

## **LICENSE AGREEMENT**

**LICENSEE:** New Cingular Wireless PCS, LLC, a Delaware limited liability company  
1025 Lenox Park Blvd NE, 3<sup>rd</sup> Floor  
Atlanta, GA 30319

**COUNTY:** San Bernardino County  
Real Estate Services Department  
385 North Arrowhead Avenue, Third Floor  
San Bernardino, CA 92415-0180

**PREMISES:** Approximately 3,432 square feet of County-owned land located at Onyx Peak with an address of 3407 State Highway 38, Big Bear City, CA.

**TERM OF LICENSE:** Five (5) years initial term with three (3) five-year options to extend the term of the License Agreement

**COMMENCEMENT DATE OF LICENSE:** Upon full execution of the License Agreement

**CONTRACT NO.**

**REV. 3/1/2011**

**TYPED:**

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## LICENSE AGREEMENT

This License Agreement (the "License") is made and entered into by and between San Bernardino County, a body politic and corporate, hereinafter designated as "COUNTY" and New Cingular Wireless PCS, LLC, a Delaware limited liability company, hereinafter called "LICENSEE". The COUNTY and LICENSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

### WITNESSETH

WHEREAS, the LICENSEE desires to install, operate, repair, and maintain a cellular communications facility situated on approximately 3,432 square feet of County-owned land at Onyx Peak, with an address of 3407 State Highway 38, Big Bear City, CA ("Site"); and,

WHEREAS, COUNTY and LICENSEE now desire to enter into a license agreement for the use of a certain portion of the County-owned land at the Site, as more specifically described in this License; and,

NOW, THEREFORE, in consideration of mutual covenants and conditions, the Parties hereto agree to the following:

In consideration of the covenants and agreements hereinafter contained being fully kept and performed, and in consideration of the benefits to be derived by each Party, COUNTY does hereby grant to LICENSEE a license for the use of that certain portion of real property, comprising approximately 3,432 square feet of County-owned land at Onyx Peak with an address of 3407 State Highway 38, Bear City, CA, as said portion is more particularly described in Exhibit "A" (the "Premises") and Exhibit "B" (LICENSEE's Authorized Equipment), attached hereto and made a part hereof.

### COVENANTS AND AGREEMENTS:

1. **USE:** The COUNTY grants a license for the use of the Premises to LICENSEE for the purpose of installing, operating, repairing and maintaining a cellular communications facility containing a 120' Lattice work antenna tower with a total of twelve (12) 8' panel antennas, (four per sector); thirty-six (36) remote radio units (RRUs) (12 per sector); one (1) eight-foot diameter microwave (MW) antenna; one (1) GPS antenna; one (1) Emerson power cabinet; four (4) Purcell cabinets; four (4) equipment racks; Thirty-six (36) Solar panels; Twenty-four (24) GS-SLR1000-2 batteries; three (3) DC-12s; four (4) DC-9 surge suppressors; two (2) Polar 15 KW DC Generators; one (1) 1,000 gallon propane tank mounted on concrete slab; and an 6' tall chain link perimeter fence. (collectively, the "LICENSEE's Authorized Equipment") which equipment is more particularly described on Exhibit "B" attached hereto and made a part hereof.

This License and the rights herein granted to LICENSEE shall be subject to the paramount legal duties and obligations of COUNTY including, but not limited to, the right to temporarily enter and cross the Premises with any and all equipment necessary in the preservation of the surrounding County-owned property without liability for any damages to LICENSEE's Authorized Equipment. COUNTY shall give reasonable advance notice either verbally or in writing of its intent to enter and cross the Premises.

2. **TERM:** The initial term of this License shall be five (5) years commencing upon full execution of this License, as evidenced by the date that the last of the parties executes this License ("Commencement Date") and expiring one day prior to the fifth (5<sup>th</sup>) anniversary of the

Commencement Date (the "Initial Term"). The Initial Term, together with any Extended Terms are referred to collectively as the "Term".

3. **OPTION TO EXTEND TERM:**

A. COUNTY gives LICENSEE the option to extend the term of the License on the same provisions and conditions, except for the Annual License Fee for three (3) five (5) year periods ("Extended Terms") following expiration of the Initial Term, provided that at the time of exercise of the applicable option, LICENSEE is not in default with respect to any of the terms, covenants or conditions to be observed or performed by LICENSEE hereunder beyond any applicable notice and cure period, and provided LICENSEE gives written notice of exercise of the option to COUNTY at least one (1) year, but not more than eighteen (18) months, prior to the expiration of the Initial Term or the then existing Extended Term. Said options shall be deemed to be independent and consecutive, with LICENSEE's right to exercise the second of said options terminating upon LICENSEE's failure to exercise the first option. The Annual License Fee for the first (1<sup>st</sup>) year of each Extended Term shall be re-established in accordance with the market rate for comparable properties in the Big Bear City area, County of San Bernardino (with the Annual License Fee for the remainder of the Extended Term to be subject to the annual percentage increase in Paragraph 5), provided that if the parties are unable to agree on the re-established Annual License Fee for the first year of an Extended Term, such fee shall be determined in accordance with Section 3.B. below.

B. If the Parties are unable to agree on the Annual License Fee for the first (1<sup>st</sup>) year of any Extended Term within five (5) months of LICENSEE's exercise of the subject option, the subject Annual License Fee shall be determined through arbitration conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association. If the arbitration-determined Annual License Fee increases the Annual License Fee payable for the first (1<sup>st</sup>) year of an Extended Term by an amount equal to more than six percent (6%) over the Annual License Fee payable for the year immediately preceding the expiration of the Initial Term or the then current Extended Term, the LICENSEE shall have the right to terminate this License within thirty (30) days after the date the arbitrator issues its formal Annual License Fee determination by providing written notice of termination to COUNTY within said thirty (30) days. If the arbitration-determined Annual License Fee reduces the Annual License Fee payable for the first year of an Extended Term by an amount equal to more than six percent (6%) below the Annual License Fee payable for the year immediately preceding the expiration of the Initial Term or the then current Extended Term, the COUNTY shall have the right to terminate this License within thirty (30) days after the date the arbitrator issues its formal Annual License Fee determination by providing written notice of termination to LICENSEE within said thirty (30) days. If neither parties timely exercises its respective right to terminate the License under this paragraph, then the Annual License Fee for the first year of an Extended Term shall be the arbitration-determined Annual License Fee. The COUNTY's RESD Director shall be authorized to provide such termination notice on behalf of the COUNTY. If the subject Annual License Fee is pending determination by the arbitration process at the expiration of the Initial Term or the then current Extended Term, as of the commencement date of the subject Extended Term, LICENSEE shall pay the Annual License Fee in the amount due for the year immediately preceding expiration of the Initial Term or the then current Extended Term. Upon determination of the subject Annual License Fee through arbitration, and provided that this License is not terminated pursuant to this paragraph, LICENSEE shall, within forty-five (45) days after the date the arbitrator issues its formal Annual License Fee determination, pay to COUNTY any deficiency between the Annual License Fee paid and the arbitration-determined Annual License Fee for the period from the commencement of an Extended Term through the date the arbitrator issues its formal Annual License Fee determination. In the event that either party terminates the License in accordance with this paragraph, then no deficiency shall be payable to COUNTY and

no refunds shall be due to LICENSEE for the period after the commencement of an Extended Term through the date the arbitrator issues its formal Annual License Fee determination.

4. **FEES:**

A. LICENSEE shall pay to COUNTY an annual license fee ("Annual License Fee") in the amount of Thirty-three Thousand Six Hundred Forty-Eight and 00/100 Dollars (\$33,648.00) payable in advance on the Commencement Date and each subsequent Annual License Fee shall be payable on each subsequent anniversary of the Commencement Date continuing throughout the Term which shall be adjusted annually in accordance with Paragraph 5 of this License.

B. If any Annual License Fee or other amounts are not paid when due and payable, LICENSEE shall pay to COUNTY an additional amount of Fifty and 00/100 Dollars (\$50.00) for each overdue Annual License Fee or other amount as an administrative processing charge. The Parties agree that this administrative charge represents a fair and reasonable estimate of the costs that COUNTY will incur by reason of late payment by LICENSEE. Acceptance of any administrative charge shall not constitute a waiver of LICENSEE's default with respect to the overdue Annual License Fee or amount or prevent COUNTY from exercising any of the other rights and remedies available to COUNTY. If the Annual License Fee and other amounts are not paid when due, then such overdue amounts shall bear simple interest from the date due at the rate of one and one-half percent (1½%) per month until paid in full.

5. **FEE ADJUSTMENTS:** The Annual License Fee initially established at Thirty-three Thousand Six Hundred Forty-eight and 00/100 Dollars (\$33,648.00) per year shall be subject to an increase on each anniversary of the Commencement Date ("Adjustment Date(s)") during the Term in the amount of three and one half percent (3.5%) over the Annual License Fee immediately preceding the Adjustment Date.

6. **CONDITION OF PREMISES:** The Premises are provided to LICENSEE in its AS-IS condition without any representations or warranties whatsoever, including but not limited to its condition or suitability for LICENSEE's Authorized Equipment or LICENSEE's intended use and LICENSEE expressly acknowledges that COUNTY shall not be in any way liable for and LICENSEE assumes all risk of injury, damage, or loss in its use of the Premises, including without limitation, any risk of injury, damage, or loss regardless of cause to LICENSEE, LICENSEE's Authorized Equipment, or LICENSEE's personal property located on the Premises. Upon the commencement of LICENSEE's use of the Premises, the same shall conclusively be deemed that LICENSEE finds the Premises fit and proper for the purposes for which LICENSEE shall use the Premises.

7. **ASSIGNMENT:** This License shall not be assigned nor shall the Premises be sub-licensed by LICENSEE without the express written approval of the COUNTY, which approval shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, LICENSEE shall have the right to assign the License or sub-license the Premises without the prior approval of the COUNTY but with prior notice to the COUNTY if the License is assigned or the Premises is sub-licensed to: (a) an affiliate of LICENSEE (defined as entities that directly or indirectly control, are controlled by, or under common control with LICENSEE), (b) any entity with at least ten (10) years of experience as an operator or manager of wireless communications facilities (e.g. Verizon, T-Mobile, Sprint, American Towers, or Crown Castle), and has a net worth of at least Twenty Million Dollars (\$20,000,000) at the time of assignment or sub-license, or (c) any entity that acquires all or substantially all of the LICENSEE's assets in the market as defined by the Federal Communications Commission in which the Premises is located (collectively, "Permitted Transfers"). LICENSEE shall be released from all future performance, liabilities and

obligations under this License for a Permitted Transfer and a County approved assignment, but not a sub-license, provided LICENSEE complies with County's reasonable conditions for an assignment requiring County's approval, including a non-release of LICENSEE's liabilities and obligations under this License to the extent such non-release is reasonable under the circumstances, and further provided that such transferee assumes in writing all of LICENSEE's liabilities and obligations under this License. Any assignment or sub-license, other than Permitted Transfers, without the prior written approval of the COUNTY shall be null and void.

8. **ACCESS TO PREMISES:**

A. COUNTY, or a duly authorized representative of the COUNTY, reserves the right to enter upon the Premises at any reasonable time for the purpose of inspecting the Premises for conformance to this License and for carrying out the functions and purposes of the COUNTY and COUNTY will not be liable for any damages to LICENSEE's Authorized Equipment as a result of exercising its rights pursuant to this paragraph.

B. COUNTY's activities at the Site shall take precedence at all times, and when any work or activity must be performed to carry out the functions and purposes of the COUNTY, LICENSEE must allow the same to be done. COUNTY shall give LICENSEE reasonable notice of impending activities whenever possible.

C. LICENSEE's access to the Premises traverses Federal lands via unimproved roads under the administration of the United States Department of Agriculture – Forest Service (USFS) and are used by permission of the USFS for the duration of the County's separate agreement with the USFS. Should the County be required to provide maintenance and/or repairs to said roads. LICENSEE shall pay a prorated share of said costs based on the total number of existing users of the County-owned communication site, which costs shall be payable by LICENSEE within thirty (30) days after receipt of an invoice from the COUNTY.

9. **MAINTENANCE/REPAIRS:**

A. The COUNTY's existing maintenance roads and/or driveways will be available for normal and routine maintenance of the LICENSEE's Authorized Equipment by LICENSEE. Maintenance and inspection of LICENSEE's Authorized Equipment will be the sole responsibility of the LICENSEE and regular inspections are required as necessary to ensure that LICENSEE's Authorized Equipment are maintained in a good and safe condition. Any damage to COUNTY's property (including but not limited to the existing maintenance roads and/or driveways) or property of others resulting from said maintenance activities by LICENSEE or its employees, agents, contractors, and invitees shall be the sole responsibility of LICENSEE.

B. LICENSEE shall have twenty (20) days from the creation of the need to maintain and repair to perform its obligation to maintain and repair under this paragraph 9, except that LICENSEE shall perform its obligations immediately, if the nature of the problem presents a threat to life, health, or safety of persons or destruction of property ("Emergency Repairs"). If LICENSEE does not perform its obligations within the time limitations in this paragraph 9 and fails to do so within the cure periods set forth in Paragraph 13, COUNTY can, upon written notice to the LICENSEE, perform the obligations and has the right to be reimbursed for the sum it actually expends (including charges for COUNTY's equipment and personnel) in the performance of LICENSEE's obligations.

10. **HAZARDOUS MATERIALS:**

A. Definition. For purposes of this License, the term "Hazardous Substance" means any (a) substance, product, waste or other material of any nature whatsoever which is or becomes listed, regulated, or addressed pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601, et seq. ("CERCLA"); the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq. ("RCRA"); Toxic Substances Control Act, 15 U.S.C. Sections 2601 et seq.; the Clean Water Act, 33 U.S.C. Sections 1251 et seq.; the California Hazardous Waste Control Act, Health and Safety Code Sections 25100 et seq.; the California Hazardous Substance Account Act, Health and Safety Code Sections 25330 et seq.; the California Safe Drinking Water and Toxic Enforcement Act, Health and Safety Code Sections 25249.5 et seq.; California Health and Safety Code Sections 25280 et seq. (Underground Storage of Hazardous Substances); the California Hazardous Waste Management Act, Health and Safety Code Sections 25170.1 et seq.; California Health and Safety Code Sections 25501 et seq. (Hazardous Materials Response Plans and Inventory); or the California Porter-Cologne Water Quality Control Act, Water Code Sections 1300 et seq, all as amended, (the above-cited California state statutes are hereinafter collectively referred to as "the State Toxic Substances Laws") or any other federal, state or local statute, law, ordinance, resolution, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect, (b) any substance, product, waste or other material of any nature whatsoever which may give rise to liability under any of the above statutes or under any statutory or common law theory based on negligence, trespass, intentional tort, nuisance or strict liability or under any reported decisions of a state or federal court, (c) petroleum or crude oil other than petroleum and petroleum products contained within regularly operated motor vehicles, and (d) asbestos.

B. LICENSEE shall not permit, authorize, or suffer at any time herein relevant the presence, use, manufacture, handling, generation, storage, treatment, discharge, release, burial or disposal on, under or about the Premises of any hazardous substance, or the transportation to or from the Premises of any hazardous substance.

C. LICENSEE shall be solely responsible, at its cost, for any violation of applicable Hazardous Substances laws that is caused by the LICENSEE or its employees, agents, contractors and invitees. LICENSEE shall further indemnify (with counsel reasonably acceptable to COUNTY), protect, defend and hold COUNTY and their officers, agents, employees, and volunteers and the Premises and the Site, harmless from and against any and all damages, liabilities, judgments, costs, claims, liens, expenses, penalties and loss of permits (including COUNTY's attorneys' and consultants' fees) arising out of or involving any Hazardous Substances present on, used, manufactured, handled, generated, stored, treated, discharged, released, buried, disposed, or brought onto the Premises or the Site by or for LICENSEE, its employees, agents, contractors, invitees, or by anyone under LICENSEE's control. LICENSEE's obligations under this paragraph shall include, but not be limited to, the effects of any contamination or injury to person, property or the environment created or suffered by LICENSEE or by anyone under LICENSEE's control, and the cost of investigation (including consultants' and attorneys' fees and testing), removal, remediation, restoration and/or abatement thereof, or of any contamination therein involved, and shall survive the expiration or earlier termination of this License. No termination, cancellation or release agreement entered into by COUNTY and LICENSEE shall release LICENSEE from its obligations under this License with respect to Hazardous Substances, unless specifically so agreed by COUNTY in writing at the time of such agreement.

D. LICENSEE shall comply with all applicable laws, statutes, regulations, and orders concerning Hazardous Substances, as defined in subparagraph 11A, relating to LICENSEE's Authorized Equipment on the Premises.

E. LICENSEE shall immediately inform COUNTY of any release of Hazardous Substances caused by LICENSEE or its employees, agents, contractors and invitees. Upon reasonable notice to LICENSEE, COUNTY may inspect LICENSEE's Authorized Equipment on the Premises to determine if any release of Hazardous Substances has occurred, or may occur, from or related to LICENSEE's Authorized Equipment. In removing or modifying LICENSEE's Authorized Equipment as provided in this License, LICENSEE shall also remove all residue of Hazardous Substances related thereto.

11. **UTILITIES:** COUNTY shall have no obligation to furnish to the Premises any electric, gas, water, trash, and or any other utilities.

12. **IMPROVEMENTS:** LICENSEE shall not make any improvements or alterations to the Premises or LICENSEE's Authorized Equipment after its initial installation listed on Exhibit "B" without COUNTY's prior written consent, COUNTY's consent not to be unreasonably withheld, conditioned or delayed. All improvements to the Premises that are directly related to installing, operating and maintaining the LICENSEE's Authorized Equipment shall remain the property of LICENSEE. Upon termination of this License, the LICENSEE shall have the right to remove improvements directly related to operating and maintaining the LICENSEE's Authorized Equipment, which removal shall be completed on or before the expiration or earlier termination of this License. If LICENSEE is, after using diligent efforts, unable to complete its removal on or before the expiration of this License, LICENSEE shall, upon written notice to COUNTY received prior to the expiration or earlier termination of this License, have an additional period of time for the sole purpose of removing LICENSEE's Authorized Equipment not to exceed sixty (60) days after the expiration or earlier termination of this License to complete its removal ("Extended Removal Period"), provided that during any Extended Removal Period, LICENSEE shall pay the Annual License Fee set forth in Paragraph 14. If LICENSEE does not remove LICENSEE's Authorized Equipment on or before the expiration or earlier termination of this License or the Extended Removal Period, if elected by LICENSEE, then COUNTY shall either require LICENSEE, at LICENSEE's expense, to remove LICENSEE's Authorized Equipment, or elect to retake possession of the Premises together with LICENSEE's Authorized Equipment which shall thereupon become the property of the COUNTY without compensation to LICENSEE. The Premises shall be returned to COUNTY in as good a condition and repair as it was initially received by LICENSEE, reasonable wear and tear excepted, and LICENSEE shall repair any damage to the Premises, at the Site, or on adjacent County-owned property caused by LICENSEE's removal of LICENSEE's Authorized Equipment or LICENSEE's use of the Premises.

13. **DEFAULT AND RIGHT TO TERMINATE:**

A. If there should be any default in payment by LICENSEE of the Annual License Fee provided herein or if LICENSEE fails to continuously operate the LICENSEE's Authorized Equipment throughout the Term of the License, including any extensions thereof or abandons LICENSEE's Authorized Equipment, COUNTY may give LICENSEE written notice of such default. This License will not be terminated if: (a) within fifteen (15) days after receipt of such written notice the LICENSEE shall cure the default or breach by payment of the Annual License Fee or any recurring payments stipulated in this License; or (b) within thirty (30) days after receipt of such written notice the LICENSEE shall cure the default or breach by payment of any other monetary payments which may be required under the provisions of this License.

B. Except for any defaults arising from Emergency Repairs, which must be cured immediately but not more than ten (10) days after written notice from COUNTY, and any defaults of monetary payments, which must be cured pursuant to Paragraph 13.A, if LICENSEE should fail to perform, keep or observe any of the terms, conditions or covenants as set forth in this



License, COUNTY may give LICENSEE written notice to correct such condition or cure such default.; in which, the following cure periods shall apply:

(1) This License will not be terminated if within thirty (30) days after receipt of such written notice, the LICENSEE shall cure the condition or default.

(2) If such condition or default should continue for thirty (30) days after receipt of written notice of default, COUNTY may at its option elect to terminate this License. Such election to terminate shall not be construed as a waiver of any claim the COUNTY may have against LICENSEE, consistent with such termination.

(3) If, however, the nature of said default is such that more than thirty (30) days are reasonably necessary to correct or cure said default, the License shall not be terminated if LICENSEE shall have commenced the elimination of such default within thirty (30) days after receipt of such notice and shall continuously and diligently proceed in good faith to eliminate such default, then the period for correction shall be extended for such length of time as is reasonably necessary to complete such correction.

C. Reserved.

D. Upon any termination of this License, LICENSEE covenants and agrees to surrender the Premises peaceably to the COUNTY immediately upon any such termination, subject to the Extended Removal Period set forth in Paragraph 12. If LICENSEE continues to use the Premises after any termination of this License without County consent (except for the Extended Removal Period set forth in Paragraph 12), COUNTY shall have the right to pursue all available rights and remedies available at law or in equity. In the event of the failure of LICENSEE to remove LICENSEE's Authorized Equipment from the Premises pursuant to Paragraph 12, COUNTY may remove LICENSEE's Authorized Equipment and place the same in storage at the expense of LICENSEE and without liability to COUNTY for loss thereof. LICENSEE agrees to pay COUNTY within thirty (30) days of COUNTY's demand all expenses incurred in such removal, including court costs and attorney's fees and storage charges and/or COUNTY may without notice sell all or any part of said LICENSEE's Authorized Equipment at public or private sale for such prices as COUNTY may obtain, and apply the proceeds of such sale to any expense incidental to the removal and sale of said LICENSEE's Authorized Equipment, with the surplus, if any, being refunded to LICENSEE.

E. The receipt by the COUNTY of any Annual License Fee or of any other sum of money paid by LICENSEE after any default, the termination of this License for any reason, or after the giving by COUNTY of any notice to effect such termination, shall not waive the default, reinstate, continue or extend the Term of this License, or destroy, or in any manner impair the efficacy of any such notice of termination as may have been given hereunder by COUNTY to the LICENSEE prior to the receipt of any such sum of money or other consideration, unless so agreed to be in writing and signed by COUNTY. Any act of the COUNTY or its agents or employees during the Term of this License shall not be deemed to be an acceptance or a surrender of said Premises, excepting an agreement in writing signed by the COUNTY agreeing to accept such surrender.

14. **HOLDING OVER:** If the LICENSEE continues using the Premises after the expiration of the Term or after any termination of this License prior to the expiration of the Term the following shall apply: (i) if LICENSEE has provided timely notice for the Extended Removal Period, then LICENSEE shall be deemed to be holding over at the Premises for the duration of the Extended Removal Period, subject to all the provisions of this License, except, during such holdover, the Annual License Fee shall increase to an amount equal to one hundred fifty percent (150%) over the Annual License Fee immediately in effect prior to the initiation of holdover, which shall be

pro-rated and payable monthly during any month-to-month holdover and either party shall have the right to give a notice of termination of said holdover effective on the expiration of the Extended Removal Period or on not less than thirty (30) days prior written notice thereafter; and (ii) if LICENSEE has not exercised or has not timely exercised its option for the Extended Removal Period and if said holdover is with the consent of the COUNTY, then LICENSEE shall be deemed to be holding the Premises on a month-to-month basis subject to all the provisions of this License, except, during such holdover, the Annual License Fee shall increase to an amount equal to one hundred fifty percent (150%) over the Annual License Fee immediately in effect prior to the initiation of holdover, which shall be pro-rated and payable monthly during any month-to-month holdover, and either party shall have the right to give a notice of termination of said holdover on not less than thirty (30) days prior written notice.

15. **LICENSES AND CERTIFICATIONS:** LICENSEE agrees that it will acquire and maintain those certifications, licenses, approvals and permits required by any Federal, State or local jurisdiction or authority for carrying out the purpose of this License and LICENSEE shall comply with all laws and regulations and industry standard safety measures for the access and use of the LICENSEE's Authorized Equipment on the Premises.

16. **INDEMNIFICATION:** The LICENSEE agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless the COUNTY and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this License from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the COUNTY on account of any claim except where such indemnification is prohibited by law. The LICENSEE's indemnification obligation does not apply to the COUNTY's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

17. **INSURANCE REQUIREMENTS AND SPECIFICATIONS:**

A. COUNTY is a self-insured public entity for purposes of professional liability, general liability and workers' compensation.

B. The LICENSEE agrees to provide insurance set forth in accordance with the requirements herein. The type(s) of insurance required is determined by the scope of the License hereunder. Without in anyway affecting the indemnity herein provided and in support thereof, the LICENSEE shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

(1) **Workers' Compensation/Employers Liability** – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with Two Hundred Fifty Thousand Dollars (\$250,000.00) per accident, per disease per employee, per disease policy limits covering all persons including volunteers providing services on behalf of the LICENSEE.

(2) **Commercial General Liability Insurance** – The LICENSEE shall carry Commercial General Liability Insurance covering all operations performed by or on behalf of the LICENSEE providing coverage for bodily injury and property damage with a combined single limit of One Million Dollars (\$1,000,000.00), per occurrence. The policy coverage shall include:

- (a) Premises operations and mobile equipment.
- (b) Products and completed operations.
- (c) Broad form property damage (including completed operations).
- (d) Explosion, collapse and underground hazards.

- (e) Personal injury
- (f) Contractual liability.
- (g) \$2,000,000.00 general aggregate limit.

(3) Commercial Property Insurance Providing all risk coverage for the premises, building, fixtures, equipment and all property constituting a part of the Premises. Coverage shall be sufficient to insure One Hundred percent (100%) of the replacement cost. Licensee may self-insure this risk.

(4) Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of One Million Dollars (\$1,000,000.00) for bodily injury and property damage, per accident.

(5) Umbrella/Excess Liability Insurance - An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury. The coverage shall also apply to automobile liability. Licensee may use any combination of primary and excess insurance to meet the total limits required.

C. If LICENSEE performs any construction of the Premises on behalf of the COUNTY, LICENSEE shall also procure and maintain coverages as follows:

(1) For construction contracts for projects over One Million Dollars (\$1,000,000.00) and less than Three Million Dollars (\$3,000,000.00) require limits of Three Million Dollars per occurrence and in the aggregate in General Liability and Auto Liability per accident coverage.

(2) For construction contracts for projects over Three Million Dollars (\$3,000,000.00) and less than Five Million Dollars (\$5,000,000.00) require limits of Five Million Dollars (\$5,000,000.00) per occurrence and in the aggregate in General Liability and Auto Liability per accident coverage.

(3) For construction contracts for projects over Five Million Dollars (\$5,000,000.00) and less than Ten Million Dollars (\$10,000,000.00) require limits of Ten Million Dollars (\$10,000,000.00) per occurrence and in the aggregate in General Liability and Auto Liability per accident coverage.

(4) Subcontractor Insurance Requirements. The LICENSEE agrees endeavor to require all parties or subcontractors, including architects or others it hires or contracts with related to the performance of this License to provide insurance covering the contracted operation with the basic requirements for all contracts in B1 and the insurance sections for all contracts in B2, (including waiver of subrogation rights) and including the COUNTY as an additional insured. The LICENSEE agrees to monitor and review all such coverage and assumes all responsibility ensuring that such coverage is provided as required here.

(5) Course of Construction/Installation (Builder's Risk) Property insurance or self-insurance providing all risk, including theft coverage for all property and materials to be used on the project.

(6) Self-Insurance. Notwithstanding the forgoing, LICENSEE may, in its sole discretion, self-insure any of the required insurance under the same terms as required by this Agreement. In the event LICENSEE elects to self-insure its obligation under this Agreement to include LICENSOR as an additional insured, the following conditions apply: (i) LICENSOR shall

promptly and no later than thirty (30) days after notice thereof provide LICENSEE with written notice of any claim, demand, lawsuit, or the like for which it seeks coverage pursuant to this Section and provide LICENSEE with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) LICENSOR shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of LICENSEE; and (iii) LICENSOR shall fully cooperate with LICENSEE in the defense of the claim, demand, lawsuit, or the like.

D. Additional Insured – The required commercial general liability and auto liability insurance policies shall contain endorsements including the COUNTY and their officers, employees, agents and volunteers as additional insureds with respect to liabilities caused, in whole or in part, by Licensee's operations under this License hereunder. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010. LICENSOR's additional insured status shall (i) be limited to bodily injury, property damage or personal and advertising injury caused, in whole or in part, by LICENSEE, its employees, agents or independent contractors; (ii) not extend to claims for punitive or exemplary damages arising out of the acts or omissions of LICENSOR, its employees, agents or independent contractors or where such coverage is prohibited by law or to claims arising out of the gross negligence of LICENSOR, its employees, agents or independent contractors; and, (iii) not exceed LICENSEE's indemnification obligation under this Agreement, if any.

E. Waiver of Subrogation Rights – The LICENSEE shall require the carriers of required coverages to waive all rights of subrogation against the COUNTY, their officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the LICENSEE waiving the right of subrogation prior to a loss or claim. The LICENSEE hereby waives all rights of subrogation against the COUNTY.

F. Policies Primary and Non-Contributory – The required commercial general liability, auto liability, and excess liability insurance policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the COUNTY.

G. Severability of Interests – The LICENSEE agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the LICENSEE and the COUNTY or between the COUNTY and any other insured or additional insured under the policy.

H. Proof of Coverage – The LICENSEE shall furnish Certificates of Insurance to the COUNTY's Real Estate Services Department (RESA) administering the License evidencing the insurance coverage, including required endorsements, prior to the commencement of performance of services hereunder. LICENSEE shall provide at least thirty (30) days written notice to RESA of cancellation or nonrenewal of any required coverage that is not replaced. LICENSEE shall maintain such insurance from the time LICENSEE commences use under the License hereunder until the end of the period of the License. Within thirty (30) days of the commencement of this License, and within thirty (30) days of County's written request anytime thereafter, the LICENSEE shall furnish such Certificates of Insurance as required in this Subsection 17(H).

I. Acceptability of Insurance Carrier – Unless otherwise approved by the COUNTY Department of Risk Management, insurance shall be written by insurers eligible to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".

J. Insurance Review – Insurance requirements are subject to periodic review by the COUNTY. The COUNTY's Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever the COUNTY's Department of Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the COUNTY. In addition, and only one time during the Initial Term and one time during each Extended Term, the COUNTY's Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the COUNTY, inflation, or any other item reasonably related to the COUNTY's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this License. LICENSEE agrees to execute any such amendment within sixty (60) days of acceptance of the amended terms.

Any failure, actual or alleged, on the part of RESD or COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of RESD or the COUNTY.

K. Deductibles and Self-Insured Retention - Any and all deductibles or self-insured retentions in excess of Ten Thousand Dollars (\$10,000.00) shall be declared to COUNTY's Risk Management Department.

L. Failure to Procure Insurance. All insurance required must be maintained in force at all times by LICENSEE. Failure to maintain said insurance, due to expiration, cancellation, etc., shall be cause for the COUNTY to give notice to immediately suspend all LICENSEE's business activities on the Premises. Failure to reinstate said insurance within the thirty (30) days of notice to do so shall be cause for termination and for forfeiture of this License, and/or COUNTY, at its discretion, may procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by COUNTY shall be repaid by LICENSEE to COUNTY upon demand but only for the pro rata period of non-compliance.

M. COUNTY shall have no liability for any premiums charged for such coverage(s). The inclusion of COUNTY as additional named insured is not intended to and shall not make a partner or joint venturer with LICENSEE in LICENSEE's operations.

The LICENSEE agrees endeavor to require all parties or subcontractors, or others it hires or contracts with related to the use of this License to provide insurance covering such use with the basic requirements and including the COUNTY as additional insured. LICENSEE agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided as required herein.

18. **TAXES, ASSESSMENTS AND LICENSES:** LICENSEE shall pay before delinquency any and all taxes, if any, assessments, fees, or charges, including possessory interest taxes, which may be levied or assessed upon any personal property, improvements or fixtures, if any, installed or belonging to LICENSEE and located within the Premises. LICENSEE shall also pay all license or permit fees necessary or required by law for the conduct of its operation and/or in accordance with Section 107 of the California Revenue and Taxation Code. LICENSEE recognizes and understands that this License may create a possessory interest subject to property taxation and that the LICENSEE may be subject to the payment of property taxes levied on such interest, unless the Parties otherwise agree in writing prior to the start of construction or installation.

19. **BUILDING AND SAFETY REQUIREMENTS:** All LICENSEE's activities under this license must conform to all applicable rules, regulations, laws, ordinances, codes, statutes or orders of any governmental authority, Federal, State or local lawfully exercising authority over LICENSEE's operations. In the event the LICENSEE's use of the Premises is in violation of any regulations, ordinances, statutes or orders, the LICENSEE shall remove or modify the LICENSEE's Authorized Equipment to conform with the applicable regulations within thirty (30) days of receipt of written notice to do so from the COUNTY.

20. **GENERAL COVENANTS AND AGREEMENTS:**

A. The COUNTY may revise, modify, or add provisions to the License as may be required by COUNTY if COUNTY determines, in its reasonable discretion, that such revisions, modifications, and additions are required by applicable laws or regulations for COUNTY to meet the COUNTY's obligations and purposes at the Site so long as such revisions, modifications, or additions do not increase the Annual License Fee as set forth herein, do not materially increase any of LICENSEE's other obligations in this License, and do not materially interfere with LICENSEE's use of the Premises. COUNTY shall provide not less than sixty (60) days prior written notice of any such revisions, modifications, or additions ("Amendment Notice"), and if LICENSEE objects to such required revisions, modifications, and additions, LICENSEE shall notify COUNTY in writing within thirty (30) days after receipt of the Amendment Notice; in which case, either party shall have the right to terminate this License without further obligation (other than those that have accrued or survive the expiration or earlier termination of this License) by providing a written termination notice to the other within thirty (30) days after LICENSEE's written objection to the Amendment Notice. The COUNTY's RESD Director shall be authorized to provide such termination notice on behalf of the COUNTY. Any failure by LICENSEE to respond to the Amendment Notice within the time period specified in this paragraph shall be deemed a waiver of its right to terminate pursuant to this paragraph. If the License is not terminated in accordance with this paragraph, such revisions, modifications, or provisions to the License shall be set forth in an amendment to the License, which shall be promptly executed by both Parties. LICENSEE agrees not to use said Premises or the Site, or any part thereof for any purpose in violation of valid applicable laws or ordinances.

B. No political signs shall be permitted at the Site.

C. Uses granted to LICENSEE under this License are valid only to the extent of the COUNTY's existing rights and may be subject to other existing easements and encumbrances.

D. This License is valid only to the extent of COUNTY jurisdiction. Permits required by other interested agencies shall be the responsibility of the LICENSEE.

E. If the LICENSEE should refuse or neglect to comply with the provisions of the License, the COUNTY may have such provisions carried out by others at the expense of the LICENSEE. All the terms, covenants and conditions set forth herein are to be strictly complied with by the LICENSEE.

F. Notwithstanding anything to the contrary in this License, LICENSEE and COUNTY each waives any claims that each may have against the other with respect to loss of profits and consequential, incidental, punitive, or special damages, however caused, based on any theory of liability.

21. **TERMINATION:** LICENSEE may terminate this License if the LICENSEE cannot secure, loses or forfeits any permits or licenses necessary to use or operate the LICENSEE's Authorized Equipment by giving the COUNTY 180 days' prior written notice of any termination pursuant to this paragraph. LICENSEE shall perform all necessary removals in accordance with Paragraph

12 of this License. In the event that LICENSEE fails to remove all of LICENSEE's Authorized Equipment on or before the expiration of the License: (i) if LICENSEE has provided timely notice for the Extended Removal Period, then LICENSEE shall be deemed to be holding over at the Premises for the duration of the Extended Removal Period, subject to all the provisions of this License, except, during such holdover, the Annual License Fee shall increase to an amount equal to one hundred fifty percent (150%) over the Annual License Fee immediately in effect prior to the initiation of holdover, which shall be pro-rated and payable monthly during any month-to-month holdover and either party shall have the right to give a notice of termination of said holdover effective on the expiration of the Extended Removal Period or on not less than thirty (30) days prior written notice thereafter; and (ii) if LICENSEE has not exercised or has not timely exercised its option for the Extended Removal Period and if said holdover is with the consent of the COUNTY, then LICENSEE shall be deemed to be holding over at the Premises on a month-to-month basis, subject to all the provisions of this License, except, during such holdover, the Annual License Fee shall increase to an amount equal to one hundred fifty percent (150%) over the Annual License Fee immediately in effect prior to the initiation of holdover, which shall be pro-rated and payable monthly during any month-to-month holdover and either party shall have the right to give a notice of termination of said holdover on not less than thirty (30) days prior written notice.

22. **INCORPORATION OF PRIOR AGREEMENT:** This License contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this License, and no prior agreement or understanding pertaining to any such matter shall be effective for any purpose.

23. **WAIVERS:** No waiver by either Party of any provisions of this License shall be deemed to be a waiver of any other provision hereof or of any subsequent breach by either Party of the same or any other provisions.

24. **AMENDMENTS:** No provision of this License may be amended or added to except by an agreement in writing signed by the Parties hereto or their respective successor in interest, expressing by its terms an intention to modify this License.

25. **SUCCESSORS:** This License shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties hereto.

26. **PROVISIONS ARE COVENANTS AND CONDITIONS:** All provisions, whether covenants or conditions, on the part of either Party shall be deemed to be both covenants and conditions.

27. **CONSENT:** Except as otherwise expressly specified, whenever consent or approval of either Party is required, that Party shall not unreasonably withhold, condition or delay such consent or approval.

28. **EXHIBITS:** All exhibits referred to are attached to this License and incorporated by reference.

29. **LAW:** This license shall be construed and interpreted in accordance with the laws of the State of California.

30. **CAPTIONS AND COVER PAGE:** The paragraph captions and the cover page of this License shall have no effect on its interpretations.

31. **SEVERANCE:** If any provision of this License is determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision of this

License, and all such other provisions shall remain in full force and effect provided, however, that the purpose of the License is not frustrated. It is the intention of the Parties hereto that if any provision of this License is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

32. **NOTICES:** Any notice, demand, request, consent, approval, or communication that either Party desires or is required to give to the other Party or any other person shall be in writing and either served personally, delivered by a reputable overnight courier service, or sent by United States, postage prepaid, first-class mail, certified or registered, return receipt requested. Any notice, demand, request, consent, approval, or communication that either Party desires or is required to give to the other Party shall be addressed to the other Party at the address set forth below. Either Party may change its address by notifying the other Party of the change of address. Notice shall be deemed delivered and effective upon the earlier of: (i) actual receipt; or (ii) the date of delivery or refusal of the addressee to accept delivery if such notice is delivered by a reputable overnight courier service or sent by postage pre-paid, United States first-class mail, certified or registered, return receipt requested.

COUNTY's address: San Bernardino County  
Real Estate Services Department  
385 North Arrowhead Avenue, Third Floor  
San Bernardino, CA 92415-0180

LICENSEE's address: New Cingular Wireless PCS, LLC  
Attn: Network Real Estate Administration  
Re: Cell Site #: Site CSL05040;  
Cell Site Name: Angelous Oaks (CA)  
Fixed Asset #: 11682140  
1025 Lenox Park Blvd NE, 3<sup>rd</sup> Floor  
Atlanta, GA 30319

With a copy to: New Cingular Wireless PCS, LLC  
Attn.: Legal Dept – Network Operations  
Re: Cell Site #: Site CSL05040;  
Cell Site Name: Angelous Oaks (CA)  
Fixed Asset #: 11682140  
208 S. Akard Street  
Dallas, TX 75202-4206

33. **SURVIVAL:** The obligations of the Parties which, by their nature, continue beyond the Term of this License, will survive the termination of this License.

34. **VENUE:** The Parties acknowledge and agree that this License was entered into and intended to be performed in San Bernardino County, California. The Parties agree that the venue for any action or claim brought by any Party to this License will be in the appropriate Federal or State court, in the County of San Bernardino. Each Party hereby waives any law, statute (including but not limited to Code of Civil Procedure section 394), or rule of court that would allow them to request or demand a change of venue. If any third party brings an action or claim concerning this License, the Parties hereto agree to use their reasonable efforts to obtain a change of venue to the State court in the County of San Bernardino. This License shall be construed and interpreted in accordance with the laws of the State of California.



35. **ATTORNEYS' FEES AND COSTS:** If any legal action is instituted to enforce or declare any Party's rights hereunder, each Party, including the prevailing Party, must bear its own costs and attorneys' fees. This paragraph shall not apply to those costs and attorneys' fees directly arising from any third party legal action against a Party hereto and payable under Paragraph 16, INDEMNIFICATION and those arising from COUNTY's collection efforts (whether prior to or as a result of a court action) due to non-payment of the fee or any other amounts overdue under this License.

36. **FORMER COUNTY OFFICIALS:** LICENSEE agrees to provide or has already provided information on Former COUNTY Administrative Officials (as defined below) who are employed by or represent LICENSEE. The information to be provided will include a list of Former COUNTY Administrative Officials who terminated COUNTY employment within the last five (5) years and who are now officers, principals, partners, associates or members of or represent LICENSEE'S business. The information should also include the employment and/or representative capacity and the dates these individuals began employment with or representation of LICENSEE. For purposes of this provision, "COUNTY Administrative Official" is defined as a member of the Board of Supervisors or such officer's staff, COUNTY Administrative Officer or member of such officer's staff, COUNTY department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit. (See Exhibit "C", List of Former County Administrative Officials.)

For the purposes of this License only, the defined term "Former COUNTY Administrative Officials" who are employed by or represent LICENSEE shall include only those who have been involved in the direct negotiation of this License. To the best of its knowledge, LICENSEE is not aware that there are any such Former COUNTY Administrative Officials.

37. **MATERIAL MISREPRESENTATION:** If during the course of the Term of this License, COUNTY demonstrates with conclusive evidence that LICENSEE has made a material misstatement or misrepresentation or that materially inaccurate information has been provided by LICENSEE with respect to Section 36 of this License, this License may be terminated by written notice by the County to the LICENSEE. If this License is terminated according to this provision, then the COUNTY is entitled to pursue any available legal remedies.

38. **INTERPRETATIONS:** As this License was jointly prepared by both Parties, the language in all parts of this License shall be construed, in all cases, according to its fair meaning, and not for or against either Party hereto.

39. **DISCLOSURE:** All information received by the COUNTY from any source concerning this License, including the License itself, may be treated by the COUNTY as public information subject to disclosure under the provisions of the California Public Records Act, Government Code section 6250 et seq. (the "Public Records Act"). LICENSEE understands that although all materials received by the COUNTY in connection with this License are intended for the exclusive use of the COUNTY, they are potentially subject to disclosure under the provisions of the Public Records Act. In the event a request for disclosure of any part or all of any information which a LICENSEE has reasonably requested COUNTY to hold in confidence is made to the COUNTY, the COUNTY shall notify the LICENSEE of the request and shall thereafter disclose the requested information unless the LICENSEE, within five (5) days of receiving notice of the disclosure request, requests nondisclosure, provides COUNTY a legally sound basis for the nondisclosure, and agrees to indemnify, defend, and hold the COUNTY harmless in any/all actions brought to require disclosure. LICENSEE waives any and all claims for damages, lost profits, or other injuries of any and all kinds in the event COUNTY fails to notify LICENSEE of any such disclosure request and/or releases any information concerning the contract received from the LICENSEE or any other source.

40. **BROKER'S COMMISSIONS:** LICENSEE is solely responsible for the payment of any commissions to any broker who has negotiated or otherwise provided services on behalf of Licensee in connection with this License.

41. **POLITICAL CONTRIBUTIONS:** LICENSEE has disclosed to the COUNTY using Exhibit D, which is attached to this License and incorporated herein by reference, whether it has made any campaign contributions of more than \$250 to any member of the COUNTY's Board of Supervisors or other County-elected officer [Sheriff, Assessor-Recorder-Clerk, Auditor-Controller/Treasurer/Tax Collector and the District Attorney] within the earlier of: (1) the date of the submission of LICENSEE's proposal to the County, or (2) 12 months before the date this contract was approved by the County's Board of Supervisors. LICENSEE acknowledges that under Government Code section 84308, LICENSEE is prohibited from making campaign contributions of more than \$250 to any member of the COUNTY's Board of Supervisors or other County-elected officer for 12 months after the COUNTY's consideration of this contract.

In the event of a proposed further amendments to this contract, the LICENSEE will provide the COUNTY a written statement disclosing any campaign contribution(s) of more than \$250 to any member of the COUNTY's Board of Supervisors or other County-elected officer within the preceding 12 months of the date of the proposed amendment.

Campaign contributions include those made by any agent/person/entity on behalf of the LICENSEE or by a parent, subsidiary or otherwise related business entity of LICENSEE.

42. **COUNTERPARTS:** This License Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same License Agreement. The parties shall be entitled to sign and transmit an electronic signature of this License Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed License Agreement upon request.

43. **AUTHORIZED SIGNATORS:** Both Parties to this License represent that the signators executing this document are fully authorized to enter into this License.

**END OF LICENSE.**

**THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK**

**COUNTY: San Bernardino County, a body politic and corporate**

**LICENSEE: New Cingular Wireless PCS, LLC, a Delaware limited liability company**

By: AT&T Mobility Corporation  
Its: Manager

By  
: \_\_\_\_\_  
Dawn Rowe, Chair  
Board of Supervisors

By  
: \_\_\_\_\_  
(Name)

Title: \_\_\_\_\_

Date  
: \_\_\_\_\_

Date: \_\_\_\_\_

SIGNED AND CERTIFIED THAT  
A COPY OF THIS DOCUMENT  
HAS BEEN DELIVERED TO THE  
CHAIR OF THE BOARD

Address 1025 Lenox Park Blvd. NE, 3<sup>rd</sup>  
: Floor  
Atlanta, GA 30319

LYNNA MONELL, Clerk of the Board of Supervisors

By  
: \_\_\_\_\_  
Deputy

Date  
: \_\_\_\_\_

Approved as to Legal Form:

TOM BUNTON, County Counsel  
San Bernardino County, California

By  
: \_\_\_\_\_  
Agnes Cheng, Deputy County Counsel

Date  
: \_\_\_\_\_

**THE FOLLOWING PAGES T-1, FD1, GN-1, LS-1-4, A-1 THROUGH A-9, SP-1 THROUGH SP-7,  
S-1 THROUGH S-2 AND E-1 THROUGH E-6 REPRESENT EXHIBIT “A” FOR THE  
PURPOSES OF THIS LICENSE AGREEMENT**

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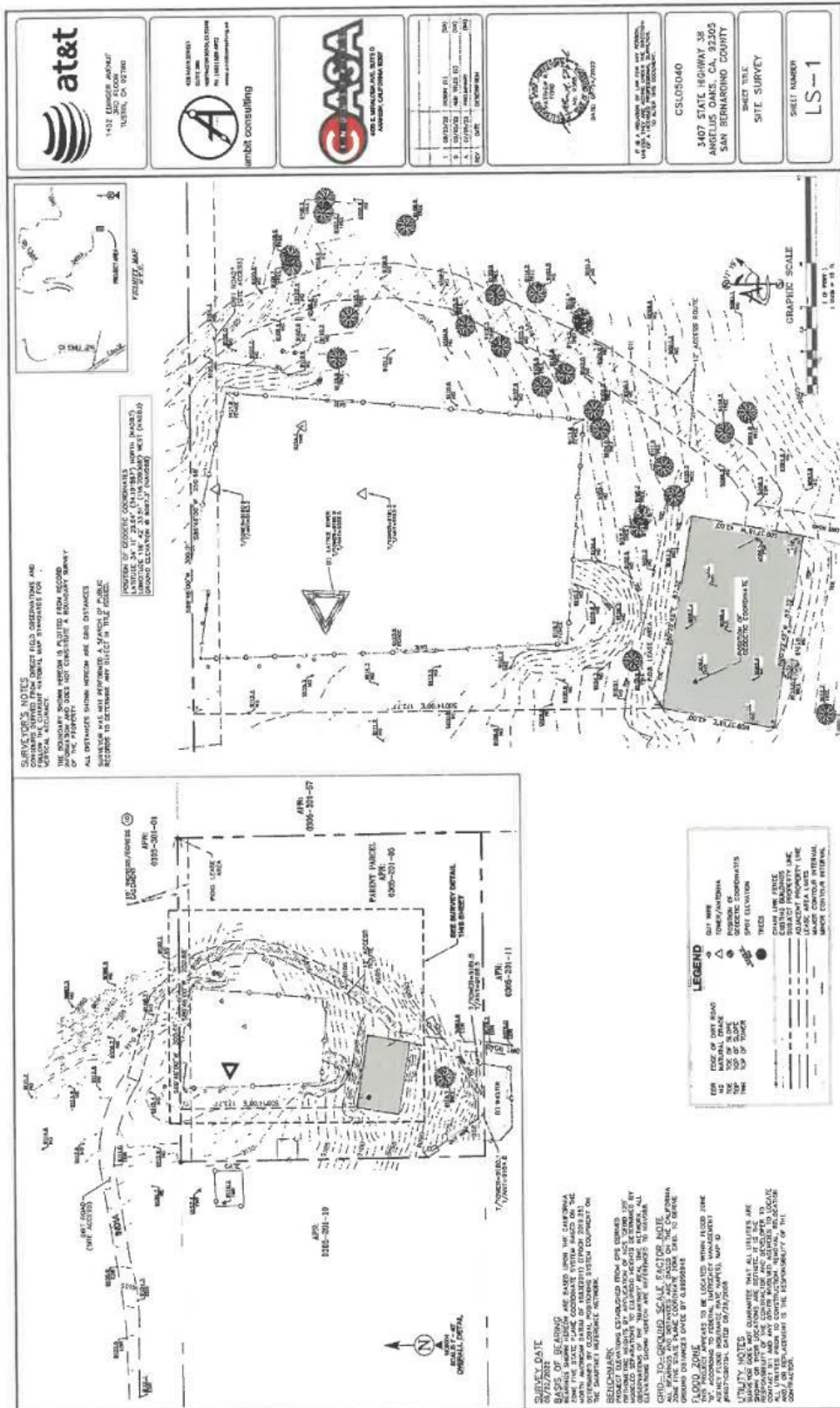
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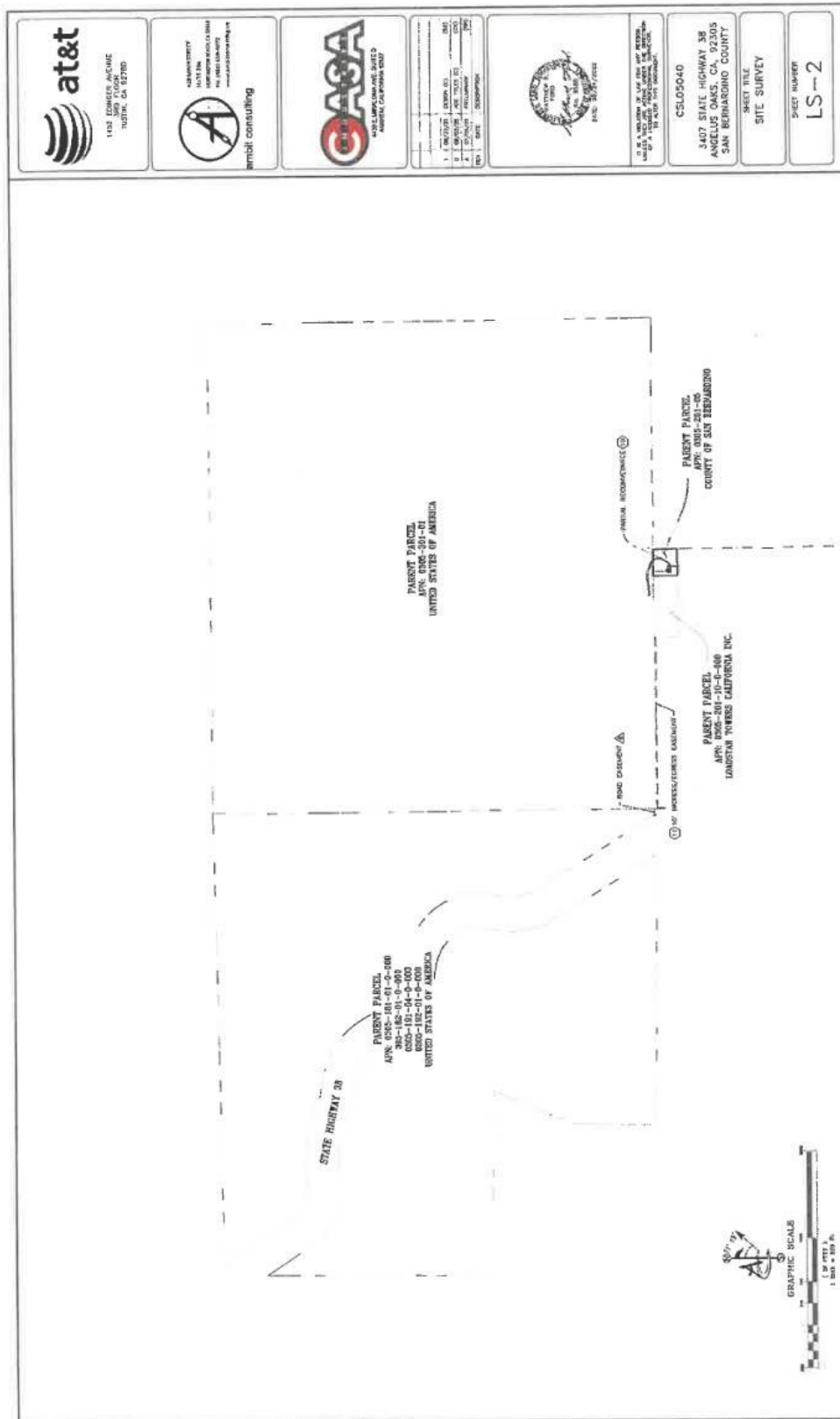


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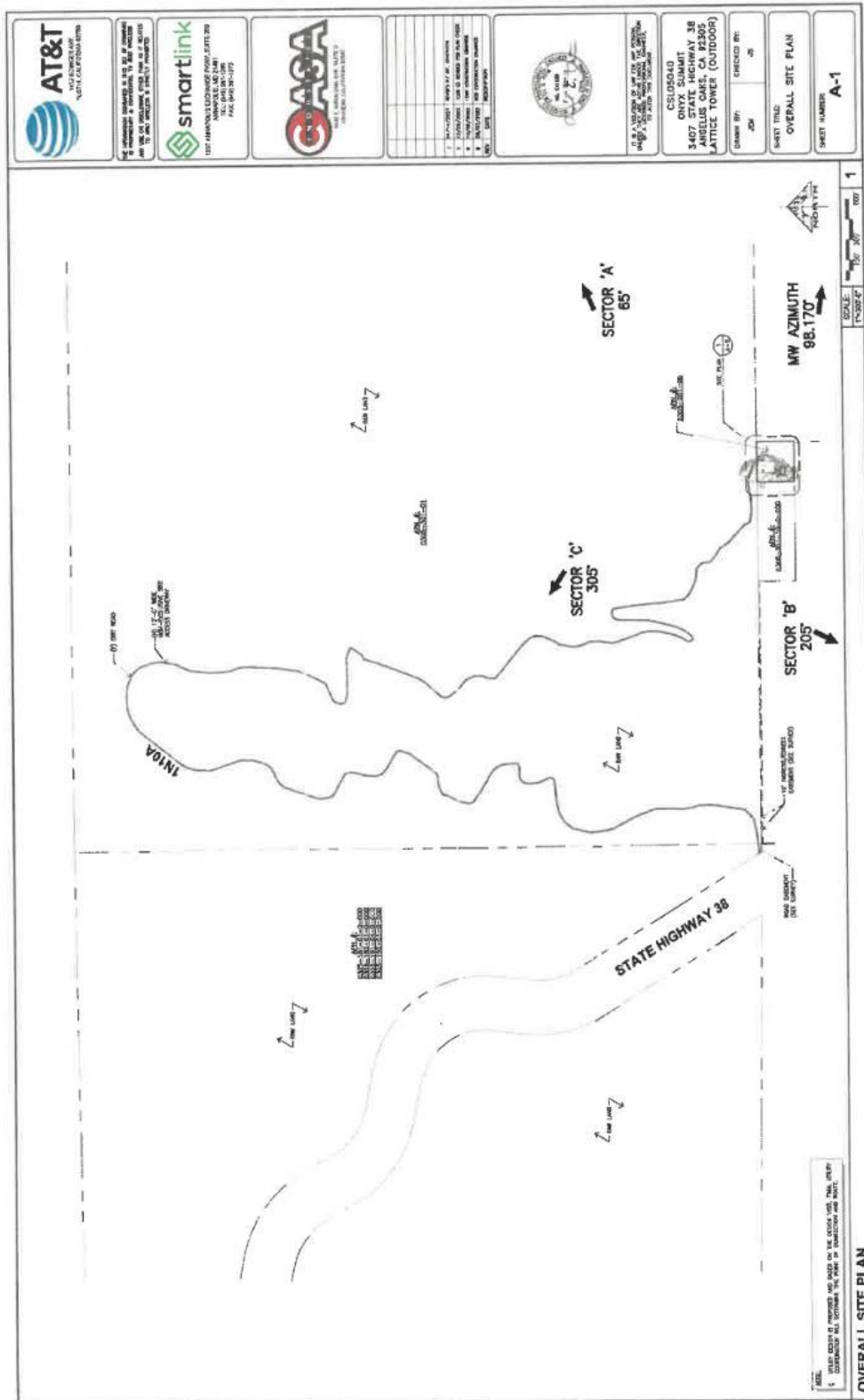


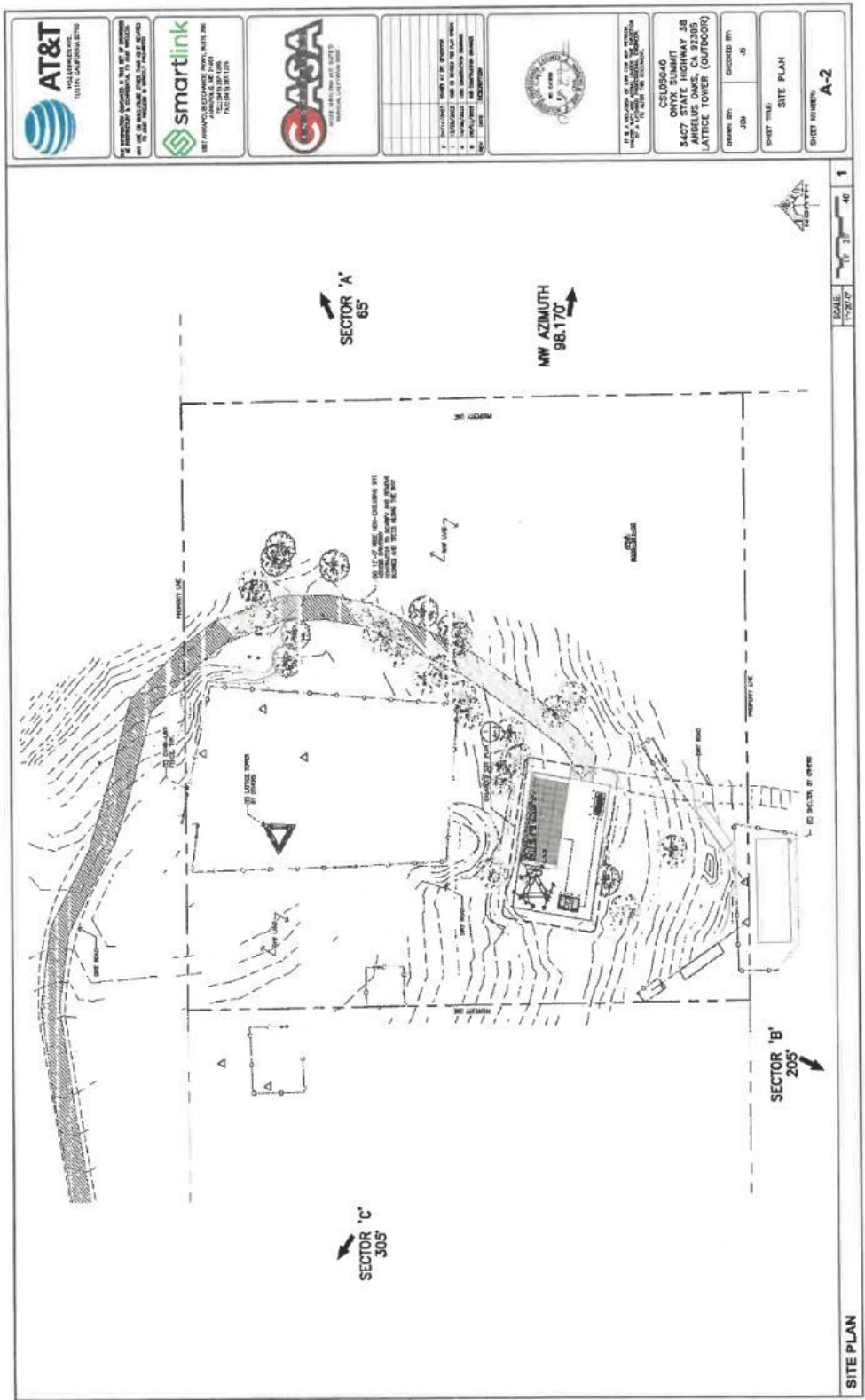



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AT&T  
TELEPHONE COMPANY OF AMERICA  
TELEPHONE SERVICE COMPANY  
TELEPHONE SERVICE COMPANY  
TELEPHONE SERVICE COMPANY




smartlink  
A COMMUNICATIONS COMPANY  
TELEPHONE SERVICE COMPANY  
TELEPHONE SERVICE COMPANY  
TELEPHONE SERVICE COMPANY



CASA  
COMMUNICATIONS AND SYSTEMS  
TELEPHONE SERVICE COMPANY  
TELEPHONE SERVICE COMPANY  
TELEPHONE SERVICE COMPANY

PROJECT NO. 100-1000  
SHEET NO. 100-1000  
DATE 10/1/80  
BY 100-1000  
CHECKED 100-1000  
APPROVED 100-1000



STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES  
CITY OF LOS ANGELES  
REGISTERED PROFESSIONAL ENGINEER  
NO. 100-1000  
EXPIRATION DATE 10/1/80

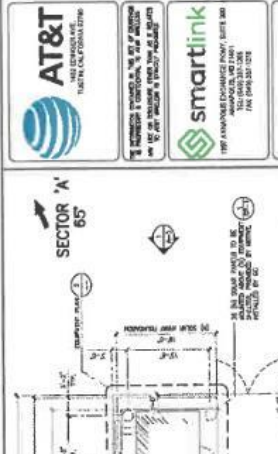
CELISOLCO  
3407 STATE HIGHWAY 38  
ANGELES GMS, CA 92308  
JANTICE TOWER (OUTDOOR)

DESIGNED BY: 100-1000  
CHECKED BY: 100-1000  
DATE: 10/1/80

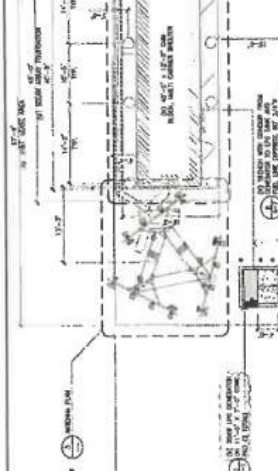
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FOR THE PROJECT: 100-1000  
SHEET NUMBER: 100-1000

A-3

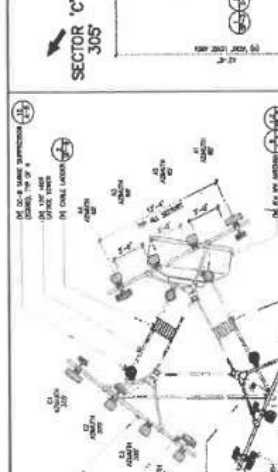
SECTOR 'A' 65°



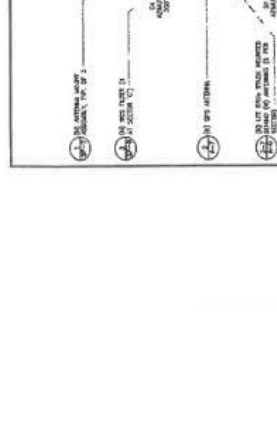
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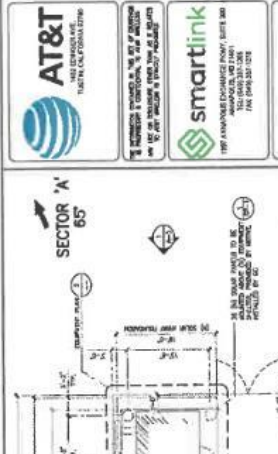
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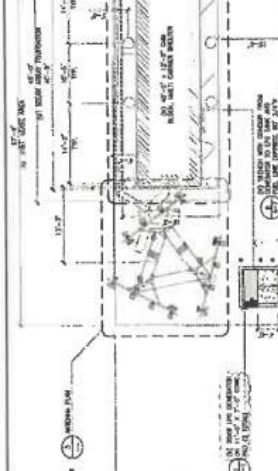
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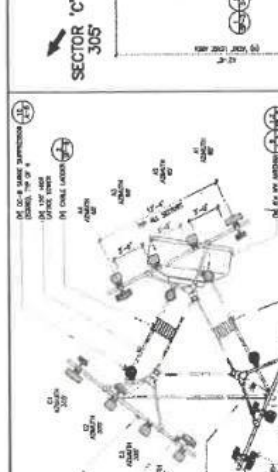
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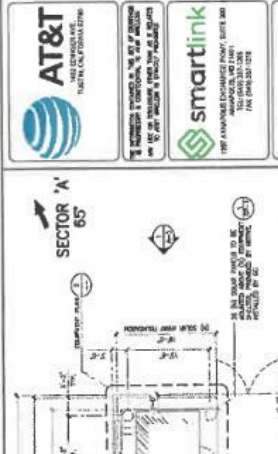
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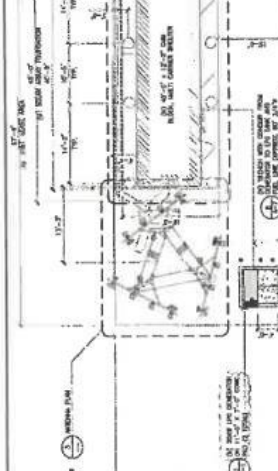
ENLARGED SITE PLAN



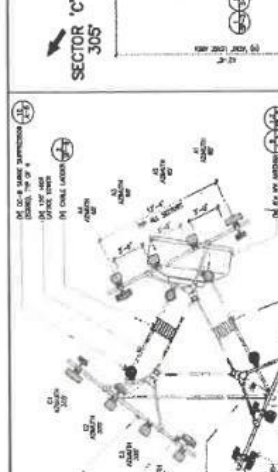
ANTENNA PLAN



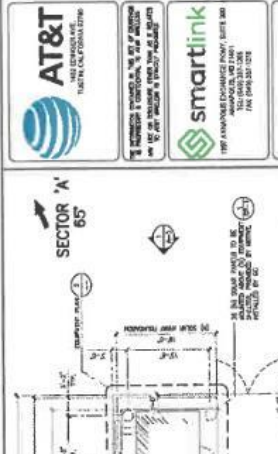
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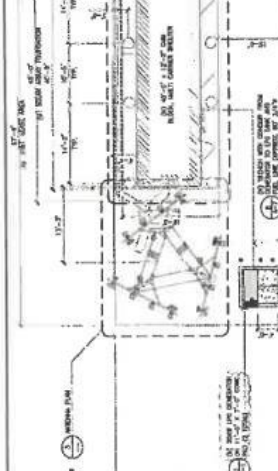
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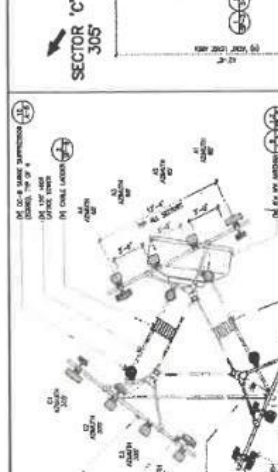
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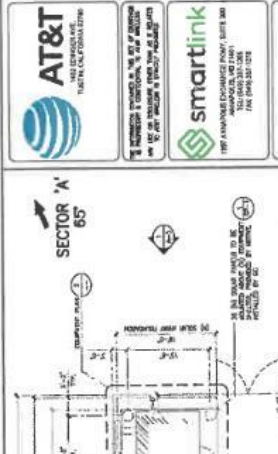
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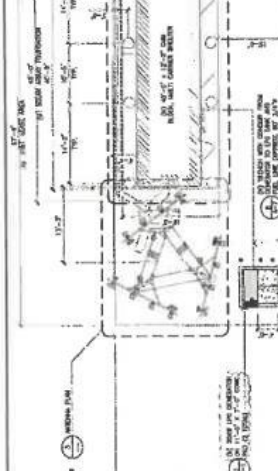
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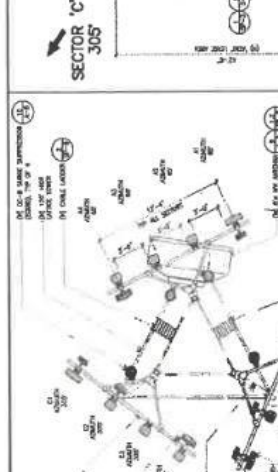
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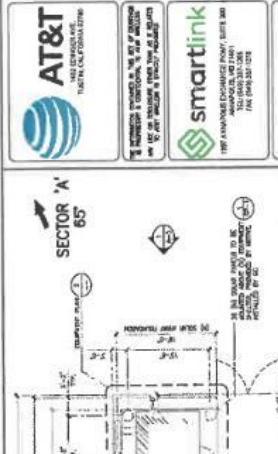
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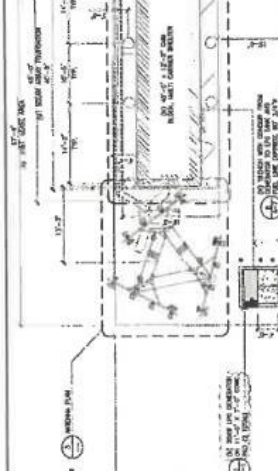
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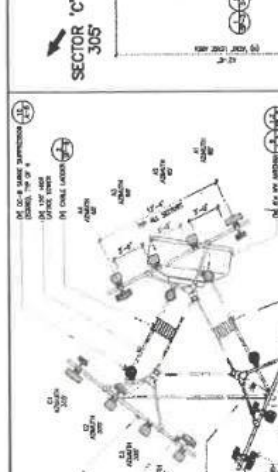
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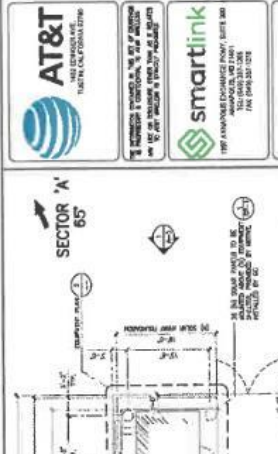
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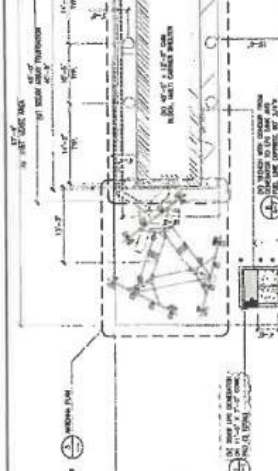
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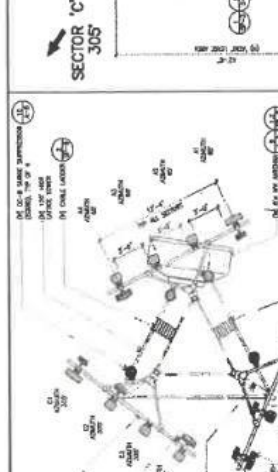
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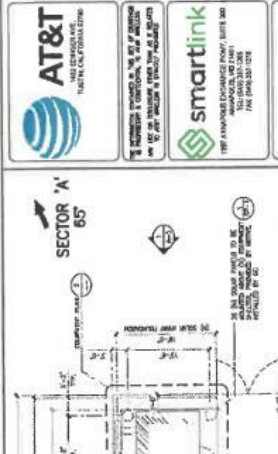
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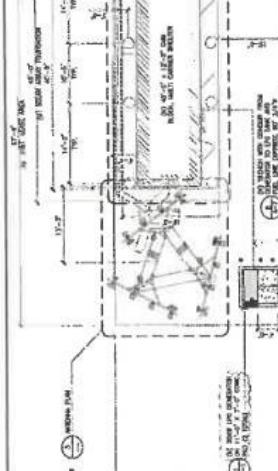
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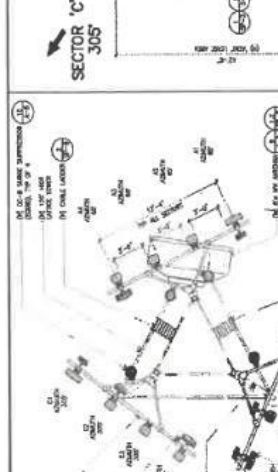
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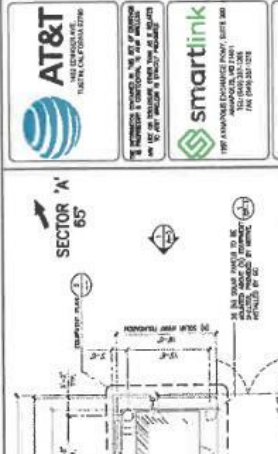
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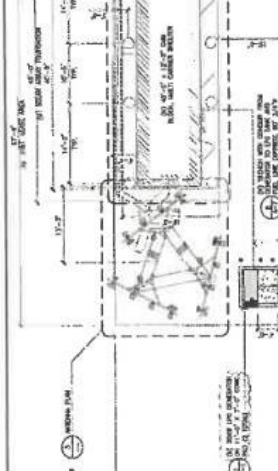
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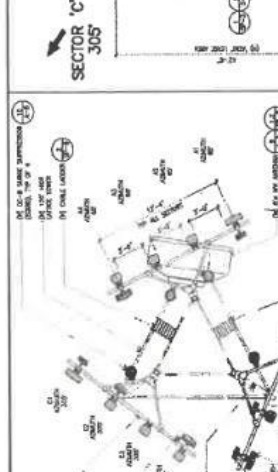
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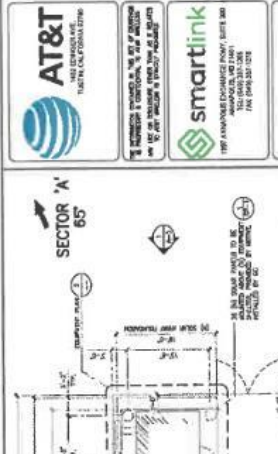
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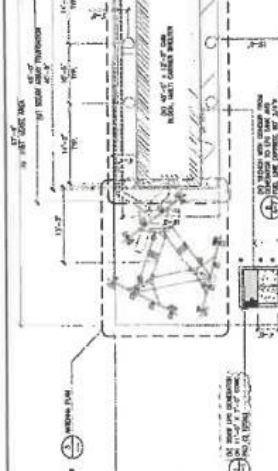
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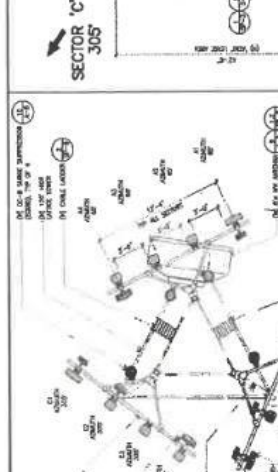
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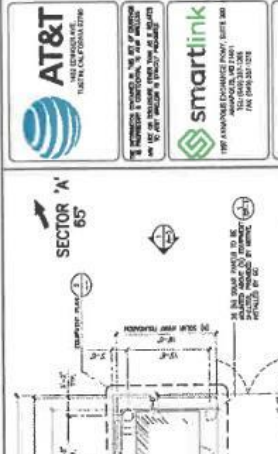
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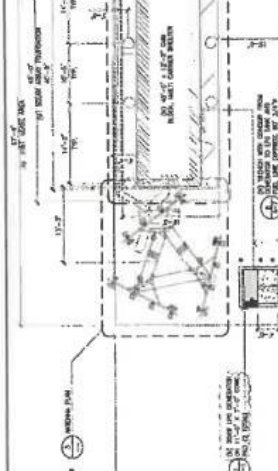
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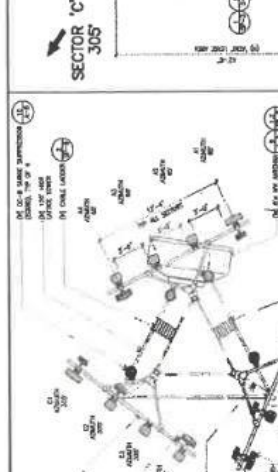
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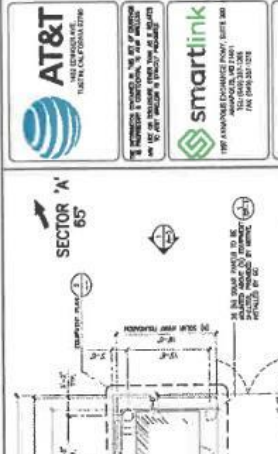
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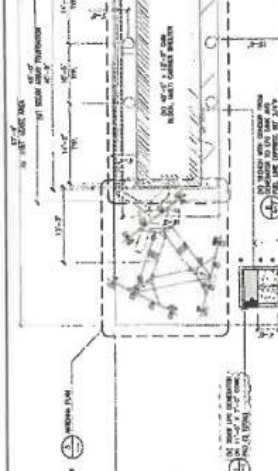
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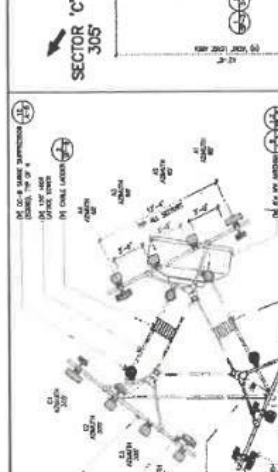
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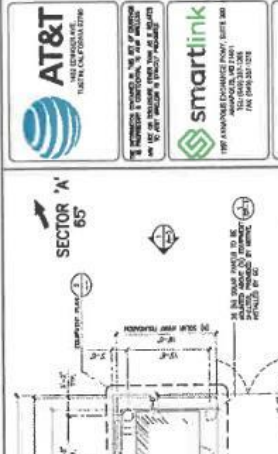
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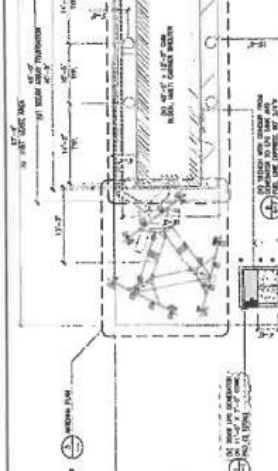
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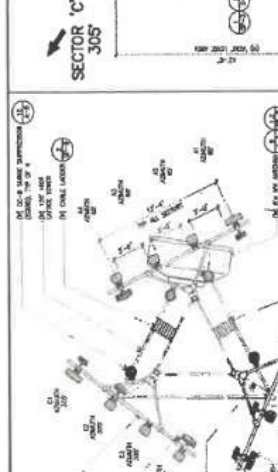
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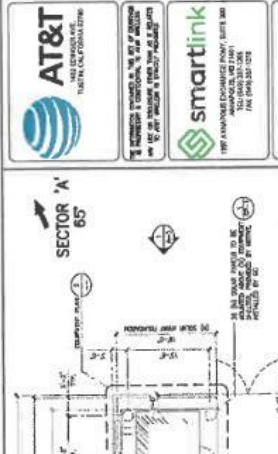
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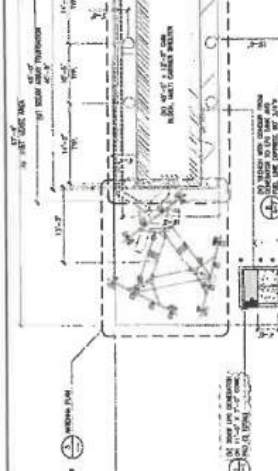
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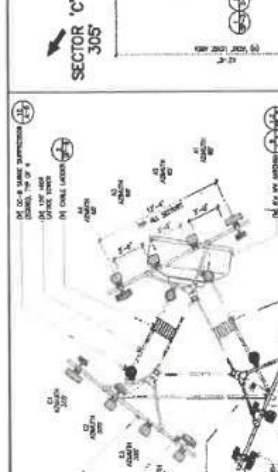
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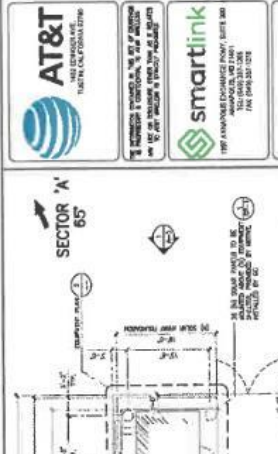
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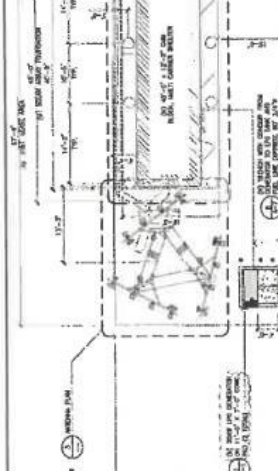
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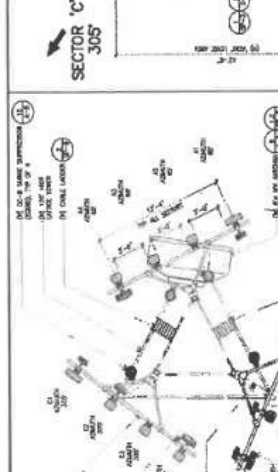
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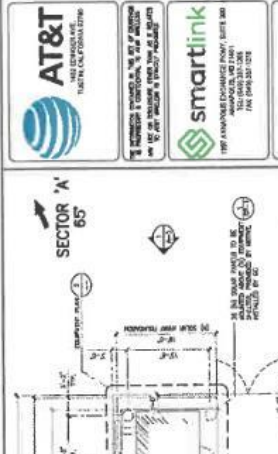
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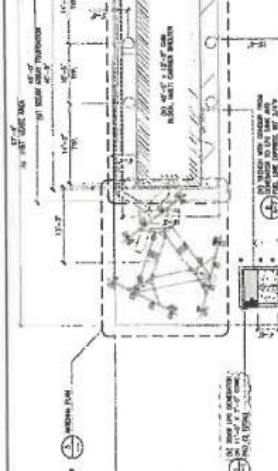
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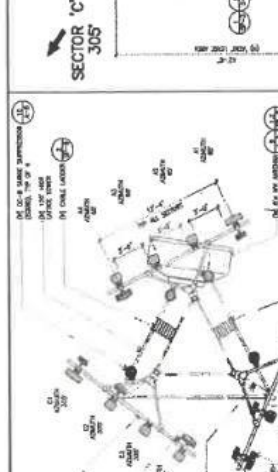
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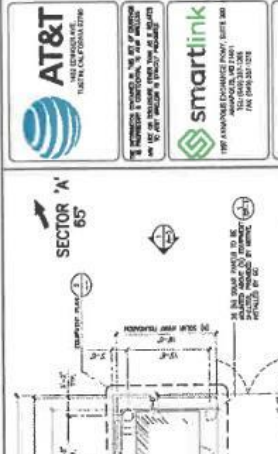
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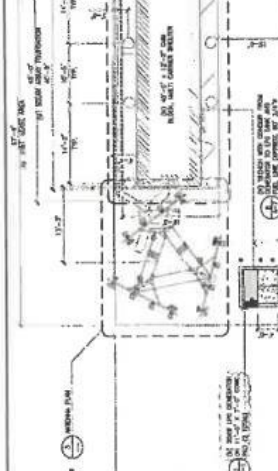
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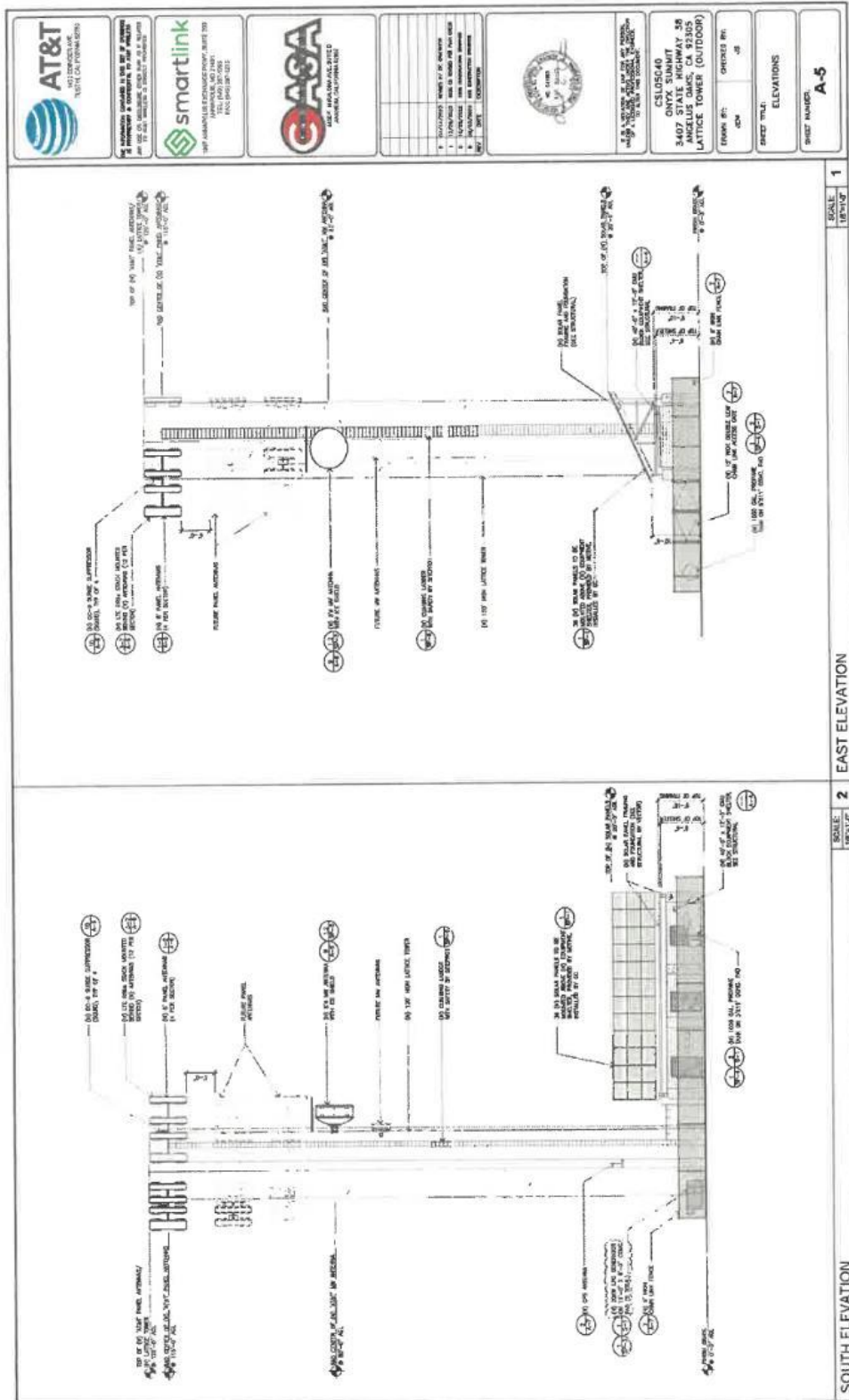


**CASA**  
HISpanic American Leaders  
AMERICAN LEADERSHIP CENTER



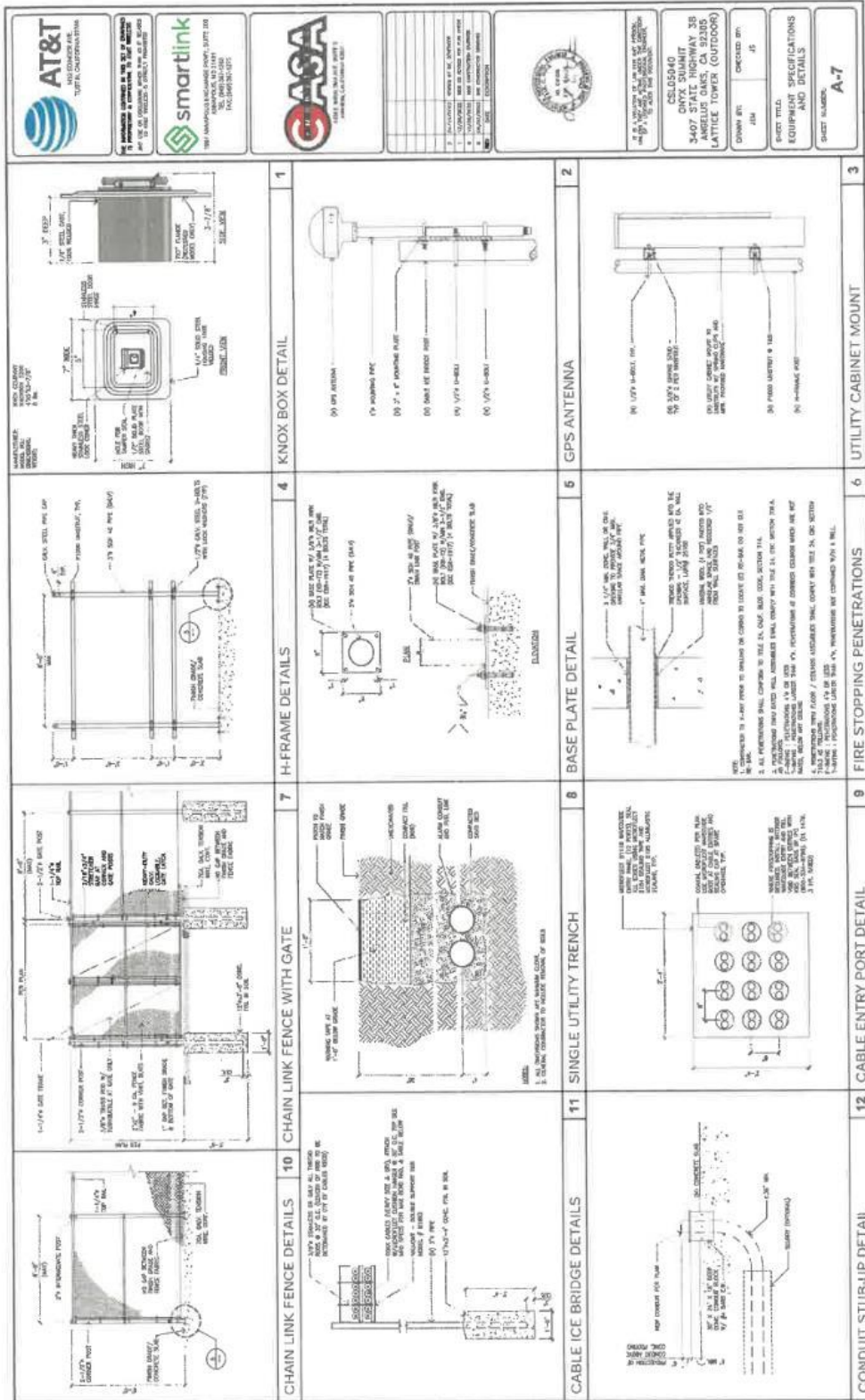
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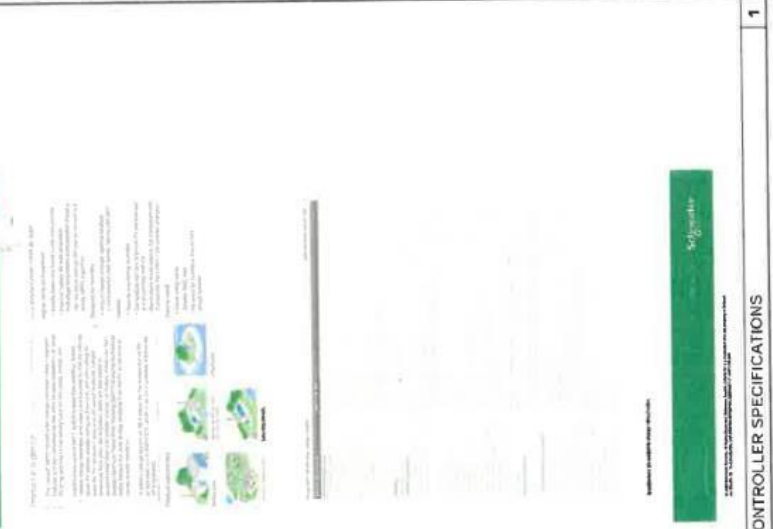








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<div data-bbox="319 1299 550 1652"><p>Schneider</p><h3>Simplified management of solar and storage systems</h3><p><b>Solution 10 is perfect</b> The Schneider Energy Management System (EMS) is the perfect solution for managing your solar and storage systems. It provides a comprehensive overview of your system's performance, allowing you to monitor and control your system in real-time. The EMS is easy to install and use, and it provides a wealth of data and insights that can help you optimize your system's performance and reduce your energy costs.</p><p><b>Energy management system</b> The Schneider Energy Management System (EMS) is a comprehensive solution for managing your solar and storage systems. It provides a central hub for monitoring and controlling your system, allowing you to view real-time data and make adjustments as needed. The EMS is designed to be easy to use, even for non-technical users, and it provides a wealth of data and insights that can help you optimize your system's performance and reduce your energy costs.</p></div> <div data-bbox="550 1299 712 1652"><p><b>Solution 10 is perfect</b> The Schneider Energy Management System (EMS) is the perfect solution for managing your solar and storage systems. It provides a comprehensive overview of your system's performance, allowing you to monitor and control your system in real-time. The EMS is easy to install and use, and it provides a wealth of data and insights that can help you optimize your system's performance and reduce your energy costs.</p><p><b>Energy management system</b> The Schneider Energy Management System (EMS) is a comprehensive solution for managing your solar and storage systems. It provides a central hub for monitoring and controlling your system, allowing you to view real-time data and make adjustments as needed. 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The MPPT is easy to install and use, and it provides a wealth of data and insights that can help you optimize your system's performance and reduce your energy costs.</p></div> <div data-bbox="493 434 1261 959"><p><b>Technical Specifications</b></p><table><tr><th>Parameter</th><th>Value</th></tr><tr><td>Input Voltage (V)</td><td>0-150</td></tr><tr><td>Output Voltage (V)</td><td>12/24</td></tr><tr><td>Max. Output Current (A)</td><td>60</td></tr><tr><td>Max. Power (W)</td><td>1200</td></tr></table><p><b>Dimensions</b></p><table><tr><th>Dimension</th><th>Value</th></tr><tr><td>Length (mm)</td><td>100</td></tr><tr><td>Width (mm)</td><td>50</td></tr><tr><td>Height (mm)</td><td>25</td></tr></table><p><b>Weight</b></p><table><tr><th>Weight (kg)</th><th>Value</th></tr><tr><td>Net Weight</td><td>0.5</td></tr><tr><td>Gross Weight</td><td>0.6</td></tr></table></div>	Parameter	Value	Input Voltage (V)	0-150	Output Voltage (V)	12/24	Max. Output Current (A)	60	Max. Power (W)	1200	Dimension	Value	Length (mm)	100	Width (mm)	50	Height (mm)	25	Weight (kg)	Value	Net Weight	0.5	Gross Weight	0.6	<div data-bbox="319 252 1261 434"><div><p>AT&amp;T SUNNYVALE, CA 94085</p></div><div><p>smartlink 1801 AMERICAN STREET, SUITE 100 SAN JOSE, CA 95128</p></div><div><p>CSA 1101 17th Avenue, Suite 100 Boulder, CO 80502</p></div><div><table><tr><th>NO.</th><th>DESCRIPTION</th><th>DATE</th></tr><tr><td>1</td><td>REVISED</td><td>10/10/00</td></tr><tr><td>2</td><td>REVISED</td><td>10/10/00</td></tr><tr><td>3</td><td>REVISED</td><td>10/10/00</td></tr><tr><td>4</td><td>REVISED</td><td>10/10/00</td></tr><tr><td>5</td><td>REVISED</td><td>10/10/00</td></tr><tr><td>6</td><td>REVISED</td><td>10/10/00</td></tr><tr><td>7</td><td>REVISED</td><td>10/10/00</td></tr><tr><td>8</td><td>REVISED</td><td>10/10/00</td></tr><tr><td>9</td><td>REVISED</td><td>10/10/00</td></tr><tr><td>10</td><td>REVISED</td><td>10/10/00</td></tr></table></div><div><p>SCHNEIDER 3407 ONYX SUITEWAY 3B ANGELES OAKS, CA 92305</p></div><div><p>CSL050640 ONYX SUITEWAY 3B ANGELES OAKS, CA 92305 LATTICE TOWER (OUTDOOR)</p></div><div><table><tr><th>DATE</th><th>BY</th><th>REVISION</th></tr><tr><td>10/10/00</td><td>JS</td><td>1</td></tr></table></div><div><p>SHEET TITLE SPECIFICATIONS</p></div><div><p>SHEET NUMBER SP-5</p></div></div>	NO.	DESCRIPTION	DATE	1	REVISED	10/10/00	2	REVISED	10/10/00	3	REVISED	10/10/00	4	REVISED	10/10/00	5	REVISED	10/10/00	6	REVISED	10/10/00	7	REVISED	10/10/00	8	REVISED	10/10/00	9	REVISED	10/10/00	10	REVISED	10/10/00	DATE	BY	REVISION	10/10/00	JS	1
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Weight (kg)	Value																																																																
Net Weight	0.5																																																																
Gross Weight	0.6																																																																
NO.	DESCRIPTION	DATE																																																															
1	REVISED	10/10/00																																																															
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CONEXT COMBOX SPECIFICATIONS	2	1	SOLAR CHARGER CONTROLLER SPECIFICATIONS																																																														




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AT&T  
TELECOMMUNICATIONS INC.  
10000 N. CENTRAL EXPRESSWAY, SUITE 100  
DALLAS, TEXAS 75243-1696  
TEL: 214/754-4000  
FAX: 214/754-4001





smartlink  
10000 N. CENTRAL EXPRESSWAY, SUITE 100  
DALLAS, TEXAS 75243-1696  
TEL: 214/754-4000  
FAX: 214/754-4001





CAGA  
10000 N. CENTRAL EXPRESSWAY, SUITE 100  
DALLAS, TEXAS 75243-1696  
TEL: 214/754-4000  
FAX: 214/754-4001








































































































































































































 <p>AT&amp;T TWIN, CALIFORNIA 92790</p>	 <p>smartlink NEW LAUREL'S EXCHANGE PARK, SUITE 300 10000 WILSON AVENUE, SUITE 300 TWIN FALLS, ID 83401 TEL: (208) 331-1381 FAX: (208) 331-1376</p>	 <p>CSA CANADIAN STANDARDS ASSOCIATION 1100 SHEPPARD AVENUE EAST, SUITE 300 SCARBOROUGH, ONTARIO M1B 4Y1 CANADA</p>	 <p>UL UNDERWRITERS LABORATORIES 3301 LAKE DRIVE, SUITE 3300 IRVING, TEXAS 75039-2298 TEL: (972) 666-7000 FAX: (972) 666-7000</p>	 <p>UL UNDERWRITERS LABORATORIES 3301 LAKE DRIVE, SUITE 3300 IRVING, TEXAS 75039-2298 TEL: (972) 666-7000 FAX: (972) 666-7000</p>	 <p>UL UNDERWRITERS LABORATORIES 3301 LAKE DRIVE, SUITE 3300 IRVING, TEXAS 75039-2298 TEL: (972) 666-7000 FAX: (972) 666-7000</p>	 <p>UL UNDERWRITERS LABORATORIES 3301 LAKE DRIVE, SUITE 3300 IRVING, TEXAS 75039-2298 TEL: (972) 666-7000 FAX: (972) 666-7000</p>	 <p>UL UNDERWRITERS LABORATORIES 3301 LAKE DRIVE, SUITE 3300 IRVING, TEXAS 75039-2298 TEL: (972) 666-7000 FAX: (972) 666-7000</p>	 <p>UL UNDERWRITERS LABORATORIES 3301 LAKE DRIVE, SUITE 3300 IRVING, TEXAS 75039-2298 TEL: (972) 666-7000 FAX: (972) 666-7000</p>
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**STEBB01 V-EDAME ASSEMBLY V WITH STIFF ARM**

**FIGURE 1: TIE-BACK POSITIONS**

**FIGURE 2: ASSEMBLY VIEWS**

**FIGURE 3: DETAIL A**

**FIGURE 4: DETAIL B**

**FIGURE 5: DETAIL C**

**FIGURE 6: DETAIL D**

**FIGURE 7: DETAIL E**

**FIGURE 8: DETAIL F**

**FIGURE 9: DETAIL G**

**FIGURE 10: DETAIL H**

**FIGURE 11: DETAIL I**

**FIGURE 12: DETAIL J**

**FIGURE 13: DETAIL K**

**FIGURE 14: DETAIL L**

**FIGURE 15: DETAIL M**

**FIGURE 16: DETAIL N**

**FIGURE 17: DETAIL O**

**FIGURE 18: DETAIL P**

**FIGURE 19: DETAIL Q**

**FIGURE 20: DETAIL R**

**FIGURE 21: DETAIL S**

**FIGURE 22: DETAIL T**

**FIGURE 23: DETAIL U**

**FIGURE 24: DETAIL V**

**FIGURE 25: DETAIL W**

**FIGURE 26: DETAIL X**

**FIGURE 27: DETAIL Y**

**FIGURE 28: DETAIL Z**

**FIGURE 29: DETAIL AA**

**FIGURE 30: DETAIL AB**

**FIGURE 31: DETAIL AC**

**FIGURE 32: DETAIL AD**

**FIGURE 33: DETAIL AE**

**FIGURE 34: DETAIL AF**

**FIGURE 35: DETAIL AG**

**FIGURE 36: DETAIL AH**

**FIGURE 37: DETAIL AI**

**FIGURE 38: DETAIL AJ**

**FIGURE 39: DETAIL AK**

**FIGURE 40: DETAIL AL**

**FIGURE 41: DETAIL AM**

**FIGURE 42: DETAIL AN**

**FIGURE 43: DETAIL AO**

**FIGURE 44: DETAIL AP**

**FIGURE 45: DETAIL AQ**

**FIGURE 46: DETAIL AR**

**FIGURE 47: DETAIL AS**

**FIGURE 48: DETAIL AT**

**FIGURE 49: DETAIL AU**

**FIGURE 50: DETAIL AV**

**FIGURE 51: DETAIL AW**

**FIGURE 52: DETAIL AX**

**FIGURE 53: DETAIL AY**

**FIGURE 54: DETAIL AZ**

**FIGURE 55: DETAIL BA**

**FIGURE 56: DETAIL BB**

**FIGURE 57: DETAIL BC**

**FIGURE 58: DETAIL BD**

**FIGURE 59: DETAIL BE**

**FIGURE 60: DETAIL BF**

**FIGURE 61: DETAIL BG**

**FIGURE 62: DETAIL BH**

**FIGURE 63: DETAIL BI**

**FIGURE 64: DETAIL BJ**

**FIGURE 65: DETAIL BK**

**FIGURE 66: DETAIL BL**

**FIGURE 67: DETAIL BM**

**FIGURE 68: DETAIL BN**

**FIGURE 69: DETAIL BO**

**FIGURE 70: DETAIL BP**

**FIGURE 71: DETAIL BQ**

**FIGURE 72: DETAIL BR**

**FIGURE 73: DETAIL BS**

**FIGURE 74: DETAIL BT**

**FIGURE 75: DETAIL BU**

**FIGURE 76: DETAIL BV**

**FIGURE 77: DETAIL BW**

**FIGURE 78: DETAIL BX**

**FIGURE 79: DETAIL BY**

**FIGURE 80: DETAIL BZ**

**FIGURE 81: DETAIL CA**

**FIGURE 82: DETAIL CB**

**FIGURE 83: DETAIL CC**

**FIGURE 84: DETAIL CD**

**FIGURE 85: DETAIL CE**

**FIGURE 86: DETAIL CF**

**FIGURE 87: DETAIL CG**

**FIGURE 88: DETAIL CH**

**FIGURE 89: DETAIL CI**

**FIGURE 90: DETAIL CJ**

**FIGURE 91: DETAIL CK**

**FIGURE 92: DETAIL CL**

**FIGURE 93: DETAIL CM**

**FIGURE 94: DETAIL CN**

**FIGURE 95: DETAIL CO**

**FIGURE 96: DETAIL CP**

**FIGURE 97: DETAIL CQ**

**FIGURE 98: DETAIL CR**

**FIGURE 99: DETAIL CS**

**FIGURE 100: DETAIL CT**

**FIGURE 101: DETAIL CU**

**FIGURE 102: DETAIL CV**

**FIGURE 103: DETAIL CW**

**FIGURE 104: DETAIL CX**

**FIGURE 105: DETAIL CY**

**FIGURE 106: DETAIL CZ**

**FIGURE 107: DETAIL DA**

**FIGURE 108: DETAIL DB**

**FIGURE 109: DETAIL DC**

**FIGURE 110: DETAIL DD**

**FIGURE 111: DETAIL DE**

**FIGURE 112: DETAIL DF**

**FIGURE 113: DETAIL DG**

**FIGURE 114: DETAIL DH**

**FIGURE 115: DETAIL DI**

**FIGURE 116: DETAIL DJ**

**FIGURE 117: DETAIL DK**

**FIGURE 118: DETAIL DL**

**FIGURE 119: DETAIL DM**

**FIGURE 120: DETAIL DN**

**FIGURE 121: DETAIL DO**

**FIGURE 122: DETAIL DP**

**FIGURE 123: DETAIL DQ**

**FIGURE 124: DETAIL DR**

**FIGURE 125: DETAIL DS**

**FIGURE 126: DETAIL DT**

**FIGURE 127: DETAIL DU**

**FIGURE 128: DETAIL DV**

**FIGURE 129: DETAIL DW**

**FIGURE 130: DETAIL DX**

**FIGURE 131: DETAIL DY**

**FIGURE 132: DETAIL DZ**

**FIGURE 133: DETAIL EA**

**FIGURE 134: DETAIL EB**

**FIGURE 135: DETAIL EC**

**FIGURE 136: DETAIL ED**

**FIGURE 137: DETAIL EE**

**FIGURE 138: DETAIL EF**

**FIGURE 139: DETAIL EG**

**FIGURE 140: DETAIL EH**

**FIGURE 141: DETAIL EI**

**FIGURE 142: DETAIL EJ**

**FIGURE 143: DETAIL EK**

**FIGURE 144: DETAIL EL**

**FIGURE 145: DETAIL EM**

**FIGURE 146: DETAIL EN**

**FIGURE 147: DETAIL EO**

**FIGURE 148: DETAIL EP**

**FIGURE 149: DETAIL EQ**

**FIGURE 150: DETAIL ER**

**FIGURE 151: DETAIL ES**

**FIGURE 152: DETAIL ET**

**FIGURE 153: DETAIL EU**

**FIGURE 154: DETAIL EV**

**FIGURE 155: DETAIL EW**

**FIGURE 156: DETAIL EX**

**FIGURE 157: DETAIL EY**

**FIGURE 158: DETAIL EZ**

**FIGURE 159: DETAIL FA**

**FIGURE 160: DETAIL FB**

**FIGURE 161: DETAIL FC**

**FIGURE 162: DETAIL FD**

**FIGURE 163: DETAIL FE**

**FIGURE 164: DETAIL FF**

**FIGURE 165: DETAIL FG**

**FIGURE 166: DETAIL FH**

**FIGURE 167: DETAIL FI**

**FIGURE 168: DETAIL FJ**

**FIGURE 169: DETAIL FK**

**FIGURE 170: DETAIL FL**

**FIGURE 171: DETAIL FM**

**FIGURE 172: DETAIL FN**

**FIGURE 173: DETAIL FO**

**FIGURE 174: DETAIL FP**

**FIGURE 175: DETAIL FQ**

**FIGURE 176: DETAIL FR**

**FIGURE 177: DETAIL FS**

**FIGURE 178: DETAIL FT**

**FIGURE 179: DETAIL FU**

**FIGURE 180: DETAIL FV**

**FIGURE 181: DETAIL FW**

**FIGURE 182: DETAIL FX**

**FIGURE 183: DETAIL FY**

**FIGURE 184: DETAIL FZ**

**FIGURE 185: DETAIL GA**

**FIGURE 186: DETAIL GB**

**FIGURE 187: DETAIL GC**

**FIGURE 188: DETAIL GD**

**FIGURE 189: DETAIL GE**

**FIGURE 190: DETAIL GF**

**FIGURE 191: DETAIL GG**

**FIGURE 192: DETAIL GH**

**FIGURE 193: DETAIL GI**

**FIGURE 194: DETAIL GJ**

**FIGURE 195: DETAIL GK**

**FIGURE 196: DETAIL GL**

**FIGURE 197: DETAIL GM**

**FIGURE 198: DETAIL GN**

**FIGURE 199: DETAIL GO**

**FIGURE 200: DETAIL GP**

**FIGURE 201: DETAIL GQ**

**FIGURE 202: DETAIL GR**

**FIGURE 203: DETAIL GS**

**FIGURE 204: DETAIL GT**

**FIGURE 205: DETAIL GU**

[illegible]

[illegible]

[illegible]



 <b>AT&amp;T</b> <small>TELECOMMUNICATIONS TOLL FREE 800-551-5151</small>	 <b>smartlink</b> <small>1801 UNIVERSITY COLLEGE DRIVE, SUITE 100 ANN ARBOR, MI 48106 TEL (313) 761-1570 FAX (313) 761-1578</small>	 <b>CASA</b> <small>WHEEL BRIDGE AND RAIL CONSTRUCTION GROUP</small>	 <small>2000</small>	<small>IT IS A VIOLATION OF THE LAW TO REPRODUCE OR TRANSMIT THIS INFORMATION WITHOUT THE WRITTEN PERMISSION OF THE ORIGINAL AUTHOR.</small>	<small>CSL05040 CITY OF LOS ANGELES 3407 STATE HIGHWAY 38 ANGELES DAMS, CA 92305 LATTICE TOWER (OUTDOOR)</small>	<small>CHANG BY: JCM CHECKED BY: JCM</small>	<small>SHEET TITLE: SPECIFICATIONS</small>	<small>SHEET NUMBER: SP-9</small>																				
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> </div> <div style="width: 50%;"> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; vertical-align: top;"> <p><b>REVISIONS</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> <tr> <td>1</td> <td>05/01/00</td> <td>ISSUED FOR BIDDING</td> </tr> <tr> <td>2</td> <td>05/01/00</td> <td>FOR CONSTRUCTION</td> </tr> <tr> <td>3</td> <td>05/01/00</td> <td>FOR CONSTRUCTION</td> </tr> <tr> <td>4</td> <td>05/01/00</td> <td>FOR CONSTRUCTION</td> </tr> <tr> <td>5</td> <td>05/01/00</td> <td>FOR CONSTRUCTION</td> </tr> </table> </td> <td style="width: 50%; vertical-align: top;"> <p><b>NOTES</b></p> <ol style="list-style-type: none"> <li>1. ALL DIMENSIONS ARE IN FEET AND INCHES.</li> <li>2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.</li> <li>3. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.</li> <li>4. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.</li> <li>5. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.</li> </ol> </td> </tr> </table> </div> </div>									<p><b>REVISIONS</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> <tr> <td>1</td> <td>05/01/00</td> <td>ISSUED FOR BIDDING</td> </tr> <tr> <td>2</td> <td>05/01/00</td> <td>FOR CONSTRUCTION</td> </tr> <tr> <td>3</td> <td>05/01/00</td> <td>FOR CONSTRUCTION</td> </tr> <tr> <td>4</td> <td>05/01/00</td> <td>FOR CONSTRUCTION</td> </tr> <tr> <td>5</td> <td>05/01/00</td> <td>FOR CONSTRUCTION</td> </tr> </table>	NO.	DATE	DESCRIPTION	1	05/01/00	ISSUED FOR BIDDING	2	05/01/00	FOR CONSTRUCTION	3	05/01/00	FOR CONSTRUCTION	4	05/01/00	FOR CONSTRUCTION	5	05/01/00	FOR CONSTRUCTION	<p><b>NOTES</b></p> <ol style="list-style-type: none"> <li>1. ALL DIMENSIONS ARE IN FEET AND INCHES.</li> <li>2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.</li> <li>3. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.</li> <li>4. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.</li> <li>5. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.</li> </ol>
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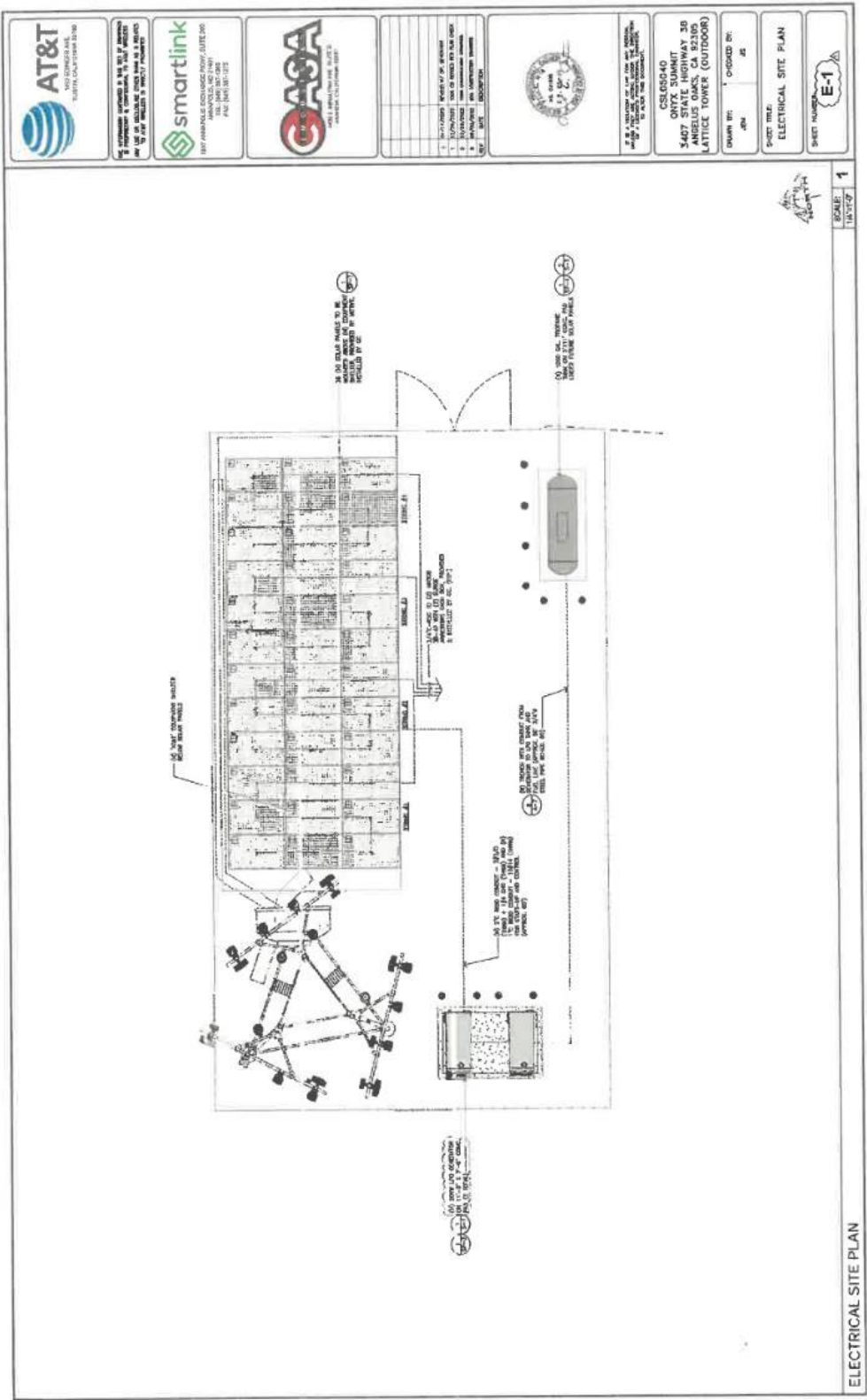
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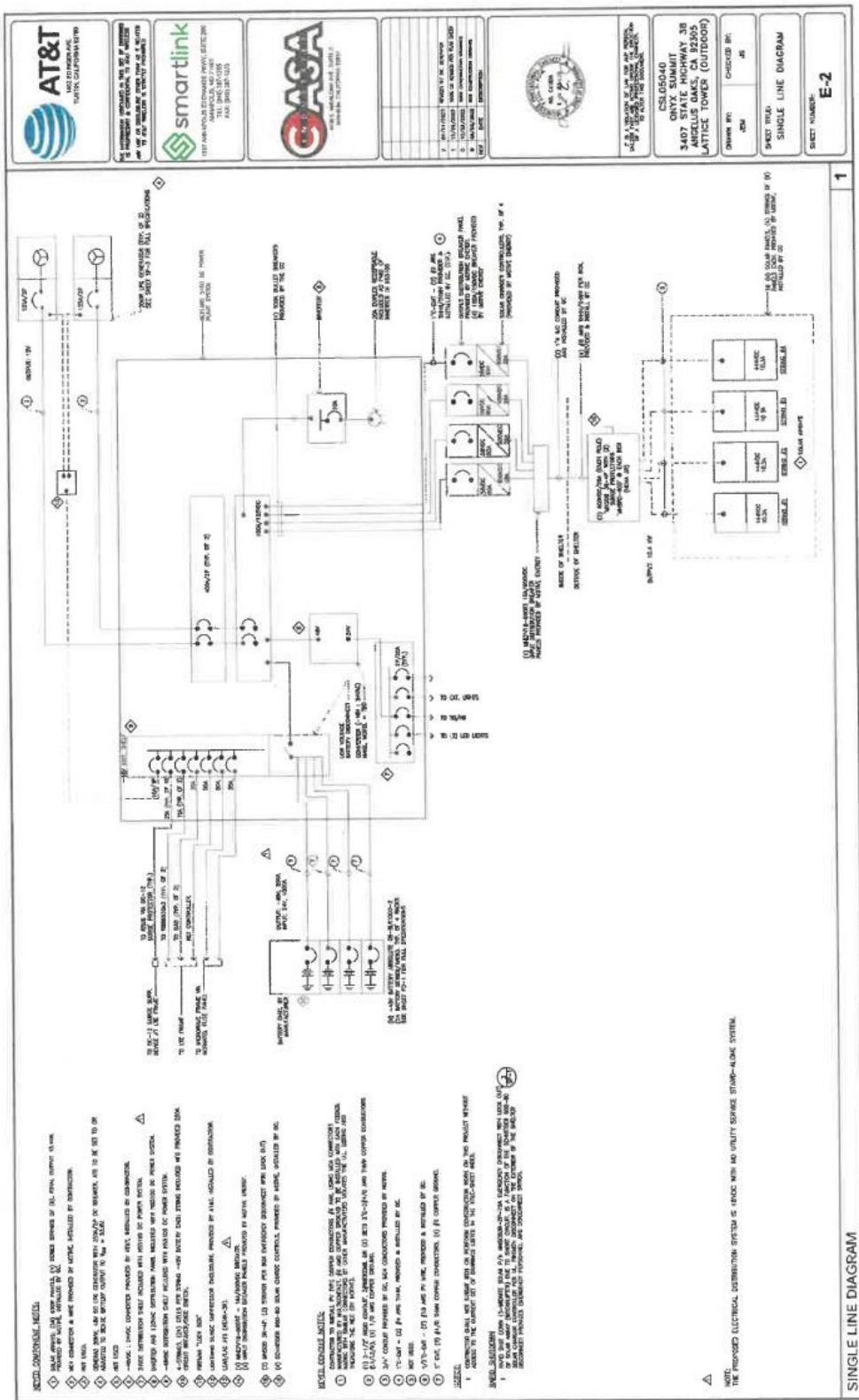
**CWU SHELTER PLAN**

**FOUNDATION PLAN**

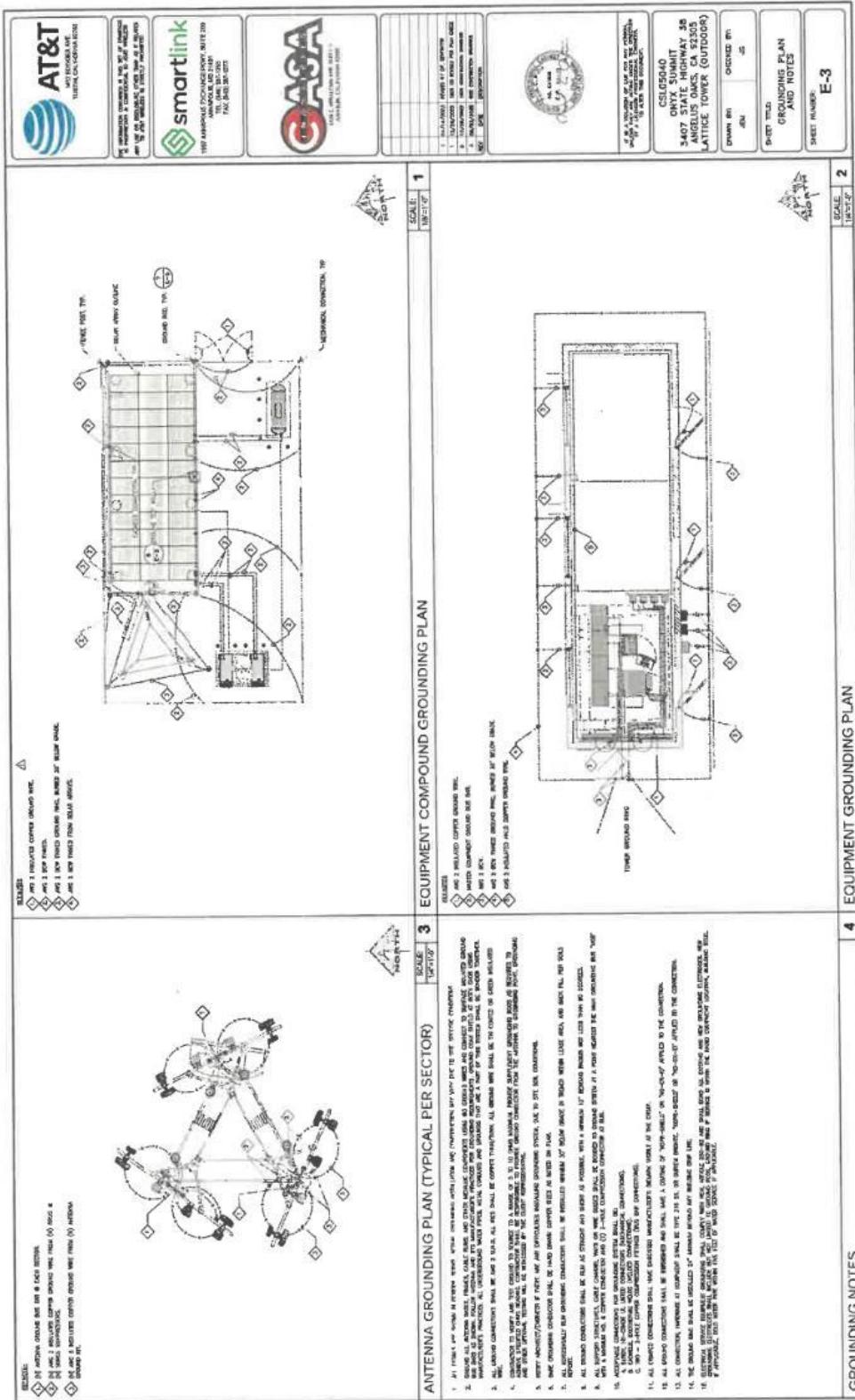
**DETAILS:**

- 1. SECTION THROUGH WALL:** Shows a cross-section of the wall with dimensions and material specifications.
- 2. SECTION THROUGH ROOF:** Shows a cross-section of the roof with dimensions and material specifications.
- 3. SECTION THROUGH WALL:** Shows a cross-section of the wall with dimensions and material specifications.
- 4. SECTION THROUGH WALL:** Shows a cross-section of the wall with dimensions and material specifications.
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- 9. SECTION THROUGH WALL:** Shows a cross-section of the wall with dimensions and material specifications.
- 10. SECTION THROUGH WALL:** Shows a cross-section of the wall with dimensions and material specifications.









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[illegible]



[illegible]

[illegible]

**PROJECT INFORMATION**

Client: [REDACTED]  
 Project: [REDACTED]  
 Date: [REDACTED]  
 Drawn by: [REDACTED]  
 Checked by: [REDACTED]  
 Title: [REDACTED]

**TOWER ELEVATION VIEW (NO SCALE)**

14 ft tower base width  
 8 ft tower top width

**TOWER PLAN VIEW (NO SCALE)**

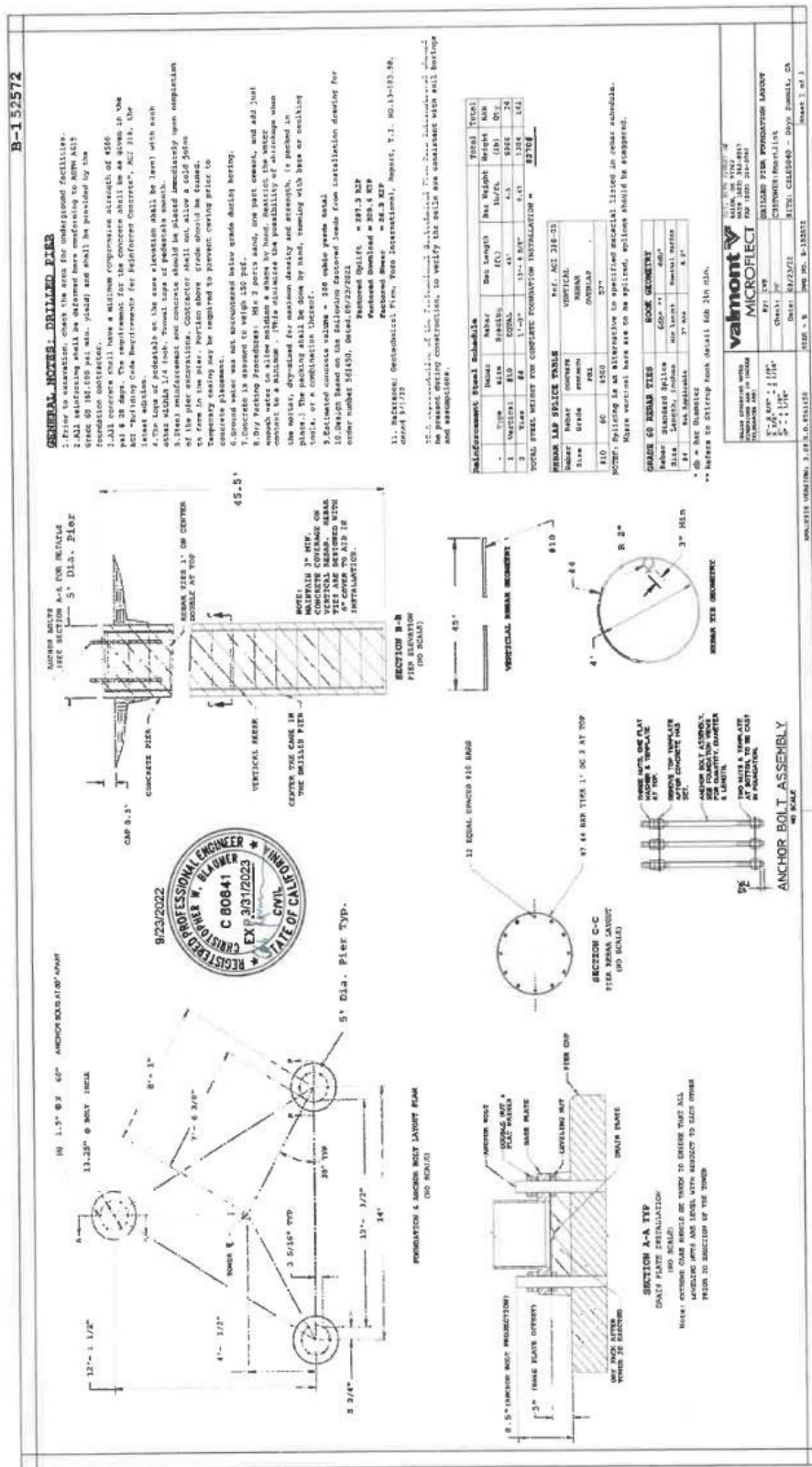
14 ft tower base width  
 8 ft tower top width

**SECTION VIEW (NO SCALE)**

14 ft tower base width  
 8 ft tower top width

**NOTES:**

1. Tower structure is to be constructed of steel.
2. Tower base width is 14 ft.
3. Tower top width is 8 ft.
4. Tower height is 120 ft.
5. Tower weight is 10,000 lbs.
6. Tower wind load is 100 psf.
7. Tower seismic load is 0.2g.
8. Tower foundation is to be designed for these loads.
9. Tower structure is to be painted with a protective coating.
10. Tower structure is to be erected in accordance with the erection plan.







**EXHIBIT "B"**  
LICENSEE's AUTHORIZED EQUIPMENT

1. One (1) 120' Lattice work antenna tower
2. Twelve (12) 8' panel antennas; four (4) per sector
3. Thirty-six (36) Remote Radio Units (RRUs); twelve (12) per sector
4. One (1) Eight-foot diameter microwave (MW) antenna
5. One (1) GPS antenna
6. One (1) Emerson power cabinet
7. Four (4) Purcell cabinets
8. Four (4) equipment racks
9. Thirty-six (36) Solar panels
10. Twenty-four (24) GS-SLR1000-2 batteries
11. Three (3) DC-12s
12. Four (4) DC-9 surge suppressors
13. Two (2) Polar 15 KW DC Generators
14. One (1) 1,000 gallon propane tank mounted on concrete slab
15. One (1) 6' tall chain link perimeter fence
16. One (1) 12' wide non-exclusive access route road



**EXHIBIT "C"**  
**LIST OF FORMER COUNTY ADMINISTRATIVE OFFICIALS**

**INSTRUCTIONS:** List the full name of the Former COUNTY Administrative Official as defined in Paragraph 36, the title/description of the official's last position with the COUNTY, the date the official terminated COUNTY employment, the official's current employment and/or representative capacity with the LICENSEE , the date the official entered LICENSEE's employment and/or representation.

**OFFICIAL'S NAME:**

**REQUIRED INFORMATION**

AT&T does not have any former county employees that works for AT&T and specifically on this project

To the best of LICENSEE'S knowledge, LICENSEE is not aware that there are any such Former COUNTY Administrative Officials.

**LICENSEE:**

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

**By: AT&T Mobility Corporation, its Manager**

By:  
(Name)  
(Title)

Date:



## **EXHIBIT "D"**

### **POLITICAL CONTRIBUTIONS**

#### **Campaign Contribution Disclosure (Senate Bill 1439)**

#### **DEFINITIONS**

Actively supporting the matter: (a) Communicate directly with a member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, District Attorney, Auditor-Controller/Treasurer/Tax Collector] for the purpose of influencing the decision on the matter; or (b) testifies or makes an oral statement before the County in a proceeding on the matter for the purpose of influencing the County's decision on the matter; or (c) communicates with County employees, for the purpose of influencing the County's decision on the matter; or (d) when the person/company's agent lobbies in person, testifies in person or otherwise communicates with the Board or County employees for purposes of influencing the County's decision in a matter.

Agent: A third-party individual or firm who, for compensation, is representing a party or a participant in the matter submitted to the Board of Supervisors. If an agent is an employee or member of a third-party law, architectural, engineering or consulting firm, or a similar entity, both the entity and the individual are considered agents.

Otherwise related entity: An otherwise related entity is any for-profit organization/company which does not have a parent-subsidary relationship but meets one of the following criteria:

- (1) One business entity has a controlling ownership interest in the other business entity;
- (2) there is shared management and control between the entities; or
- (3) a controlling owner (50% or greater interest as a shareholder or as a general partner) in one entity also is a controlling owner in the other entity.

For purposes of (2), "shared management and control" can be found when the same person or substantially the same persons own and manage the two entities; there are common or commingled funds or assets; the business entities share the use of the same offices or employees, or otherwise share activities, resources, or personnel on a regular basis; or there is otherwise a regular and close working relationship between the entities.

Parent-Subsidiary Relationship: A parent-subsidiary relationship exists when one corporation has more than 50 percent of the voting power of another corporation.

**LICENSEE must respond to the questions on the following page. If a question does not apply respond N/A or Not Applicable.**

1. Name of LICENSEE: New Cingular Wireless PCS, LLC a Delaware

2. Is the entity listed in Question No. 1 a non-profit organization under Internal Revenue Code section 501(c)(3)?  
 Yes ☐ If yes, skip Question Nos. 3 - 4 and go to Question No. 5.  
 No ☒

3. Name of Principal (i.e., CEO/President) of entity listed in Question No. 1, if the individual actively supports the matter and has a financial interest in the decision: David Christopher - Current President of AT&T Mobility

4. If the entity identified in Question No.1 is a corporation held by 35 or less shareholders, and not publicly traded ("closed corporation"), identify the major shareholder(s): N/A

5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):

Company Name	Relationship
N/A	N/A
N/A	N/A

6. Name of agent(s) of LICENSEE:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)
Smartlink	Will Kazimi obo AT&T Mobility	N/A

7. Name of Subcontractor(s) (including Principal and Agent(s)) that will be providing services/work under the awarded contract if the subcontractor (1) actively supports the matter and (2) has a financial interest in the decision and (3) will be possibly identified in the contract with the County or board governed special district:

Company Name	Subcontractor(s):	Principal and/or Agent(s):
N/A	N/A	N/A
N/A	N/A	N/A

8. Name of any known individuals/companies who are not listed in Questions 1-7, but who may (1) actively support or oppose the matter submitted to the Board and (2) have a financial interest in the outcome of the decision:

Company Name	Individual(s) Name
N/A	N/A
N/A	N/A

9. Was a campaign contribution, of more than \$250, made to any member of the San Bernardino County Board of Supervisors or other County elected officer within the prior 12 months, by any of the individuals or entities listed in Question Nos. 1-8?

No ☒ If no, please skip Question No. 10.

Yes ☐ If yes, please continue to complete this form.

10. Name of Board of Supervisor Member or other County elected officer: \_\_\_\_\_

Name of Contributor: \_\_\_\_\_

Date(s) of Contribution(s): \_\_\_\_\_

Amount(s): \_\_\_\_\_

Please add an additional sheet(s) to identify additional Board Members or other County elected officers to whom anyone listed made campaign contributions.

By signing below, LICENSEE certifies that the statements made herein are true and correct. LICENSEE understands that the individuals and entities listed in Question Nos. 1-8 are prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer while this matter is pending and for 12 months after a final decision is made by the County.

Signature **Will** \_\_\_\_\_

Print Name **Kazimi**

Digitally signed by \_\_\_\_\_  
Date

**Will Kazimi**

Date: **2024.08.08** \_\_\_\_\_  
Print Entry Name, if applicable

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