

AMENDED AND RESTATED SITE LEASE

THIS AMENDED AND RESTATED SITE LEASE (this "**Lease**") dated as of the last of the signature dates below ("**Effective Date**"), is by and between the City of Hercules, a municipal corporation ("**Landlord**"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company ("**Tenant**").

BACKGROUND

A. Landlord owns that certain plot, parcel or tract of land, as legally described on **Exhibit A**, together with all rights and privileges arising in connection therewith, located in the City of Hercules, County of Contra Costa, State of California 94547 [APN: 407-290-007] (collectively, the "**Property**"). Tenant desires to use a portion of the Property in connection with its federally licensed communications business to provide space for certain of Tenant's equipment necessary or advisable for the operation of its antennas and associated communications fixtures and equipment installed or to be installed on a tower antenna structure (the "**Tower**") owned by Pacific Gas and Electric Company, a California corporation ("**PG&E**"), which Tower is located on the Property. Landlord desires to grant to Tenant the right to use a portion of the Property in accordance with this Lease.

B. Landlord and Tenant entered into that certain Site Lease With Option with an effective date of March 11, 2009 ("**Existing Lease**") for use of the Property.

C. As of the Commencement Date (as defined in Section 2, Term, below), it is the intent of Landlord and Tenant to amend, restate and supersede all of the terms, covenants and conditions of the Existing Lease in their entirety with the terms, covenants, and conditions of this Lease as hereinbelow set forth.

AGREEMENT

1. Lease of Premises. Landlord hereby leases to Tenant a certain portion of the Property containing approximately four hundred seventy-seven (477) square feet including the air space above such ground space, as described on attached **Exhibit B** (the "**Premises**") for the placement of Tenant's Wireless Communication Facility (as defined in Section 5, Permitted Use, below) and grants such easements as are necessary for installation of all equipment required or advisable to connect Tenant's antennas located on the Tower owned PG&E with the Wireless Communication Facility.
2. Term. The initial term of this Lease shall be five (5) years ("**Initial Term**"), commencing on April 1, 2018 (the "**Commencement Date**") and terminating at midnight on March 31, 2023.
3. Renewal. Tenant shall have the right to extend this Lease for one (1) additional five (5) year term (the "**Renewal Term**") on the same terms and conditions as set forth herein. This Lease shall automatically renew for the Renewal Term, unless Tenant notifies Landlord, in writing, of Tenant's intention not to renew this Lease at least thirty (30) days prior to the expiration of the Initial Term, or if Tenant is in default under this Lease beyond any applicable notice and cure period on the date that is thirty (30) days prior to the expiration of the Initial Term. If Tenant shall remain in possession of the Premises at the expiration of this Lease without a written agreement, such tenancy shall be deemed a month-to-month tenancy under the same terms and conditions of this Lease, including the annual increase in Rent provision set forth in Section 4(b) below, which annual increase in Rent shall not require notice by Landlord to Tenant. The Initial Term and the Renewal Term, if exercised, are hereinafter collectively referred to as the "**Term**".

4. Rent.

(a) From and after the Commencement Date, Tenant shall pay Landlord or Landlord's designee, as rent, Two Thousand Five Hundred and No/100 Dollars (\$2,500.00) per month ("**Rent**"). The first payment of Rent shall be due within thirty (30) days following the Commencement Date and shall be prorated based on the days remaining in the month following the Commencement Date, and thereafter Rent will be payable monthly in advance by the fifth (5th) day of each calendar month to Landlord at the address specified in Section 12, Notices, below. If this Lease is terminated for any reason at a time other than on the last day of a month, Rent shall be prorated as of the date of termination and all prepaid Rent shall be immediately refunded to Tenant.

(b) Annually and automatically without notification, on each anniversary of the Commencement Date during the Term, the then current base Rent shall be automatically increased (without the need for Landlord to notify Tenant of such automatic increase) by the greater of (i) three percent (3%) over the monthly Rent paid during the previous year, or (ii) any percentage increase which occurred in the Consumer Price Index (CPI) for the San Francisco - Oakland - San Jose Metropolitan Statistical Area during the preceding year period, provided, however, that in no event shall an increase in the monthly Rent exceed four percent (4%) over the monthly Rent paid for the immediately preceding year.

(c) In the event of any additions, changes or modifications of or to Tenant's equipment that increase the size of the footprint of the Premises, Landlord shall have the right to increase the Rent by an amount equal to the then-current per square foot rental rate charged by Landlord to Tenant times the square footage of the ground space area in excess of the original footprint of the Premises leased by Landlord to Tenant hereunder.

5. Permitted Use. The Premises may be used by Tenant for the transmission and reception of commercial wireless radio communication signals and for the construction, installation, operation, maintenance, repair, removal or replacement of its wireless communications fixtures and related facilities, including antennas, microwave dishes, equipment shelters and/or cabinets (collectively, the "**Wireless Communication Facility**") and related activities. Tenant further has the right, but not the obligation, to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services.

6. Interference. Tenant shall not use the Premises in any way that causes Interference (as defined below) with the use of the Property by Landlord, or lessees or licensees of Landlord, so long as such uses of the Property are maintained in compliance with all applicable Laws (as defined in Section 22(b) below). Similarly, Landlord shall not use, nor shall Landlord permit its lessees, licensees, employees, invitees or agents to use, any portion of the Property in any way that causes Interference with the operations of Tenant. Such Interference shall be deemed a material default by the interfering party, who shall, upon written notice from the other, be responsible for terminating said Interference. In the event any such Interference does not cease promptly, the parties acknowledge that continuing Interference may cause injury and, therefore, the injured party shall have the right, in addition to any other rights that it may have at law or in equity, to bring a court action to enjoin such Interference or to require the other party to immediately cease all operations which are suspected of causing the Interference (except for intermittent testing to determine the cause of such Interference) until the Interference has been corrected or eliminated. For the purposes of this Lease, "Interference" may include, but is not limited to, any use on the Property that causes electronic or physical obstruction with, or degradation of, the communications signals from the Wireless Communication Facility or the communication facilities of Landlord, its lessees or licensees.

7. Improvements; Utilities; Access; Removal/Restoration.

(a) Tenant shall have the right, at its expense, to erect and maintain on the Premises improvements, personal property and facilities necessary to operate its communications system, including, radio transmitting and receiving antennas, microwave dishes, tower and base, equipment shelters and/or cabinets and related cables and utility lines and a location based system, including, antenna(s), coaxial cable, base units, location based systems, and other associated equipment, all as part of the Wireless Communication Facility. Tenant shall have the right to alter, replace, expand, enhance and upgrade the Wireless Communication Facility within the Premises at any time during the Term of this Lease, pursuant to the conditions of Section 4(c) of this Lease. Tenant shall cause all construction to occur lien-free and in compliance with all applicable laws and ordinances, and shall discharge or bond any mechanic's lien filed or recorded. The Wireless Communication Facility shall remain the exclusive property of Tenant. Tenant shall have the right to remove the Wireless Communication Facility at any time during the Term and upon the expiration or termination of this Lease.

(b) Tenant, at its expense, may use any and all appropriate and permitted means of restricting access to Tenant's Wireless Communication Facility, including, without limitation, the construction of a fence, so long as such means does not block access to Landlord or any third party's equipment that is legally occupying space at the Property or block Landlord's access to any other portion of the Property.

(c) Tenant shall, at Tenant's expense, at all times keep and maintain its equipment and the Wireless Communication Facility now or hereafter located on the Property in a safe condition, and in compliance with the latest version of TIA 222 standards as regards the condition of the physical components of the Wireless Communication Facility, and for non-safety related matters in a commercially reasonable condition and repair during the Term of this Lease, normal wear and tear and loss by casualty or other causes beyond Tenant's control excepted.

(d) Tenant shall have the right to install utilities, at Tenant's expense, and to improve the present utilities on the Property, including, but not limited to, the installation of emergency power generators. Landlord agrees to use reasonable efforts in assisting Tenant to acquire necessary utility service. Tenant shall, wherever practicable, install separate meters for utilities used on the Property by Tenant. Landlord shall diligently cooperate in good faith with Tenant and the utility company to correct any variation, interruption or failure of utility service. Landlord acknowledges that Tenant provides a wireless communication service which requires electrical power to operate and must operate twenty-four (24) hours per day, seven (7) days per week. If an interruption in electrical power service occurs for an extended period of time, in Tenant's reasonable determination, Landlord agrees to allow Tenant the right to bring in a temporary source of power for the duration of the interruption.

(e) As partial consideration for Rent paid under this Lease, subject to Landlord's consent as regards size and location, Landlord hereby grants Tenant a limited use easement in, under and across the Property for ingress, egress, utilities and access (including access for the purposes described in subsection 7(d)) to the Premises adequate to install and maintain utilities, which include the installation of power and telephone service, coaxial cable and fiber optic cable, and to service the Premises and the Wireless Communication Facility at all times during the Term of this Lease (collectively, the "**Easements**"). Notwithstanding the foregoing, Landlord hereby consents to the placement of Tenant's utility infrastructure located on the Property existing as of the Effective Date. The location of any future utility easement shall be mutually agreed upon by Landlord and Tenant. The Easements provided hereunder shall have the same term as this Lease.

(f) Tenant shall have 24-hours-a-day, 7-days-a-week vehicular and pedestrian access to the Premises ("**Access**") at all times during the Term of this Lease at no additional charge to the Tenant. In the event Landlord, its employees or agents deny or prevent Access for any impermissible reason to Tenant, its employees or agents, Tenant may, without waiving any other rights that it may have at law or in equity, deduct from Rent amounts due under this Lease an amount equal to the pro-rata number of days Access was denied or prevented based on the then-current monthly Rent amount owed under the Lease.

(g) All portions of the Wireless Communication Facility brought onto the Property by Tenant will be and remain Tenant's exclusive property and, at Tenant's option, may be removed by Tenant at any time during the Term. Landlord covenants and agrees that no part of the Wireless Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of Tenant and may be removed by Tenant at any time during the Term. Within one hundred twenty (120) days after the termination of this Lease, Tenant will remove all of Tenant's above-ground improvements and Tenant will return the Premises to Landlord in good, usable condition, reasonable wear and tear and loss by casualty or other causes beyond Tenant's control excepted. Notwithstanding the foregoing, Tenant will not be responsible for the replacement of any trees, shrubs or other vegetation, nor will Tenant be required to remove from the Premises or the Property any structural steel or any foundations or underground utilities.

8. Termination. Except as otherwise provided herein, this Lease may be terminated, without any penalty or further liability as follows:

(a) by either party on thirty (30) days prior written notice to the other, if the other party remains in default under this Lease after the applicable notice and cure periods;

(b) Immediately by Tenant if Tenant is unable to obtain or maintain any license (including, without limitation, an FCC license), permit or any Government Approvals (as defined in Section 21, Approvals, below) necessary to the installation and/or operation of the Wireless Communication Facility as now or hereafter intended by Tenant, or Tenant's business; or if Tenant determines, in its sole discretion that the cost of obtaining or retaining the same is commercially unreasonable;

(c) [Intentionally omitted];

(d) Immediately upon written notice by Tenant if the Premises or the Wireless Communication Facility are destroyed or damaged so as in Tenant's reasonable judgment to substantially and adversely affect the effective use of the Wireless Communication Facility to the extent that Tenant cannot provide service from the Facility; Tenant may temporarily, for no more than ninety (90) days, place upon the Property and operate a temporary cell site or cell-on-wheels ("**COW**") until the damage is repaired, in which event, Tenant shall pay Rent to Landlord at a reduced rate which Landlord and Tenant shall mutually and reasonably determine for the period that Tenant operates a temporary cell site or COW on the Property. In the event that Tenant terminates this Lease pursuant to this Section 8(d), all rights and obligations of the parties shall cease as of the later of (1) the date of the damage or destruction or (2) the date that Tenant ceases operation of the temporary cell site or COW on the Property, and Tenant shall be entitled to the reimbursement of any Rent prepaid by Tenant. If (i) Tenant elects to continue this Lease, and (ii) none of Tenant, its contractors or subcontractors caused or were responsible for such damage or destruction, then all Rent shall abate until the Premises and/or the Communication Facility are restored to the condition existing immediately prior to such damage or destruction;

(e) At the time title to the Property transfers to a condemning authority, pursuant to a taking of all or a portion of the Property sufficient in Tenant's determination to render the Premises unsuitable for Tenant's use, Landlord and Tenant shall each be entitled to pursue their own separate awards with respect to such taking. Sale of all or part of the Property to a purchaser with the power of eminent domain in the face of the exercise of the power shall be treated as a taking by condemnation;

(f) by Tenant upon written notice to Landlord, if Tenant is unable to obtain a lease, license or similar agreement with PG&E for space on the Tower, if Tenant determines in its sole discretion that the cost of obtaining a lease, license or similar agreement with PG&E for space on the Tower is commercially impracticable, or if the lease, license or similar agreement between Tenant and PG&E for space on the Tower expires or is terminated for any reason; or

(g) Notwithstanding anything to the contrary in this Section 8 or elsewhere in this Lease, Tenant may terminate this Lease upon written notice to Landlord for any reason or no reason, so long as Tenant pays to Landlord concurrently with the written notice of termination an early termination fee equal to twelve (12) months' Rent, at the then-current rate, provided, however, that no such termination fee will be payable on account of the termination of this Lease by Tenant under any other termination provision expressly contained in this Section 8. Such termination fee shall be paid by Tenant to Landlord prior to Tenant's removal of any portion of the Wireless Communication Facility from the Premises.

9. Default and Right to Cure.

(a) The following will be deemed a default by Tenant and a breach of this Lease: (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after Tenant's receipt of written notice from Landlord of such failure to pay; or (ii) Tenant's failure to perform any other term or condition under this Lease within thirty (30) days after Tenant's receipt of written notice from Landlord specifying the failure. Notwithstanding anything herein to the contrary, safety issues may be required to be remedied sooner than thirty (30) days in the event of an imminent threat, as reasonably determined by Landlord, of injury or damage to persons or property occurring as a direct result of the safety issue ("**Imminent Safety Issue**"). No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such thirty (30) day period or such shorter period as may be reasonably warranted by the occurrence of the Imminent Safety Issue, and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant. If Tenant remains in default beyond any applicable cure period, Landlord will have the right to exercise any and all rights and remedies available to it under law and equity.

(b) The following will be deemed a default by Landlord and a breach of this Lease: (i) Landlord's failure to provide Access to the Premises as required by this Lease within twenty-four (24) hours after Landlord's receipt of written notice of such failure; (ii) Landlord's failure to cure an interference problem caused by Landlord, or any of its employees, agents, contractors, on the Property as required by this Lease within ten (10) days after Landlord's receipt of written notice of such failure; or (iii) Landlord's failure to perform any term, condition or breach of any warranty or covenant under this Lease within thirty (30) days after Landlord's receipt of written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord. If Landlord remains in default beyond any applicable cure period, Tenant will have: (x) the right to cure Landlord's default and to deduct the costs of such cure from any monies due to Landlord from Tenant, and (y) any and all other rights available to it under law and equity.

10. Taxes. Landlord shall pay, when due, all real property taxes for the Property, including the Premises. In the event that Landlord fails to pay any such real property taxes or other fees and assessments, Tenant shall have the right, but not the obligation, to pay such owed amounts and deduct them from Rent amounts due under this Lease on a dollar-for-dollar basis. Notwithstanding the foregoing, Tenant shall pay any personal property tax, real property tax or any other tax or fee which is directly attributable to the presence or installation of the Wireless Communication Facility, only for so long as this Lease has not expired of its own terms or is not terminated by either party. Landlord hereby grants to Tenant the right to challenge, whether in a Court, Administrative Proceeding, or other venue, on behalf of Landlord, any personal property or real property tax assessments that may affect Tenant, so long as Tenant's attorney has the right to participate at any time prior to or during the challenge, including any appeal of such matter until the matter is fully adjudicated. If Landlord receives notice of any personal property or real property tax assessment against Landlord, which may affect Tenant and is directly attributable to Tenant's installation, Landlord shall provide timely notice of the assessment to Tenant sufficient to allow Tenant to consent to or challenge such assessment. Further, Landlord shall provide to Tenant any and all documentation in its possession associated with the assessment and shall execute any and all documents reasonably necessary to effectuate the intent of this Section 10.

11. Insurance and Subrogation and Indemnification.

(a) Tenant shall procure and maintain throughout the duration of this Lease commercial general liability insurance including Landlord as an additional insured, with limits of \$2,000,000.00 for bodily injury and property damage per occurrence and \$5,000,000.00 aggregate, covering Tenant's use and occupancy of the Premises and operation of the Wireless Communication Facility, with a certificate of insurance to be furnished to Landlord within thirty (30) days of the Effective Date of this Lease. Cancellation of any required coverage that is not replaced will not occur without Tenant providing at least thirty (30) days prior written notice to Landlord, except that only ten (10) days prior notice shall be required in the event of cancellation due to a failure to pay premiums. Furthermore:

(i) Tenant shall include as additional insureds the City of Hercules, and its respective directors, officers, employees, consultants and agents. Landlord's additional insured status shall (A) be limited to bodily injury, property damage or personal and advertising injury caused, in whole or in part, by Tenant, its employees, agents or independent contractors; (B) not extend to claims for punitive or exemplary damages arising out of the acts or omissions of Landlord, its employees, consultants, agents or independent contractors or where such coverage is prohibited by law or to claims arising out of the gross negligence of Landlord, its employees, consultants, agents or independent contractors; and (C) not exceed Tenant's indemnification obligation under this Lease, if any.

(ii) any insurance carried by Landlord shall be non-contributing.

(b) Tenant shall also maintain standard form property insurance ("All Risk" coverage) equal to the full replacement cost covering all of Tenant's improvement, alterations, equipment and other personal property of Tenant on or about the Premises or the Property. Permission is granted to Tenant to self-insure the required property insurance.

(c) Landlord, following the expiration of each five-year term, has the right to cause Tenant to increase the above coverage to commercially reasonable levels and with regard to prevailing coverages customarily required by other municipalities in Contra Costa County to be maintained by wireless service providers such as Tenant. . Landlord's City Attorney, with the assistance from Landlord's wireless consultant, will determine any reasonable increases in such coverage in accordance with this subsection (c), if applicable.

(d) Notwithstanding the forgoing, Tenant may, self-insure any of the required insurance under the same terms as required by this Lease. In the event Tenant elects to self-insure its obligation under this Lease to include Landlord and the parties named in paragraph 11(a)(i) of this Section as additional insureds, the following conditions apply:

(i) Landlord shall promptly and no later than thirty (30) days after notice thereof provide Tenant with written notice of any claim, demand, lawsuit, or the like for which it seeks coverage pursuant to this Section and provide Tenant with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like;

(ii) Landlord shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of Tenant; and

(iii) Landlord shall fully cooperate with Tenant in the defense of the claim, demand, lawsuit, or the like.

(e) Landlord and Tenant hereby mutually release each other (and their successors or assigns) from liability and waive all right of recovery against the other for any loss or damage covered by their respective first party property insurance policies for all perils insured thereunder. In the event of such insured loss, neither party's insurance company shall have a subrogated claim against the other. To the extent loss or damage is not covered by their first party property insurance policies, Landlord and Tenant each agree to indemnify and hold harmless the other party from and against any and all claims, damages, cost and expenses, including reasonable attorney fees, to the extent caused by or arising out of (a) the negligent acts or omissions or willful misconduct in the operations or activities on the Property by the indemnifying party or the employees and/or agents of the indemnifying party, or (b) a breach of any obligation of the indemnifying party under this Lease. Notwithstanding the foregoing, this indemnification shall not extend to indirect, special, incidental or consequential damages, including, without limitation, loss of profits, income or business opportunities to the indemnified party or anyone claiming through the indemnified party. The indemnifying party's obligations under this section are contingent upon (i) its receiving prompt written notice of any event giving rise to an obligation to indemnify the other party, and (ii) the indemnified party's granting to the indemnifying party in writing the right to control the defense and settlement of the same at the time of notice. Notwithstanding anything to the contrary in this Lease, the parties hereby confirm that the provisions of this section shall survive the expiration or termination of this Lease. Tenant shall not be responsible to Landlord, or any third-party, for any claims, costs or damages (including, fines and penalties) attributable to any pre-existing violations of applicable codes, statutes or other regulations governing the Property, including the Premises.

12. Notices. All notices, requests and demands hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:

If to Tenant:

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site No.: CNU4617
Search Ring Name: Refugio & Falcon
Cell Site Name: Refugio & Falcon (CA)
Fixed Asset No.: 10101895
575 Morosgo Drive NE
Suite 13F, West Tower
Atlanta, GA 30324

With a copy to the AT&T Legal Department:

New Cingular Wireless PCS, LLC
Attn: AT&T Legal Department – Network Operations
Re: Cell Site No.: CNU4617
Search Ring Name: Refugio & Falcon
Cell Site Name: Refugio & Falcon (CA)
Fixed Asset No.: 10101895
208 South Akard Street
Dallas, TX 75202-4206

If to Landlord:

City of Hercules
111 Civic Center Drive
Hercules, CA 94547

Send Rent payments to:

City of Hercules
111 Civic Center Drive
Hercules, CA 94547

The copy sent to Tenant's Legal Department is an administrative step which alone does not constitute legal notice. Either party hereto may change the place for the giving of notice to it by thirty (30) days' prior written notice to the other as provided herein.

13. Quiet Enjoyment. Title and Authority. Landlord covenants and warrants to Tenant that (i) Landlord solely owns the Property as a legal lot in fee simple; (ii) Landlord has full right, power and authority to execute this Lease and bind itself hereto through the party set forth as signatory for the Landlord below; (iii) it has good and unencumbered title to the Property free and clear of any liens or mortgages, except those disclosed to Tenant and which will not interfere with Tenant's rights to or use of the Premises, and that during the Term the Property will not be encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases or any other agreements of record or not of record, which would adversely affect Tenant's permitted uses and enjoyment of the Premises under this Lease; and (iv) Landlord's execution and performance of this Lease will not violate any laws, ordinances, covenants, or the provisions

of any mortgage, lease, or other agreement binding on Landlord. Landlord covenants that at all times during the term of this Lease, Tenant's quiet enjoyment of the Premises or any part thereof shall not be disturbed as long as Tenant is not in default beyond any applicable grace or cure period.

14. Environmental Laws. Landlord represents that it has no knowledge of any substance, chemical or waste (collectively, "**Hazardous Substance**") on the Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Landlord and Tenant shall not introduce or use any Hazardous Substance on the Property in violation of any applicable law. Landlord shall be responsible for, and shall promptly conduct any investigation and remediation as required by any applicable environmental laws, all spills or other releases of any Hazardous Substance not in any way caused by Tenant, that have occurred or which may occur on the Property. Each party agrees to defend, indemnify and hold harmless the other from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liability (collectively, "**Claims**") including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and reasonable attorney fees that the indemnitee may suffer or incur due to the existence or discovery of any Hazardous Substances on the Property or the migration of any Hazardous Substance originating from the Property to other properties or the release of any Hazardous Substance into the environment (collectively, "**Actions**"), to the extent that that same relate to or arise from the indemnitor's activities on the Property, except to the extent caused by the indemnitee's (or its agents, employees or contractors) negligence or willful misconduct. The indemnifications in this section specifically include, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any governmental authority. This Section 14 shall survive the termination or expiration of this Lease.
15. Assignment and Subleasing. Following approval by all federal and state agencies having jurisdiction thereover, to the extent any such approval is required, Tenant shall have the right, upon thirty (30) days' prior written notice to Landlord but without Landlord's consent, to assign, sell or otherwise transfer this Lease and/or its use of the Premises, in whole or in part, to any non-foreign owned or controlled person or business entity which (a) is authorized pursuant to an FCC license to, operate a commercial wireless communications business, is a parent company, non-foreign controlled subsidiary or affiliate of Tenant or Tenant's parent company, a non-foreign controlled entity is merged or consolidated with Tenant or (b) purchases more than fifty percent (50%) of either an ownership interest in Tenant or the assets of Tenant in the "Metropolitan Trading Area" or "Basic Trading Area" (as those terms are defined by the FCC) in which the Property is located. Upon such assignment, sale or other transfer, Tenant shall be relieved of all responsibility for all liabilities and obligations hereunder that occur after the date of the assignment, sale or transfer, as the case may be. For the purposes of recourse under this Lease and as intended in this paragraph, the term 'Tenant' shall not include any transferee of this Lease. In the event of a transfer and/or change in ownership or control of this Lease by Tenant, Tenant's transferee shall also be responsible for the cure of any violations of Section 11, Insurance and Subrogation and Indemnification, not discovered by Landlord prior to the transfer. Tenant may sublease the Premises, upon written notice to Landlord only to any non-foreign owned or controlled affiliate of Tenant, which affiliate has not been convicted of a felony in a court of law. In such written notice Tenant shall disclose to Landlord the name of the affiliate of Tenant, and either a written description or a depiction of the additional equipment, if any, that such affiliate of Tenant will install within the Premises. Tenant may not otherwise assign, sell or otherwise transfer this Lease or sublease the Premises without the prior written approval of Landlord, which approval shall not be unreasonably delayed, withheld, conditioned or denied. Assignment, sale or transfer of the Lease shall not be allowed to any person or entity previously convicted of a RICO violation. If Tenant attempts to assign or transfer this Lease or any rights

hereunder without the consent of Landlord, to the extent that Landlord's consent is required pursuant to this Section 15, the assignment or transfer shall be void.

16. Expansion of the Premises. Landlord grants to Tenant, to the extent practicable and on a space available basis, the right to enlarge the Premises or Landlord shall make space available on the Property for Tenant so that Tenant may implement any necessary modifications, supplements, replacements, refurbishments, or expansions to the Wireless Communication Facility or to any equipment related thereto. Should Tenant exercise the right to expand the Premises, Tenant will pay and Landlord will accept as additional Rent under this Lease a commercially reasonable amount to be negotiated at the time, but only for the additional area. Upon notice to Landlord, a description and/or depiction of the modified Premises ground will become part of the Lease without any additional action on the part of Tenant and Landlord; however, at the request of Tenant, the parties will execute a Memorandum of Lease in recordable form memorializing the modification of the ground space of Landlord's Property, which either party may record at its option.

17. Sale of Property.

(a) Landlord shall not be prohibited from the selling, leasing or use of any of the Property except as provided below.

(b) If Landlord, at any time during the Term of this Lease, decides to rezone or sell, subdivide or otherwise transfer all or any part of the Premises, or all or any part of the Property or surrounding property, to a purchaser other than Tenant, Landlord shall promptly notify Tenant in writing, and such rezoning, sale, subdivision or transfer shall be subject to this Lease and Tenant's rights hereunder. In the event of a change in ownership, transfer or sale of the Property, within ten (10) days of such transfer, Landlord or its successor shall send the documents listed below in this subsection (b) to Tenant. Until Tenant receives all such documents, Tenant shall not be responsible for any failure to make payments under this Lease and reserves the right to hold payments due under this Lease.

- (i) Old deed to Property
- (ii) New deed to Property
- (iii) Bill of Sale or Transfer
- (iv) Copy of current Tax Bill
- (v) New IRS Form W-9 & CA FTB Form 590
- (vi) Completed and Signed AT&T Payment Direction Form
- (vii) Full contact information for new Landlord including phone number(s)

(c) Landlord agrees not to sell, lease or use any areas of the Property or surrounding property for the installation, operation or maintenance of other wireless communications facilities if such installation, operation or maintenance would interfere with Tenant's permitted use or wireless communications equipment as determined by actual on-site radio propagation tests performed by Tenant in its sole discretion. If the radio frequency propagation tests demonstrate levels of interference that would effectively prohibit the provision of Tenant's service, the parties will collectively work to find a solution and if none is found, Landlord will not sell or lease the property or use it as intended.

(d) The provisions of this Section shall in no way limit or impair the obligations or rights of Landlord under this Lease, including interference and access obligations.

18. Rental Stream Offer. If at any time after the Effective Date, Landlord receives a bona fide written offer from a third party seeking an assignment or transfer of the Rent payments associated with this Lease ("**Rental Stream Offer**"), Landlord shall immediately furnish Tenant with a copy of the Rental Stream Offer. Tenant shall have the right within forty-five (45) days after it receives such copy to match the Rental Stream Offer and agree in writing to match the terms of the Rental Stream Offer. Such writing shall be in the form of a contract substantially similar to the Rental Stream Offer. If Tenant chooses not to exercise this right or fails to provide written notice to Landlord within such forty-five (45) day period, Landlord may assign the right to receive Rent payments pursuant to the Rental Stream Offer, subject to the terms of this Lease. If Landlord attempts to assign or transfer Rent payments without complying with this Section, the assignment or transfer shall be void. Tenant shall not be responsible for any failure to make payments under this Lease if the obligations of Landlord set forth in this paragraph are not complied with, and reserves the right to hold payments due under this Lease until Landlord complies with this Section.

19. Successors and Assigns. This Lease and the Easements granted herein shall run with the land, and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

20. Waiver of Landlord's Lien. Landlord hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Wireless Communication Facility or any portion thereof, which shall be deemed personal property for the purposes of this Lease, whether or not the same is deemed real or personal property under applicable laws, and Landlord gives Tenant and its secured parties the right to remove all or any portion of the same from time to time, whether before or after a default under this Lease, in Tenant's and/or its secured parties' sole discretion and without Landlord's consent, as long as such removal does not constitute a de facto or de jure cancellation of the lease.

21. Approvals. Landlord agrees that Tenant's ability to use the Premises and Property for Tenant's permitted use is contingent upon the suitability of the Premises, Tenant's ability to secure a lease or other agreement with PG&E for space on the Tower and such lease or other agreement remaining in full force and effect during the Term hereof, and Tenant's ability to obtain and maintain all governmental licenses, permits, approvals or other relief required of or deemed necessary or appropriate by Tenant for its use of the Premises, including without limitation applications for zoning permits, zoning ordinances, amendments, special use permits, and construction permits (collectively, the "**Government Approvals**"). Landlord authorizes Tenant to prepare, execute and file all required applications to obtain Government Approvals for Tenant's permitted use under this Lease and agrees to reasonably assist Tenant with such applications and with obtaining and maintaining the Government Approvals to the extent that such Landlord assistance is permissible and does not create a conflict of interest under California law. In addition, Tenant shall have the right to initiate the ordering and/or scheduling of necessary utilities.

22. Miscellaneous.

(a) Either party will, at any time upon twenty (20) business days prior written notice from the other, execute, acknowledge and deliver to the other a statement in writing (i) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying this Lease, as so modified, is in full force and effect); (ii) the date to which the Rent and other charges are paid in advance, if any, and (iii) acknowledging that there are not, to such party's knowledge, any uncured defaults on the part of the other party hereunder, or specifying such defaults if any are claimed.

(b) Tenant agrees to comply with all federal, state and local laws, orders, rules and regulations ("**Laws**") applicable to Tenant's use of the Wireless Communication Facility on the Property. Landlord agrees to comply with all Laws relating to Landlord's ownership and use of the Property and any improvements on the Property.

(c) This Lease constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to this Lease must be in writing and executed by both parties.

(d) Each party agrees to reasonably cooperate with the other in executing any documents (including a Memorandum of Lease in substantially the form attached hereto as **Exhibit C**) reasonably necessary to protect its rights or use of the Premises. The Memorandum of Lease may be recorded in place of this Lease by either party. In the event the Property is encumbered by a mortgage or deed of trust, Landlord agrees, upon request of Tenant, to obtain and furnish to Tenant a non-disturbance and attornment agreement for each such mortgage or deed of trust, in a form reasonably acceptable to Tenant. Tenant may obtain title insurance on its interest in the Premises. Landlord agrees to execute such documents as the title company may require in connection therewith.

(e) This Lease shall be construed in accordance with the laws of the State of California.

(f) If any term of this Lease is found to be void or invalid, such finding shall not affect the remaining terms of this Lease, which shall continue in full force and effect. The parties agree that if any provisions are deemed not enforceable, they shall be deemed modified to the extent necessary to make them enforceable. Any questions of particular interpretation shall not be interpreted against the draftsman, but rather in accordance with the plain language and fair meaning thereof. No provision of this Lease will be deemed waived by either party unless expressly waived in writing signed by the waiving party. No waiver shall be implied by any delay or any other act or omission of either party. No waiver by either party of any provision of this Lease shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision.

(g) The persons who have executed this Lease represent and warrant that they are duly authorized to execute this Lease in their individual or representative capacity as indicated.

(h) This Lease may be executed in any number of counterpart copies, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

(i) All Exhibits referred to herein and any Addenda hereto are deemed to be inseparable from this Lease and are incorporated herein for all purposes. The parties understand and acknowledge that **Exhibit A** (the legal description of the Property), **Exhibit B** (depiction of the Premises and Wireless Communication Facility located within the Property) and **Exhibit C** (Memorandum of Lease), may be attached to this Lease and the Memorandum of Lease (**Exhibit C**), in preliminary form. Accordingly, the parties agree that upon the preparation of final, more complete exhibits, **Exhibits A, B and C**, as the case may be, which may have been attached hereto in preliminary form, may be replaced by Tenant with such final, more complete exhibit(s). The terms of all Exhibits are incorporated herein for any purposes and this Lease shall not be effective until all said exhibits are attached in final form.

(j) The venue for any mediation or litigation between Landlord and Tenant in connection with this Lease shall be Contra Costa County, California.

IN WITNESS WHEREOF, the parties have caused this Lease to be effective as of the last date written below.

LANDLORD:

City of Hercules,
a municipal corporation

By: _____

Printed Name: _____

Title: _____

Date: _____, 2017

TENANT:

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

By: AT&T Mobility Corporation
Its: Manager

By:  _____

Printed Name: Michael Guibord

Director

Title: Construction & Engineering

Date: 6/16, 2017

[ACKNOWLEDGMENTS APPEAR ON FOLLOWING TWO (2) PAGES]

LANDLORD ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____)

On _____ before me, _____,
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____

(Seal)

TENANT ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Contra Costa

On June 16, 2017 before me, K. A. Martic-Kongea Notary public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature K. A. Martic-Kongea

(Seal)



EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Page 1 of 1

The Property is legally described as follows:

The land referred to herein is situated in the State of California, County of Contra Costa, City of Hercules, and is described as follows:

LOT A, AS SHOWN ON THE MAP OF SUBDIVISION 5481 FILED MAY 19, 1980, IN BOOK 239 OF MAPS, PAGE 11, CONTRA COSTA COUNTY RECORDS.

APN: 407-290-007

EXHIBIT B

DEPICTION OF PREMISES AND COMMUNICATION FACILITY

Page 1 of 14

The Premises and Wireless Communication Facility are generally depicted as follows:

[Plan Set Dated December 16, 2015, Prepared by Fullerton Engineering Design, and
Consisting of Thirteen (13) Pages, Appears on Following Pages]

However, it is expressly agreed and understood by and between the Landlord and Tenant that the exact and precise location of the Tenant's Wireless Communication Facility are subject to review and approval by the planning and/or zoning Boards having jurisdiction over the "Premises". Therefore, it is expressly agreed and understood by and between Landlord and Tenant that the precise location of the Premises as shown on Exhibit B may be modified by Tenant in order to comply with and obtain necessary planning and/or zoning approvals, and any and all other approvals necessary for Tenant's intended use of the Property. The Premises as described herein may therefore be modified by the Tenant to reflect the final engineering design. An amended Exhibit B (if necessary) will be provided by the Tenant and attached to the lease in place of the existing Exhibit B, a copy of which will be provided to Landlord for review prior to being incorporated into the Lease.

GENERAL REQUIREMENTS

1. CONTRACTOR SHALL BE RESPONSIBLE FOR FOLLOWING ALL LAWS, REGULATIONS, AND RULES SET FORTH BY FEDERAL, STATE, AND LOCAL AUTHORITIES WITH JURISDICTION OVER THE PROJECT. THIS RESPONSIBILITY IS IN EFFECT REGARDLESS OF WHETHER THE LAW, ORDINANCE, REGULATION OR RULE IS MENTIONED IN THESE SPECIFICATIONS.
2. ALL WORK SHALL BE COMPLETED AS INDICATED ON THE DRAWINGS AND AT&T PROJECT SPECIFICATIONS.
3. CONTRACTOR SHALL HAVE AND MAINTAIN A VALID CONTRACTOR'S LICENSE FOR THE LOCATION IN WHICH THE WORK IS TO BE PERFORMED. FOR JURISDICTIONS THAT LICENSE INDIVIDUAL TRADES, THE TRADESMAN OR SUBCONTRACTOR PERFORMING THOSE TRADES SHALL BE LICENSED. RESEARCH AND COMPLY WITH THE LICENSING LAWS, PAY LICENSE FEES, AND SELECT AND INFORM SUBCONTRACTORS REGARDING THESE LAWS.
4. FOLLOW ALL APPLICABLE RULES AND REGULATIONS OF THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATIONS AND STATE LAWS BASED IN THE FEDERAL OCCUPATIONAL SAFETY AND HEALTH ACT. THESE REGULATIONS INCLUDE, BUT ARE NOT LIMITED TO, REGULATIONS DEALING WITH TOWER CONSTRUCTION AND SAFETY, STEEL ERECTION, EXCAVATIONS AND TRENCHING, SCAFFOLDING AND FORMWORK, ELECTRICAL, AND WORK IN CONFINED SPACES.
5. SITE WORK SHALL BE COMPLETED IN ACCORDANCE WITH THESE PLANS, APPLICABLE AT&T SPECIFICATIONS.
6. REQUIREMENTS OF THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) SHALL BE ADHERED TO AT ALL TIMES.
7. PRIOR TO THE SUBMISSIONS OF THE BIDS, THE CONTRACTOR SHALL VISIT THE JOB SITE AND BECOME FAMILIAR WITH THE FIELD CONDITIONS. ANY DISCREPANCIES ARE TO BE BROUGHT TO THE ATTENTION OF THE VINCLUMS PROJECT MANAGER.
8. THE CONTRACTOR SHALL RECEIVE IN WRITING, AUTHORIZATION TO PROCEED BEFORE STARTING WORK ON ANY ITEM NOT CLEARLY IDENTIFIED BY THE CONTRACT DOCUMENTS.
9. THE CONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS UNLESS SPECIFICALLY OTHERWISE NOTED.
10. THE CONTRACTOR SHALL SUPERVISE AND DIRECT THE WORK USING BEST SKILLED PERSONNEL. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES AND PROCEDURES AND FOR COORDINATING ALL PORTIONS OF THE WORK UNDER THE CONTRACT.
11. DRAWING PLANS SHALL NOT BE SCALED.
12. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS OF THE SITE PRIOR TO CONSTRUCTION AND NOTIFY THE VINCLUMS PROJECT MANAGER OF ANY DISCREPANCIES BEFORE STARTING ANY WORK.
13. WHEN CONTRACTOR'S ACTIVITIES IMPEDE OR OBSTRUCT TRAFFIC FLOW, CONTRACTOR SHALL PROVIDE TRAFFIC CONTROL DEVICES, SIGNS, AND FLAGMEN IN ACCORDANCE WITH APPLICABLE FEDERAL, STATE AND LOCAL REQUIREMENTS.
14. THE CONTRACTOR SHALL COORDINATE SITE ACCESS AND SECURITY WITH THE PROPERTY OWNER AND VINCLUMS PROJECT MANAGER PRIOR TO CONSTRUCTION.
15. THE CONTRACTOR SHALL MAKE NECESSARY PROVISIONS TO PROTECT EXISTING SITE CONDITIONS AND UPON COMPLETION OF WORK REPAIR ANY DAMAGE THAT OCCURRED DURING CONSTRUCTION.
16. THE CONTRACTOR SHALL CALL THE LOCAL PUBLIC UTILITY LOCATING PROVIDER (811) A MINIMUM OF THREE BUSINESS DAYS PRIOR TO EXCAVATING IN THE PUBLIC RIGHT OF WAY TO ALLOW MEMBER UTILITIES TO LOCATE THEIR FACILITIES.
17. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING PRIVATE UTILITIES ON PROPERTY OWNERS' PROPERTY.
18. WHEN EXCAVATING IN THE AREA OF EXISTING UTILITIES, THE CONTRACTOR SHALL USE REASONABLE CARE IN PROTECTING SUCH UTILITIES. CONTRACTOR SHALL NOTIFY THE VINCLUMS PROJECT MANAGER IMMEDIATELY OF ANY CONFLICTS BETWEEN EXISTING UTILITIES AND PROPOSED CONSTRUCTION.
19. DAMAGE TO PUBLIC OR PRIVATE UTILITIES SHALL BE REPORTED TO THE VINCLUMS PROJECT MANAGER AND THE OWNER OF THE UTILITY IMMEDIATELY. ANY DAMAGE RESULTING FROM CONTRACTORS NEGLIGENCE OR FAILURE TO ACT WITH DUE REGARD SHALL BE REPAIRED AT CONTRACTORS EXPENSE.

GENERAL ELECTRIC PROVISION

20. UNLESS OTHERWISE NOTED ON THE PLANS, CONTRACTOR SHALL ASSUME ALL SURFACE FEATURES SUCH AS BUT NOT LIMITED TO BUILDINGS, PAVEMENTS, LANDSCAPING FEATURES AND PLANTS ARE TO BE SAVED AND PROTECTED FROM DAMAGE.
21. KEEP THE CONSTRUCTION SITE CLEAN, HAZARD FREE, AND DISPOSE OF ALL DIRT, DEBRIS, RUBBISH AND REMOVE EQUIPMENT NOT SPECIFIED AS REMAINING ON THE PROPERTY. LEAVE PREMISES IN CLEAN CONDITION AND SHALL BE SUBJECT TO APPROVAL BY THE VINCLUMS PROJECT MANAGER.
22. THE CONTRACTOR SHALL PROVIDE ON-SITE TRASH RECEIPTS FOR COLLECTION OF NON-TOXIC DEBRIS. ALL TRASH SHALL BE COLLECTED ON A DAILY BASIS.
23. ALL TOXIC AND ENVIRONMENTALLY HAZAROUS SUBSTANCES SHALL BE USED AND DISPOSED OF IN ACCORDANCE WITH MANUFACTURER SPECIFICATIONS. UNDER NO CIRCUMSTANCES SHALL RINSING OR DUMPING OF THESE SUBSTANCES OCCUR ON-SITE.
24. THE CONTRACTOR SHALL MAINTAIN AND SUPPLY THE VINCLUMS PROJECT MANAGER WITH AS-BUILT PLANS UPON COMPLETION OF THE PROJECT.
25. MEANS AND METHODS OF CONSTRUCTION INCLUDING, BUT NOT LIMITED TO, REGULATIONS DEALING WITH TOWER CONSTRUCTION AND SAFETY, STEEL ERECTION, EXCAVATIONS AND TRENCHING, SCAFFOLDING AND FORMWORK, ELECTRICAL, AND WORK IN CONFINED SPACES.
26. SCAFFOLDING, SHORING, FORMWORK, AND STEEL ERECTION ARE THE RESPONSIBILITY OF THE CONTRACTOR.
27. THE CONTRACTOR SHALL COORDINATE/ASSIST DIFFERENT TRADE CONTRACTORS IN TERMS OF COORDINATION AND SITE ACCESS.
28. UNLESS NOTED OTHERWISE, CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING AND PAYING FOR ALL OTHER PERMITS NECESSARY FOR CONSTRUCTION.
29. UNLESS NOTED OTHERWISE, CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION WITH UTILITIES.
30. VINCLUMS PROJECT MANAGER MAY RETAIN THE SERVICES OF A TESTING LABORATORY TO PERFORM QUALITY ASSURANCE TESTING ON VARIOUS PORTIONS OF THE CONTRACTORS WORK. WHEN REQUESTED, THE CONTRACTOR SHALL INFORM THE TESTING LABORATORY AND ASSIST THEM IN COMPLETING TESTS.
31. THE CONTRACTOR SHALL PROVIDE ANY TEMPORARY UTILITIES OR FACILITIES IT DEEMS NECESSARY TO COMPLETE THE WORK. THIS INCLUDES, BUT IS NOT LIMITED TO WATER, SEWER, POWER, TELEPHONE, HEAT, LIGHTING OR SECURITY.
1. SUBMITTAL OF BID INDICATES CONTRACTOR IS COGNIZANT OF ALL JOB SITE CONDITIONS AND WORK TO BE PERFORMED UNDER THIS CONTRACT.
2. CONTRACTOR SHALL PERFORM ALL VERIFICATION OBSERVATIONS TEST, AND EXAMINATION WORK PRIOR TO THE ORDERING OF THE ELECTRICAL EQUIPMENT AND THE ACTUAL CONSTRUCTION. CONTRACTOR SHALL ISSUE A WRITTEN NOTICE OF ALL FINDINGS TO VINCLUMS PROJECT MANAGER LISTING ALL MALFUNCTIONS, FAULTY EQUIPMENT AND DISCREPANCIES.
3. EACH CONDUCTOR OF EVERY SYSTEM SHALL BE PERMANENTLY TAGGED IN EACH PANEL BOARD, PULL BOX, J-BOX, SWITCH BOX, ETC. IN COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ACT (O.S.H.A.).
4. CONTRACTOR SHALL PROVIDE ALL LABOR, MATERIALS, INSURANCE, EQUIPMENT, INSTALLATION, CONSTRUCTION TOOLS, TRANSPORTATION, ETC. FOR A COMPLETE AND PROPERLY OPERATIVE SYSTEM ENERGIZED THROUGHOUT AND AS INDICATED ON DRAWINGS, AS SPECIFIED HEREIN AND/OR AS OTHERWISE REQUIRED.
5. ALL MATERIALS AND EQUIPMENT SHALL BE NEW AND IN PERFECT CONDITION WHEN INSTALLED AND SHALL BE OF THE BEST GRADE AND OF THE SAME MANUFACTURER THROUGHOUT FOR EACH CLASS OR GROUP OF EQUIPMENT. MATERIALS SHALL BE LISTED "J" WHERE SUBJECT TO SUCH APPROVAL MATERIALS SHALL MEET WITH APPROVAL OF THE DIVISION OF INDUSTRIAL SAFETY AND ALL GOVERNING BODIES HAVING JURISDICTION. MATERIALS SHALL BE MANUFACTURED IN ACCORDANCE WITH APPLICABLE STANDARDS ESTABLISHED BY ANSI, NEMA AND NBPUL.
6. ALL CONDUIT INSTALLED SHALL BE SURFACE MOUNTED OR DIRECT BURIAL UNLESS OTHERWISE NOTED.
7. CONTRACTOR SHALL CARRY OUT THEIR WORK IN ACCORDANCE WITH ALL GOVERNING STATE, COUNTY AND LOCAL CODES AND O.S.H.A.
8. UNLESS NOTED OTHERWISE, CONTRACTOR SHALL OBTAIN ALL PERMITS, PAY PERMIT FEES, AND BE RESPONSIBLE FOR SCHEDULING INSPECTIONS.
9. POST INSTALLATION, ANY WORK, MATERIAL OR EQUIPMENT FOUND TO BE FAULTY SHALL BE CORRECTED AT ONCE, UPON WRITTEN NOTIFICATION, AT THE EXPENSE OF THE CONTRACTOR.
10. ALL CONDUIT SHALL HAVE A PULL WIRE OR ROPE.
11. PROVIDE VINCLUMS PROJECT MANAGER WITH ONE SET OF COMPLETE ELECTRICAL "AS INSTALLED" DRAWINGS AT THE COMPLETION OF THE JOB, SHOWING ACTUAL DIMENSIONS, ROUTINGS AND CIRCUITS.
12. ALL BROCHURES, OPERATING MANUALS, CATALOGS, SHOP DRAWINGS, ETC. SHALL BE TURNED OVER TO THE VINCLUMS PROJECT MANAGER AT JOB COMPLETION.
13. ALL CONDUCTORS SHALL BE COPPER.
14. ALL CIRCUIT BREAKERS, FUSES AND ELECTRICAL EQUIPMENT SHALL HAVE AN INTERRUPTING SHORT CIRCUIT CURRENT TO WHICH THEY MAY BE SUBJECTED, AND A MINIMUM OF 10,000 A.I.C.
15. THE ENTIRE ELECTRICAL INSTALLATION SHALL BE GROUNDED AS REQUIRED BY ALL APPLICABLE CODES.
27. PATCH, REPAIR AND PAINT ANY AREA THAT HAS BEEN DAMAGED IN THE COURSE OF THE ELECTRICAL WORK.
28. PENETRATIONS IN FIRE RATED WALLS SHALL BE FIRE STOPPED IN ACCORDANCE WITH DRAWING PLANS.
29. ALL MATERIALS SHALL BE U.L LISTED
30. CONDUIT RUNS SHALL BE SURFACE MOUNTED IN CEILINGS OR WALLS UNLESS INDICATED OTHERWISE. CONDUIT INDICATED SHALL RUN PARALLEL OR AT RIGHT ANGLES TO CEILING, FLOOR OR BEAMS. VERIFY EXACT ROUTING OF ALL EXPOSED CONDUIT WITH THE VINCLUMS PROJECT MANAGER PRIOR TO INSTALLING BX OR ROMEX CABLE IS NOT PERMITTED.
31. ALL ELECTRICAL EQUIPMENT SHALL BE LABELED WITH PERMANENT ENGRAVED PLASTIC LABELS. UPON COMPLETION OF WORK, CONDUCT CONTINUITY, SHORT CIRCUIT, AND FALL OF POTENTIAL GROUND TESTS FOR APPROVAL. SUBMIT TEST REPORTS TO VINCLUMS PROJECT MANAGER. CLEAN PREMISES OF ALL DEBRIS RESULTING FROM WORK AND LEAVE WORK IN A COMPLETE AND UNDAMAGED CONDITION.
33. CONTRACTOR TO COORDINATE WITH UTILITY COMPANY FOR CONNECTION OF TEMPORARY AND PERMANENT POWER TO THE SITE. THE TEMPORARY POWER AND ALL HOOKUP COSTS TO BE PAID BY CONTRACTOR.

VINCLUMS
ENGINEERING & DESIGN
575 LENOVA LANE SUITE 125
WALNUT CREEK, CA 94598-2414
949-793-3350

FULLERTON
ENGINEERING & DESIGN
14600 KOSBORN AVENUE SUITE 200
KOSBORN, CA 95011
TEL: 847-297-0200
FAX: 847-297-0206
www.fullertonengineering.com

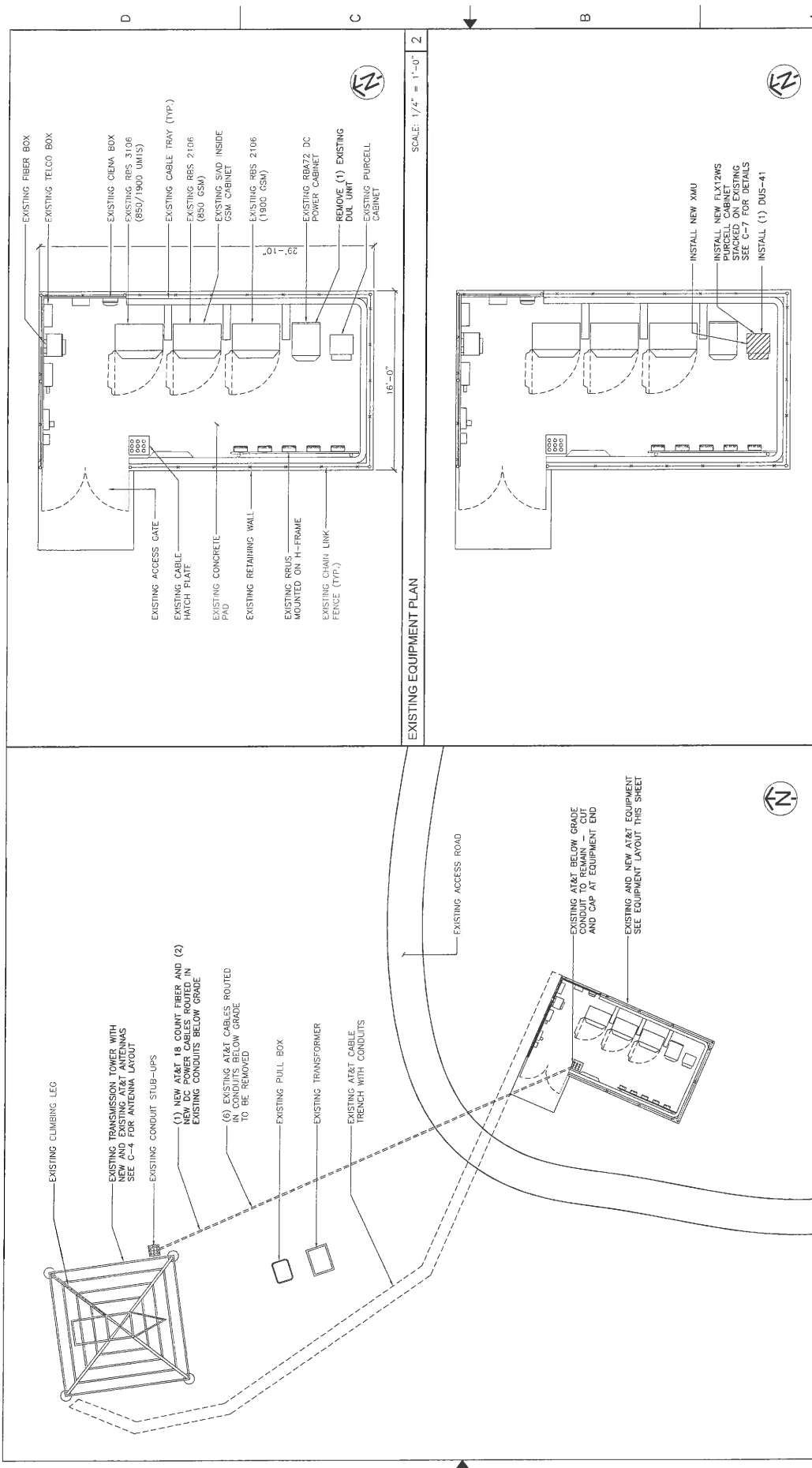
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SITE NO: COL04617
2010 REFUGIO VALLEY ROAD
HERCULES, CA 94547

at&t
5001 EXECUTIVE PKWY
SAN RAMON, CA 94583

0	12/16/15	FINAL	PK
8	11/23/15	REVIEW	BE
10	10/23/15	REVIEW	BE
NOI	DATE	REVISIONS	BY
SCALE AS NOTED	CHECKED BY: ST	APPROVED BY: MB	

at&t
SHEET NAME
GENERAL NOTES
GN-1
SHEET NUMBER

SIZE 22" x 34" ANSI "D"



EXISTING EQUIPMENT PLAN

ENLARGED SITE PLAN

at&t

SITE NAME: REFUGIO VALLEY

SITE NO: CCL04617

2010 REFUGIO VALLEY ROAD

HERCULES, CA 94547

at&t

5001 EXECUTIVE PKWY

SAN RAMON, CA 94583

at&t

ENLARGED SITE AND EQUIPMENT PLANS

SHEET NUMBER: C-2

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

1 NEW EQUIPMENT PLAN

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

2

3

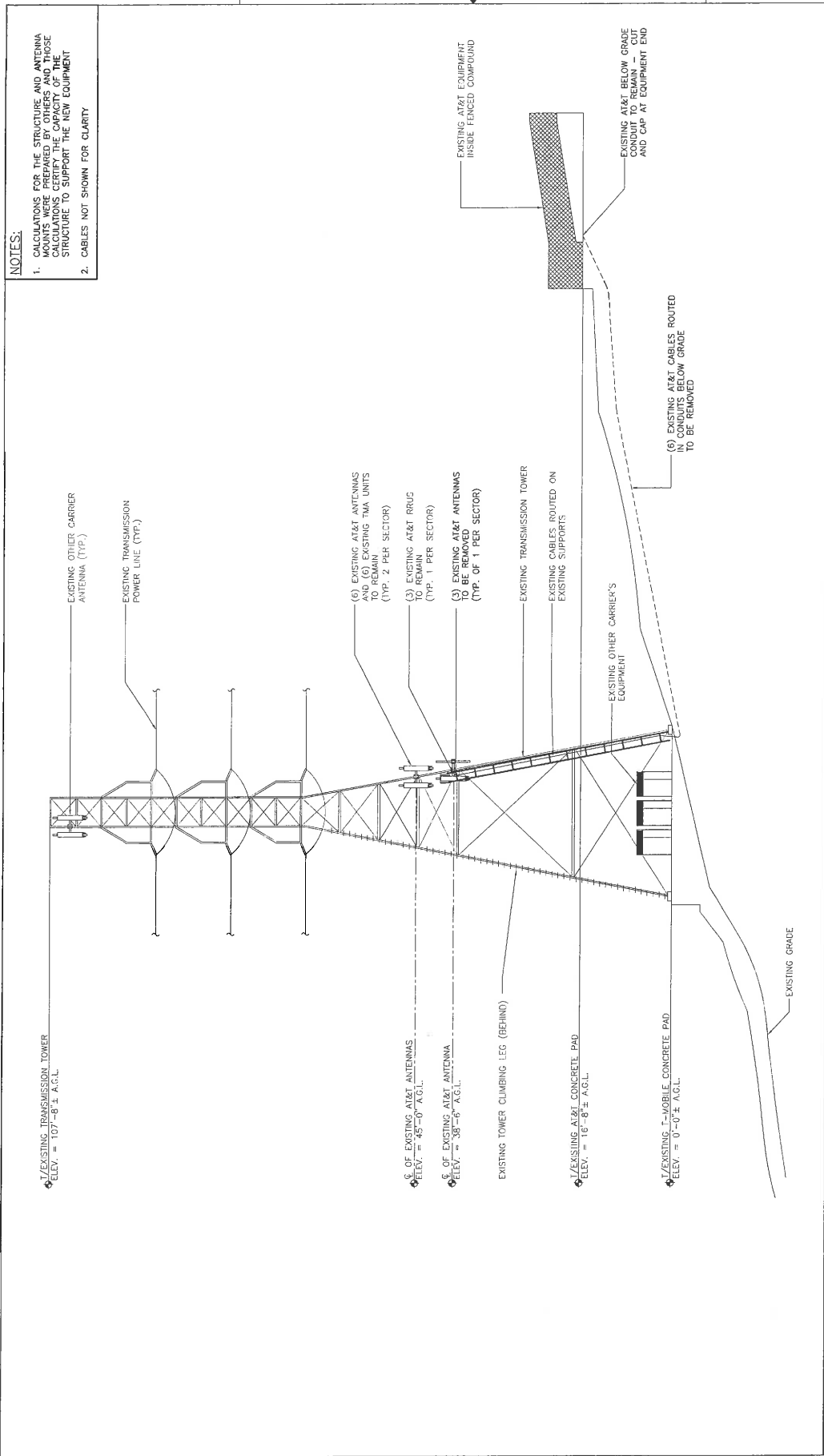
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5

6

REVISIONS		APPROVED BY: MB	
NO.	DATE	CHECKED BY: ST	BY
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1	11/23/18	REVIEW	RE
2	10/23/18	REVIEW	BE

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



- NOTES:**
1. CALCULATIONS FOR THE STRUCTURE AND ANTENNA MOUNTS WERE PREPARED BY OTHERS AND THOSE CALCULATIONS WERE NOT REVIEWED BY THE STRUCTURE TO SUPPORT THE NEW EQUIPMENT
 2. CABLES NOT SHOWN FOR CLARITY

EXISTING WEST ELEVATION

VINCULUMS
ENGINEERING DESIGN
9400 W. BRYN MAWR AVE., SUITE 200
ROCKLEDGE, CA 94088-2414
TEL: 949-783-3550
www.vinculums-engineering.com

at&t
ENGINEERING
5001 EXECUTIVE PKWY
SAN RAMON, CA 94583

SITE NAME: REFUGIO VALLEY
SITE NO: C0L04617
2010 REFUGIO VALLEY ROAD
HERCULES, CA 94547

REVISIONS

NO.	DATE	BY	REVISIONS
0	12/16/15	PK	FINAL
1	11/23/15	BE	REVIEW
2	10/23/15	BE	REVIEW

SCALE: AS NOTED

CHECKED BY: ST

APPROVED BY: MB

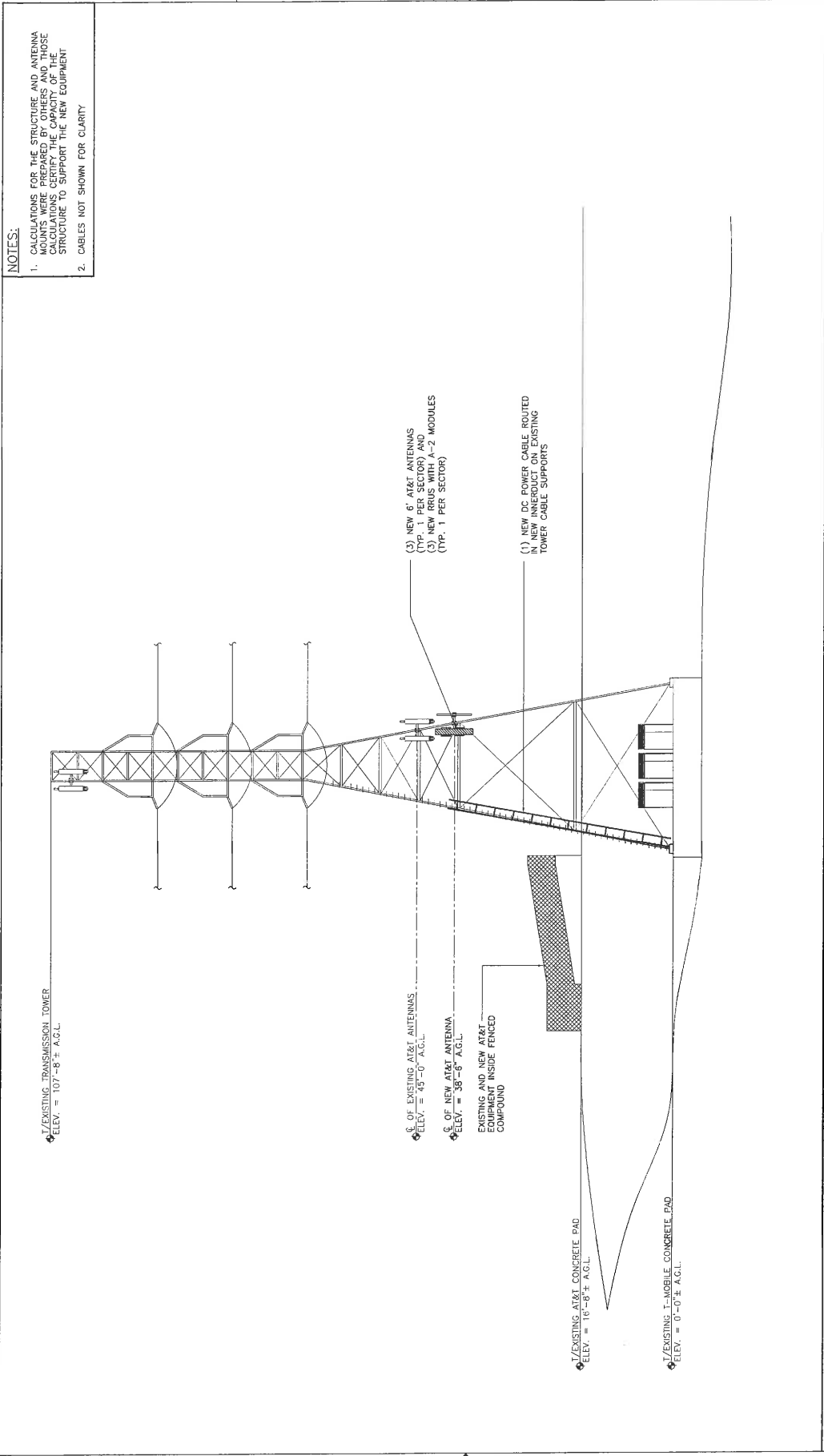
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SHEET NAME: EXISTING WEST ELEVATION

SHEET NUMBER: C-3

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SIZE: 22" x 34" ANSI "D"

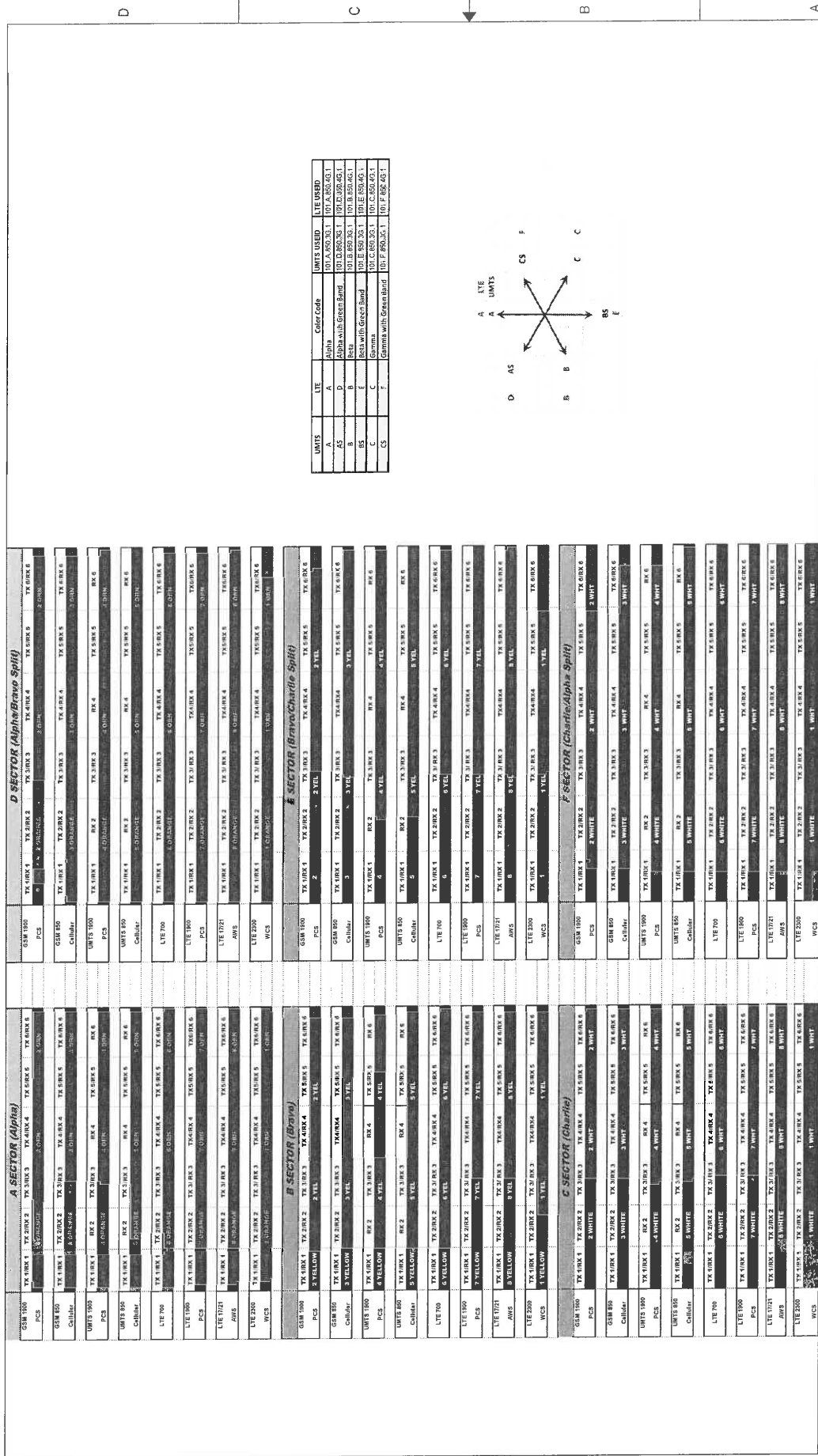


at&t		NEW NORTH ELEVATION		C-3.3	
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2 10/23/15		REVIEW		BE	
NO. DATE		REVISIONS		BY	
SCALE: AS NOTED		CHECKED BY: ST		APPROVED BY: MB	
3		2		1	
at&t		5001 EXECUTIVE PKWY SAN RAMON, CA 94553		SIZE 22" x 34" ANSI "D"	
FULLERTON		SITING DESIGN		6	
575 LINCOLN LANE, SUITE 125 WALNUT CREEK, CA 94598-2414 919-783-3550		9400 ROSEBOMT, SUITE 200 ROSEBOMT, KANSAS 66061 TEL 847-292-0200 FAX 847-292-0206 www.fullertonengineering.com		5	
SITE NAME: REFUGIO VALLEY		SITE NO: CCL04617		4	
2010 REFUGIO VALLEY ROAD		HERCULES, CA 94547		3	
2		1		0	

EQUIPMENT DESCRIPTION TABLE												SCALE: N.T.S.		1					
VINCULUMS ENGINEERING & DESIGN 9600 W. BRYN MAWR AVE. SUITE 200 ROSEMONT, ILLINOIS 60018 TEL: 847.393.0030 FAX: 847.393.0036 www.VinculumsEngineering.com												at&t 5001 EXECUTIVE PKWY SAN RAMON, CA 94583		at&t 5001 EXECUTIVE PKWY SAN RAMON, CA 94583		SHEET NAME: EQUIPMENT DESCRIPTION TABLE		SHEET NUMBER: C-5	
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NOTE:
THESE DRAWINGS ARE PREPARED BASED ON RFDS
DATE: 03/17/2015
REVISION: 2.0
GENERAL CONTRACTOR TO VERIFY AND INCORPORATE
MOST RECENT VERSION OF RFDS WITH "at&t"
PRIOR TO CONSTRUCTION.

SIZE 27" x 34" ANSI "D"



at&t

SHEET NUMBER: C-6

ANTENNA COLOR CODING

SCALE: N.T.S. 1

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FINAL REVIEW

DATE

APPROVED BY: MB

0 12/16/19

8 11/23/19

10 10/23/19

at&t

SITE NAME: REFUGIO VALLEY

SITE NO: COL04617

2010 REFUGIO VALLEY ROAD

HERCULES, CA 94547

at&t

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SITE NO: COL04617

2010 REFUGIO VALLEY ROAD

HERCULES, CA 94547

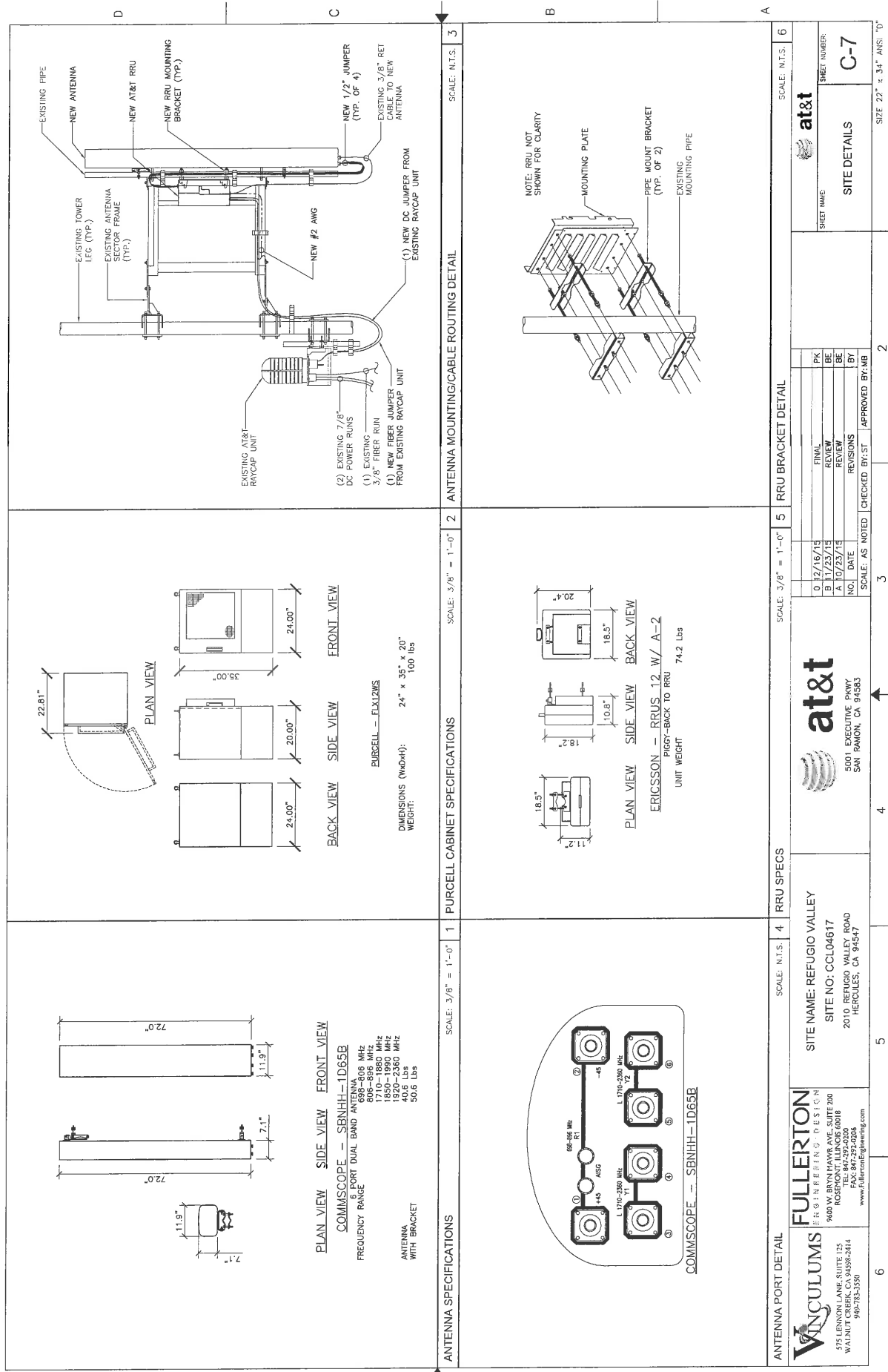
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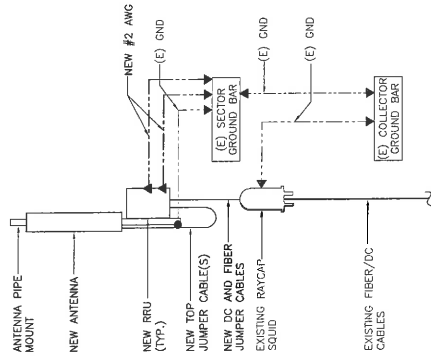
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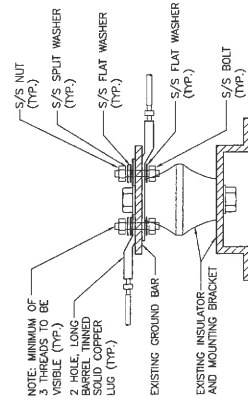
HERCULES, CA 94547





LEGEND

- EXOTHERMIC CONNECTION
- MECHANICAL CONNECTION
- GREEN STRANDED INSULATED COPPER GND WIRE (SUNLIGHT RESISTANT)



- NOTES:
1. ALL HARDWARE 18-8 STAINLESS STEEL INCLUDING SPLIT WASHERS.
 2. COAT WIRE END WITH ANTI-OXIDATION COMPOUND PRIOR TO INSERTION INTO LUG BARREL AND CRIMPING.
 3. APPLY ANTI-OXIDATION COMPOUND BETWEEN ALL LUGS AND BUSS BARS PRIOR TO MATING AND BOLTING.

GROUNDING NOTES:

1. METAL CONDUIT AND TRAY SHALL BE GROUNDED AND MADE ELECTRICALLY CONTINUOUS WITH THE GROUNDING SYSTEM. ALL DISCONTINUITIES SHALL BE DISCONTINUITIES WITH #6 AWG COPPER WIRE AND UL APPROVED GROUNDING TYPE CONDUIT CLAMPS PER NEC AND AT&T ND-00071.
2. CONNECTIONS TO THE GROUND BAR SHALL NOT BE DOUBLED UP OR STACKED. BACK TO BACK CONNECTIONS ON OPPOSITE SIDES OF THE GROUND BUSS ARE PERMITTED.
3. METAL RACEWAY SHALL NOT BE USED AS THE NEG REQUIRED EQUIPMENT GROUND CONDUCTOR. STRANDED COPPER CONDUCTORS WITH GREEN INSULATION, SIZED IN ACCORDANCE WITH NEC, SHALL BE FURNISHED AND INSTALLED WITH POWER CIRCUITS TO BITS EQUIPMENT.
4. ALUMINUM CONDUCTOR OR COPPER CLAD STEEL CONDUCTOR SHALL NOT BE USED FOR GROUNDING CONNECTIONS.
5. USE OF 90° BENDS IN THE PROTECTION GROUNDING CONDUCTORS SHALL BE AVOIDED WHEN 45° BENDS CAN BE ADEQUATELY SUPPORTED. IN ALL CASES, BENDS SHALL BE MADE WITH A MINIMUM BEND RADIUS OF 8 INCHES.
6. MISCELLANEOUS ELECTRICAL AND NON-ELECTRICAL METAL BOXES, FRAMES AND SUPPORTS SHALL BE BONDED TO THE GROUND RING, IN ACCORDANCE WITH NEC.
7. GROUND ALL RF EQUIPMENT INCLUDING BUT NOT LIMITED TO COAX, DIPLEXERS, SURGE ARRESTORS, TMA'S, ANTENNAS, AND ANTENNA MAST PER NEC AND AT&T ND-00071.

GROUNDING SCHEMATIC

WINGULUMS
ENGINEERING & DESIGN
9600 W. BRYN MAWR AVE, SUITE 200
ROCKFORD, IL 61108
TEL: 847-393-0200
FAX: 847-393-0206
www.wingulumsengineering.com
949-783-3550

at&t
SHEET NAME: GROUNDING DETAILS
SHEET NUMBER: G-1

LUG DETAIL

at&t
5001 EXECUTIVE PKWY
SAN RAMON, CA 94583

GROUNDING NOTES

NO.	DATE	REVISIONS	BY	APPROVED BY
0	12/16/15	FINAL	PK	
1	8/17/23/15	REVIEW	BE	
2	8/17/23/15	REVIEW	BE	
3		REVISIONS	BT	

SCALE: N.T.S.

SIZE 22" x 34" ANSI "D"

EXHIBIT C

MEMORANDUM OF LEASE

[Appears on Following Pages]