passive negligence of County, its officers, agents, employees, or servants resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which the County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Permittee to relieve, indemnify, protect, and hold harmless, as set forth herein above, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

B. GENERAL LIABILITY AND PROPERTY DAMAGE INSURANCE. Permittee, at its cost, shall maintain combined general liability and property damage insurance with liability limits of not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) insuring against all liability of Permittee and its authorized representatives arising out of and in connection with Permittee's use or occupancy of the Premises and/or Building.

All general liability and property damage insurance shall insure performance by Permittee of the Hold Harmless subsection of this Permit.

C. WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE. During the entire term of this Permit, or any extension thereof, Permittee shall have in effect Workers' Compensation and Employer's Liability Insurance providing full statutory coverage for all its employees. In executing this Permit, Permittee makes the following certification:

I am aware of the provisions of Section 3700 of the California Labor Code which require every employer: (1) to be insured against liability for Workers' Compensation, or (2) to

undertake self-insurance in accordance with the provisions of the Code. I will comply with such provisions.

A valid Workers' Compensation Certificate shall be deposited with the Permitter within ten (10) days after the execution of this Permit by Permitter.

D. MISCELLANEOUS INSURANCE PROVISIONS. Permittee shall pay the premiums for maintaining the insurance required herein. All the insurance required under this Permit shall:

- 1) Be issued by admitted insurance companies authorized to do business in the State of California, with a financial rating of at least an AV status as rated in the most recent edition of Best's Insurance Reports; and
- 2) Be issued as a primary policy; and
- 3) Contain an endorsement requiring thirty (30) days' notice from the insurance company to both parties before cancellation or change in the coverage, scope, or amount of any policy; and
- 4) Name Permitter as an "additional insured" by endorsement on each policy; and
- 5) Contain cross liability endorsements on each policy.

E. CERTIFICATE OF INSURANCE. A Certificate of Insurance along with an Endorsement to Permittee's insurance policy evidencing coverage as required under this Section shall be deposited with Permitter within ten (10) days after the execution of this Permit by Permitter.

In the event Permittee fails to deliver the Certificate of Insurance and the Endorsement verifying insurance coverage as required, Permitter shall have the option to terminate this Permit immediately.

F. INCREASE IN COVERAGE. Permitter reserves the right to require at any time that the

required liability and property damage insurance minimum coverage be reasonably increased in accordance with standard County of San Mateo Risk Management practice in effect at the time the increase is required. Permittee shall be given at least thirty (30) days' written notice of the required increase.

25. FENCES. Permittee shall be allowed to install a fence around the portion of the Premises described as approximately 375 square feet of ground space. Permittor and Permittee shall have joint access to the Premises as fenced. Notwithstanding other provisions of this Permit, said fence shall become property of Permittor upon termination of this Permit.

26. ENTRY BY PERMITTOR/PERMITTEE .

A. ENTRY TO PERMITTEE'S PREMISES.

i) BY PERMITTEE. Permittee shall give ten (10) days advance written notice to Permittor prior to the commencement of Permittee's installation and construction of its communications facility. Thereafter, and subject to the provisions of Section 11 herein (Access) and Section 14 herein (Permits) of this Permit, Permittee has the right to enter the Premises at any time without prior notice being given to Permittor for the installation, construction, maintenance, operation, modification or addition of Permittee's existing communications facilities.

ii) BY PERMITTOR. Permittor reserves and shall have the right to enter the Premises at any and all reasonable times, to inspect, same, supply any services to be provided by Permittor to Permittee hereunder, to show the Premises to any prospective purchasers or Permittees, to post notices of non-responsibility, and to alter, improve, repair or restore the Premises as Permittor may deem necessary or desirable, without abatement of permit fee, so long as Permittor does not unreasonably interfere with Permittee's operations. For each of the aforesaid purposes, Permittor shall at all times have and retain a key with which to unlock all of the gates and/or doors in, upon and about the Premises, excluding Permittee's vaults, cabinets, safes and files. Permittor's right to enter the Premises is subject to: (a) Permittor having given not less than twenty-four (24) hours prior notice to Permittee, and (b) an employee or agent of Permittee is present during each and any entry to the Premises.

iii) EMERGENCY - BY PERMITTOR. In the event of an emergency, Permittor shall have the right to use any and all means which Permittor may deem proper to gain entry to the Premises without liability to Permittor except for any failure to exercise due care for Permittee's property. Any entry to the Premises obtained by Permittor by and said means, or otherwise, shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into, or a detainer of, the Premises, or an eviction of Permittee from the Premises or any portion thereof.

27. HOLDING OVER. In the event that Permittee, with Permittor's consent, holds possession of the Premises or any portion thereof after the date upon which the Premises are to be surrendered, Permittee shall pay to Permittor a monthly permit fee increase of ten (10) percent above the monthly permit fee in effect upon the date of such expiration and otherwise subject to all provisions of this Permit except those pertaining to the duration of the term of this Permit or any extensions thereof. Permittee's use and occupancy will continue from month-to-month, at will, until terminated by Permittor or Permittee by the giving of thirty (30) days' written notice to the other. Nothing in this section is to be construed as a consent by Permittor to the occupancy or possession of the Premises by Permittee after the expiration of the term or any extension thereof.

28. AUTHORIZED REPRESENTATIVE OF THE COUNTY OF SAN MATEO. The Assistant County Manager shall be the only authorized agent of the County of San Mateo for purposes of giving any notices or exercising any rights, options, privileges, or obligations of the County of San Mateo under this Permit. This Permit shall not be valid or have legal effect unless executed by the President of the Board of Supervisors of the County of San Mateo pursuant to a Resolution adopted in accordance with the California Government Code. The Director of Public Works shall be responsible for the day-to-day operations of the Site.

29. NOTICE. All notices or demands are deemed to have been given or made when delivered in person or delivered by certified or registered mail, return receipt requested, postage prepaid, United States mail, and addressed to the respective parties as follows:

Permitter:

County of San Mateo
County Manager's Office
Real Property Division
455 County Center, 5th Floor
Redwood City, CA 94063
Phone: (650) 363-4047

Permittee:

Sprint Spectrum LP
4683 Chabot Drive, Suite 100
Pleasanton, CA 94588

Attn: Property Specialist - San Mateo Co.
Phone: (925) 468-7800

with copy to:

Sprint Law Department
6391 Sprint Parkway
Mailstop: KSOPHT0101-Z2020
Overland Park, Kansas 66251-2020
Attn: Sprint PCS Real Estate Attorney

The address to which any notice or demand may be given to either party may be changed by written notice.

30. **ASSIGNMENT BY PERMITTEE.** The Permittee shall not voluntarily or by operation of law assign, transfer, sublet, or otherwise transfer or encumber all or any part of Permittee's interest in this Permit or in the Premises without Permitter's prior written consent. Any assignment or encumbrance without Permitter's consent shall be voidable and, at Permitter's election, shall constitute a default. No consent to any assignment or encumbrance shall constitute a further waiver of provisions of this Section. Notwithstanding the foregoing, Permittee shall have the right to assign this Permit, without Permitter's consent to any corporation which controls, is controlled by, or is under common control with Permittee, to any corporation resulting from merger or consolidation with Permittee, or to any partnership in which Permittee, the general partner of Permittee, or any corporation which controls, is controlled by, or is under common control with the general partner of Permittee, is a general partner, or to any person or entity which acquires substantially all of Permittee's assets, provided that such assignee assumes in full all of Permittee's obligations under this Permit.

31. **CONSENT.** Whenever under this Permit the consent or approval of either party is required or a determination must be made by either party, no such consent or approval shall be unreasonably withheld or delayed, and all such determinations shall be made on a reasonable basis and in a reasonable manner.

32. **ENTIRE AGREEMENT AND BINDING EFFECT.** This Permit and any attached exhibits, as signed by the parties hereto, constitute the entire agreement between Permitter and Permittee; no prior written promises, and no prior, contemporaneous or subsequent, oral promises or representations shall be binding. This Permit shall not be amended or changed except by written instrument signed by the parties hereto. Section captions herein are for convenience only and neither limit nor amplify the provisions of this instrument. The provisions of this Permit shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of said Permitter and Permittee. This Permit shall not be effective or binding on any party until fully executed by both parties hereto.

33. **PROCESSING FEE.** Permittee shall pay to Permitter, at the time of execution of this Permit, a one-time charge of ONE THOUSAND FIVE HUNDRED DOLLARS (\$1,500.00) to cover Permitter's costs associated with the preparation, engineering and technical analysis of this Permit to assure complete compatibility of Permittee's operations at the Site.

34. **NOTICE OF CORPORATE OFFICIALS.** If Permittee is a corporation, Permittee shall furnish Permitter at the beginning of the term of this Permit the names, addresses and positions of all the officers and directors of the corporation. Permittee shall promptly advise Permitter in writing of any changes which occur in its officers or directors. Permittee shall furnish Permitter a copy of any annual report made by the corporation upon issuance of the report.

35. **RESERVATIONS.** This Permit shall at all time be subject to such rights-of-way for such sewers, pipe lines, conduits, and for such telephone, telegraph, light, heat or power lines, as shall have been duly established or as may from time to time be reasonably determined by Permitter.

This Permit is subsequent to and subject to all prior exceptions, reservations, grants, easements, leases or licenses of any kind whatsoever as the same appear on record in the office of the County Recorder, County of San Mateo, State of California. Permittee covenants not to disturb the quiet and

peaceful enjoyment of any and all parties having any legal right, title, interest or privilege in and to the Premises and that the use of the Premises by Permittee shall at all times be conducted with property regard for such rights, titles, interests and privileges.

36. LIENS.

A. Permittee shall keep the Site free from any liens arising from any work performed, materials furnished, or obligations incurred by or at the request of Permittee.

B. If any lien is filed against the Site as a result of the acts or omissions of Permittee, or Permittee's employees, agents, or contractors, Permittee must discharge the lien or bond the lien off in a manner reasonably satisfactory to Permitter within thirty (30) days after Permittee receives written notice from any party that the lien has been filed.

C. If Permittee fails to discharge or bond any lien within such period, then, in addition to any other right of remedy of Permitter, Permitter may, at Permitter's election, discharge the lien by either paying the amount claimed to be due or obtaining the discharge by deposit with a court or a title company or by bonding, or by such other methods reasonably acceptable to Permitter provided that such methods are specified in writing by Permitter to Permittee.

D. Permittee must pay on demand any amount paid by Permitter for the discharge or satisfaction of any lien, and all reasonable attorneys' fees and other legal expenses of Permitter incurred in defending any such action or in obtaining the discharge of such lien, together with all necessary disbursements in connection therewith.

37. SAN MATEO COUNTY NO SMOKING ORDINANCE. Permittee is aware that the County of San Mateo has adopted an Ordinance (No. 03239) which prohibits smoking in all County facilities whether owned or leased. Permittee understands that said Ordinance authorizes County to enforce the provisions contained therein and Permittee agrees to enforce the provisions of said ordinance on the Premises.

38. NON-DISCRIMINATION.

A. Permittee shall comply with any applicable provisions of Section 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

B. No person shall, on the grounds of race, color, religion, ancestry, sex, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Permit.

C. Permittee shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Permit. Permittee's equal employment policies shall be made available to Permitter upon request.

39. GENERAL PROVISIONS.

(1) Compliance with Law. Permittee shall not use the Premises or permit anything to be done in or about the Premises which will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated. Permittee shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements now in force or which may hereafter be in force, and with the requirements of any board of fire insurance underwriters or other similar bodies now or hereafter constituted, relating to, or affecting the condition, use or occupancy of the Premises. The judgment of any court of competent jurisdiction or the admission of Permittee in any action against Permittee, whether Permitter be a party thereto or not, that Permittee has violated any law, statute, ordinance or governmental rule, regulation or requirement, shall be conclusive of that fact as between Permitter and Permittee.

(2) Rules and Regulations. Permittee shall faithfully observe and comply with the rules

and regulations that Permittor shall from time to time promulgate. Permittor reserves the right from time to time to make all reasonable modifications to said rules. The additions and modifications to those rules shall be binding upon Permittee upon delivery of a copy of them to Permittee. Permittor shall not be responsible to Permittee for the nonperformance of any said rules by any other Permittees or occupants, or the public.

(3) Authority of Parties.

(A) Corporate Authority. If either party hereto is a corporation, each party executing this Permit on behalf of the corporation represents and warrants that he or she is duly authorized to execute and deliver this Permit on behalf of said corporation, in accordance with a duly adopted resolution of the board of directors of the corporation or in accordance with the by-laws of the corporation, and that this Permit is binding upon the corporation in accordance with its terms.

(B) Partnership. If either party hereto is a partnership or other unincorporated association, each party executing this Permit on behalf of the partnership or other association represents and warrants that he or she is duly authorized to execute and deliver this Permit on behalf of the partnership or association, in accordance with the partnership agreement or the agreement of said association.

(4) Other Terms. Clauses, plats, exhibits and riders, if any, initialed and dated by Permittor and Permittee and endorsed on or affixed to this Permit are a part hereof.

(5) Waiver. The waiver by either party of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition on any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of the permit fee hereunder by Permittor shall not be deemed to be a waiver of any preceding breach by Permittee of any term, covenant or condition of this Permit, other than the failure of the Permittee to pay the particular permit fee so accepted, regardless of Permittor's knowledge of such preceding breach at the time of the acceptance of such permit fee.

(6) Joint Obligation. "Party" shall mean Permittor or Permittee; and if there be more than one Permittee or Permittor, the obligations hereunder imposed upon Permittees or Permittors shall be joint and several.

(7) Time. Time is of the essence of this Permit and each and all of its provisions in which performance is a factor.

(8) Recordation. Neither Permitter nor Permittee shall record this Permit, except that if either party requests the other party to do so, the parties shall execute a short form memorandum hereof in recordable form.

(9) Quitclaim Deed. Permittee shall execute and deliver to Permitter on the expiration or termination of this Permit, immediately on Permitter's request, a quitclaim deed to the Premises, in recordable form, designating Permitter as transferee.

(10) Quiet Possession. Upon Permittee paying the permit fee and other fees or charges reserved hereunder and observing and performing all of the terms, covenants and conditions on Permittee's part to be observed and performed hereunder, Permittee shall have quiet possession of the Premises for the entire term hereof, subject to all the provisions of this Permit.

(11) Inability to Perform. This Permit and the obligations of Permittee hereunder shall not be affected or impaired because Permitter is unable to fulfill any of its obligations hereunder or is delayed in doing so, if such inability or delay is caused by reason of strike, labor troubles, acts of God, or any other cause beyond the reasonable control of Permitter.

(12) Negation of Partnership. Permitter shall not become or be deemed a partner or a joint venturer with Permittee by reasons of the provisions of this Permit.

(13) Sale or Transfer of Premises. In the event of any sale or transfer of the Premises, Permitter shall be and is hereby entirely freed and relieved of all liability under any and all of its covenants and obligations contained in or derived from this Permit arising out of any act, occurrence or omission occurring after the consummation of such sale or transfer; and the purchaser or transferee, at such sale or transfer or any subsequent sale or transfer of the Premises shall be deemed, without any further agreement between the parties or their successors in interest or between the parties or their successors in interest or between the parties and any such purchaser or transferee, to have assumed and agreed to carry out any and all of the covenants and obligations of Permitter under this Permit.

(14) Name. Permittee shall not use the name of the Premises or of the development, building or facility in which the Premises may be situated for any purpose other than as an address of the business to be conducted by Permittee in the Premises.

(15) Separability. Any provision of this Permit which shall prove to be invalid, void, illegal or unenforceable shall in no way affect, impair or invalidate any other provision hereof and such other provision shall remain in full force and effect.

(16) Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

(17) Signs and Auctions. Permittee shall not place any sign upon the Premises or conduct any auction thereon without Permitter's prior written consent.

(18) Provisions, Covenants and Conditions. All provisions herein, whether covenants or conditions, on the part of either party shall be deemed to be both covenants and conditions.

(19) Captions, Table of Contents. The captions and the Table of Contents of this Permit (if any) shall have no effect on the interpretation of this Permit.

(20) Payments in U.S. Money. Permit fee and all sums payable under this Permit must be paid in lawful money of the United States of America.

(21) Singular and Plural. When required by the context of this Permit, the singular shall include the plural.

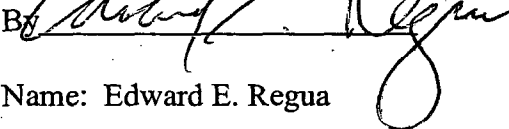
(22) Choice of Law. This Permit shall be construed, interpreted and governed in accordance with the laws of the State of California.

(23) Venue. The venue for any court action to interpret or enforce this agreement or to litigate any claim arising out of this agreement shall be had in State Court of the County of San Mateo.

IN WITNESS WHEREOF, Permitter and Permittee have executed this Permit as of the date and year first above written.

PERMITTEE:

SPRINT SPECTRUM LP, a Delaware limited partnership

By 

Name: Edward E. Regua

PERMITTOR:

COUNTY OF SAN MATEO

By _____
President, Board of Supervisors

Date August 27, 2001

Date _____

ATTEST:

Clerk of the Board

PROJECT INFORMATION:

TOWER ROA
SF33XC627 -
21 TOWER ROAD
SAN MATEO, CA 944
SAN MATEO COUN

CURRENT ISSUE DATE:

7/19/00

ISSUED FOR:

SITE SURV

REV.: DATE: DESCRIPTOR:

2/21/2000	ISSUED FOR EXHIBIT 1
2/21/2000	ISSUED FOR EXHIBIT 1

PLANS PREPARED BY:

THOMPSON-ENGINEERS
A DIVISION OF THE

1016 12TH STREET, MODES
(209) 521-8986 FAX: (2)

CONSULTANT:

DRAWN BY: CHK.:

JD JD

LICENSE:

SHEET TITLE:

SITE SURV
GENERAL INFOR

SHEET NUMBER:

000

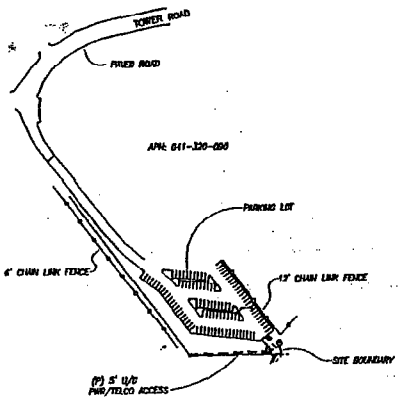
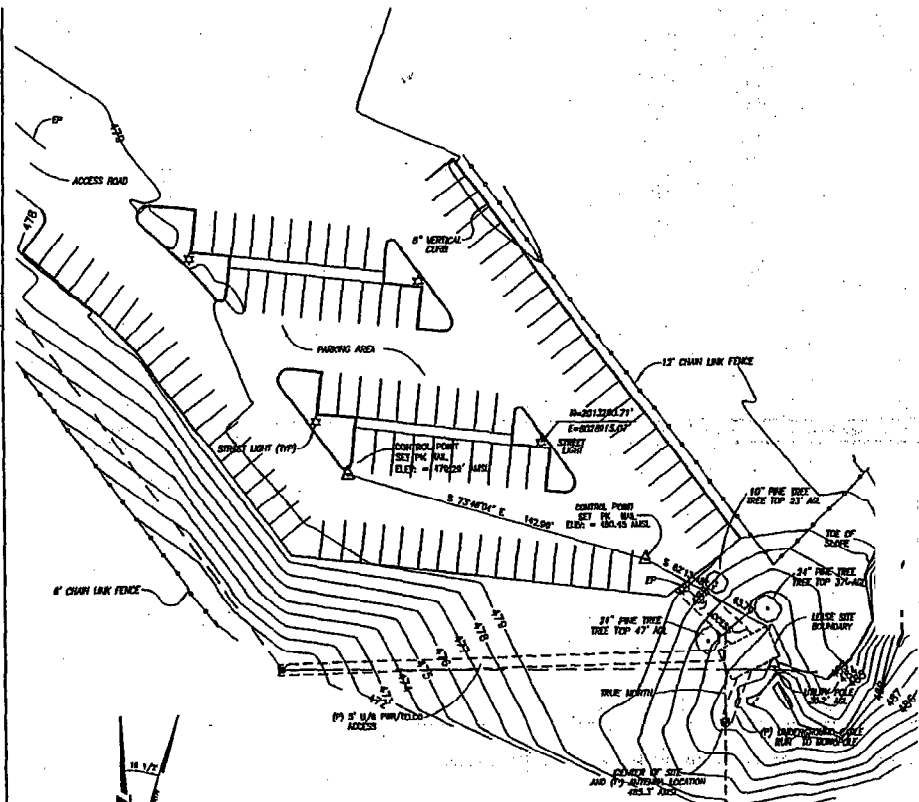
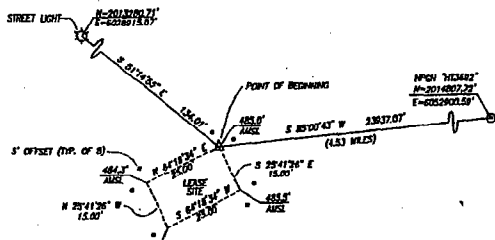


Exhibit "A" 1 of 3

3

NO TITLE REPORT

UNDEVELOPED AS A FOUND UPON BEING MARKED "713882". SAID BEING MARK IS A COUNTY DEED STATED "CORNER AT THE 1987". SAID BEING MARK ALSO HAVING GROUND COORDINATES OF N=2011480.71 FEET AND E=202280.50 FEET BASED ON THE CALIFORNIA COORDINATE SYSTEM, ZONE 10, WITH A CONVERSION ANGLE TO TRUE NORTH OF -01°07'28.4848". THEREFORE SOUTH 85°00'43" WEST A DISTANCE OF 2000.00 FEET (1.53 MILES) TO THE POINT OF BEGINNING, SAID POINT OF BEGINNING ALSO BEING SOUTH 81°14'21" WEST A DISTANCE OF 134.81 FEET FROM AN EXISTING LIGHT POLE, THEREFORE SOUTH 29°11'28" EAST A DISTANCE OF 15.00 FEET, THEREFORE SOUTH 84°18'24" WEST A DISTANCE OF 26.00 FEET, THEREFORE SOUTH 84°18'24" EAST A DISTANCE OF 29.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH UTILITY AND POWER EASEMENTS NECESSARY TO SERVE THE PROJECT.

TOGETHER WITH AN EASEMENT FOR ACCESS AND EGRESS, AS SAID EASEMENT(S) FROM JOURNAL ROAD TO THE PROJECT AREA.

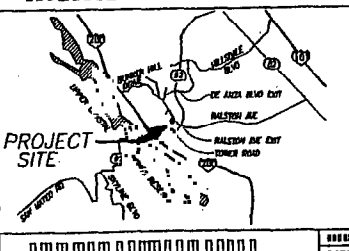
NOTE: THE LOCATION OF EXISTING UTILITY FACILITIES HAS NOT BEEN RESEARCHED. THE CONTRACTOR SHALL CONTACT THE RESPECTIVE UTILITY COMPANIES TO OBTAIN INFORMATION REGARDING EXACT DEPTH OF BURIAL AND HORIZONTAL LOCATION OF UTILITY LINES PRIOR TO CONSTRUCTION. THE SUBMITTER ASSUMES NO RESPONSIBILITY FOR THE DETERMINATION OF SUCH UNDERGROUND UTILITIES, NOR FOR THE EXISTENCE OF BURIED OBJECTS WHICH ARE NOT SHOWN ON THIS PLAN.

DATE: 2/21/2000

RE: SF33XC627-A TOWER ROAD
SF33XC627-A
21 TOWER ROAD
SAN MATEO, CA 94423
SAN MATEO COUNTY
SAN MATEO COUNTY

I certify that the latitude of 37°21'18.1" and the longitude of 122°27'18.1" are accurate to within 0.01 feet horizontally and the ellipsoid height of 262.1 feet is accurate to within 0.01 feet vertically. This information (including) are in terms of the North American Datum of 1983 (NAD 83) and are measured on a tripod, stadia, and recorded for the record. Knowledge of a survey, the method of survey (GNSS) are in terms of the National Geodetic Vertical Datum of 1988 (NGVD 88) and are determined by the current best.

KENT A. HYSELL



SITE NAME: TOWER ROAD

SITE NUMBER: SF33XC627-A

SITE ADDRESS: 21 TOWER ROAD
SAN MATEO, CA 94423
SAN MATEO COUNTY

OWNER'S NAME: COUNTY OF SAN MATEO
OWNER'S ADDRESS: 355 COUNTY CENTER
REDWOOD CITY, CA 94061

ASSESSOR'S PARCEL NUMBER(S): 041-370-000

NET AREA OF UNDERLYING PARCEL(S): 16.8 ACRES

NET AREA OF PROJECT AREA: 375.0 SQ. FT.

GROUND ELEVATION: 485.3' AMSL

BENCHMARK: NPNM "713882"

STAMPING: CALIFORNIA AS MAY 1987

BASIS OF ELEVATIONS: NPNM "713882"
ELEVATION: 5.0' AMSL

BASIS OF BEARINGS: THE BEARINGS SHOWN ON THIS PLAN ARE BASED ON TRUE NORTH

NOTES:
1. LATITUDE, LONGITUDE AND GROUND ELEVATION TAKEN AT CENTER OF SITE.
2. CONTOURS ARE AT ONE (1) FOOT INTERVALS.
3. ALL BEARINGS SHOWN ON THE MAP AND PROJECT AREA LEGAL DESCRIPTION ARE BASED ON TRUE NORTH. THE BEARINGS SHOWN ON THE UNDERLYING PROPERTY LEGAL DESCRIPTION ARE BASED ON THE DEEDS PROVIDED IN THE TITLE REPORT.

(E) EXISTING	DESCRIPTION	(P) PROPOSED
→	SANITARY SEWER	→
→	STORM SEWER	→
→	WATER MAIN	→
●	SANITARY MANHOLE ELEVATIONS	●
●	STORM STRUCTURE ELEVATIONS	●
—	PROPERTY LINE & R.O.L.M.	—
—	SURFACE DRAINAGE	—
○	LIGHT STANDARD	○
○	STREET LIGHT	○
○	SPOT ELEVATION	○
○	CONTROL	○
○	GAS MAIN	○
○	MANHOLE	○
○	CATCHBASIN	○
○	PILE	○
○	VALVE IN BOX	○
○	FIRE HYDRANT	○
—	EASEMENT LINE	—
—	FENCE	—
—	BURIED UTILITY LINE	—
—	UTILITY POLE	—
—	OVERHEAD UTILITY LINE	—
—	BUILDING	—
▲	CONTROL POINT (SPK)	▲
AMS	ABOVE MEAN SEA LEVEL	AMS
AGL	ABOVE GROUND LEVEL	AGL
TC	TOP CURB	TC



Sprint PCS
4683 CHABOT DRIVE, SUITE 100
PLEASANTON, CA 94588

PROJECT INFORMATION:

TOWER ROAD
SF33XC627A
21 TOWER ROAD
SAN MATEO, CA 94402
SAN MATEO COUNTY

CURRENT ISSUE DATE:

9/10/01

ISSUED FOR:

PERMIT

REV. DATE DESCRIPTION:

REV.	DATE	DESCRIPTION

ISSUED FOR PERMIT
9/10/01

PLANS PREPARED BY:

RD R&D DESIGN SOLUTIONS
1800 E. Grove Blvd., Suite 27, • 10th Street, CA 94
(916) 625-8000 • (916) 625-0000 • FAX (916) 625-1

CONSULTANT:

DRAWN BY: CHK.: APV.:

CCD CCD DDR

LICENSURE:



SHEET TITLE:

SITE PLAN

SHEET NUMBER: REVISION:

A1 0
00120

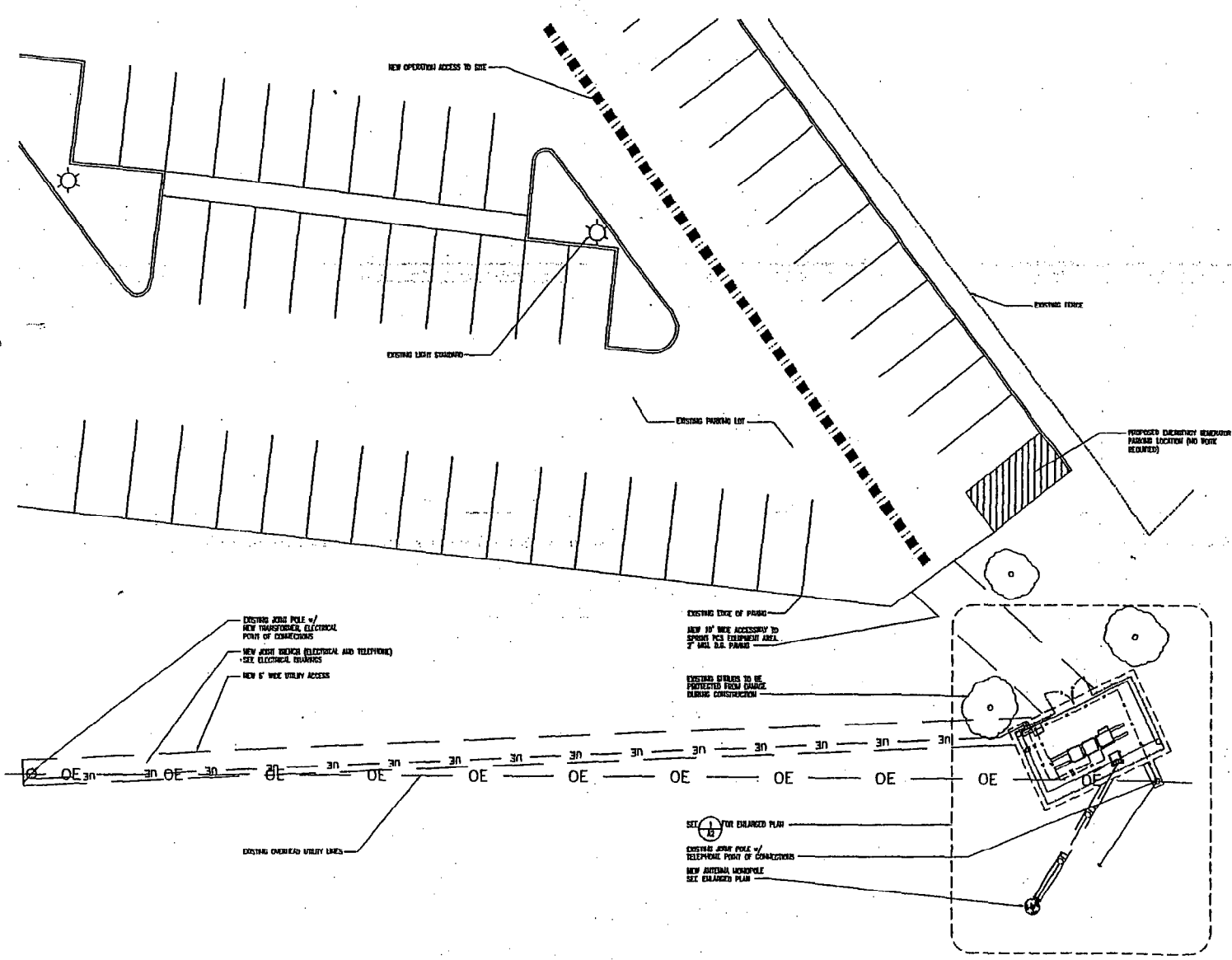


Exhibit "A" 2 of 3



PLAN NORTH
SCALE: 1"=10'-0"
1



4683 CHABOT DRIVE, SUITE 100
PLEASANTON, CA 94588

PROJECT INFORMATION:

TOWER ROAD
SF33XC627A
21 TOWER ROAD
SAN MATEO, CA 94402
SAN MATEO COUNTY

CURRENT ISSUE DATE:

9/10/01

ISSUED FOR:

PERMIT

REV.: DATE: DESCRIPTION:

REV.	DATE	DESCRIPTION
1	9/10/01	ISSUED FOR PERMIT

PLANS PREPARED BY:

RD R&D DESIGN SOLUTIONS

8025 EISENBERG DRIVE, SUITE 107, EISENBERG, CA 94526
(916) 623-8800 • (916) 473-0068 • FAX: (916) 623-88

CONSULTANT:

DRAWN BY: CHK.: APV.:

CCD CCD DDR

LICENSURE:



SHEET TITLE:

ENLARGED PLAN

SHEET NUMBER: REVISION:

A2

0

00120.5

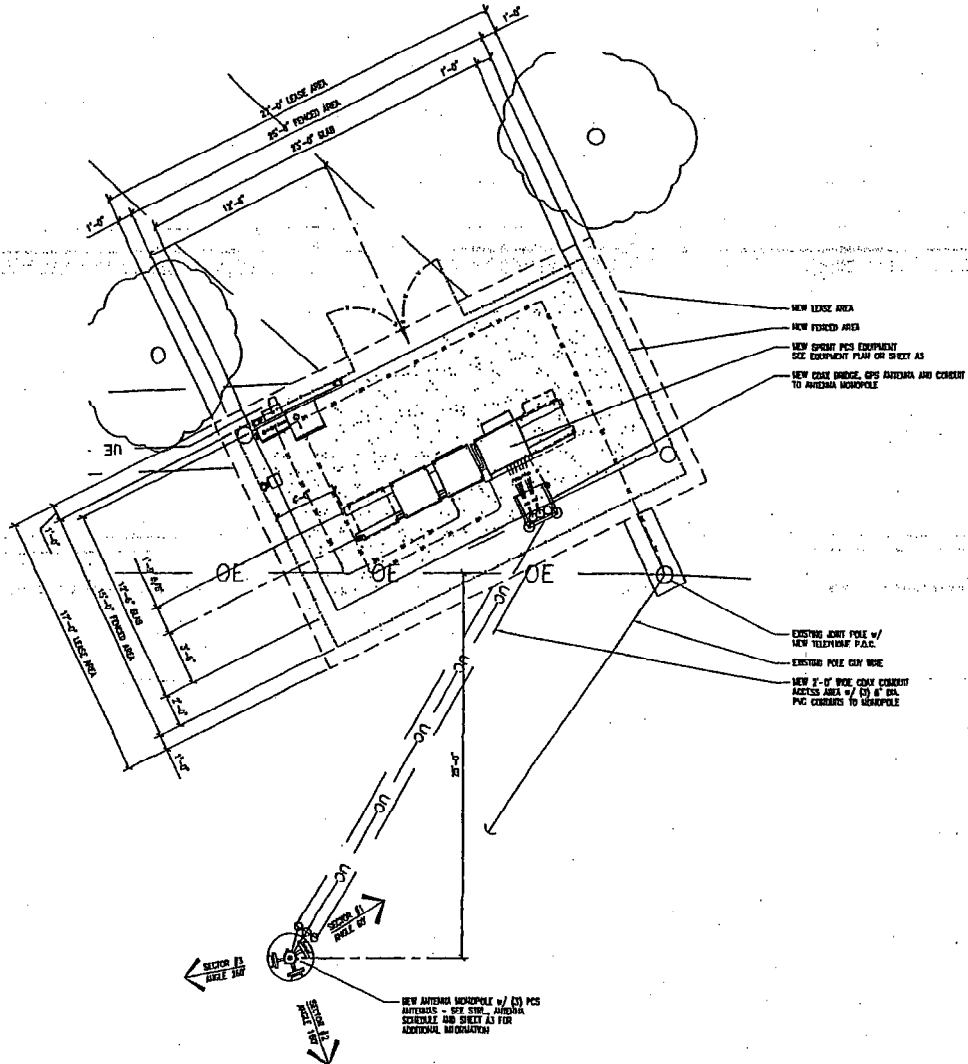
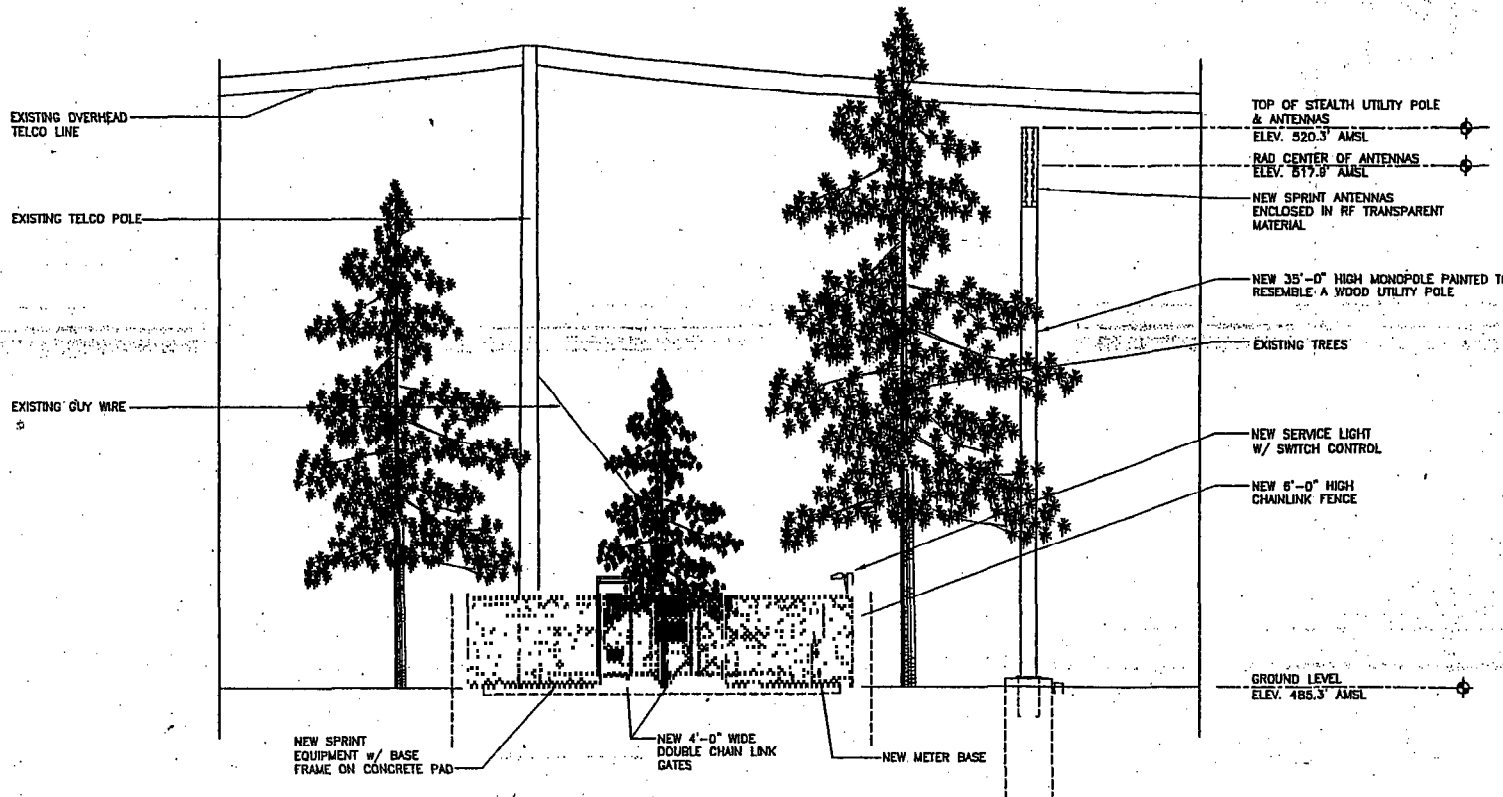


Exhibit "A" 3 of 3



Exhibit "B" 2 of 9



Sprint PCS
4883 CHABOT DRIVE, SUITE PLEASANTON, CA 94588

PROJECT INFORMATION:

TOWER RO SF33XC62
21 TOWER RC
SAN MATEO, CA
SAN MATEO COI

CURRENT ISSUE DATE:

9/10/01

ISSUED FOR:

PERMIT

REV. DATE: DESCRIP:

REV.	DATE	DESCRIP.

9/10/01 ISSUED PERMIT

PLANS PREPARED BY:

RD R&D I SOLU
10035 ESR Avenue Blvd., Suite 107, # 2
(916) 633-8800 • (888) 433-0252 • 1

CONSULTANT:

DRAWN BY: CHK.:

CCD CCD

LICENSURE:



SHEET TITLE:

EQUIPMENT PL / ELEVATION

SHEET NUMBER:

A3



SCALE: 1/4"=1'-0" 2

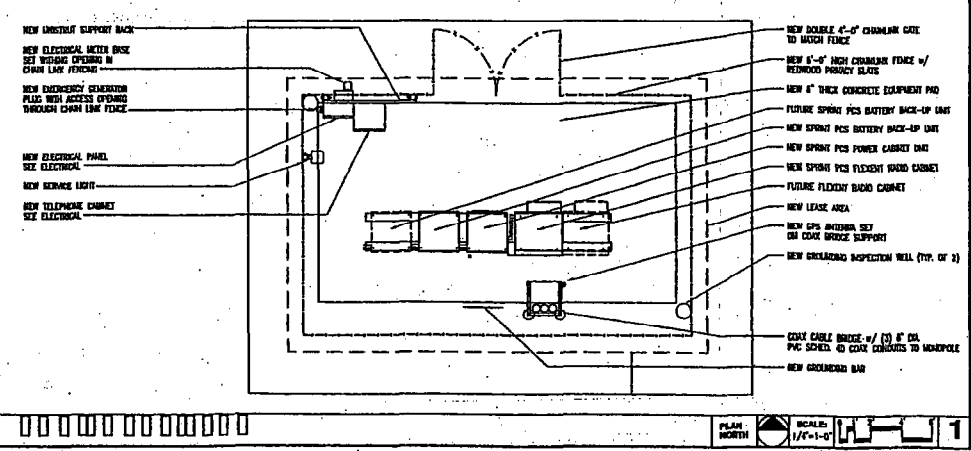
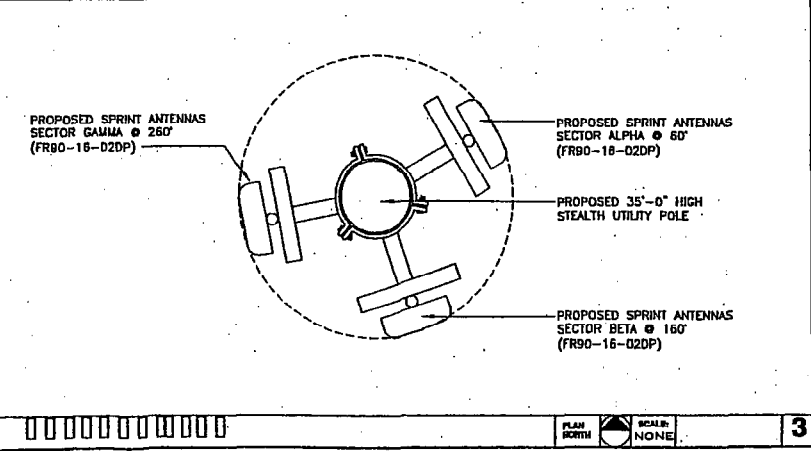
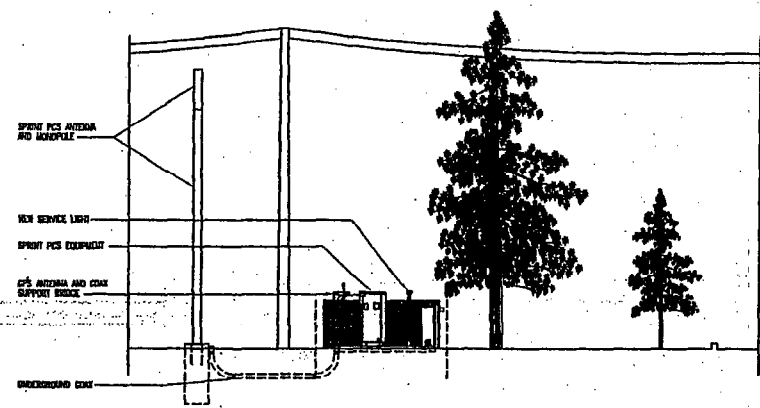
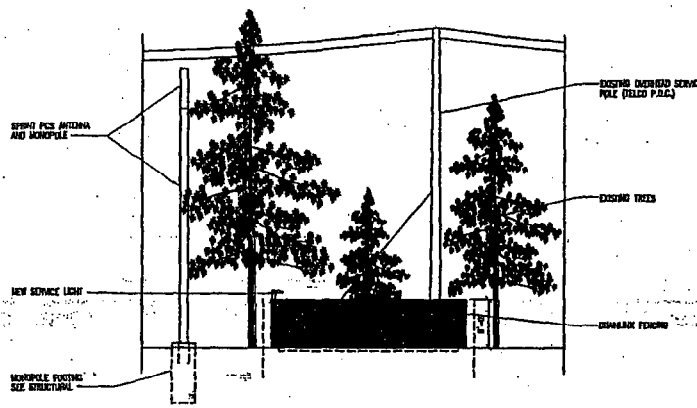
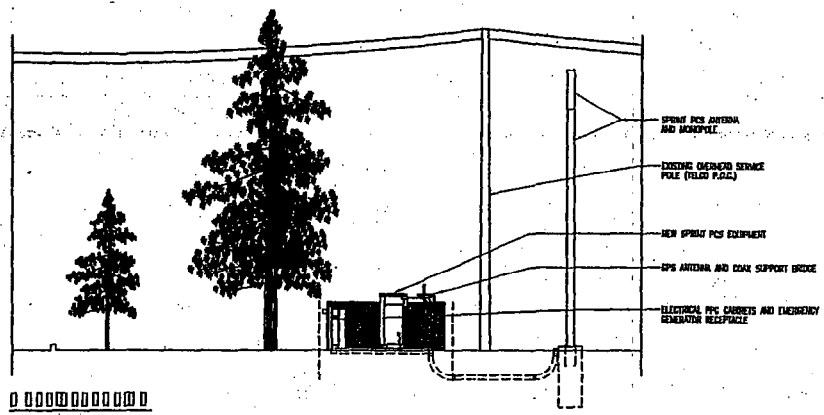
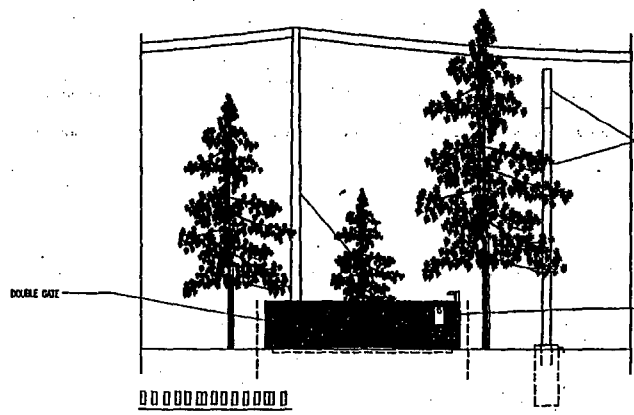


Exhibit "B" 3 of 9

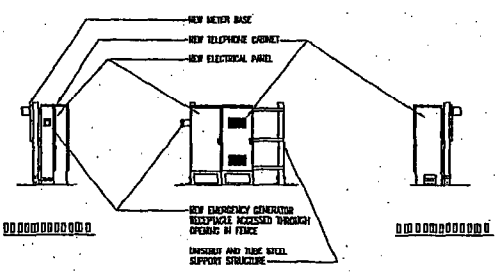
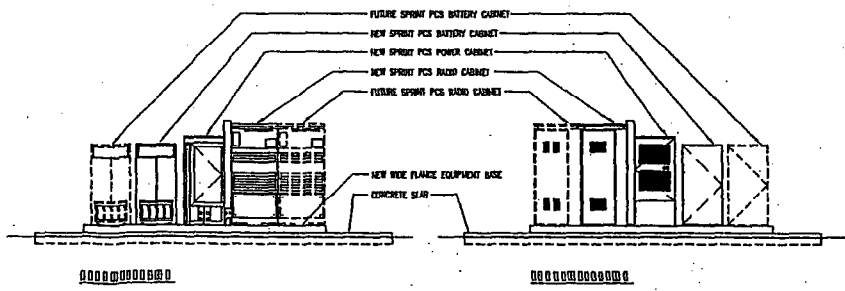


NOTE: SEE SHEET AS FOR CHANGE OF WIDTH, DIMENSIONS AND INFORMATION



EXTERIOR ELEVATIONS

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



EQUIPMENT ELEVATIONS

SCALE: 1/4"=1'-0"



4883 CHABOT DRIVE, SUITE 1
PLEASANTON, CA 94588

PROJECT INFORMATION:

TOWER ROA
SF33XC627
21 TOWER ROA
SAN MATEO, CA 94
SAN MATEO COU

CURRENT ISSUE DATE:

9/10/0

ISSUED FOR:

PERMIT

REV. DATE: DESCRIPTION:

9/10/01 ISSUED FOR PERMIT

PLANS PREPARED BY:

RD R&D D SOLUT
1009 15th Street SW, Suite 101, #101
(916) 625-8800 • (888)453-0088 • FAX:

CONSULTANT:

DRAWN BY: CHK.

CCD CCD

LICENSURE:

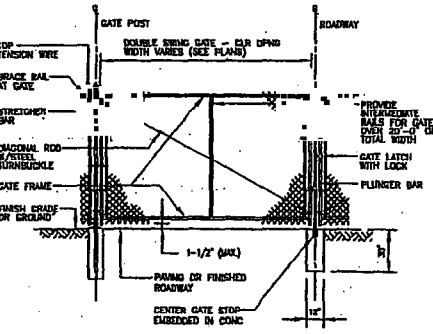
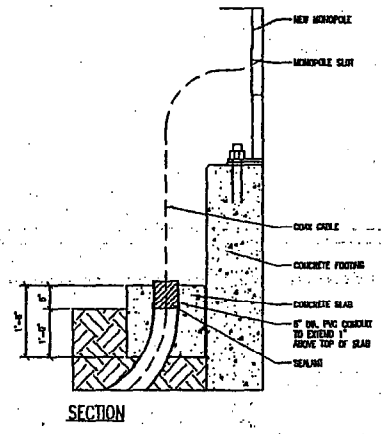
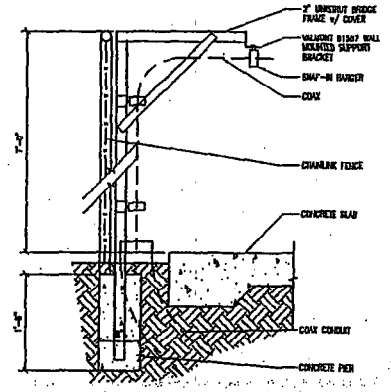
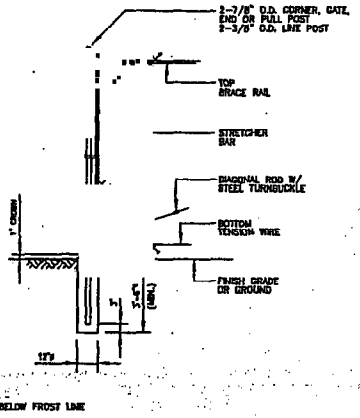
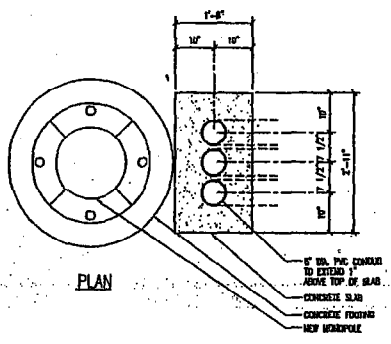
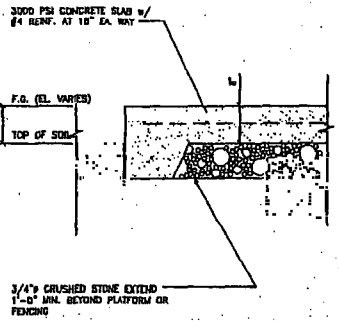


SHEET TITLE:

ELEVATIONS

SHEET NUMBER:

A4



NOTICE TO WORKERS

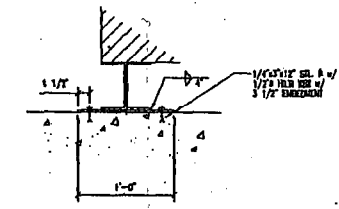
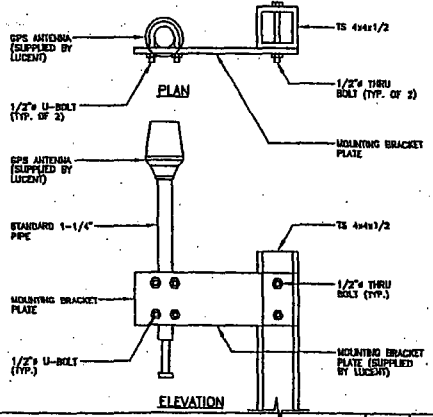
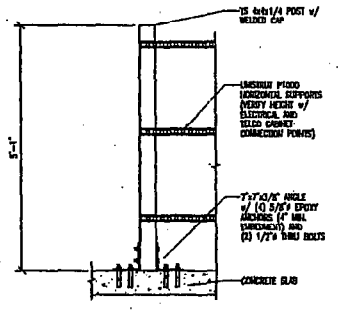
WAND FREQUENCY ANTENNAS AT THIS SITE.

PLEASE EXERCISE CAUTION AROUND ANTENNAS AND DIRECT POINTS FROM ANTENNA RADIATORS.

FOR ACCESS TO RESTRICTED AREAS OR FOR FURTHER INFORMATION, PLEASE CALL:

1-888-859-1400

IN ACCORDANCE WITH FCC RULES 47 CFR 1.807 (b)



NOTE: USE 1/2\"/>

Exhibit "B"
11 of 19



4683 CHABOT DRIVE, SUITE PLEASANTON, CA 94588

PROJECT INFORMATION:

**TOWER RD.
SF33XC62:**
21 TOWER RD
SAN MATEO, CA 9
SAN MATEO COU

CURRENT ISSUE DATE:

9/10/0

ISSUED FOR:

PERMIT

REV.: DATE: DESCRIPTION

9/10/01 ISSUED FOR PERMIT

PLANS PREPARED BY:



CONSULTANT:

DRAWN BY: CHK.:

CCD CCD

LICENSURE:



SHEET TITLE:

DETAILS

SHEET NUMBER:

A5

GENERAL NOTES

APPLICABLE TO ALL DRAWINGS UNLESS NOTED OR SHOWN OTHERWISE

GENERAL NOTES

1. Interpretation of Drawings & Specifications
 - a) For construction, specifications have been prepared for this project and are arranged in several sections, but such separation shall not be construed as a change in the work required or any sequence. The terms and conditions of such sections are subject between the contractor and the subcontractors.
 - b) In general, the working details will indicate dimensions, position and kind of materials. Any specifications, conditions, quantities, etc. shall be indicated on the working details and shall prevail in the event of any discrepancy between the specifications and the working details. In the event of any discrepancy between the specifications and the working details, the specifications shall prevail.
 - c) Should an error appear in the working details or specifications or in work done by either party, the contractor shall be responsible for the correction of such error and in writing. If the contractor presents with the work an effective method for such correction and without requiring the necessary approval, written or otherwise, from the Owner, then the contractor shall be held responsible for the cost of any such proceeding and shall make good any resulting damage to the work. No verbal approval, written or otherwise, shall be held as the basis for any such proceeding. The Owner, its officers, employees or agents, the foregoing includes typical errors in the specifications or additional errors in the working details, shall be held responsible for such errors if they are sufficiently important so as to cause a reasonably prudent contractor to notice that, should he elect to proceed, he is doing so at his own risk.
2. Shop Drawing Notes
 - a) Shop drawings shall be submitted in the form of one set per transparency and two sets per set of each item.
 - b) The purpose of Shop Drawing submittals by the Contractor is to demonstrate to the Structural Engineer that he understands the design and that the Contractor's fabricator has the ability to fabricate and erect in accordance with the design and construction methods intended to be used.
 - c) The Contractor shall submit shop drawings for review by the Structural Engineer. Shop drawings shall be submitted in accordance with the submittal schedule and shall be submitted in accordance with the submittal schedule.
 - d) The Contractor shall submit shop drawings for review and submittal for performance with the Contract Documents and shall stamp submittals as follows:
 - i) Shop Drawing submittal by the Structural Engineer as not changed.
 - ii) Shop Drawing submittal by the Structural Engineer as changed.
 - iii) Shop Drawing submittal by the Structural Engineer as not changed.
 - iv) Shop Drawing submittal by the Structural Engineer as changed.
 - e) It is the Contractor's responsibility to comply with the pertinent sections, as they apply to this project, of the Construction Safety Orders issued by the State of California, to comply with all applicable codes and regulations, and to ensure that the Contractor's fabricator is qualified to fabricate and erect in accordance with the design and construction methods intended to be used.
 - f) The Contractor shall be responsible for adequate design and construction of all shop drawings.
 - g) The contractor shall notify the Architect and Structural Engineer when a conflict exists between the Structural Engineer's and the Architect's portions of the Contract Documents or existing field conditions. Such notification shall be in writing and shall be submitted to the Architect and Structural Engineer at the same time as the shop drawing submittal. The contractor shall be responsible for the coordination of all shop drawings and shall be responsible for the coordination of all shop drawings and shall be responsible for the coordination of all shop drawings.
 - h) When an amendment is shown, the contractor shall be notified or shall be held liable for the same, as shown on the contract. Should there be any conflict between the Architect and Structural Engineer's portions of the Contract Documents, the Architect and Structural Engineer shall be held liable for the same, as shown on the contract.
 - i) When construction activities on an existing building, consists of or involves the existing building shall be left at the job site. Contractor is advised these drawings from the Owner.
 - j) Contractor shall provide an adequate equal to 2X of the bid for structural steel plate and reinforcing steel to be used in the construction of the Structural Engineer. Licensed professional seal of the Contractor shall be required for all shop drawings for structural members, hardware or details shall be reviewed by the Architect and Structural Engineer. Each shop drawing shall be stamped and returned to the General Contractor with no guarantee that the construction will be in accordance with the Contract Documents.
 - k) No field calculations. Contact the Architect or Structural Engineer for any field calculations.
 - l) These drawings are not complete until reviewed and accepted by local Building Officials and signed by the Owner and the Structural Engineer.

ABBREVIATIONS	
AB	Anchor Bolt
AC	Asphalt Concrete
AD	Asphalt
AE	Asphalt
AF	Asphalt
AG	Asphalt
AH	Asphalt
AI	Asphalt
AJ	Asphalt
AK	Asphalt
AL	Asphalt
AM	Asphalt
AN	Asphalt
AO	Asphalt
AP	Asphalt
AQ	Asphalt
AR	Asphalt
AS	Asphalt
AT	Asphalt
AU	Asphalt
AV	Asphalt
AW	Asphalt
AX	Asphalt
AY	Asphalt
AZ	Asphalt
BA	Asphalt
BB	Asphalt
BC	Asphalt
BD	Asphalt
BE	Asphalt
BF	Asphalt
BG	Asphalt
BH	Asphalt
BI	Asphalt
BJ	Asphalt
BK	Asphalt
BL	Asphalt
BM	Asphalt
BN	Asphalt
BO	Asphalt
BP	Asphalt
BQ	Asphalt
BR	Asphalt
BS	Asphalt
BT	Asphalt
BU	Asphalt
BV	Asphalt
BW	Asphalt
BX	Asphalt
BY	Asphalt
BZ	Asphalt
CA	Asphalt
CB	Asphalt
CC	Asphalt
CD	Asphalt
CE	Asphalt
CF	Asphalt
CG	Asphalt
CH	Asphalt
CI	Asphalt
CJ	Asphalt
CK	Asphalt
CL	Asphalt
CM	Asphalt
CN	Asphalt
CO	Asphalt
CP	Asphalt
CQ	Asphalt
CR	Asphalt
CS	Asphalt
CT	Asphalt
CU	Asphalt
CV	Asphalt
CW	Asphalt
CX	Asphalt
CY	Asphalt
CZ	Asphalt
DA	Asphalt
DB	Asphalt
DC	Asphalt
DD	Asphalt
DE	Asphalt
DF	Asphalt
DG	Asphalt
DH	Asphalt
DI	Asphalt
DJ	Asphalt
DK	Asphalt
DL	Asphalt
DM	Asphalt
DN	Asphalt
DO	Asphalt
DP	Asphalt
DQ	Asphalt
DR	Asphalt
DS	Asphalt
DT	Asphalt
DU	Asphalt
DV	Asphalt
DW	Asphalt
DX	Asphalt
DY	Asphalt
DZ	Asphalt
EA	Asphalt
EB	Asphalt
EC	Asphalt
ED	Asphalt
EE	Asphalt
EF	Asphalt
EG	Asphalt
EH	Asphalt
EI	Asphalt
EJ	Asphalt
EK	Asphalt
EL	Asphalt
EM	Asphalt
EN	Asphalt
EO	Asphalt
EP	Asphalt
EQ	Asphalt
ER	Asphalt
ES	Asphalt
ET	Asphalt
EU	Asphalt
EV	Asphalt
EW	Asphalt
EX	Asphalt
EY	Asphalt
EZ	Asphalt
FA	Asphalt
FB	Asphalt
FC	Asphalt
FD	Asphalt
FE	Asphalt
FF	Asphalt
FG	Asphalt
FH	Asphalt
FI	Asphalt
FJ	Asphalt
FK	Asphalt
FL	Asphalt
FM	Asphalt
FN	Asphalt
FO	Asphalt
FP	Asphalt
FQ	Asphalt
FR	Asphalt
FS	Asphalt
FT	Asphalt
FU	Asphalt
FV	Asphalt
FW	Asphalt
FX	Asphalt
FY	Asphalt
FZ	Asphalt
GA	Asphalt
GB	Asphalt
GC	Asphalt
GD	Asphalt
GE	Asphalt
GF	Asphalt
GG	Asphalt
GH	Asphalt
GI	Asphalt
GJ	Asphalt
GK	Asphalt
GL	Asphalt
GM	Asphalt
GN	Asphalt
GO	Asphalt
GP	Asphalt
GQ	Asphalt
GR	Asphalt
GS	Asphalt
GT	Asphalt
GU	Asphalt
GV	Asphalt
GW	Asphalt
GX	Asphalt
GY	Asphalt
GZ	Asphalt
HA	Asphalt
HB	Asphalt
HC	Asphalt
HD	Asphalt
HE	Asphalt
HF	Asphalt
HG	Asphalt
HH	Asphalt
HI	Asphalt
HJ	Asphalt
HK	Asphalt
HL	Asphalt
HM	Asphalt
HN	Asphalt
HO	Asphalt
HP	Asphalt
HQ	Asphalt
HR	Asphalt
HS	Asphalt
HT	Asphalt
HU	Asphalt
HV	Asphalt
HW	Asphalt
HX	Asphalt
HY	Asphalt
HZ	Asphalt
IA	Asphalt
IB	Asphalt
IC	Asphalt
ID	Asphalt
IE	Asphalt
IF	Asphalt
IG	Asphalt
IH	Asphalt
II	Asphalt
IJ	Asphalt
IK	Asphalt
IL	Asphalt
IM	Asphalt
IN	Asphalt
IO	Asphalt
IP	Asphalt
IQ	Asphalt
IR	Asphalt
IS	Asphalt
IT	Asphalt
IU	Asphalt
IV	Asphalt
IV	Asphalt
IY	Asphalt
IZ	Asphalt
JA	Asphalt
JB	Asphalt
JC	Asphalt
JD	Asphalt
JE	Asphalt
JF	Asphalt
JG	Asphalt
JH	Asphalt
JI	Asphalt
JJ	Asphalt
JK	Asphalt
JL	Asphalt
JM	Asphalt
JN	Asphalt
JO	Asphalt
JP	Asphalt
JQ	Asphalt
JR	Asphalt
JS	Asphalt
JT	Asphalt
JU	Asphalt
JV	Asphalt
JW	Asphalt
JX	Asphalt
JY	Asphalt
JZ	Asphalt
KA	Asphalt
KB	Asphalt
KC	Asphalt
KD	Asphalt
KE	Asphalt
KF	Asphalt
KG	Asphalt
KH	Asphalt
KI	Asphalt
KJ	Asphalt
KK	Asphalt
KL	Asphalt
KM	Asphalt
KN	Asphalt
KO	Asphalt
KP	Asphalt
KQ	Asphalt
KR	Asphalt
KS	Asphalt
KT	Asphalt
KU	Asphalt
KV	Asphalt
KW	Asphalt
KX	Asphalt
KY	Asphalt
KZ	Asphalt
LA	Asphalt
LB	Asphalt
LC	Asphalt
LD	Asphalt
LE	Asphalt
LF	Asphalt
LG	Asphalt
LH	Asphalt
LI	Asphalt
LJ	Asphalt
LK	Asphalt
LL	Asphalt
LM	Asphalt
LN	Asphalt
LO	Asphalt
LP	Asphalt
LQ	Asphalt
LR	Asphalt
LS	Asphalt
LT	Asphalt
LU	Asphalt
LV	Asphalt
LV	Asphalt
LY	Asphalt
LZ	Asphalt
MA	Asphalt
MB	Asphalt
MC	Asphalt
MD	Asphalt
ME	Asphalt
MF	Asphalt
MG	Asphalt
MH	Asphalt
MI	Asphalt
MI	Asphalt
MJ	Asphalt
MK	Asphalt
ML	Asphalt
MM	Asphalt
MN	Asphalt
MO	Asphalt
MP	Asphalt
MQ	Asphalt
MR	Asphalt
MS	Asphalt
MT	Asphalt
MU	Asphalt
MV	Asphalt
MW	Asphalt
MX	Asphalt
MY	Asphalt
MZ	Asphalt
NA	Asphalt
NB	Asphalt
NC	Asphalt
ND	Asphalt
NE	Asphalt
NF	Asphalt
NG	Asphalt
NH	Asphalt
NI	Asphalt
NJ	Asphalt
NK	Asphalt
NL	Asphalt
NM	Asphalt
NO	Asphalt
NP	Asphalt
NQ	Asphalt
NR	Asphalt
NS	Asphalt
NT	Asphalt
NU	Asphalt
NV	Asphalt
NW	Asphalt
NX	Asphalt
NY	Asphalt
NZ	Asphalt
OA	Asphalt
OB	Asphalt
OC	Asphalt
OD	Asphalt
OE	Asphalt
OF	Asphalt
OG	Asphalt
OH	Asphalt
OI	Asphalt
OJ	Asphalt
OK	Asphalt
OL	Asphalt
OM	Asphalt
ON	Asphalt
OO	Asphalt
OP	Asphalt
OQ	Asphalt
OR	Asphalt
OS	Asphalt
OT	Asphalt
OU	Asphalt
OV	Asphalt
OW	Asphalt
OX	Asphalt
OY	Asphalt
OZ	Asphalt
PA	Asphalt
PB	Asphalt
PC	Asphalt
PD	Asphalt
PE	Asphalt
PF	Asphalt
PG	Asphalt
PH	Asphalt
PI	Asphalt
PJ	Asphalt
PK	Asphalt
PL	Asphalt
PM	Asphalt
PN	Asphalt
PO	Asphalt
PP	Asphalt
PQ	Asphalt
PR	Asphalt
PS	Asphalt
PT	Asphalt
PU	Asphalt
PV	Asphalt
PW	Asphalt
PX	Asphalt
PY	Asphalt
PZ	Asphalt
QA	Asphalt
QB	Asphalt
QC	Asphalt
QD	Asphalt
QE	Asphalt
QF	Asphalt
QG	Asphalt
QH	Asphalt
QI	Asphalt
QJ	Asphalt
QK	Asphalt
QL	Asphalt
QM	Asphalt
QN	Asphalt
QO	Asphalt
QP	Asphalt
QQ	Asphalt
QR	Asphalt
QS	Asphalt
QT	Asphalt
QU	Asphalt
QV	Asphalt
QW	Asphalt
QX	Asphalt
QY	Asphalt
QZ	Asphalt
RA	Asphalt
RB	Asphalt
RC	Asphalt
RD	Asphalt
RE	Asphalt
RF	Asphalt
RG	Asphalt
RH	Asphalt
RI	Asphalt
RJ	Asphalt
RK	Asphalt
RL	Asphalt
RM	Asphalt
RO	Asphalt
RP	Asphalt
RQ	Asphalt
RR	Asphalt
RS	Asphalt
RT	Asphalt
RU	Asphalt
RV	Asphalt
RW	Asphalt
RX	Asphalt
RY	Asphalt
RZ	Asphalt
SA	Asphalt
SB	Asphalt
SC	Asphalt
SD	Asphalt
SE	Asphalt
SF	Asphalt
SG	Asphalt
SH	Asphalt
SI	Asphalt
SJ	Asphalt
SK	Asphalt
SL	Asphalt
SM	Asphalt
SN	Asphalt
SO	Asphalt
SP	Asphalt
SQ	Asphalt
SR	Asphalt
SS	Asphalt
ST	Asphalt
SU	Asphalt
SV	Asphalt
SW	Asphalt
SX	Asphalt
SY	Asphalt
SZ	Asphalt
TA	Asphalt
TB	Asphalt
TC	Asphalt
TD	Asphalt
TE	Asphalt
TF	Asphalt
TF	Asphalt
TG	Asphalt
TH	Asphalt
TI	Asphalt
TJ	Asphalt
TK	Asphalt
TL	Asphalt
TM	Asphalt



4883 CHABOT DRIVE, SUIT. PLEASANTON, CA 94588

PROJECT INFORMATION:

TOWER R
SF33XC6:
21 TOWER R
SAN MATEO, CA
SAN MATEO, CA

CURRENT ISSUE DATE:

8/29/

ISSUED FOR:

PERMIT

REV./DATE/DESCRIPTION

REV.	DATE	DESCRIPTION

ISSUED PERMIT 5/15/01

PLANS PREPARED BY:



CONSULTANT:



BUEHLER & BUEHLER A
STRUCTURAL ENGINEERS
7300 Folsom Blvd.,
Sacramento, Ca.
(916) 381-8181

DRAWN BY: CHK

BC CCD

LICENSURE:

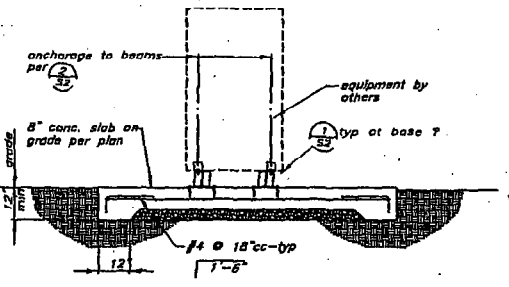


SHEET TITLE:

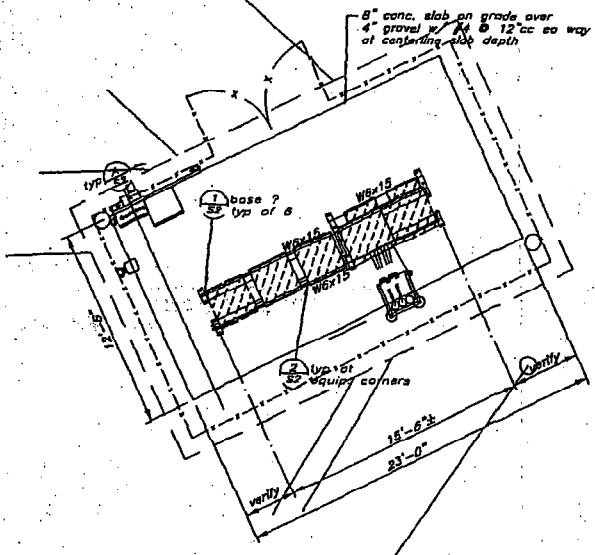
FOUNDATION PLAN AND SECTION

SHEET NUMBER:

S2

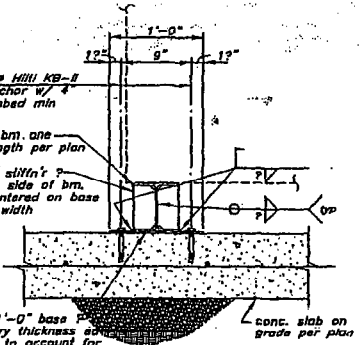


Section A-A — 1'-0"

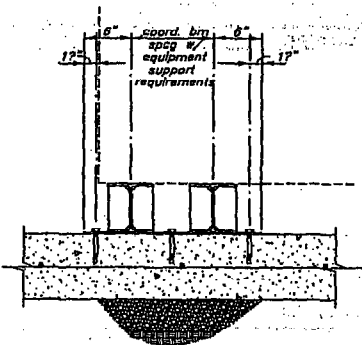


Foundation Plan — 1'-0"

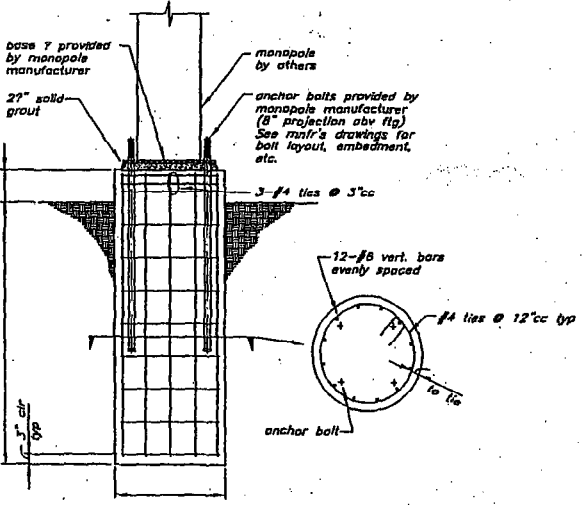
Notes:
1. All exposed steel shall be primed and painted for exterior conditions.



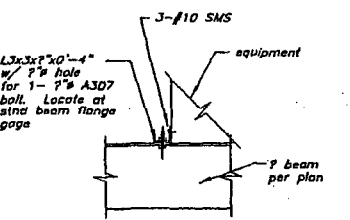
Detail 1 — 1'-0"



See left for info. not shown

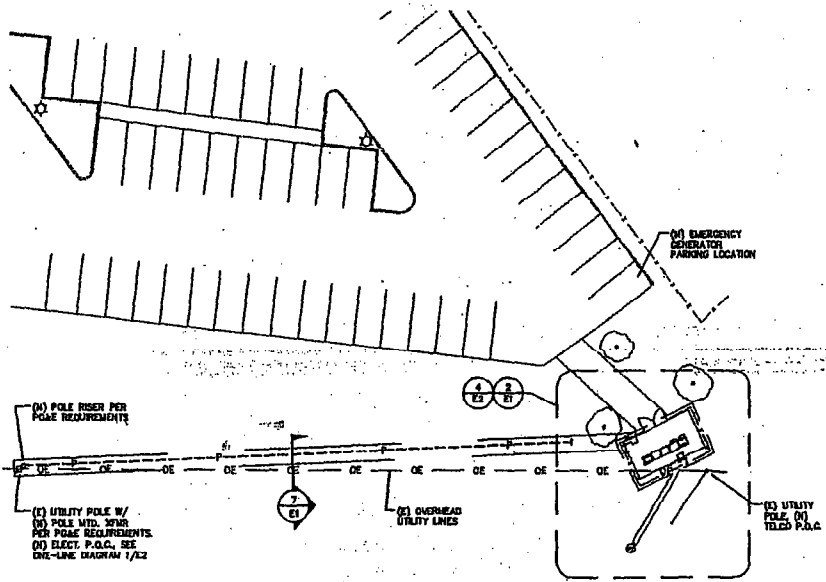


Section B-B — 1'-0"



Detail 2 — 1'-0"

Exhibit "B1" 6099



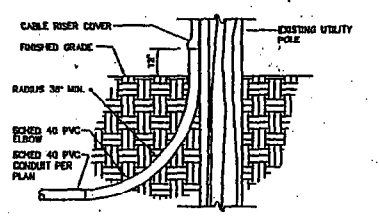
OVERALL SITE PLAN

- CONDUIT BELOW GRADE, OR CONCEALED UNDERGROUND GROUND
- TELCO - 4" PVC SCHEDULE 40 WITH GALVANIZED PULL TAPE
- POWER - 2" PVC SCHEDULE 40
- STANDBY POWER
- CONDUIT STUB WITH BUSHED END
- CONDUIT UP
- (E) FUSED DISCONNECT SWITCH WITH FUSES
- (M) NEMA 3R METERBASE
- (M) NEMA 3R SERVICE DISCONNECT SWITCH
- (T) TRANSFORMER
- (G) GROUND TEST WELL
- (M), (E) EXISTING
- (M) NEW
- AFB ABOVE FINISH FLOOR
- P.O.C. POINT OF CONNECTION
- GROUND ROD - 5/8" DIA-1/2", COPPER CLAD
- ① METAL CALLOUT. "1" INDICATES DETAIL NUMBER, "2" INDICATES SHEET DRAWN ON
- ② SECTION CALLOUT. "1" INDICATES SECTION NUMBER, "2" INDICATES SHEET DRAWN ON
- ⊙ OR ⊕ EXOTHERMIC BOND (CANDLED OR EQUAL), UNLESS NOTED OTHERWISE
- ⊙ GENERATOR RECEPTACLE
- ⊕ GROUND BAR (MGB)
- ① 1" PVC CONDUIT SLEEVE EXTENDING 6" ABOVE AND 6" BELOW SLAB WITH GROUNDING CONDUCTOR BONDED TO GROUND ROD AND 24" MIN. OF SLACK NEARLY TC-WRAPPED AND COILED ON TOP OF SLAB

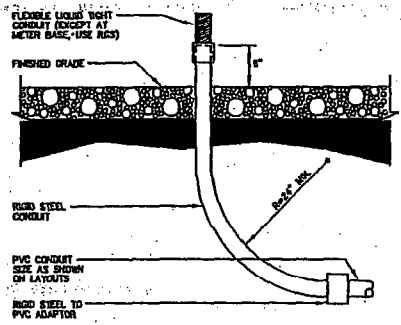
SYMBOL LEGEND

SCALE: NONE 3

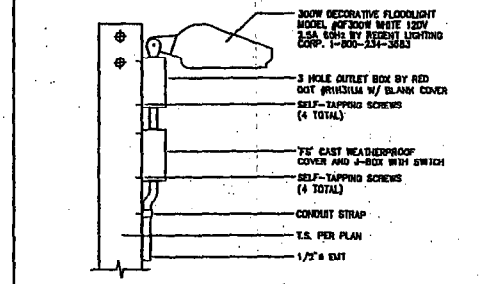
UTILITY TRENCHING



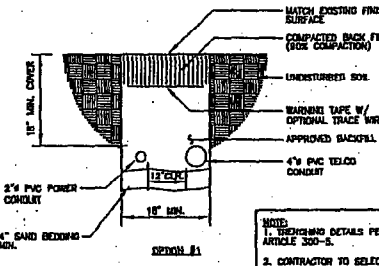
STUB UP AT UTILITY POLE SCALE: NONE 4



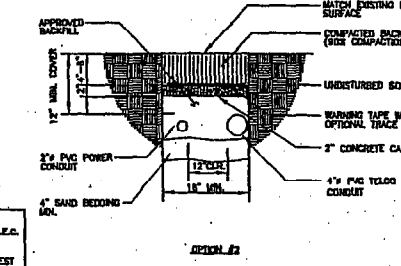
CONDUIT STUB-UP AT EQUIP. SCALE: NONE 5



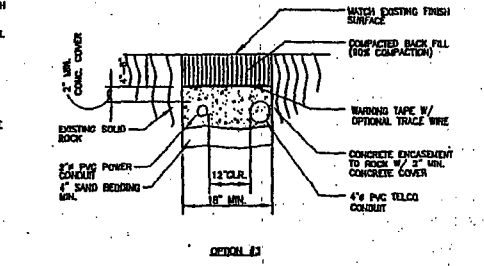
SERVICE LIGHT DETAIL SCALE: NONE 6



SECTION 21 SCALE: NONE 7

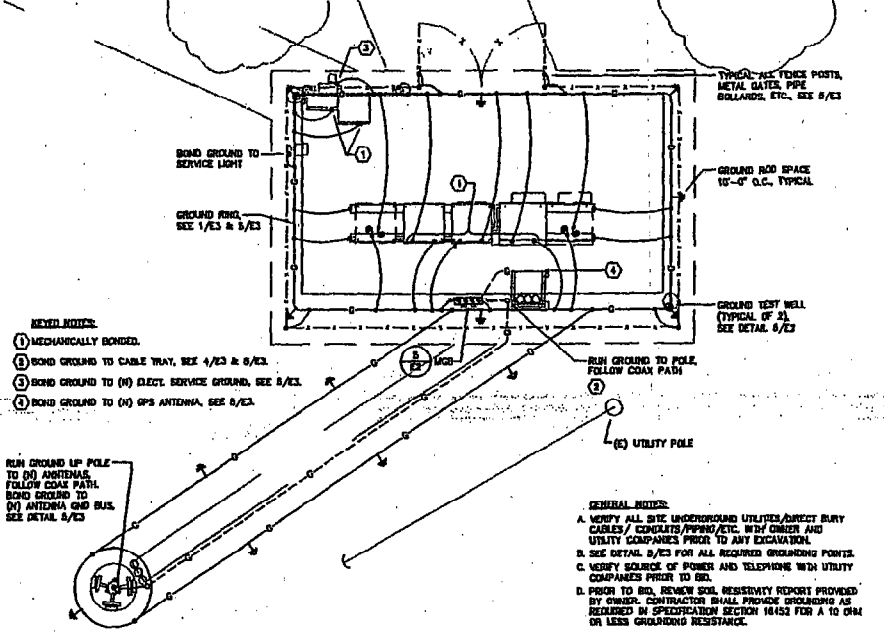


SECTION 22 SCALE: NONE 7



SECTION 23 SCALE: NONE 7

EQUIPMENT AREA GROUNDING LAYOUT



EQUIPMENT AREA GROUNDING LAYOUT SCALE: 1/4" = 2'



1883 CHABOT DRIVE, SUITE PLEASANTON, CA 94588

PROJECT INFORMATION

TOWER RC SF33XC62
21 TOWER RC
SAN MATED, CA
SAN MATED CO

CURRENT ISSUE DATE:

9/11/01

ISSUED FOR:

PERMIT

REV. DATE: DESCRIP:

9/11/01 ISSUED PERMIT

PLANS PREPARED BY:



CONSULTANT:

INTERFACE ENR CONSULTING Engrs.
David Alan Shibley 300 S. Main
Project: 2001-TowerRoad
Date: 08/01

DRAWN BY: CHK:

JS RB

LICENSURE:



SHEET TITLE:

SITE PLAN, E GROUNDING L & SYMBOL L

SHEET NUMBER:

E1

PROJECT INFORMATION:

TOWER RO.
SF33XC62.
21 TOWER RO.
SAN MATEO, CA 9
SAN MATEO COU

CURRENT ISSUE DATE:

9/11/0

ISSUED FOR:

PERMIT

REV. DATE DESCRIPTION

REV.	DATE	DESCRIPTION

PLANS PREPARED BY:

9/11/01 ISSUED FOR PERMIT

RD R&D DESIGN SOLUTIONS
 10000 Blvd. Chabot Drive, Suite 107, Pleasanton, CA 94588
 (925) 461-8800 • (925) 461-8888 • FAX

CONSULTANT:

INTERFACE ENGINEERING
 Consulting Engineers
 Gordon Jan Shiplay TO Don
 2001-TowerRoad
 San Mateo, CA 94401

DRAWN BY: CHK

JS RB

LICENSE:



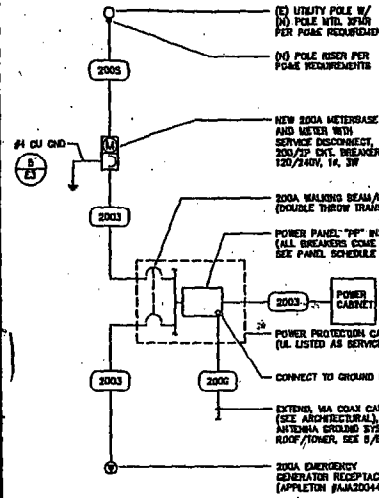
SHEET TITLE:

ONE-LINE DIA
PANEL SCHED
& STUB-UP P

SHEET NUMBER: RE

E2

- NOTES:
- SERVICE POWER SHALL BE 200A, 240V, 1Ø, 3Ø.
 - UTILITY RECEPTACLE IS A CFCI DUPLEX OUTLET INSTALLED IN THE REAR FRONT OF THE PFC.
 - FOR COMPLETE INTERNAL WIRING AND ARRANGEMENTS REFER TO VENDOR PRINTS BY PFC MFG. SPECIFIED PART #045A00-002.
 - PROVIDE A MIN. 36" WORK CLEARANCE IN FRONT OF PANELS/SERVICE EQUIP.
 - ALL BREAKERS IN THE PANEL ARE RATED 1000 RMS SYMMETRICAL AMPS, 240V MAX, 75°C.
 - ALL WIRING SHALL BE RATED FOR 75°C.
 - CONDUIT REQUIREMENTS (TYPE, SIZE, & UNDERGROUND PVC IS 1/2" Ø, 40 DR 80) 80000R ENT (RHS) IN TRAFFIC AREAS) OUTDOOR (ADJACENT GRASS) RIS



COPPER FEEDER SCHEDULE

- 2000 4 #2/Ø CU THIN, IN 2"Ø
- 2003 3 #2/Ø CU THIN, 1 #4 CU END, IN 2"Ø
- 2000 1) #2 CU THIN GREEN END, IN 3/4" C. WITH GROUNDING BUSBARS

ELECTRICAL ONE-LINE DIAGRAM

SCALE: NONE 1

PANEL TP-120/240N 1Ø 3Ø		200A MAIN BREAKER	
DESCRIPTION	QTY	L1	L2
MAIN COMPACT POWER CIRCUIT	1	4.00	1.00
SPACE	2	6.00	0.00
SPACE	4	0.00	0.00
GENERATOR CHARGER (NOT USED)	0	0.00	0.00
TEST IM (REQUIRED)	0	0.00	0.00
LOAD PHASE	0.41	0.30	
TOTAL CONNECTED LOAD		10.78VA/240 = 45A @ 200A	

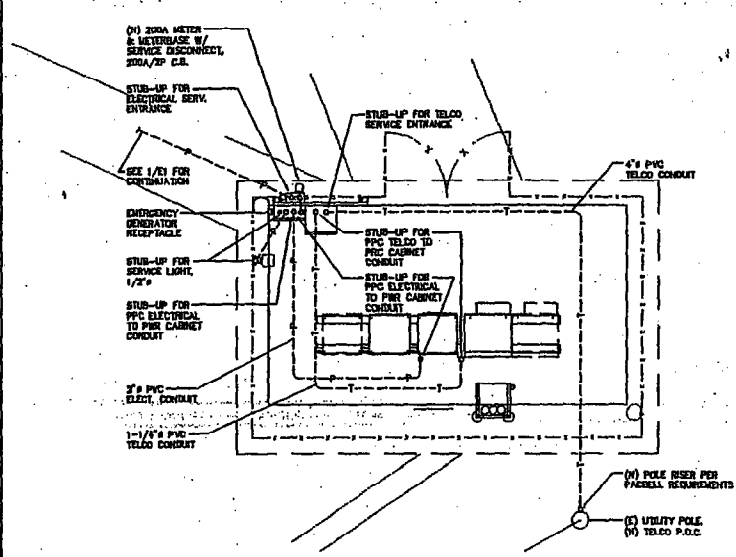
PANEL SCHEDULE

SCALE: NONE 2

- UTILITY POINTS OF SERVICE AND WORK/MATERIALS SHOWN ARE BASED UPON PRELIMINARY INFORMATION PROVIDED BY THE UTILITY COMPANIES AND ARE FOR INFO PURPOSES ONLY.
- CONTRACTOR SHALL COORDINATE WITH UTILITY COMPANY FOR FINAL AND EXACT WORK/MATERIALS REQUIREMENTS AND CONSTRUCT TO UTILITY COMPANY ENGINEERING PLANS AND SPECIFICATIONS ONLY. CONTRACTOR SHALL FURNISH AND INSTALL ALL CONDUIT, PULL ROPES, CABLES, PULL BOXES, CONCRETE ENCASUREMENT OF CONDUIT (IF REQUIRED), TRANSFORMER PAD, BARRIERS, POLE BUSES, TRENCHING, BACKFILL, PAY ALL UTILITY COMPANY FEES AND INCLUDE ALL OTHER REQUIREMENTS IN SCOPE OF WORK.
- UTILITY CONTACTS FOR THIS PROJECT SHALL BE AS FOLLOWS:
 POWER: PACIFIC GAS & ELECTRIC TELEPHONE: PACIFIC BELL
 CALIFORNIA BLUE GALAXY BELL
 (415) 505-7481 (415) 483-7152

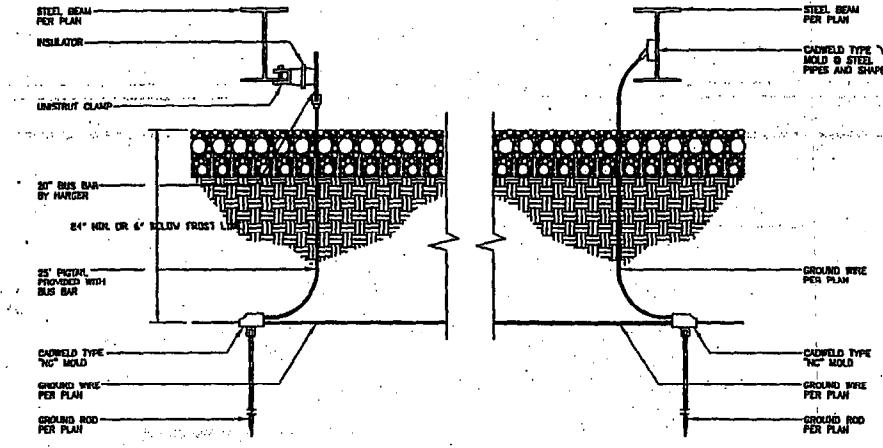
UTILITY GENERAL NOTES

SCALE: NONE 3



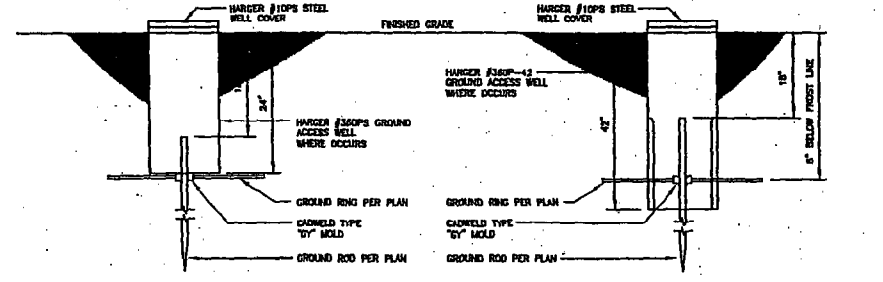
POWER/TELCO ROUTING STUB-UP PLAN

SCALE: 1/4"=1'-0" 4



MASTER GROUND BUS & CADWELDED CONNECTIONS

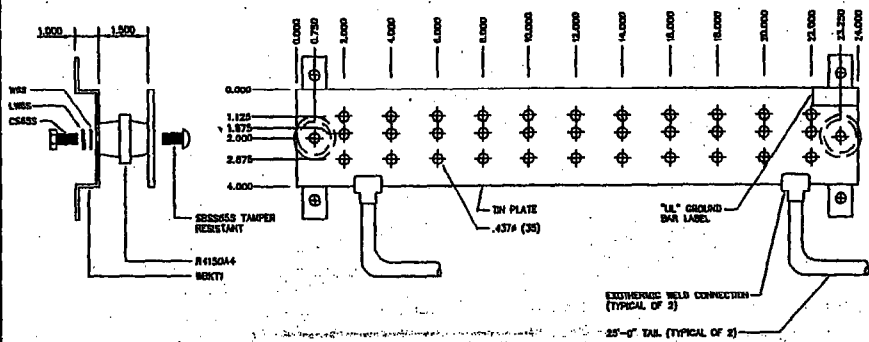
SCALE: NONE 5



GROUND WELLS

SCALE: NONE 6

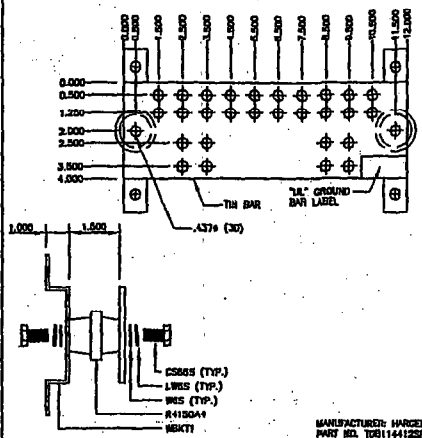
- ALL DETAILS ARE SHOWN IN GENERAL TERMS. ACTUAL GROUNDING INSTALLATION REQUIREMENTS AND CONSTRUCTION ACCORDING TO SITE CONDITIONS.
- ALL GROUNDING CONDUCTORS #2 AND SOLID BARE TINNED COPPER WIRE UNLESS OTHERWISE NOTED.
- GROUND BAR LOCATED IN BASE OF EQUIPMENT WILL BE PROVIDED, FINISHED AND INSTALLED BY THE VENDOR.
- ALL BELOW GRADE CONNECTIONS EXOTHERMIC WELD TYPE ABOVE GRADE CONNECTIONS EXOTHERMIC WELD TYPE.
- GROUND RING SHALL BE LOCATED A MINIMUM OF 24" BELOW GRADE OR 6" MINIMUM BELOW THE FRESH LINE.
- INSTALL GROUND CONDUCTORS AND GROUND ROD MINIMUM OF 1'-0" FROM EQUIPMENT CONCRETE SLAB, SPREAD FOOTING OR FENCE.
- EXOTHERMIC WELD GROUND CONNECTION TO FENCE POSTS TREAT WITH A GOLD GALVANIZED SPRAY.
- GROUND BARS:
 - EQUIPMENT GROUND BUS BAR (EGB) LOCATED AT BOTTOM OF ANTENNA FEEDER/AMPLIFIER FOR MOUNTING GROUNDING JUMPER CONNECTORS TO COAX FEEDER CABLES SHALL BE PROVIDED AND INSTALLED BY ELECTRICAL CONTRACTOR. JUMPERS (FURNISHED BY OWNER) SHALL BE INSTALLED AND CONNECTED BY ELECTRICAL CONTRACTOR.
 - MAIN GROUND BUS BAR (MGB) LOCATED NEAR THE BASE OF THE RADIO EQUIPMENT CABINET(S) SHALL BE INSTALLED AND CONNECTED BY ELECTRICAL CONTRACTOR.
- ALL GROUNDING INSTALLATIONS AND CONNECTIONS SHALL BE MADE BY ELECTRICAL CONTRACTOR.
- OBSERVE N.E.C. AND LOCAL UTILITY REQUIREMENTS FOR ELECTRICAL SERVICE GROUNDING.
- GROUNDING ATTACHMENT TO TOWER SHALL BE AS PER MANUFACTURER'S RECOMMENDATIONS OR AT GROUNDING POINTS PROVIDED (2 MINIMUM).
- ALL GROUNDING BARS SHALL BE HARDER MANUFACTURED 1/4" THICK 2IN COPPER WITH 7/16" Ø HOLES. ALL GROUND BARS SHALL BEAR THE HARDER BRAND NAME. NO EXTRA HOLES CAN BE DRILLED BY THE CONTRACTOR. ALL FINISHING SHALL BE 316 STAINLESS STEEL.



MANUFACTURER: HARGER
PART NO. T0811442SPR01

GROUND BAR ASSEMBLY (MGB) (24")

SCALE: NONE



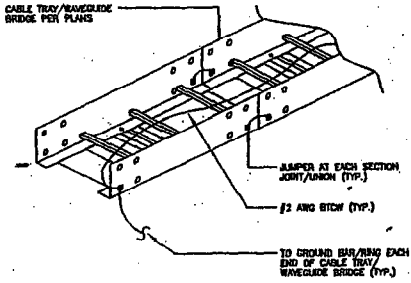
MANUFACTURER: HARGER
PART NO. T0811442SPR02

GROUND BAR ASSEMBLY (12")

SCALE: NONE

GROUNDING NOTES

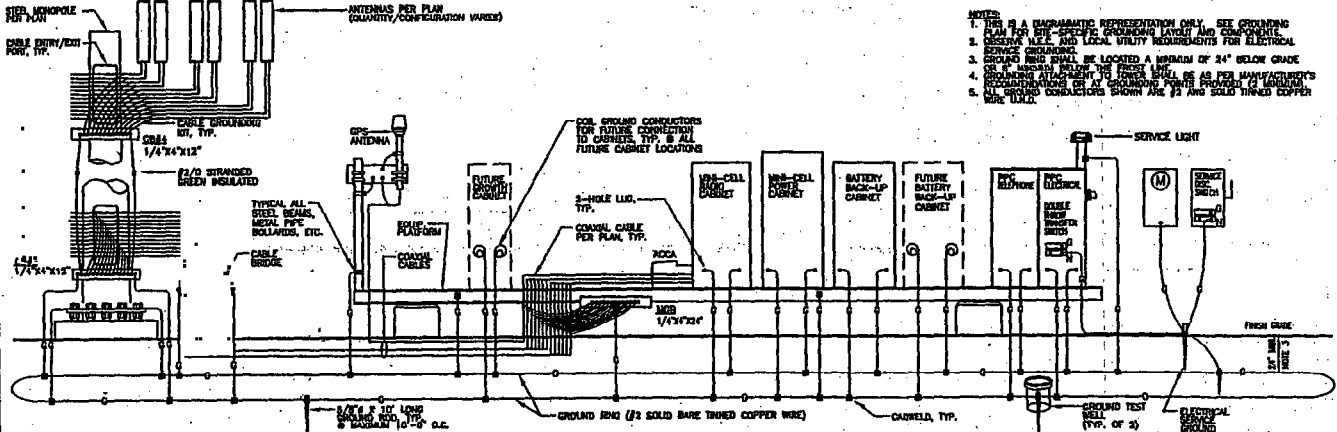
SCALE: NONE



- NOTES:
- RUN #2 AND B70W GROUND CONDUCTOR ALONG CABLE TRAY AND GROUND AT BOTH ENDS.

CABLE TRAY/WAVEGUIDE BRIDGE GROUNDING

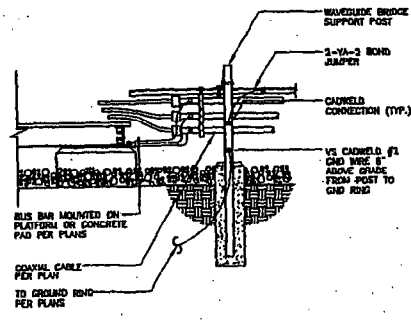
SCALE: NONE



- NOTES:
- THIS IS A DIAGNOSTIC REPRESENTATION ONLY. SEE GROUNDING PLAN FOR SITE-SPECIFIC GROUNDING POINT AND COMPONENTS.
 - OBSERVE N.E.C. AND LOCAL UTILITY REQUIREMENTS FOR ELECTRICAL SERVICE GROUNDING.
 - GROUNDING CONDUCTORS SHALL BE LOCATED A MINIMUM OF 24" BELOW GRADE OR 6" MINIMUM BELOW THE FRESH LINE.
 - GROUNDING ATTACHMENT TO TOWER SHALL BE AS PER MANUFACTURER'S RECOMMENDATIONS OR AT GROUNDING POINTS PROVIDED (2 MINIMUM).
 - ALL GROUNDING CONDUCTORS SHOWN ARE #2 AND SOLID TINNED COPPER WIRE UNLESS OTHERWISE NOTED.

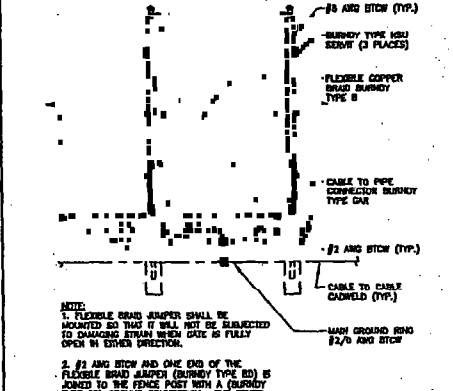
GROUNDING SCHEMATIC

SCALE: NONE



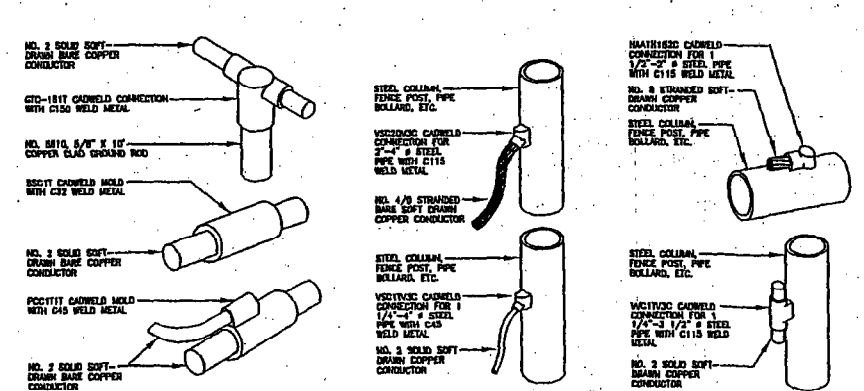
WAVEGUIDE GROUNDING

SCALE: NONE



FENCE AND GATE GROUNDING

SCALE: NONE



TYPICAL CADWELD DETAILS

SCALE: NONE

17/01/01 "R" 9 of 9



4683 CHABOT DRIVE, SUITE PLEASANTON, CA 94588

PROJECT INFORMATION:

TOWER RC SF33XC62
21 TOWER RC SAN MATEO, CA SAN MATEO CO

CURRENT ISSUE DATE:

9/11/01

ISSUED FOR:

PERMIT

REV. DATE: DESCRIP:

9/11/01 ISSUED FOR: PERMIT

RD R&D SOLUTIONS
2001 Tower Road
San Mateo, CA 94404

INTERFACE ENGINEERING CONSULTING
2001 Tower Road
San Mateo, CA 94404

DRAWN BY: CHK: JS RB

LICENSURE:



SHEET TITLE:

GROUNDING AND NOTES

SHEET NUMBER:

E3